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Pitt County, NC  
Judy J. Tart Register of Deeds  
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NORTH CAROLINA  
PITT COUNTY

PREPARED BY: HORNE & HORNE, PLLC  
RETURN TO: A.J. Speight.  
*mail:* 2399 Waterview Road  
Greenville, NC 27858

RESTRICTIVE COVENANTS

THIS DECLARATION, made on the date hereinafter set forth by A.J. SPEIGHT and wife, CHRISTINE M. SPEIGHT of Pitt County, North Carolina, hereinafter referred to as "Declarant"; and, PROSPECTIVE PURCHASERS of lots in VALLEY LANDING, SECTION 5, a residential subdivision located in Grimesland Township, Pitt County, North Carolina, hereinafter referred to as "Owners"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Grimesland Township, Pitt County, North Carolina, which is more particularly described as follows:

Lying and being in Grimesland Township, Pitt County, North Carolina and being all of Lots 29, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 48, 49 and 50 of Valley Landing, Section 5 as shown on that map which appears of record in Map Book 70 Pages 46-47 of the Pitt County Registry.

WHEREAS, Declarant proposes to sell and convey Lots 29, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 48, 49 and 50 as shown of the aforesaid plat to be used for residential purposes and to develop said Lots and additional property within the Development Area which may be added to the development by the Declarant to be developed into a well planned community by the Declarant; and

WHEREAS, Declarant, prior to selling and conveying the aforesaid residential Lots, desires to impose upon such Lots certain mutual and beneficial restrictions, covenants, conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit of all of the residential Lots in the subdivision in order to promote the best interest and protect the investments of Declarant and Owners;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, subdivided, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

RESTRICTIONS ON USE AND OCCUPANCY

1. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

2. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. No provision contained in these Restrictions shall be deemed to have been waived, abandoned, abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

3. All lots in this tract of the subdivision shall be known and described as residential lots for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential plot other than one single family dwelling used incidental to the residential use of the property.

4. Any residence built on any lot shall be "stick built" only. No modular home, mobile home or double-wide shall be placed on any lot. No structure shall be placed on any lot until Paragraph 5 has been complied with.

5. Plan approval: No site preparation or initial construction, erection, or installation of any improvements, including, but not limited to, dwelling units, outbuildings, driveways, fences, walls, pools or other structures shall be undertaken upon any lot in this subdivision without the prior approval of the Declarant or its assigns. It is the intent of the parties that all exteriors of the structures shall be harmonious with all of the other structures in Valley Landing, Section 5.

6. No structure shall be erected, altered, 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, exclusive of basements, one detached structure not exceeding two stories in height, to be used as a private garage for not more than two (2) cars, and one non-detached out building constructed and used incidental to the residential use of the property. Any garage facing the front or side yard, must have garage doors.

7. Any residence constructed on a lot shall have a minimum square footage, more specifically described as heated living area, exclusive of one-story open porches, garage and basements, of not less than Three Thousand (3,000) square feet.

8. Any permitted outbuilding or detached structure erected or placed on any lot shall be constructed with the same materials, quality, general appearance, workmanship and be aesthetically compatible with the dwelling located on said lot. Any outbuilding or detached structure must be underpinned with a brick curtain wall. No metal carports shall be permitted on any lot.

9. No ramp or other structure for skateboards, bicycles or other wheeled recreational devices shall be constructed upon any lot which exceeds a height of Five (5) feet and a width and length in excess of Eight (8) feet by Ten (10) feet.

10. All driveways must be constructed of concrete materials.

11. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded map. No building shall be located nearer than ten (10) feet to any side lot line.

12. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to other lot owners or the neighborhood.

13. 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".

14. No trailer, basement, tent, shack, garage, barn or other outbuildings erected, parked or placed on the tract shall at any time be used as a residence, temporarily or permanent, nor shall any structure of a temporary character be used as a residence.

15. No sign of any kind shall be displayed to the public view on this property except one sign of 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 then for sale.

16. No barns, stables, and outbuildings for the purpose of maintaining horses or other livestock type animals shall be permitted on any lot. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that no more than two domesticated dogs and 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 purpose. Pets kept outside must not constitute a danger or nuisance including, but not by way of limitation, excessive barking or causing property damage to other lot owners or to the subdivision. When outside no animal may be staked out and when not contained within a fenced area, all pets must be kept on a leash. No animal pens, runs, housing or like enclosure shall be kept or placed on any lot, however, this shall not exclude proper fencing of the yard

as permitted herein or animal runs and housing that are not visible from the street.

17. 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, up to 1 ton in size, being used by any owner of this property for his personal conveyance, and such truck may be parked upon the 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.

18. No stripped, partially wrecked, or junk motor vehicles, shall be permitted to be parked or kept on any lot. All motor vehicles of any type kept on any lot shall have current registration and inspection certificates.

