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FILED
JUDY J. TART
REGISTER OF DEEDS
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PITT COUNTY, N.C.

file

Prepared by & return to: Gregory K. James, Attorney

STATE OF NORTH CAROLINA

COUNTY OF PITT

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OF

MEADOW WOODS, SECTION 1

THIS DECLARATION, made this the 16th day of January, 2004, by EDMONSON CONSTRUCTION COMPANY, INC., a North Carolina corporation, 1704-B East Arlington Boulevard, Greenville, North Carolina 27858, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter known as the "property") lying and being in the City of Greenville, Winterville Township, Pitt County, North Carolina, and being all of Lots 1 through 84 inclusive, Meadow Woods, Section 1, as shown on plat of record in Map Book 59, Page 157 of the Pitt County Registry, to which map reference is hereby directed for a more particular description of the property;

NOW, THEREFORE, Declarant hereby declares that all of the property herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the property for any purchasers, their heirs, successors and/or assigns, and which shall run with the property or any part thereof, and shall inure to the benefit of each such party, to wit:

1. These covenants shall run with the land and shall be binding on all parties and persons claiming under them until January 1, 2029, at which time these covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots located within said lands, it is agreed to change

said covenants in whole or in part.

2. This property shall be known, described and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than one (1) single-family dwelling (which may include an attached garage or carport for not more than two (2) cars) and one (1) outbuilding to be constructed incidental to the residential use of the property.
3. Any attached or detached garage located on any lot which opens to the front or any side lot line must have a garage door which will close to block the view of articles stored in said garage.
4. Any residence built on any lot in the subdivision shall contain no less than one thousand (1,000) square feet of heated space, exclusive of one story open porches and garages.
5. No noxious or offensive trade or activity shall be carried upon the property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood.
6. No structure of a temporary nature, including, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.
7. No sign of any kind shall be displayed to the public view on this property, except one sign not more than eight (8) square feet advertising the property for sale; or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale. This provision shall not preclude the developer from placing one or more entrance signs at the front of the subdivision.
8. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that domesticated dogs, cats and small non-offensive and harmless household pets may be kept by the owner of the property, provided that they are not kept or used for breeding or maintained for any commercial purposes; and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep pets, within reason, but that there will not be allowed on the property an unreasonable number of such animals. For example, no owner of any lot within the property will be allowed to keep an unreasonable number of hunting dogs or other such animals in kennels on the property.
9. No barbershops, beauty parlors or shops, or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina, are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no

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- business or commercial venture shall be directed or carried on at the property.
10. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck or small van, up to one (1) ton in size, to be kept upon and used by any owner of this property. Also, the owner of any portion of the property may park thereon a lawn tractor to be used for the upkeep of the property.
 11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
 12. No skateboard ramps or BB goals shall be kept in the street or front yard of any lot.
 13. No clotheslines of any nature shall be placed or erected on any portion of the property.
 14. No fences of any kind shall be placed in the front yard of any lot. All fences must be approved in writing by the Declarant or its designee prior to construction of same. All fences that are within one (1) foot of the property line of any lot may be attached to by adjoining property owners fences.
 15. No junk cars, trucks or other vehicles may be kept on any portion of the property. All vehicles kept on the property must have vehicle tags and be operational.
 16. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter.
 17. No dwelling, building, structure or outbuilding, of any kind or nature, shall be constructed, erected, placed or altered on any lot on the property until the construction plans, specifications, and plans showing the location of such structures have been approved in writing by Declarant or its designee.
 18. The invalidation of any one of these covenants by judgment, court order or otherwise shall in no way affect any of the other provisions of this Declaration and it shall remain in full force and effect.
 19. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.

First South Bank joins in the execution of this document, as a holder of a security interest in the property, for the purpose of agreeing to these covenants, conditions and restrictions and subordinating their security interest to the operation of these covenants, conditions and restrictions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the day and year first above written.

DECLARANT:
EDMONSON CONSTRUCTION COMPANY, INC.

BY: [Signature] (SEAL)
DON H. EDMONSON, President

SECURITY HOLDER:
FIRST SOUTH BANK

BY: [Signature] (SEAL)
Vice President

STATE OF NORTH CAROLINA

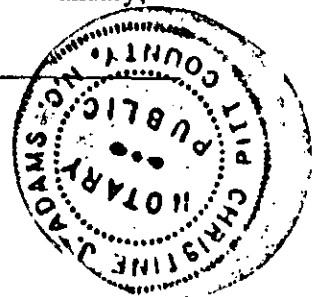
COUNTY OF PITT

I, Christine J. Adams, a Notary Public of the aforesaid County and State, hereby certify that DON H. EDMONSON personally appeared before me this day and acknowledged that he is President of EDMONSON CONSTRUCTION COMPANY, INC., a North Carolina corporation and that he as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein contained.

Witness my hand and Official Stamp or Seal, this the 6th day of January, 2004.

My Commission Expires:
12/16/05

[Signature]
Notary Public



STATE OF NORTH CAROLINA

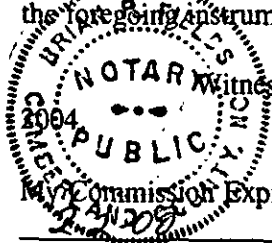
COUNTY OF PITT

I, Brian R. Fields, a Notary Public of the aforesaid County and State, hereby certify that Ben Strickland personally appeared before me this day and acknowledged that (s)he is VICE President of FIRST SOUTH BANK, a North Carolina corporation and that (s)he as VICE President, being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein contained.

Witness my hand and Official Stamp or Seal, this the 6 day of January,

My Commission Expires:
2/11/09

[Signature]
Notary Public



NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Christine J. Adams & Brian R. Fields

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:50 o'clock P M. this 7 day of January 2004.

JUDY J. TART, Register of Deeds