

BOOK 1093 PAGE 334

NORTH CAROLINA

FITT COUNTY

Mail to: White Oak Creek  
Condo Devel LLC  
300 E Arlington Blvd  
Suite 4A  
Greenville NC 27858

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION, made this the 26th day of December, 2000, by  
WHITE OAK CREEK CONDO DEVELOPMENT, LLC, a North Carolina Limited  
Liability Company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter the  
"property") lying and being in the City of Winterville, Pitt County, North  
Carolina, and being all of COOPER'S POINTE, as shown on plat of record in  
Map Book 54, Page 108, reference to which is hereby made for a more full,  
complete and accurate description of said property;

NOW, THEREFORE, Declarant hereby declares that all of the property  
herein shall be held, 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 property and shall  
be binding on all parties having any right, title or interest in the property or  
any part thereof, theirs heirs, successors, and assigns, and shall inure to the  
benefit of each such party, to wit:

BOOK 1093 PAGE 335

1. These covenants shall run with the land and shall be binding on all parties and persons claiming under them until January 1, 2026, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots located within said lands, it is agreed to change said covenants in whole or in part.
2. This property shall be known, described and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than one single-family dwelling (which may include an attached garage or carport for not more than two cars) and one detached outbuilding to be constructed incidental to the residential use of the property.
3. Any residence built on any lot in the subdivision shall contain no less than 1,500 square feet of heated space, exclusive of one story open porches and garages.
4. No noxious or offensive trade or activity shall be carried upon the property, nor shall anything be done thereon which may or be become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood.

BOOK 1093 PAGE 336

5. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.
6. No sign of any kind shall be displayed to the public view on this property except one sign 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 when for sale.
7. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept on any portion of the property, except that 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 purposes; and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep pets, within reason, but that there will not be allowed on the property an unreasonable number of such animals. For example, no owner of any lot within the property will be allowed to keep an unreasonable number of hunting dogs or other such animals in kennels on the property.

BOOK 1093 PAGE 337

8. No barbershop, beauty parlors or shops, or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina, are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.
  
9. 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  $\frac{1}{4}$  tons in size, to be 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.
  
10. 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

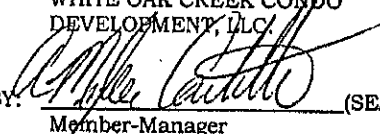
BOOK 1093 PAGE 338

11. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter.
12. No fence shall be constructed over six (6) feet in height or built or erected on any lot; and any such 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 closer to the front of any lot than the rear portion of the main dwelling constructed on said lot.
13. No dwelling, building, structure or outbuilding, of any kind or nature, shall be constructed, erected, placed or altered on any lot on the property until the construction plans, specifications, and plans showing the location of such structures have been approved in writing by Declarant or its designee.
14. No family dwelling shall be located nearer than twenty-five (25) feet from the front line as shown on the recorded map. No family dwelling shall be located nearer than ten (10) feet to any side lot or back lot line. No outbuilding may be located within one hundred (100) feet from the front lot line and shall not be located nearer than ten (10) feet to any side or back lot line.

BOOK 1093 PAGE 339

15. The invalidation of any one of these covenants by judgment, court order or otherwise shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.
16. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.
17. Any attached or detached garage located on any lot which opens to the front or any side lot line must have a garage door which will close to block the view of articles stored in said garage.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the day and year first above written.

WHITE OAK CREEK CONDO  
DEVELOPMENT, LLC.  
BY:  (SEAL)  
Member-Manager

BOOK 1093 PAGE 340

North Carolina  
Pitt County

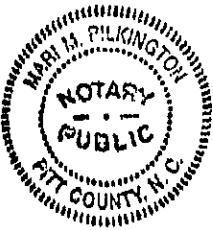
I, Mari M. Pilkington, a Notary Public for said County and State, do hereby certify that A. Myles Cartrette, as Member-Manager of White Oak Creek Condo Development, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 26th day of December, 2000.

Mari M. Pilkington  
Notary Public

My commission expires:

3-14-05



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

Mari M. Pilkington

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:09 o'clock P M. this 27 day of December 20 00.

JUDY J. TART, Register of Deeds  
By Judy J. Tart  
Assistant County Register of Deeds

Doc ID: 010879380003 Type: CRP  
 Recorded: 06/28/2011 at 11:06:48 AM  
 Fee Amt: \$20.00 Page 1 of 3  
 Pitt County, NC  
 Deborah T Barrington REG OF DEEDS  
 BK 2897 pg 87-89

Prepared By & <sup>file</sup> Return to: Gregory K. James, PA, 315 Evans St., Greenville, NC 27858

STATE OF NORTH CAROLINA

COUNTY OF PITT

DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS  
 RUNNING WITH THE LAND FOR COOPER'S POINTE SUBDIVISON, SECT 7  
 AND A REVISION OF LOT 121 COOPER'S POINTE, SECT 6, PHASE 2

KNOW ALL MEN BY THESE PRESENTS, ROSEWOOD FARMS, LLC and REGGIE SPAIN CONSTRUCTION, LLC, hereafter 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 no owning or hereafter acquiring as owners any lot or parcel of land in the area and subdivision designated as Cooper's Pointe Subdivision, Section 7 & a revision of Lot 121, Section 6, Phase 2, Revised, which is located in Winterville Township, Pitt County, Winterville, North Carolina, and specifically described as Lots 139 through 189, Cooper's Pointe Subdivision, Section 7 as shown on map of record in Map Book 73 Page 132-133 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:

WITNESSETH:

WHEREAS, Declarant, is the owner of certain property lying and being in City of Winterville, Winterville Township, Pitt County, North Carolina, and being all of Cooper's Pointe Subdivision, Section 7 & a revision of Lot 121, Section 6, Phase 2, Revised, which is located in Winterville Township, Pitt County, Winterville, North Carolina, and specifically described as Lots 139 through 189, Cooper's Pointe Subdivision, Section 7 as shown on map of record in Map Book 73 Page 132-133 of the Pitt County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of same, 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.

