

Heritage Woods

NORTH CAROLINA

PITT COUNTY

This Declaration made this 4<sup>th</sup> day of April, 1997  
by Warren E. English and wife, Barbara Latham English, hereinafter  
called Declarants, and by Carroll D. Liverman, Jr. and wife,  
Patricia Bell Liverman, and Oral Duane Harris, Jr and wife, Lisa  
Kilby Harris.

W I T N E S S E T H:

THAT WHEREAS, the Declarants are owners of real property  
described in Article I of this Declaration (except for Lots 9 and  
11, Section 1) and are desirous of subjecting said real property to  
protective covenants hereinafter set forth, each and all of which  
is and are for the benefit of such property and for each owner of  
a lot therein, and shall enure to the benefit of and pass and run  
with said property, and each and every lot or parcel thereof, and  
shall apply to and bind the successors in interests of any owner  
thereof; and whereas the Livermans own Lot 11, and the Harrises own  
Lot 9, and they join herein with Declarants to substitute the  
provisions of this Declaration for the provisions of the  
Declaration recorded in Book 266, Page 86, Pitt County Registry, as  
amended in Book 340, Page 304, Pitt County Registry, it being their  
intention that this Declaration shall supersede the old  
Declaration.

NOW THEREFORE, the undersigned parties hereby declare that the  
lots described in and referred to in Article I herein are and shall  
be held, transferred, sold and conveyed subject to the Protective  
Covenants herein set forth:

ARTICLE I

The real property which is, and shall be, held, transferred, sold and conveyed subject to the Protective Covenants set forth in the various Articles of this Declaration is located in Pactolus Township, Pitt County, North Carolina, and is more particularly described as follows:

Being Lots 1 through 16 of Section I of Heritage Woods Subdivision, as the same are more particularly shown on a survey by Carolina Benchmark as recorded in Map Book 38, Page 143, of the Pitt County Registry; all of Lots Number 17 through 53 of Section II of Heritage Woods Subdivision, as the same are more particularly shown on a survey by Carolina Benchmark, as recorded in Map Book 40, Page 107, of the Pitt County Registry, and lots 54 and 55 of Section III of Heritage Woods Subdivision, as the same are more particularly shown on a survey by Carolina Benchmark, as recorded in Map Book 40, Page 108, of the Pitt County Registry.

ARTICLE II

No property other than the above described lots shall be deemed subject to this Declaration until specifically made subject hereto. The Declarants may, from time to time, subject additional real property to the protective covenants and restrictions herein set forth by appropriate reference thereto.

ARTICLE III

The subdivision roads described on the subdivision map above referred to, shall be completed according to State Specifications as unpaved roads, with the intent that when the required number of residents are living on said roads, that the State will accept said roads into the State of North Carolina Highway System, and thereafter maintain the same as State Roads.

#### ARTICLE IV

Lots shall be used for single family residential purposes only. Garages, storage buildings, etc. shall be built of materials of the same nature as the residence and for use only by the occupants of the said lot. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 1/2 stories in height. Any detached garage shall not exceed 2 stories in height and may accommodate up to three automobiles, but any such detached garage shall not be closer to the front lot line than the front line of the dwelling house on the lot.

#### ARTICLE V

No trade or commerce shall be carried on upon any lots and no activity which may be considered a nuisance to the neighborhood shall be carried on upon any lot. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailer (other than camping trailers) or mobile home may be stored or regularly parked on any lot. No sign or billboard of any kind shall be erected or allowed to remain on any Lot other than: (1) "For Sale" or "For Rent" sign that is not larger than 16 square feet; and (2) one sign not larger than 32 square feet used by the building contractor to advertise the property during construction but for only a period not to exceed 180 days from the issuance of the building permit. No political signs may be displayed on a lot whether it is occupied or unoccupied.

Provided, however, that a duly licensed contractor who

constructs a spec house on a lot in the subdivision and who does not sell said house within 180 days from the issuance of the building permit, may apply to the Architectural committee, which committee in its discretion may allow the contractor to continue to exhibit its sign to advertise the property for additional periods not to exceed 180 days each. Such signs shall not be larger than 32 square feet.

#### ARTICLE VI

After Declarants have conveyed the individual lots described in Article I, no such lots shall be thereafter subdivided except to enlarge an adjoining lot, but any lot so enlarged cannot be improved with more than one single family dwelling.

If any lot owner purchases, leases, is given, or inherits any property that abuts his or her lot in Heritage woods, and wishes to incorporate the usage of said property with the lot, said adjoining property shall be deemed to be an enlargement of the Heritage Woods lot and subject to these Covenants.

If any lot owner owns, purchases, leases, is given, or inherits any property that abuts his or her lot in Heritage Woods Subdivision, said owner or anyone else may not transport any commercial trade materials, inventories, products of timber logging, mining activities including hauling sand, or allow any type of commercial access from said adjoining property across any Heritage Woods lot or street. No lot owner may allow any type of easement or right of way to any lands adjoining the subdivision for personal or commercial reasons.

