



Doc ID: 000310530011 Type: CRP
Recorded: 01/12/2006 at 02:39:18 PM
Fee Amt: \$44.00 Page 1 of 11
Pitt County, NC
Judy J. Tart Register of Deeds

BK **2052** PG **441-451**

PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
IRISH CREEK SUBDIVISION, SECTION 2 PHASE 1-A

S. L. L.
Prepared By: Gary Davis

~~Return To:~~ Mr. Lynn Evans, WLH Development, LLC, 615 Merchant Dr. Winterville, NC 28590

KNOW ALL MEN BY THESE PRESENTS that WLH Development, LLC, ("Declarant") as owner of the hereinafter described real property known and designated as Irish Creek Subdivision, Section 2 Phase 1-A, does covenant and agree to and with all other persons, firms, or corporations now owning, or hereafter acquiring as owner, any lot or parcel of land in the area and subdivision designated as Irish Creek Subdivision, Section 2 Phase 1-A, which is located in or near Greenville, North Carolina, and specifically described as Lots 82, 83, 84, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 155, 156, 157, 158, 159, 160, 161, 200, 201 and 202 of Irish Creek Subdivision, Section 2 Phase 1-A, as shown on map thereof prepared by Rivers and Associates, Inc., recorded and of record in Map Book 64, Page 88 of the Pitt County Registry; that said real property is subject to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

1. EFFECT OF COVENANTS, TERMS THEREOF. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 2023, at which time said 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 it is agreed to change said covenants in whole or in part. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) 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. Notwithstanding the foregoing, the Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any Lot, to amend this Declaration

without the consent of joinder of any party to: (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local government entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein. Notwithstanding any other terms and conditions contained herein, no amendment may be made to this Declaration amending or terminating the rights of the Declarant without the prior written consent of the Declarant.

2. **ENFORCEMENT OF COVENANTS.** 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 person 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, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

3. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

4. **LAND USE AND TYPE OF BUILDING; ALL BUILDING PLANS MUST BE APPROVED.** All lots shall be known, described and restricted to residential lots. No structure shall be erected, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height, and other outbuildings, including a private garage for not more than three vehicles, incidental to the residential use of the lot. No dwelling, building, structure, fence or outbuilding, of any kind or nature, shall be constructed, erected, placed on any lot on the property nor shall any exterior addition or change (including a change of materials but excluding a change of color) to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as hereafter defined. However, if plans have been delivered in writing by certified mail, return receipt requested, or by hand delivery to a Manager of Declarant or an architectural committee appointed by Declarant (or the Board of Directors after the "Declarant Control Period") and no response is given within thirty (30) days of such receipt, the plans shall be deemed accepted. In any event, all residences constructed must have a front exterior surface of brick, and all exterior doors entering into heated space must have an approved overhang.

All mailboxes and supporting posts shall be of a design approved by the

Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as herein defined, and after the "Declarant Control Period", by the Board of Directors.

5. **BUILDING LOCATION.** All building locations must comply to the zoning ordinances of the City of Greenville and be approved by WLH Development, LLC. In addition, no building shall be located on any residential building lot nearer to the front or abutting the side street than the minimum setback line. The minimum setback line is 25 feet from the street right of way. No building shall be located nearer than ten (10) feet to any side lot line or fifteen (15) feet to any rear lot line. See also Paragraph 18 hereof and the map of Irish Creek Subdivision, Section 2 Phase 1-A, of record in Map Book 64, Page 88, Pitt County Registry, for the location of easements and riparian buffer which further restrict building location.

6. **LOT AREA.** No residential structure shall be erected or placed on any building lot, which lot has an area of less than the area of the smallest recorded lot.

7. **DWELLING SIZE.** No dwelling having less than two thousand (2000) square feet of heated area shall be permitted on any lot.

8. **NUISANCES, AND OFFENSIVE ACTIVITIES AND CONDITIONS.** No noxious or offensive trade or activity shall be carried on or permitted upon any lot, 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 any lot which is or may become an annoyance or nuisance to the neighborhood.