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until September 30, 2021, at which time these covenants shall be automatically extended for successive periods of ten (10) 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. If any parties hereto or any of them, or their heirs or said covenant in whole or in part. 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 persons owning any 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 covenants either to prevent him or them from so doing or to recover damages or other dues for such violation.
2. This property shall be known, described and restricted to as residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than one single-family dwelling (which may include an attached garage or carport for not mor than two cars) and one non-detached outbuilding to be



constructed incidental to the residential use of the property. The exterior of any such outbuilding is to be constructed using the same type of material as on the dwelling.

3. Any residence built on any lot in the subdivision shall contain no less than 1350 square feet of heated space or 1,500 square feet of covered space, to include porches, garage and bonus rooms.
4. 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.
5. 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.
6. 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.
7. No animals, livestock, poultry of any kind shall be raised, bred, or kept on any portion of the property except that domesticated dogs, 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 purposes; and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep pets, within reason, but that there will not be allowed on the property an unreasonable number of such animals. For example, no owner of any lot within the property will be allowed to keep unreasonable number of hunting dogs or other such animals in kennels on the property.
8. No barbershop, beauty parlors or shops or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina, are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.
9. 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 pick-up truck, up to 1/4 tons in size, to park such truck on the property if it is to be used by such owner for his personal conveyance. Also, the owner of any portion of the property may park thereon a lawn tractor to be used for the upkeep of the property.
10. 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
11. All individual purchasers, from and after the date of recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weed, rubbish, trash, debris and other matter.
12. No fence over six (6) feet in height shall be construed, built or erected on any lot; and any such fence, split-rail or privacy fence shall be construed, built or erected at least one foot from the property lines of such lot after first having obtained written approval for same from Declarant, Rosewood Farms, LLC and Reggie Spain Construction, LLC or its designee. No chain link fence will be permitted on any lot. It is further provided that no fence of any material shall be construed on any lot on the property closer to the front of any lot closer than the rear portion of the main dwelling construed on said lot.
13. At the option of Declarant, Rosewood Farms, LLC and Reggie Spain Construction, LLC, no dwelling, building structure or outbuilding of any kind or nature shall be constructed, erected, placed, or altered on any lot on the property until the construction plans, specifications, and plans showing the location of such structures have been approved in writing by Rosewood Farms, LLC and Reggie Spain Construction, LLC or its designee.

- 14. No family dwelling shall be located nearer to the front lot line than minimum building line as shown on the recorded map. No family dwelling shall be located nearer than fifteen (15) feet to any side lot or twenty (20) feet to any back lot line. No outbuilding may be located within on hundred (100) feet from the front lot line and shall not be located nearer than five (5) feet to any side or back lot line. It is the intent of Rosewood Farms, LLC and Reggie Spain Construction, LLC that the aforementioned setbacks and these restrictive covenants are to be consistent with the Town of Winterville zoning ordinance as approved and adopted by the Winterville Board of Alderman.
- 15. The violation of any one of these covenants by judgment, court order or otherwise shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.
- 16. Any portion of the property dedicated to an accepted by a local public authority shall be exempt from the Declaration contained herein.
- 17. Any garage located on any lot which opens to the front or any side lot line must have a garage door, which will close to block the view of articles stored in said garage.

IN WITNESS WHEREOF, the Declarant, and any other necessary party have hereunto set their hands and seals this the 22nd day of September, 2011.

ROSEWOOD FARMS, LLC

BY: [Signature]  
 Reginald C. Spain, Member/Manager

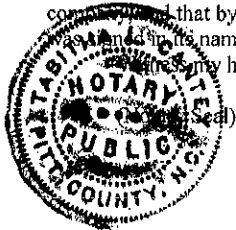
[Signature]  
 R. Keith Spain, Member/Manager

REGGIE SPAIN CONSTRUCTION, LLC

BY: [Signature]  
 Reginald C. Spain, Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, [Signature], a Notary Public for said County and State, certify that Reginald C. Spain and R. Keith Spain personally came before me this day and acknowledged that he is the Member/Manager of ROSEWOOD FARMS, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company the foregoing instrument was signed in its name by its Member/Manager.

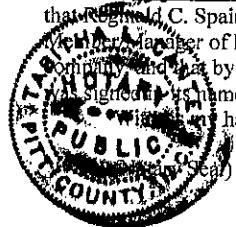


Witness my hand and Official Seal or Stamp, this the 22 day of Sept, 2011.

[Signature]  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES Aug. 12, 2012

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, [Signature], a Notary Public for said County and State, certify that Reginald C. Spain personally came before me this day and acknowledged that he is the Member/Manager of REGGIE SPAIN CONSTRUCTION, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company the foregoing instrument was signed in its name by its Member/Manager.



Witness my hand and Official Seal or Stamp, this the 22 day of Sept, 2011.

[Signature]  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: Aug. 12, 2012