

Prepared By: Horne and Smith, P. A.

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NORTH CAROLINA

PITT COUNTY

DECLARATION OF CONDITIONS, RESTRICTIONS
AND COVENANTS RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS, Joseph D. Speight and wife, Maxine A. Speight, do 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 17, 18, 19, 20, and 21, Moss Bend, Section 2, recorded in Map Book 34, Page 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 January 1, 2007, 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.

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4. No structure shall be erected, placed or permitted to remain on any residential plot other than one detached single family dwelling and other outbuildings incident to the residential use of the plot. No structure of any type shall be started on any of the above described tracts until the plans of such structure and the plot plan showing the location of such structure has been approved by Joseph D. Speight or the architectural committee of the Moss Bend Homeowners Association, Inc. Such action in either event must be in writing.

5. No lot may be subdivided.

6. 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.

7. All trees on lot lines shall be maintained as a buffer between residential plots. Any trees destroyed by construction, natural causes or any other cause shall be replaced by owner of said tract.

8. 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.

9. 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 and Joseph D. Speight or the architectural committee of Moss Bend Homeowners Association, Inc.

10. No barns, stables, and outbuildings for the purpose of maintaining horses shall be permitted on any lot.

11. No dwelling costing less than \$80,000 nor having less than 2000 square feet of living area shall be permitted on any lot, 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 January, 1987 in this locality. That is, the above cost is to be estimated on a basis of January, 1987 construction costs in this locality.

12. 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.

13. 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 ten feet in width for the installation and maintenance of underground utilities is reserved along any lot line abutting a street.

14. All individual purchasers from and after this date shall be required to keep their respective tracts free and clear of weeds, rubbish, trash, debris, and other matter.

15. No TV satellite reception dishes may be placed anywhere on any lot.

16. There is hereby dedicated as a private road, that property shown as Landing Circle, on that map appearing of record in Map Book 33, Pages 55 and 56 of the Pitt County Registry, along with an easement for the owner of each lot, their heirs and assigns for ingress, egress and regress over and above Landing Circle.

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17. The declarant, for each lot owned within the subdivision, hereby covenants, and each owner of any lot by the acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree and accept membership in Moss Bend Homeowners Association, Inc. The charter of said corporation is recorded in Book 25 Page 508 of the Book of Corporations of the Pitt County Register of Deeds.

18. Moss Bend Homeowners Association, Inc. shall be regulated pursuant to the By-Laws of Moss Bend Homeowners Association, Inc., a copy of which is recorded in the office of the Register of Deeds of Pitt County.

19. It shall be the duty and power of Moss Bend Homeowners Association, Inc. to maintain and repair the streets and any common areas within the subdivision and to pro-rate the cost of any such maintenance or repairs to the owner of each lot within the subdivision. Such proration for maintenance or repairs of the road shall be made by assessing to each lot owner, based on the front footage of their lot abutting on Landing Circle, as a percentage of the total road frontage of Landing Circle and dividing it into the total expenditure which would constitute the amount due by each lot owner. Any other costs for maintenance or repairs of any common areas within the subdivision shall be pro-rated on a per lot basis by taking the total number of lots and dividing it into the total expenditure which would constitute the amount due by each lot owner.

20. All assessments by Moss Bend Homeowners Association, Inc., 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. Such assessments, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who has the ownership of such property at

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the time when the assessment falls due. The obligation for delinquent assessments shall run with the land and pass to the successors in title.

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.

Joseph D. Speight (SEAL)
JOSEPH D. SPEIGHT
Maxine A. Speight (SEAL)
MAXINE A. SPEIGHT

NORTH CAROLINA

COUNTY OF Pitt

I, Stephen F. Horne, II, a Notary Public of the aforesaid County and State do hereby certify that JOSEPH D. SPEIGHT and wife, MAXINE A. SPEIGHT, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and Notarial Seal, this the 6th day of January, 1987.



Stephen F. Horne, II
NOTARY PUBLIC

My commission expires: July 4, 1989

SFH10

NORTH CAROLINA: Pitt County
The foregoing certificate of Stephen F. Horne, II N. P. of Pitt Co, NC
is certified to be correct.
Filed for registration at 4:16 o'clock P M this 6 day of January, 1987
ELVIRA T. ALLEN, Register of Deeds
By Elvira T. Allen