9. **COMMERCIAL, BUSINESS AND TRADE ACTIVITIES PROHIBITED.** No barber shops, beauty parlors or shops, or any commercial or business activity shall be permitted or suffered to remain on any of the lots shown on the map referred to herein. However, nothing in this provision shall prevent any owner from engaging in a hobby or some other activity which is not done for profit, provided the same does not conflict with any other of the several provisions of these covenants. No trade materials or inventories may be stored upon the premises of any lot. No business or commercial venture shall be directed or carried on with the address of any lot in said subdivision. No trucks or tractors may be regularly stored or parked upon the premises of any lot. This provision is not, however, to be interpreted to prohibit the owner of a pickup truck, up to one ton in size and used by the owner for his personal conveyance, to be parked upon a lot; also the owner of a lot can park thereon a lawn tractor to be used for the upkeep of his lot. No mini-bikes, motorbikes, ATVs or similar vehicles shall be used on lawns, unpaved streets or undeveloped areas. No mobile home, camper, recreational vehicles or the like shall be parked on the streets or lots of the Development. No stored vehicles (stored vehicles shall be defined as any vehicle left undriven for more than seven days) shall be parked on the streets of the Development.

10. **TEMPORARY STRUCTURES.** No structure of a temporary nature,

including, but not limited to a trailer, mobile home, 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 or mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on any lot. This prohibition shall not exclude the use of a detached garage or other small outbuilding for storage or playroom use, if properly constructed and located on a lot and approved by Declarant or its successors and assigns, prior to its erection. Travel trailers and motor homes shall not be excluded under this provision, provided that they are of the size and quality that, in the opinion of Declarant or its successors and assigns, are not offensive to the residential character of the neighborhood and provided they are not used as a residence.

11. **SIGNS PROHIBITED.** No sign of any kind shall be displayed to the public view of any lot, except one sign of not more than eight square feet advertising the property for sale, or signs used by the developer or its agent to advertise the property during the construction and sales period.

12. **ERECTION OF FENCES.** No fence may be erected, installed or situated on any part of the lots shown on the above referred to map, without approval in writing from Declarant or its successors and assigns.

13. **TELEVISION SATELLITE DISH ANTENNAE.** No television satellite dish antenna shall be erected, placed or permitted to remain on any residential lot other than one television satellite dish antenna not more than three (3) feet in diameter. The exact location of such television satellite dish antenna must be approved in writing by Declarant or its successors and assigns.

14. **ANIMALS, LIVESTOCK, POULTRY AND REPTILES PROHIBITED.** No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except that domesticated dogs and cats, and small, non-offensive and harmless household pets may be kept by an owner, provided that they are not kept or used for breeding or maintained for any commercial purpose, 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.

15. **SANITATION.** 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 material shall be kept in a clean and sanitary condition.

16. **CLEANLINESS OF LOTS.** All individual purchasers from and after this date shall be required to keep their respective lots free and clear of weeds, rubbish, trash, debris and other matter, and the yard mowed. Without limiting the foregoing, during any construction all Lots shall be kept clean and maintained free from trash and construction debris, particularly such items as may blow or be dispersed onto other

property.

**17. COVENANTS RESTRICTED TO LOTS DESCRIBED HEREIN;
RESERVATION OF RIGHT BY OWNER TO DESIGNATE LOTS AS STREETS.**

Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these Restrictive Covenants specifically apply.

WLH Development, LLC, its successors and assigns, hereby expressly reserve the right and privilege to designate one or more of the lots shown on the aforesaid map of Irish Creek Subdivision, Section 2 Phase 1-A, which is of record in Map Book 64, Page 88, of the Pitt County Registry, for the use as streets for access to adjoining property, and for egress and ingress between the property shown on the aforesaid map and adjoining property, and the right and authority of WLH Development, LLC, to designate one or more lots shown on the aforementioned map for the use as a street shall include the right to offer for dedication one or more of the lots for the use as a street for access purposes; and such designation of said lots for streets can be made at any time that WLH Development, LLC, is the record owner of such lot or lots to be offered for dedication or at any time that the record owner of such lot or lots consents in writing to such designation by WLH Development, LLC, by recordation of an instrument in the Pitt County Registry; the provisions of these covenants respecting the use of lots for residential purposes shall not be deemed to prevent the designation and use of such lots for streets for access to adjoining property.

