

File's

PREPARED BY: Gregory K. James, Attorney At Law

NORTH CAROLINA

PITT COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this the 25<sup>th</sup> day of February, 2002, by EDMONSON CONSTRUCTION COMPANY, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the "property") lying and being situate in City of Greenville, Winterville Township, Pitt County, North Carolina, and being all of the Lots in Augusta Trails, Section 2 as shown on plat of record in Map Book 57 at page 30 of the Pitt County Registry.

WHEREAS, Declarant, prior to selling and conveying the aforesaid lots, desires to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit of all of the lots in the subdivision in order to promote the best interests and protect the investments of Declarant and Owners.

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

GREGORY K. JAMES, P.A.  
ATTORNEYS AT LAW  
315 S. EVANS STREET  
GREENVILLE,  
NORTH CAROLINA  
27838  
(252) 752-2400  
FAX (252) 752-2784

BOOK 1267 PAGE 676

having any right, title or interest in the property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each such party to wit:

1. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or 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 property owners.
2. 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.
3. The property herein described shall be used for residential duplex purposes only and no business or commercial enterprise may be carried on upon the premises. However, Declarant may approve multi-family structures in accordance with paragraph 4 below. This restriction, however, shall not prevent any support activities in conjunction with any duplex project or such other approved multi-family development such as management offices, maintenance areas, recreation areas, snack areas, central meeting room areas and other such functions normally associated with a duplex project or such other approved multi-family development. Any duplexes built on the lots shall contain a minimum of 850 square feet of heated floor space on each side of the duplex unit (1700 square feet minimum per lot).
4. No lot or parcel of land in this subdivision may be used for any single or multi-family purposes such as duplexes, apartments, planned unit developments or condominiums without the prior approval of such use by Declarant or his successors or designees. No structure of any type shall be started on any of the above described lots until the plans of such structure and the plot plan showing the location of such structure have been approved by Declarant or his successors or designees. Such approval in both events must be in writing. If no approval or rejection has been given for such planned use or for such plans which have been deposited or delivered to Declarant, his successors or designees within thirty (30) days after written application, the plan shall be deemed to have been approved. No lot subject to this Declaration shall be further divided into smaller lot size. However, Declarant shall have the exclusive right to allow, with his written approval, multi-family units greater than duplexes. Both the plot plans and building plans must be submitted to the Declarant and approved on one or more combined lots.

GREGORY K. JAMES, P.A.  
ATTORNEYS AT LAW  
315 S. EVANS STREET  
GREENVILLE,  
NORTH CAROLINA  
27858  
(252) 752-2400  
FAX (252) 752-2784

5. If the parties claiming hereunder or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein except as hereinafter provided it shall be lawful for the Declarant or 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, either to prevent him or them from so doing or to recover damages specifically excluded from any liability for monetary damages. Provided however, Declarant does hereby reserve to himself, his assigns or designees the right to waive violations of minimum building lines which violations exceed said minimum building lines by no more than five percent (5%).
6. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the Declarant of this subdivision other than those properties to which these restrictive covenants specifically apply.
7. Drainage and utility easements are reserved on said lots as shown on the recorded plat aforementioned.
8. 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.
9. 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.
10. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or in part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, provided, that no amendment shall alter any rights reserved by Declarant. To be effective any amendment must be recorded in the Office of the Register of Deeds of Pitt County, North Carolina and a marginal entry of same must be signified on the face of this document.
11. 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.

GREGORY K. JAMES, P.A.  
ATTORNEYS AT LAW  
315 S. EVANS STREET  
GREENVILLE,  
NORTH CAROLINA  
27858  
(252) 752-2400  
FAX (252) 752-2784

BOOK 1267 PAGE 678

12. No satellite television reception dish shall be erected, placed or allowed to remain on any lot except one (1) satellite receiver not exceeding 24 inches in diameter may be placed on the roof of a dwelling or in the rear yard only. No television antennae or radio antennae in excess of ten (10) feet in height may be erected on any structure on any lot. No skateboarding, roller skating, bicycle or other ramps may be built on any lot. No clothes lines may be erected on any lot. All driveways must be made of concrete. No fences may be erected without the prior written approval of the Declarant, his successors or designees, so as to keep all fences consistent as to material, height and design.
13. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion the property of any duplex side, 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 purposes. The City of Greenville's "leash laws" apply to any animal outside of the dwelling.
14. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the line dividing between any two or more lots shall constitute a party wall and , not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning a party wall, or under provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one arbitrator, and the decision shall be by a majority of all the arbitrators.
15. Any two lot owners who jointly use a party wall may mutually agree to provide for exterior maintenance upon the structures upon each lot particularly as to painting, exterior finish, replacement and care for roof, gutter, down spouts and exterior building surfaces. The parties owning property on which the joint party wall is in use may agree to provide for separate maintenance to the end that each owner shall take care of and be responsible for the maintenance on his property,

