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Pitt County, NC
Judy J. Tart Register of Deeds
BK **2191** PG **363-366**

NORTH CAROLINA
PITT COUNTY

PREPARED BY:
file McLawhorn & Associates, P.A.
501 SE Greenville Blvd.
Greenville, NC 27858

**DECLARATION OF CONDITIONS, RESTRICTIONS
AND COVENANTS RUNNING WITH THE LAND**

KNOW ALL MEN BY THESE PRESENT, ROBERT DONALD PARROTT as Trustee of the FRANK HART TRUST, does hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring as owners any tract or parcel of land in the area designated or located in or near Pitt County, North Carolina known as Taberna, Phase III, as recorded in Map Book ____, page ____ of the Pitt County Registry; said tracts are hereby subjected to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned to wit:

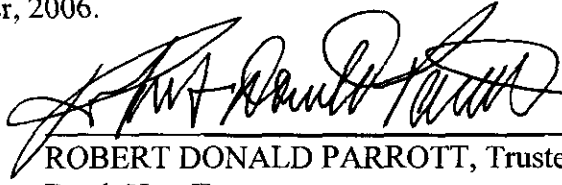
1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until September 1, 2036, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the tracts of Taberna, Phase III, it is agreed to change said covenants in whole or in part.
2. If the undersigned or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violation, except the party of the first part is specifically excluded from any liability for damages.
3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other of the provisions which shall remain in full force and effect.

4. No structure shall be erected, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed two and one-half stories in height and other outbuildings incident to the residential use of the lot. No type of modular or manufactured home shall be allowed on any lot for use as a residential dwelling. No structure of any type shall be started on any of the above described lots until the plans of such structure have been approved by the Current Owner, his heirs and assigns. Such approval in either event must be in writing.
5. No outbuildings shall be located on any residential building plot nearer to any plot line than as shown on the recorded plat. No building shall be located nearer than 10 feet to any side lot line.
6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except a family fallout shelter built in conformity to plans and location approved by the Office of Civil Defense Mobilization.
8. No barns, stables and outbuildings for the purpose of maintaining horses shall be permitted on any lot.
9. No dwelling having less than 1800 square feet of heated living area shall be permitted on any lot.
10. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this tract of land other than those properties to which these Restrictive Covenants specifically apply.
11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat as above referred to. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract except for those improvements for which a public authority or utility company is responsible. Furthermore, an easement of five feet in width for the installation and maintenance of underground utilities and drainage is reserved along every front and side lot line and an easement of ten feet in width for the installation and maintenance of underground utilities and drainage is reserved along every rear lot line.
12. Adequate off-street parking shall be provided by the owners of each building site for the parking of automobiles owned by the said owners, and owners of building sites agree not to park their automobiles on the streets in Taberna, Phase I, II, or III developments.

13. All driveways must be a minimum of ten feet wide and made of cement.
14. No television satellite dish antenna shall be erected, placed or permitted to remain on any residential lot other than the one television satellite dish antenna not to be more than twenty inches in diameter, no more than 15 feet in height and located directly behind the single family dwelling.
15. No fence may be located on any lot in the front yard and may not be any closer to the front yard than 25 feet from the front wall of the house.
16. During the construction of any building on a lot in Taberna, Phase III, the owners will insure that all debris is cleaned up daily. Declarant reserves the right to assess a \$200.00 cleaning charge to any lot owner for failure to comply with this provision. Declarant shall have the right to file a lien for all sums assessed hereunder in the office of the Clerk of Court of Pitt County and to enforce said lien pursuant to the provisions of N.C.G.S. §44A.
17. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any portion of the property except for domesticated dogs and cats and small non-offensive household pets, provided they are not kept or used for breeding or maintained for any commercial purpose.
18. No more than one dwelling may be built on any lot; however, nothing shall prevent the building of one dwelling on more than one lot.
19. No barber shops, beauty parlors or shops, commercial or business activity shall be permitted or suffered to remain on any of the lots shown on the map referred to herein, nor shall any activity be carried on which under the Ordinances of the City of Greenville, North Carolina, are identified as "Cottage Industries".

IN WITNESS WHEREOF, the declarant has executed this document the day and year first above written and adopted the word "Seal" appearing after his name as his own.

This the 15 day of September, 2006.


(SEAL)
ROBERT DONALD PARROTT, Trustee of the
Frank Hart Trust

NORTH CAROLINA
PITT COUNTY

I, a Notary Public of the County and State aforesaid, certify that ROBERT D. PARROTT, TRUSTEE, Frank Hart Trust, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15 day of September, 2006.

Ann Durham
Notary Public

My commission expires: 9-17-06