18. EASEMENTS RESERVED. All drainage, sanitary sewer, water, triangle, greenway, and other easements as shown on the aforementioned recorded map of Irish Creek Subdivision, Section 2 Phase 1-A, of record in Map Book 64, Page 88, of the Pitt County Registry are hereby reserved.

In addition, easements for the installation and maintenance of utilities and drainage facilities are reserved on each lot on the aforesaid map recorded in Map Book 60, Page 76, of the Pitt County Registry, upon and over the rear ten (10) feet of each lot (the ten (10) foot easement to be across and upon the full width of the rear of each lot) and upon and over the five (5) feet of the side yard of each lot on both sides of each lot (the five (5) foot easement on each side of each lot will be the full depth of the lot and measured five (5) feet from the side boundary line of each lot). Within said areas no structure, planting, materials or other matter or things shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage facilities or which change the direction of the flow of drainage channels or which may obstruct or retard the flow of water through drainage channels. Notwithstanding the retention of easements for utility and drainage facilities, as set forth herein, the owner of each lot shall have the duty and obligation to maintain and keep the area of such lot included in said easements in good and proper order and compatible with the residential nature of the subdivision, except for those improvements for which a public authority or utility company is responsible.

19. SEVERABILITY. 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.

20. OWNERS' ASSOCIATION. Each lot owner shall be a member of Irish Creek Section 2 Owners' Association, Inc. (hereafter Owners' Association) and shall remain a member until he ceases to be a lot owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his lot.

Each owner of a lot shall be entitled to one vote for each such lot owned.

The Owners' Association, will be conveyed any common area as shown on maps of the subject property recorded in the Pitt County Registry, and such other common area as from time to time Declarant elects to convey to the Owners' Association.

The Owners' Association, shall have the authority to levy annual assessments for liability insurance, local taxes, recreational and other common facilities, entryways, signs, cross walks, and such other matters as it deems appropriate, and special assessments for capital improvements. Specifically it shall provide for yard maintenance for any common area and to that extent an easement of ingress and egress is granted to such portions of the non-common area as is needed or appropriate to maintain the vegetation and landscaping in the common areas as directed by the Owners' Association. Assessments shall be prorated among the owners in the same ratio as the number of votes such owner has to the total votes by the Board of Directors of the Association. Provided that assessments for each lot upon which a residence has not been built to completion shall be at the rate of 50% of the assessments attributable to lots upon which a residence has been built to completion, provided that all lots shall be assessed at the same rate no later than the end of the "Declarant Control Period" as herein defined. Any assessment, annual or special, not paid within thirty (30) days after the due date as set forth herein in the case of annual assessments or as set by the Board of Directors in the case of special assessments, shall bear interest from the due date at the lower of (i) twelve (12%) percent per annum and (ii) the highest rate allowed by law until paid. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Such assessments shall be a lien on the lots against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the lien may be foreclosed and the lot sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws.

(a) The personal obligation for assessments which are delinquent at the time of transfer of a lot shall not pass to the transferee of said lot unless said delinquent assessments are expressly assumed by said transferee.

(b) Any transferee referred to in (a) above shall be entitled to a statement from

the Board, regarding the status of the assessments against said lot and such transferee's lot shall not be subject to a lien for any unpaid assessments against such lot in excess of the amount therein set forth.

(c) Where a first mortgagee or other person claiming through such first mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment in lieu of foreclosure, obtains title to a lot, the liability of such first mortgagee or such other person for assessments shall be only for the assessments or installments thereof that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a lot shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

(d) Without releasing the transferor from any liability thereof, any unpaid portion of assessments which is not a lien under (b) above or resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust or by foreclosure thereof or by deed or assignment in lieu of such foreclosure, shall be a common expense collectible from all lot owners, including the transferee under (b) above and the first mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment in lieu of foreclosure.

No lot owner may exempt himself from liability for his share of the common expenses assessed by the association by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot or otherwise.