#### ARTICLE VII

Any single story residential structure constructed on a lot shall have not less than 1,400 square feet of heated living area exclusive of porches, breezeways, stoops and garages. Any story and one-half, two story or two and one-half story residential structure shall have a ground floor area of at least 800 square feet of heated living area, exclusive of porches, breezeways, stoops and garages. Any residential structure shall have a minimum cost of \$84,000.00, which minimum cost shall be based on building costs for similar houses in the Greenville, North Carolina, locality as of February 1, 1997. Provided, however, that Lots 9 and 11 shall only be required to have met the minimum square footage and costs set forth in the Declaration recorded in Book 266, Page 86, as amended in Book 340, Page 304, Pitt County Registry.

#### ARTICLE VIII

All structures constructed or placed on any lot shall be built of substantially new material and no old structures shall be relocated to or moved upon any subdivision lot.

#### ARTICLE IX

No structure of a temporary character, trailer, mobile home, modular home, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No single or doublewide mobile homes may be placed upon any lot nor used as a residence or for any

other purpose.

#### ARTICLE X

Each owner shall keep his lot free of tall grass, undergrowth, dead trees, trash and rubbish, and properly maintained so as to present a pleasing appearance. All receptacles and other equipment for trash or waste material disposal shall be kept in a clean and sanitary condition. No lot shall be used as a dump for any rubbish, trash, garbage or other waste. Each lot owner shall provide receptacles for garbage. Fuel tanks are to be placed on the property only according to existing laws and regulations in effect for Pitt County and the State of North Carolina. Any fuel tanks or trash receptacles, shall be hidden from view by mass plantings or other screen concealment approved by the Architectural Control Committee herein described. Lot owners shall maintain the proper contour of the shoulder of the adjoining road so as to prevent erosion. In the event a lot owner does not maintain his lot according to the provision hereof within 20 days of written notice from the Architectural Control Committee herein described, then the Committee may have the required work done, and the cost thereof shall be a lien on said lot, which lien may be enforced by the Committee by legal action.

#### ARTICLE XI

Any satellite dish installed on any lot shall be located only in the back yard of the lot and the only colors for said dishes shall be neutral shades of black, white or gray. In the event of any question regarding the color of said dish the architectural

committee shall have the final authority as to whether or not the dish meets the requirements of this Article.

#### ARTICLE XII

No animals, livestock, poultry or dog kennels (a dog kennel being defined as the housing for three or more dogs) of any kind shall be raised, bred, or kept on any lot. Household pets including dogs and cats may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two dogs may be kept on any lot. All pets shall be restricted to a fenced area on the rear of the lot, and shall not be allowed to run loose onto someone else's property.

#### ARTICLE XIII

No structure of any kind may be built on any individual lot within the front building setback lines as shown on the subdivision map of the lots hereinabove referred to in Article I. No building of any kind shall be constructed within 20 feet of any rear lot line, nor within 15 feet of any interior lot line. Any question that arises as to which line is a sideline or a rear line on a lot shall be decided by the Architectural Control Committee hereinafter referred to. Notwithstanding the above, a detached garage or appropriate outbuilding located more than 100 feet from the front line, and which is located behind the front line of the dwelling on a lot, may be located within ten feet of an interior lot line, but shall not be within the minimum building lines shown on the map of Heritage Wood Subdivision referred to in Article I.

ARTICLE XIV

All electrical, telephone and cable TV services from distribution systems to residences shall be underground with the cost for such underground service being shared by the owner and utility company in conformity with existing utility company's policy, and no overhead wiring insofar as electrical, telephone, cable TV and other wire using utility services shall be permitted on any lot.

An easement for installation of utility lines, 10 feet in width, is hereby reserved along the front lot lines of all lots, said front lot line being the line adjoining the subdivision road adjacent to each lot.

ARTICLE XV

Any dwelling or out building on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or Act of God, must be rebuilt, or all debris removed from the lot and the lot restored to a slightly condition, with reasonable promptness. Provided, however, that in no event shall such debris remain on a lot longer than three months.

ARTICLE XVI

No dwelling shall be erected, placed or altered on any lot in said development until the building plans, exterior color scheme, specifications, and plot plans showing the location of the buildings have been approved in writing by the Architectural Control Committee as to the harmony of external design with existing structures in the development and as to the location of

the buildings with respect to typographic and finished ground level. A set of building plans and a site plan shall be submitted to the committee for approval and shall remain with the committee. In the event the Committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it, (or in the event that no approval is sought or given, and no suit to enjoin the erection of said building or the making of alterations have been commenced prior to the completion thereof), such approval shall not be required, and this covenant shall be deemed to have been fully complied with. All residential structures on any lot in the subdivision shall be completed within twelve months from the date of the commencement of construction.

#### ARTICLE XVII

The Architectural Control Committee hereinabove referred to shall be composed of not more than three persons designated and appointed by the Declarants. The initial Architectural Control Committee shall be composed of Warren E. English and Barbara L. English and such other person as they may appoint. In the event of the death or resignation of any member and in the event that the Declarants do not appoint a successor within thirty days following such death or resignation, the remaining members of the committee shall have full authority to designate a successor. A majority of the Architectural Control Committee may designate a representative to act for it. Upon the sale of not less than 75% of all of the lots in the entire Heritage Woods Subdivision the then record

owners of the majority of the lots in Heritage Woods Subdivision shall have the power through a duly recorded written instrument to change the membership of said Committee or to withdraw from said Committee or to restore to the Committee any of its duties and powers. The Committee may waive minor violations of front and side set back line requirements as set forth in these declarations. Violations not in excess of 10 per cent of the minimum requirements shall be deemed minor.