19. 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.

20. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of this property free and clear of weeds, rubbish, trash, debris and other matter.

21. To prevent driveways to each residence located on any lot within the property from disrupting existing street drainage, it is required, that each lot owner properly install driveway tile required by North Carolina Department of Transportation under the driveways to such lots pursuant to required specifications unless a different size is approved by the North Carolina Department of Transportation. Each owner shall grass the ditch on each side of the pipe to prevent erosion and shall keep the ditch and pipes cleaned out so as to permit a free flow of water.

22. Upon acquiring ownership of any lot, the owner of any lot shall be comply with all governmental regulations regarding erosion control upon or adjacent to said lot. The owner shall be responsible for any erosion problems resulting from construction, including but not limited to, construction of buildings, driveways, sidewalks, utilities, septic systems, as applicable, and landscaping, resulting from actions of its agents, employees or assigns, and shall be responsible to pay for any and all fines from the appropriate governmental agencies, whether assessed to the owner of the lot of the parties of the first part. The lot owner shall take corrective measures within one week of receiving notice from either the appropriate governmental agency, or the parties of the first part. Upon the failure of the lot owner to perform necessary corrective measures within the week set out herein, the parties of the first part may perform necessary landscaping required by the appropriate governmental authority. The lot owner shall be liable to pay the parties of the first part their cost in taking the necessary corrective measures.

23. No fence shall be constructed, built or erected on any lot on the property, except for a PVC fence, a rubber coated chain link fence, a split-rail fence or privacy fence constructed of salt treated lumber or redwood; and any such rubber coated chain link fence, split-rail fence or privacy fence shall be constructed, built or erected at least one foot from the property lines of such lot, after having obtained written approval for same from Declarant or its designee. It is further provided that no fence of any kind shall be constructed on any lots on the property in the front yard of such lot, said front yard being defined as that particular area of the yard located between the formal entrance of the residence and the street.

24. Any Liquid Propane Gas tank installed on a lot must be placed in the backyard and fenced or enclosed in a manner not visible from the front yard. The backyard portion of the premises being defined as that particular area of the yard located between the rear corner of the residence and the back or rear lot line.

25. All utilities must be placed underground.

26. No satellite dish or comparable communication device, except a small dish no larger than 18 inches in diameter to be placed in the rear of the lot, and no transmitting tower or antenna exceeding a height of twenty (20) feet from ground level, shall be placed, used or erected on any lot within the property, either temporarily or permanently, and same shall not be permitted to exist on the property.

27. 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 or 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.

28. No above ground swimming pools.

29. Lots 33, 34 and 49 shall not be used as an access easement to any adjoining lots or other tracts of land.

ARTICLE III

VARIANCES

The Declarant in his sole discretion may allow reasonable variances and adjustments to these Restrictions in order to alleviate practical difficulties and hardships in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document to create a Subdivision of Lot owned in fee by various persons with each such Owner having an easement upon areas owned by the Corporation. To be effective, a variance hereunder shall be recorded in the Pitt County Register of Deeds Office; shall be executed on behalf of the Declarant and violating parties; and shall refer specifically to this Declaration.

ARTICLE IX

DURATION, AMENDMENT AND TERMINATION

Section 1: The Covenants and Restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which shall automatically extended for successive periods of ten (10) years. Declarant may amend this declaration in full or in part within the two year period after the date this instrument is filed without the required signatures required in the following sentence. This Declaration may be amended in full or part during the first fifty (50) year period by an instrument signed by not less than ninety percent (90%) of Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners. To be effective any amendment must be recorded in the Office of the Register of Deed of Pitt County, North Carolina and a marginal entry of same must be signified on the face of this document.

ARTICLE IV

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands and seals, this the 19<sup>th</sup> day of April, 2008.

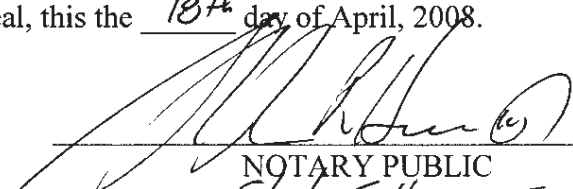
 (SEAL)  
A.J. SPEIGHT

 (SEAL)  
CHRISTINE M. SPEIGHT

NORTH CAROLINA  
COUNTY OF PITT

I, Stephen F. Horne III, a Notary Public of the aforesaid County and State do hereby certify that A.J. SPEIGHT and wife, CHRISTINE M. SPEIGHT personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 18<sup>th</sup> day of April, 2008.



STEPHEN F. HORNE, III  
NOTARY PUBLIC-PITT COUNTY, NC  
MY COMMISSION EXPIRES:

NOTARY PUBLIC  
Print Name Stephen F. Horne III  
My Commission Expires: 4-4-10