21. DECLARANT CONTROL PERIOD. During the "Declarant Control Period", as hereafter defined, the Declarant shall have the following rights: to maintain sales offices, management offices, models and signs advertising the project; to use easements through the common elements; to elect, appoint or remove members of the Architectural Committee during the declarant control period; to elect, appoint or remove members of the Board during the declarant control period; provided, however, (i) that not later than 60 days after conveyance of twenty-five percent (25%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a declarant, at least one member and not less than twenty-five percent (25%) of the members of the executive board shall be elected by owners other than the declarant; and (ii) that not later than 60 days after conveyance of fifty percent (50%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a declarant, not less than thirty-three percent (33%) of the members of the executive board shall be elected by owners other than the declarant; and to add additional real estate.

The "Declarant Control Period" shall mean the period commencing on the date hereof and continuing until the earlier of (i) the date seven (7) years after the date of the first conveyance of a lot to a lot owner other than a declarant; or (ii) the date upon which declarant surrenders control of the project; or (iii) upon conveyance of one hundred (100%) percent of the lots (including lots which may be created pursuant to

special declarant rights) to lot owners other than a declarant; or (iv) two (2) years after the declarant has ceased to offer lots for sale in the ordinary course of business.

22. OTHER PROPERTIES. It is the intention of the Declarant and Declarant expressly reserves the right to impress with the Covenants some or all of the remaining land described in Deed recorded in Book 1535, page 791 of the Pitt County Registry, provided such land is shown on a Map recorded in the Pitt County Registry, subdivided into lots along with an instrument executed by the Declarant, its successors or assigns, specifically referring to this paragraph. The owners of lots in any such land impressed with these covenants shall become members of Irish Creek Section 2 Owners' Association, Inc. and shall be entitled to the same benefits and burdens as the original lot owners. Notwithstanding the foregoing, nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these restrictive covenants specifically apply unless such an instrument is recorded, the Declarant reserving the right to develop other sections of the subdivision in other fashion or for other purposes.

Whereas, there has heretofore been executed and delivered to Thomas A. Vann, acting as Trustee, and FIRST SOUTH BANK a certain Deed of Trust, which is recorded in Book 1535, Page 800, in the Office of the Registry of Deeds of Pitt County, and,

Whereas, said Declarant desires that said existing Deeds of Trust be subordinated to this Declaration; and,

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustees to join in the execution thereof;

NOW, THEREFORE, said Thomas A. Vann acting as Trustee, and FIRST SOUTH BANK, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Declarant that this Declaration shall be superior to the Deed of Trust now held by said parties and to carry out said purpose said Thomas A. Vann acting as Trustee, and FIRST SOUTH BANK do hereby release, remise, and forever quitclaim unto said Declarant their title to and lien upon said lands to the extent, but to the extent only, that the Deeds of Trust now held by them shall be subordinate to this Declaration.

But it is expressly understood and agreed that except for such subordination, the Deeds of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, WLH Development, LLC, and Thomas A. Vann acting as Trustee, and FIRST SOUTH BANK have caused this instrument to be signed, this the 5 day of January, 2006.

WLH Development, LLC
a Limited Liability Company

By: [Signature]
Manager

By: [Signature]
Manager

By: [Signature]
Manager

By: [Signature]
Manager

[Signature] (SEAL)
THOMAS A. VANN, Trustee

FIRST SOUTH BANK

BY: [Signature]
S.V. (VICE) PRESIDENT

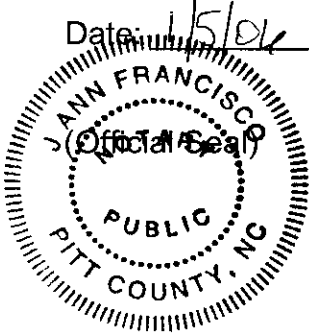
Pitt County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: LYNN EVANS, KRISTEN L. EVANS, JAMES L. LANIER, JR. and Ann P. Lanier.

