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FILED
JUDY J. TART
REGISTER OF DEEDS
04 JUL 23 PM 1:59
PITT COUNTY, NC

mail to: Baldwin Associates
1015 Conference Dr.
Greenville, NC
27858

NORTH CAROLINA
PITT COUNTY

DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS
RUNNING WITH THE LAND FOR ARDEN RIDGE, SECTION 2

KNOW ALL MEN BY THESE PRESENTS, BRISTOLMOOR, LLC, hereinafter referred to as "Declarant", as owner of the hereinafter described real property, does hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring as owners any lot or parcel of land in the area and subdivision designated as Arden Ridge, Section 2 which is located in Grimesland Township, Pitt County, North Carolina, and specifically described as Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 45, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, and 100 as shown on map of record in Map Book 61, Page 165 of the Pitt County Registry, said lots or parcels 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 July 21, 2024 at which time said covenants shall be automatically extended for successive periods of ten (10)

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years unless by a vote of a majority of the then owners of the lots 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.

4. No structure shall be erected, placed or permitted to remain on any residential lot other than the 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.

5. No buildings shall be located on any residential building lot 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. Any outbuilding must be behind the rear elevation of the house and must be 10 feet from any side or rear property line.

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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, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on the lot 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 1400 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

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feet in width for the installation and maintenance of underground utilities and drainage is reserved along every rear lot line.

12. Each property owner constructing a building on a lot or lots in Arden Ridge, Section 2 shall be responsible for having drain pipe properly installed, up to specifications required by the State of North Carolina, in the driveway for such building at the time of construction.

13. No commercial activity of any kind shall be permitted on a lot in Arden Ridge Subdivision. Cottage Industries shall be allowed on any lot.

14. A property owner must obtain approval from Michael W. Baldwin, Don Edmonson or Kenneth K. Fisher, their heirs and assigns, for the location of a satellite dish or comparable communication device on any lot. Each such device shall be adequately landscaped, screened and located in a rear yard.

15. A property owner must obtain approval from Michael W. Baldwin, Don Edmonson or Kenneth K. Fisher, their heirs and assigns, for the installation of fencing.

16. During the construction of any building on a lot in Arden Ridge Subdivision, the owners will ensure that all debris is cleaned regularly. Declarant reserves the right to assess a \$100.00 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.

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17. Following the installation of residential street lighting by means of a 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 units on buildings and structures belonging to the owners of the lots within the subdivision or to others will not be permitted.

18. No animals, livestock, poultry of any kind shall be raised, bred, or kept on any portion of the property except for a total of two (2) domesticated dogs and cats in each household and small non-offensive household pets, provided that they are not kept or used for breeding or maintained for any commercial purpose.

19. 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.

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20. 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. No metal carports, unenclosed carports or similar storage structure shall be erected, placed or permitted to remain on any lot.

21. All driveways must be constructed of concrete materials.

22. 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 the 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 seed 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. Ditches shall be maintained and kept in good repair as to Pitt County Planning Department and North Carolina Department of Transportation standards and/or requirements.

23. No mobile home, pre-fab, modular home, package home, or other pre-built home shall be placed on any lot. Any residence built on any lot shall be "stick built" except that prefabricated roof trusses and pre-fabricated fireplaces and chimneys may be utilized in a residence built on any lot.

24. 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

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property for sale, or signs used by a builder, developer, realtor or owner to advertise the property during construction and then for sale.

25. 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, upon 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.

26. 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.

27. Any Liquid Propane Gas tank installed on a lot must be placed in the back yard and fenced or enclosed in a manner not visible from the front yard, the back yard 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.

28. No skateboard ramps or other recreational structures can be built without the written approval of Michael W. Baldwin, Don Edmonson or Kenneth K. Fisher, their heirs and assigns.

29. No basketball goals in the front yard or on the road will be allowed.

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30. A property owner must obtain approval from Michael W. Baldwin, Don Edmonson or Kenneth K. Fisher, their heirs and assigns, on house plans prior to construction.

31. All mailboxes installed must be in conformity with the mailboxes in the subdivision and/or at developer's approval.

32. All utilities must be placed underground.

33. Finished floor elevations must be at least 28" above footings.

IN WITNESS WHEREOF, the declarant and any other necessary party have hereunto set their hands and seals this the 21st day of July, 2004.

BRISTOLMOOR, LLC

BY: Kenneth K. Fisher
Kenneth K. Fisher, Manager

EDMONSON CONSTRUCTION CO., INC.

BY: Don Edmonson
Don Edmonson, President

Attest:

Nancy Edmonson
Nancy Edmonson, Secretary

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NORTH CAROLINA

PITT COUNTY

I, Almee Yeoman, a Notary Public for said County and State, certify that Kenneth K. Fisher personally came before me this day and acknowledged that he is a Manager of BRISTOLMOOR, LLC, a North Carolina corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Manager.

Witness my hand and Official Seal or Stamp, this the 21st day of July, 2004.

Almee Yeoman
NOTARY PUBLIC

MY COMMISSION EXPIRES: 03/28/2009



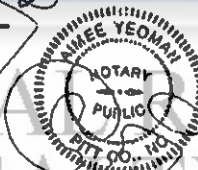
NORTH CAROLINA
PITT COUNTY

I, Almee Yeoman, a Notary Public for said County and State, certify that Nancy Edmonson personally came before me this day and acknowledged that she is Secretary of EDMONSON CONSTRUCTION CO., INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President and attested by herself as its Secretary.

Witness my hand and Official Seal or Stamp, this the 21st day of July, 2004.

Almee Yeoman
NOTARY PUBLIC

MY COMMISSION EXPIRES: 03/28/2009



NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Almee Yeoman

Notary (ies) Public (s) (are) certified to be correct. Filed for registration at 1:59 o'clock P. M. this 23 day of July 20 04

By *Lady J. Tart*
LADY J. TART, Register of Deeds
Assistant/Deputy Register of Deeds