#### ARTICLE XVIII

Certain of the lots as shown on the map of Heritage Woods Subdivision described in Article I to are subject to drainage easements as more fully set forth on the Subdivision maps. No lot owner may divert or obstruct the natural flow of water along or across his lot, and any drainage alterations, improvements or facilities must be approved in writing in advance by the Architectural Control Committee. A 30 foot planting easement as shown on the map of Section I described in Article I is reserved along the northeasterly right of way line of State Road 1564. The landscaping within said easement cannot be altered or removed by lot owners without prior written authorization of the Architectural Control Committee. The lot owners across which said planting easement is reserved shall maintain the plantings on said easement and it is the intent that the landscaping will create a privacy barrier and a noise buffer for the subdivision.

#### ARTICLE XIX

No driveway entrances or exits may be installed from any of

the subdivision lots onto State Road 1564, and no lot owners shall apply to the State for any private driveway permit. Access to the lots shall be from the subdivision streets as shown on the maps of Heritage Woods Subdivision, and all driveways must enter the respective lots from said subdivision streets. All driveways from the subdivision streets shall be paved with asphalt, brick or concrete from the subdivision road to the garage, or if there is no garage, then to the rear of the dwelling. Lot owners shall provide paved driveway and paved parking for all of their vehicles, it being the intent that vehicles of the occupants of said house shall be parked on a paved driveway or parking area on the lot and not on the subdivision street.

Notwithstanding the provisions of this Article, a duly licensed contractor who has built a spec house on any lot may, prior to the sale of said house, install a crushed stone driveway on said lot. Provided further, that upon the sale of said house, or upon said contractor leasing or otherwise allowing someone to occupy said house, then an asphalt, brick or concrete driveway shall be installed.

#### ARTICLE XX

No fence, wall, hedge or mass planting shall be permitted to extend beyond the minimum building set back lines shown on the map of Heritage Wood Subdivision described in Article I, except upon the prior written approval by the Architectural Control Committee. No fence may be higher than six feet, and materials for the construction of a fence must be approved by the Architectural

Committee. All outdoor poles, clothes lines and similar equipment shall be placed or screened by shrubbery so as not to be visible from any street, river, creek, waterway, canal or recreation area.

ARTICLE XXI

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of 10 years unless, by vote of a majority of the then owners, it is agreed to change said covenants in whole or in part.

ARTICLE XXII

If the parties hereto, or any of them, or their heirs, 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 lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him, or them from so doing, and/or to recover damages for such violation.

ARTICLE XXIII

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, Warren E. English and wife, Barbara Latham English, the Declarants herein, and Carroll D. Liverman, Jr. and wife, Patricia Bell Liverman, and Oral Duane Harris, Jr. and wife, Lisa Kilby Harris have hereunto set their hands and adopted as their seal the typed work "SEAL" appearing beside their respective names, all as of the day and year first above written.

Warren E. English (SEAL)  
WARREN E. ENGLISH

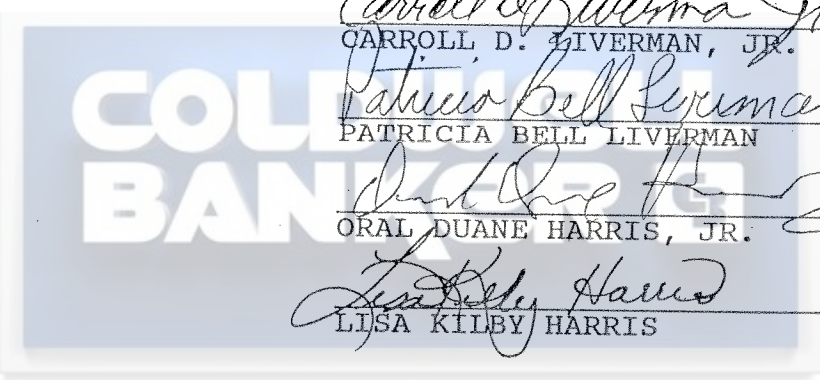
Barbara Latham English (SEAL)  
BARBARA LATHAM ENGLISH

Carroll D. Liverman Jr. (SEAL)  
CARROLL D. LIVERMAN, JR.

Patricia Bell Liverman (SEAL)  
PATRICIA BELL LIVERMAN

Oral Duane Harris, Jr. (SEAL)  
ORAL DUANE HARRIS, JR.

Lisa Kilby Harris (SEAL)  
LISA KILBY HARRIS



STATE OF LOUISIANA  
COUNTY OF JEFFERSON

I, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Warren E. English and wife, Barbara Latham English, and they each acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 16 day of March, 1997.

[Signature]  
NOTARY PUBLIC

My commission expires: AT DEATH