

Prepared by: Horne and Sigmon, P.A.

NORTH CAROLINA

PITT COUNTY

DECLARATION OF CONDITIONS, RESTRICTIONS
AND COVENANTS RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS, A. J. Speight and wife Christine M. Speight and Archie L. Edwards, 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 Lots 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 36, and 37 of Valley Landing, Phase I, Section A and Section B recorded in Map Book 38, Pages 24 and 25 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 December 1, 2009, 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 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 so doing 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.

See Instrument recorded
in Book 920 Page 471

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 plot except one detached structure not exceeding two stories in height, to be used as a private garage, which structure may, in addition, contain servants' quarters.

5. No single family dwelling of any type shall be constructed on any of the above described lots until the plans of such structure and the plot plan showing the location and layout of such structure has been approved by A. J. Speight or Archie L. Edwards, their heirs or assigns or by a licensed architect doing business in eastern North Carolina designated by A. J. Speight or Archie L. Edwards, or their heirs or assigns.

6. Any outbuildings constructed incident to the residential use of the lot must be of the same architectural design as the dwelling.

7. No lot may be divided into smaller lots. However, this provision shall not prevent the addition of other lots or combination or portions of lots into one single family residential plot larger than the smallest lot shown on the map herein referred to.

8. No garage or carport shall open facing the street located on the front side of any house.

9. No buildings shall be located on any residential building plot nearer to any lot line than as shown on the recorded plat. No building shall be located nearer than 10 feet to any side lot line.

10. 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.

11. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residential 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.

12. No barns, stables, and outbuildings for the purpose of maintaining horses shall be permitted on any lot, unless approved by A. J. Speight or Archie L. Edwards, their heirs and assigns.

13. No cows, goats, pigs, hogs or livestock of any kind shall be kept on any lot. No commercial kennel may be maintained on any lot, however, dogs and cats which are pets are permitted on any lot.

14. No dwelling costing less than \$125,000.00 nor having less than 2500 square feet of heated living area shall be permitted on lots 12, 13, 14, 15, 16, 17, 18, 19, and 20. It being the intention to require in each instance the erection of such a dwelling as would have cost not less than the minimum cost required if the same had been erected in September, 1989 in the locality. That is, the above cost is to be estimated on a basis of December, 1989 construction costs in this locality.

15. No dwelling costing less than \$100,000.00 nor having less than 2000 square feet of heated living area shall be permitted on lots 1, 2, 3, 4, 5, 6, 9, 10, 11, 21, 22, 23, 24, 25, 26, 27, 28, 36, and 37. It being the intention to require in each instance the erection of such a dwelling as would have cost not less than the minimum cost required if the same had been erected in September, 1989 in the locality. That is, the above cost is to be estimated on a basis of December, 1989 construction costs in this locality.

16. 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.

17. Following the installation of residential street lighting by means of mercury vapor or sodium vapor lighting units within the subdivision, any party or person who may then own, or who may hereafter own, any interest in any lot within the subdivision, shall be obligated to pay to Greenville Utilities Commission of the City of Greenville, North Carolina, the monthly rate per lot (plus applicable North Carolina sales tax) set forth in Electric Rate Schedule No. 4-A, entitled Rural Street Lighting Service, of the Utility Regulations of Greenville Utilities Commission. The obligation to pay such a monthly rate, as it may change from time to

time, shall continue until such time as the subdivision is annexed into the corporate limits of a city, town or village, and responsibility for the cost of street lighting is assumed by, or transferred to, a governmental unit. Any and all mercury vapor or sodium vapor lighting units installed within the subdivision shall be and remain the property of Greenville Utilities Commission. Installation of street lighting on buildings and structures belonging to the owners of the lots within the subdivision or to others will not be permitted.

18. 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.

19. Adequate off-street parking shall be provided by the owners of each lot for the parking of automobiles owned by the said owners, and owners of lots agree not to park their automobiles on the streets in the Valley Landing Subdivision development. No commercial vehicles may be parked in the Valley Landing Subdivision.

20. No TV satellite dishes may be placed on any lot in any manner whatsoever, unless approved by A. J. Speight or Archie L. Edwards, or their heirs or assigns.

21. The owner of any lot from and after this date shall be required to keep their respective lots free and clear of weeds, rubbish, trash, and debris before construction, during construction and after construction.

22. All driveways shall be constructed of asphalt or cement.

23. No fence shall extend any further towards the front lot line than the front edge of the house located on any lot, unless approved by A.J. Speight or Archie L. Edwards, or their heirs or assigns.

24. The boat landing area shall be for the exclusive use of the lot owners. No boats, trailers or automobiles shall be left unattended or parked in the area. A. J. Speight and Archie L. Edwards shall have the right to set rules and regulations regarding the use of the boat landing area by the lot owners. A. J. Speight and Archie L. Edwards may assign this right to Valley Landing Homeowners Association.

25. In the event there are common areas dedicated for the common use of all the lot owners, Valley Landing Homeowners Association shall hold title to said common areas for the purpose of management and maintenance of them.

26. Each lot owner, by acceptance of a deed, shall be a member of Valley Landing Homeowners Association and hereby covenants agrees and accepts membership in said Association. Each lot shall carry one vote in the decisions of matters regarding the common area or assessments, with a majority of all lot owners to decide any issue. Any costs for maintenance, repairs, insurance, street maintenance or any other costs relative to any common areas shall be assessed on a per lot basis.

27. Valley Landing Homeowners Association shall be responsible for the maintenance of the public roads as shown on the recorded plats referred to above, until such time as the North Carolina Department of Transportation, or some other governmental agency, accepts responsibility for the maintenance of the roads. In the event the North Carolina Department of Transportation, or some other governmental agency, incrementally accepts portions of the roads in Valley Landing for maintenance, the Association shall continue to maintain those portions of the public roads shown on the plat referred to above which have not been accepted by the North Carolina Department of Transportation or some other governmental agency.

28. All assessments by Valley Landing Homeowners Association, together with interest, costs and reasonable attorneys fees, shall be a charge and lien on the lot against which each assessment is made, if such assessment is not paid within 30 days after notice is sent to each owner. The obligation for delinquent assessments shall not run with the land and shall not pass to successors in title

BOOK 249 PAGE 276

unless a claim of lien is filed in the Office of the Clerk of Court of Pitt County.

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

A. J. Speight (SEAL)
A. J. SPEIGHT

Christine M. Speight (SEAL)
CHRISTINE M. SPEIGHT

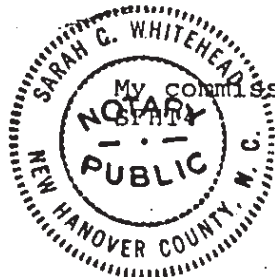
Archie L. Edwards (SEAL)
ARCHIE L. EDWARDS

NORTH CAROLINA
COUNTY OF PITT

I, Sarah C. Whitehead, a Notary Public of ^{New Hanover} ~~the~~ ~~fore~~ ~~said~~ County and State, do hereby certify that A. J. SPEIGHT and wife CHRISTINE M. SPEIGHT and ARCHIE L. EDWARDS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 15th day of December, 1989.

Sarah C. Whitehead
NOTARY PUBLIC



NORTH CAROLINA: Pitt County Sarah C. Whitehead N.P. of New Hanover Co
The foregoing certificate of Sarah C. Whitehead is certified to be correct.
Filed for registration at 11:31 o'clock A M this 18th day of December 1989

ANNIE G. HOLDER, Register of Deeds
By Annie G. Holder