GREGORY K. JAMES, P.A.  
ATTORNEYS AT LAW  
315 S. EVANS STREET  
GREENVILLE,  
NORTH CAROLINA  
27138  
(252) 752-2400  
FAX (252) 752-2784

but each separate owner shall maintain his property including the appearance in a manner not incompatible with the adjacent party wall owner. In the event of any dispute arising concerning the maintenance or the sharing of cost of maintenance or any other matter under the provisions of this Article, each lot owner shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

- 16. Greenville Utilities Commission shall install and maintain rural residential street lighting within the subdivision. Following the installation of residential street lighting by means of mercury vapor or sodium vapor lighting units within the subdivision, any party or person who may then own, or may hereafter own, any interest in any lot or duplex side within the subdivision, shall be obligated to pay to Greenville Utilities Commission of the City of Greenville, North Carolina, the monthly rate per lot or duplex side (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 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 governmental unit. Any and all mercury vapor or sodium lighting units installed within the subdivision shall be and remain the property of Greenville Utilities Commission. Installation of street lighting on buildings and structures permitted.

IN WITNESS WHEREOF, the Declarant has executed this Declaration,

this the day and year first above written.

Branch Banking & Trust Company joins in the execution of this document as a holder of a security interest in the premises.

EDMONSON CONSTRUCTION COMPANY, INC.

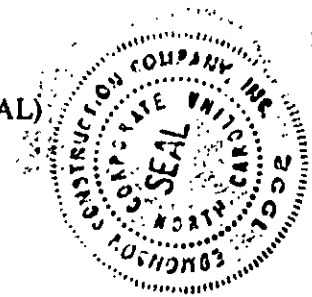
BY: [Signature]  
DON H. EDMONSON, President

GREGORY K. JAMES, P.A.  
ATTORNEYS AT LAW  
315 S. EVANS STREET  
GREENVILLE,  
NORTH CAROLINA  
27858  
(252) 752-2400  
FAX (252) 752-2784

ATTEST:

[Signature]  
NANCY L. EDMONSON, Secretary

(CORPORATE SEAL)



BOOK 1267 PAGE 680

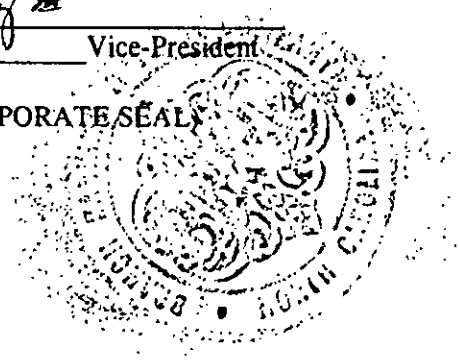
BRANCH BANKING & TRUST COMPANY

BY: John R. Buntz Vice-President

ATTEST:

Brad M. Hunter  
Asst-Secretary

(CORPORATE SEAL)



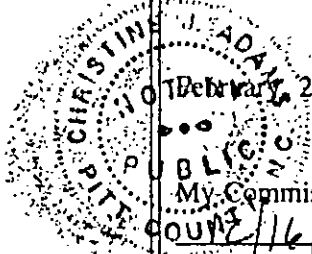
STATE OF NORTH CAROLINA

COUNTY OF PITT

I, Christine J. Adams, a Notary Public for the County and State aforesaid certifies that NANCY L. EDMONSON personally came before me this day and acknowledged that she is Secretary of EDMONSON CONSTRUCTION COMPANY, 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, sealed with its corporate seal and attested by herself as its Secretary.

Witness my hand and Official Seal or Stamp this the 24 day of February, 2002.

Christine J. Adams  
NOTARY PUBLIC



My Commission Expires: 11/16/05

STATE OF NORTH CAROLINA

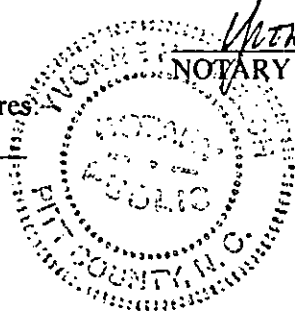
COUNTY OF PITT

I, Yvonne H. Creech a Notary Public for the County and State aforesaid do hereby certify that J. Scott Heritage personally appeared before me this day and acknowledged that she/he is Asst. Secretary of Branch Banking & Trust Company, a North Carolina corporation and that by authority duly given and as the act of the corporation the foregoing instrument was signed by its Vice President, sealed with its corporate seal and attested to by her/himself as its Asst. Secretary.

Witness my hand and Official Seal or Stamp this the 15th day of February, 2002.

Yvonne H. Creech  
NOTARY PUBLIC

My Commission Expires: 11-14-03



GREGORY K. JAMES, P.A.  
ATTORNEYS AT LAW  
315 S. EVANS STREET  
GREENVILLE,  
NORTH CAROLINA  
27838  
(252) 752-2400  
FAX (252) 752-2784

NORTH CAROLINA: PITT COUNTY

The foregoing certificate(s) of Christine J. Adams  
& Yvonne H. Creed Notary (ies) Public(s)  
(are) certified to be correct. Filed for registration at 4:54 o'clock P M. this  
26 day of February, 2002.

JUDY J. TART, REGISTER OF DEEDS  
BY: Talou C. Hammett  
Assistant/Chief Deputy Register of Deeds