

RETURN  
N. Gene Ferrell  
Plat 2 54/25-A  
Wilson, D.C.  
27851

NORTH CAROLINA  
WILSON COUNTY

THIS DECLARATION OF BUILDING RESTRICTIONS, executed by HUBERT GENE FERRELL and wife, DIANNE R. FERRELL, this 8th day of December, 1987.

WITNESSETH:

WHEREAS, Hubert Gene Ferrell and wife, Dianne R. Ferrell, hereinafter referred to as "developer," is the owner of that certain real estate development known as "Camelot Subdivision, Section Three," as a shown on a map thereof recorded in Plat Book 20, page 2, Wilson County Registry; and

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WHEREAS, the developer desires to protect the future owners and occupants of homes and dwellings located in the above-referred to real estate development from the encroachment of undesirable buildings and undesirable building practices; and desires generally to preserve said real estate development as an area suitable for healthful and pleasant living conditions; and

WHEREAS, the said developer proposes and intends by this instrument to create certain restrictions upon the hereinabove referred to real estate development, which shall henceforth be binding upon itself, its successors and assigns, and upon future owners of lots and property as shown on the map herein referred to.

NOW, THEREFORE, in consideration of the premises and for the purposes herein expressed, the said developer does hereby set forth and declare the following restrictions and does covenant and agree to and with all persons, firms and corporations now or hereafter acquiring any property as shown on the aforementioned map, that said lots are now and shall hereafter be subject to the following conditions and restrictions, to-wit:

(1) All lots shown on the above referred to map shall be used for residential purposes only. No building, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and private garage, and other outbuildings incidental to residential use; no dwelling shall exceed two stories in height, except with the written approval of the architectural committee.

The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such construction is impossible or would result in great hardship to the owner or the contractor due to strikes, fires, natural emergency or natural calamities. During the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition. During the construction of any improvements on any lot, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

(2) No building, fence, wall, or entrance markers or pillars, shall be erected, placed or altered on any lot until the construction plans, use, specifications, exterior color and finish, exterior materials, plot plan showing the location of the building or structure, and drive and parking area, shall have been approved by the Architectural Committee, its successors and assigns. Each such improvement shall be placed on the lots only in accordance with the plans and specifications and plot plan so approved. Refusal of approval may be based by the Architectural Committee upon any ground, including purely aesthetic conditions or to preserve healthful and pleasant living conditions, which in the sole and uncontrolled discretion of the Architectural Committee shall be deemed sufficient.

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No signs shall be erected or maintained on the lots unless approved in advance by the Architectural Committee. No trade materials or inventories may be stored upon the lots. No trucks or vans, except small one-half ton trucks and one-half ton vans, shall be stored or parked on the lots, except with the written approval of the Architectural Committee. No business activity or trade of any kind whatsoever shall be carried on upon any lot except development construction as permitted in this Declaration of Building Restrictions.

The Architectural Committee shall be composed of Hubert Gene Ferrell, Dianne R. Ferrell, and a third person appointed by the two aforementioned persons. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor. The members of the Committee shall serve without compensation.

The Committee's approval or disapproval shall be in writing. In the event that the Committee, or its designated representative, fails to disapprove or approve within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to completion of the improvement, approval will not be required and the related covenant shall be deemed to have been fully complied with.

(3) The total floor area of the main structure, exclusive of porches, basements, garages, carports and patios of a one story dwelling shall be not less than 1600 square feet. The ground floor of a story and one half dwelling shall not be less than 1300 square feet. The ground floor of a two story dwelling shall not be less than 1000 square feet.

(4) Except with the prior written approval of the Architectural Committee, the following restrictions shall apply:

(a) No building or structure of any kind shall be erected or located on any lot nearer than 40 feet to the front lot line.

(b) No main structure erected or located on a Lot shall be located nearer than 120 feet to the rear lot line, except Lot No. 10 shall not be subject to this restriction.

(c) No building or structure erected or located on a Lot shall be nearer than 12 feet to any interior lot line.

(5) Any and all of the lots shown on the aforementioned map may in the future be rearranged by the owners thereof. The term "lot" as used herein, shall refer not only to lots as laid out on the map referred to herein, but also to any rearranged lot as provided for in this paragraph; and the words "lot line" as used herein shall refer not only to the original lot lines on the map but to any new lot lines created by any rearrangement of any existing lot, said new lot lines to be deemed to replace the platted lines of said lot. However, said rearrangement shall not increase the total number of lots as shown on the aforementioned map.

(6) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(7) No structure of a temporary character or any trailer, mobile home, basement, tent, shack, barn, log homes, or any other outbuilding shall be erected or maintained on any lot without the prior written approval of the Architectural Committee and in the event approval is obtained, none of the above shall be used on any lot at any time as a residence either temporarily or permanently.

(8) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

(9) Each owner shall keep his lot free of tall grass, undergrowth, dead trees, trash, unusual or abandoned vehicles and rubbish and properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his lot as above provided in the opinion of the Architectural Committee, then developer, or its successors and assigns, at its option may have the required work done and the costs thus incurred by developer or its successors and assigns shall be paid by the lot owner.

(10) Any TV satellite dish or TV satellite antenna must be located on the lot to the rear of the house.

(11) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years. At any time after the initial 25 years, an instrument signed by a majority of the owners of the lots in the above referred to real estate development can be recorded, agreeing to change said covenants in whole or in part setting forth the changes therein.

(12) In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the developer, the owners of lots as shown on the aforementioned map or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, developer, its successors and assigns, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, developer, its successors and assigns, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration of Building Restrictions, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

(13) Developer, its successors and assigns, shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the developer, its successors and assigns, whether given, granted or withheld.

(14) All conveyances hereinafter executed by owners of lots as shown on the aforementioned map shall be made subject to all of the restrictions hereinbefore enumerated and such restrictions shall be incorporated in such deeds of conveyance by reference to this instrument, duly recorded in the Wilson County Registry.

IN WITNESS WHEREOF, Hubert Gene Ferrell and wife, Dianne R. Ferrell, have caused this instrument to be executed in their names this the day and year first above written.

Hubert Gene Ferrell (SEAL)  
HUBERT GENE FERRELL

Dianne R. Ferrell (SEAL)  
DIANNE R. FERRELL

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NORTH CAROLINA  
WILSON COUNTY

I, Celia W. Brinson, Asst. Reg. of Deeds, Notary Public, in and for said County and State, do hereby certify that HUBERT GENE FERRELL and wife, DIANNE R. FERRELL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 4 day of Jan., 1987.

Shirley J. Leysdon  
Notary Public  
Register of Deeds  
by Celia W. Brinson  
Asst.

~~My Commission expires~~

NORTH CAROLINA  
WILSON COUNTY  
FILED FOR REGISTRATION  
AT 2:30 O'CLOCK P.M. 4 DAY OF  
Jan 1987 AND RECORDED  
IN BOOK 1342 PAGE 157  
Shirley J. Leysdon  
REGISTER OF DEEDS  
by Celia W. Brinson  
Asst.

I, RONNIE L. SUTTON, certify that this plat was drawn by my surveyor, (check description recorded in Book 255, Page 200), that the ratio of precision as calculated in S.S. 47-20 was amended. Witness my original signature, registration and seal this 19th day of May, A.D., 1998.

RONNIE L. SUTTON L-3439

State of North Carolina  
County of Wilson  
I, Edward M. Willy, Review Officer of Wilson County, certify that the plat and map thereon conform to all statutory requirements for recording.

REVIEW OFFICER 5/22/98 Edward M. Willy

I, RONNIE L. SUTTON, certify that the survey creates a subdivision of land in an area covered by a subdivision of land.  
SURVEYOR RONNIE L. SUTTON

I (we) hereby certify that I (we) am (are) the owner(s) of the land in this plan of subdivision with my (our) free consent, establish the boundaries and other data and monuments to Wilson County specifically. Furthermore, I (we) plot all sewer and water lines to the specifications of the County Engineer.

Hubert Gene Ferrell & Dianne R. Ferrell  
5-19-98  
Hubert Gene Ferrell 5/19/98  
OWNERS(S) DATE

I hereby certify that the subdivision plat shown hereon has been found to comply with the provisions of the laws of North Carolina relating to the recording of such subdivisions, and that it has been approved by the Register of Deeds.

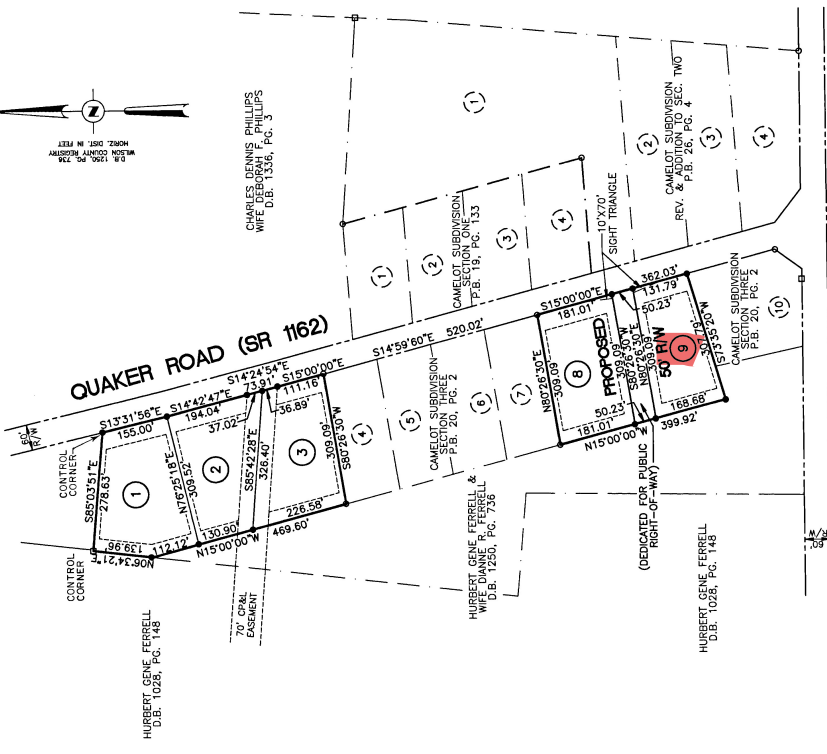
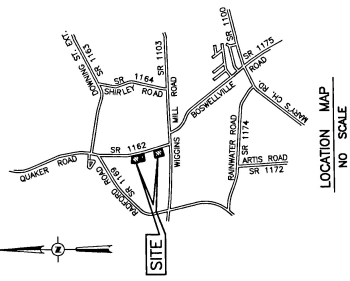
Edward M. Willy (Eg) 5/22/98  
CLERK, WILSON COUNTY BOARD OF COMMISSIONERS DATE

SETBACKS:  
FRONT = 40'  
REAR = 30'  
ST. SIDE = 20'

LEGEND  
EXISTING IRON PIPE  
EXISTING CONCRETE MONUMENT

LOT #	ACREAGE
LOT 1	1.40 AC.
LOT 2	1.28 AC.
LOT 3	1.28 AC.
LOT 4	1.28 AC.
LOT 5	1.08 AC.
LOT 6	0.35 AC.
50' R/W	0.35 AC.
TOTAL AREA	6.69 AC.

PROJECT NO: 898-028  
FIELD BOOK: 538  
ASSET FILE: N/A  
POST SCALE: 1"=500'



WIGGINS MILL ROAD (SR 1103)

FINAL PLAT  
SECTION FOUR  
**CAMELOT SUBDIVISION**  
PROPERTY OF  
**HURBERT GENE FERRELL**  
AND WIFE  
**DIANNE R. FERRELL**

LOCATED IN  
CROSS ROADS TWP., WILSON CO., NC.  
APRIL 1998 SCALE: 1" = 200'

GREEN ENGINEERING  
POST OFFICE BOX 609 - 303 N. GOLDSBORO ST.  
WILSON, NORTH CAROLINA 27893

NORTH CAROLINA  
WILSON COUNTY  
FILED FOR REGISTRATION  
AT 2:00 O'CLOCK A.M. 22 DAY OF  
MAY 1998 AND RECORDED  
IN BOOK 255 PAGE 200

REGISTER OF DEEDS  
By Audrey K. Mason, Asst

MAIL TO:  
HURBERT GENE FERRELL  
5221 WIGGINS MILL ROAD  
LUCAMA, NC. 27851

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