Date: 1/5/05

J. Ann Francisco
J. Ann Francisco, Notary Public

My commission expires: 9-8-09



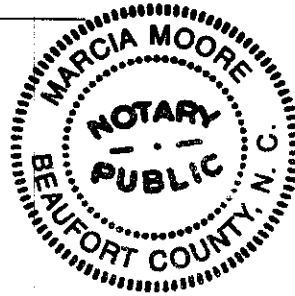
NORTH CAROLINA
Beaufort COUNTY

I, a Notary Public in and for the aforesaid County and State, do hereby certify that THOMAS A. VANN, acting as Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 10th day of January, 2005.

Marcia Moore
Notary Public

My Commission Expires: 09-01-09



NORTH CAROLINA
Beaufort COUNTY

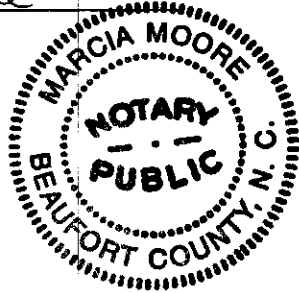
I, Marcia Moore, a Notary Public in and for the aforesaid County and State, certify that Anne R. Corey, Sr. personally came before me this day and acknowledged that he/she is (VICE) PRESIDENT of FIRST SOUTH BANK, a Corporation, and that he/she as (VICE) PRESIDENT being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 10th day of January, 2006

Marcia Moore

Notary Public

My Commission Expires: 09-01-09





Doc ID: 000330460010 Type: CRP
Recorded: 02/03/2006 at 03:45:28 PM
Fee Amt: \$41.00 Page 1 of 10
Pitt County, NC
Judy J. Tart Register of Deeds
BK **2063** PG **452-461**

PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
IRISH CREEK SUBDIVISION, SECTION 2 PHASE 1-B

Prepared By: Gary Davis

File

Return To: ~~Mr. Lynn Evans, WLH Development, LLC, 615 Merchant Dr. Winterville, NC 28590~~
Gary Davis

KNOW ALL MEN BY THESE PRESENTS that WLH Development, LLC, ("Declarant") as owner of the hereinafter described real property known and designated as Irish Creek Subdivision, Section 2 Phase 1-B, does covenant and agree to and with all other persons, firms, or corporations now owning, or hereafter acquiring as owner, any lot or parcel of land in the area and subdivision designated as Irish Creek Subdivision, Section 2 Phase 1-B, which is located in or near Greenville, North Carolina, and specifically described as Lots 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153 and 154 of Irish Creek Subdivision, Section 2 Phase 1-B, as shown on map thereof prepared by Rivers and Associates, Inc., recorded and of record in Map Book 64, Page 181 of the Pitt County Registry; that said real property is subject to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

1. EFFECT OF COVENANTS, TERMS THEREOF. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 2023, at which time said 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 it is agreed to change said covenants in whole or in part. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) 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. Notwithstanding the foregoing, the Declarant specifically reserves the absolute and

unconditional right, as long as Declarant owns any Lot, to amend this Declaration without the consent of joinder of any party to: (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local government entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein. Notwithstanding any other terms and conditions contained herein, no amendment may be made to this Declaration amending or terminating the rights of the Declarant without the prior written consent of the Declarant.

2. ENFORCEMENT OF COVENANTS. 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 person 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, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

4. LAND USE AND TYPE OF BUILDING; ALL BUILDING PLANS MUST BE APPROVED. All lots shall be known, described and restricted to residential lots. No structure shall be erected, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height, and other outbuildings, including a private garage for not more than three vehicles, incidental to the residential use of the lot. No dwelling, building, structure, fence or outbuilding, of any kind or nature, shall be constructed, erected, placed on any lot on the property nor shall any exterior addition or change (including a change of materials but excluding a change of color) to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as hereafter defined. However, if plans have been delivered in writing by certified mail, return receipt requested, or by hand delivery to a Manager of Declarant or an architectural committee appointed by Declarant (or the Board of Directors after the "Declarant Control Period") and no response is given within thirty (30) days of such receipt, the plans shall be deemed accepted. In any event, all residences constructed must have a front exterior surface of brick, and all exterior doors entering into heated space must have an approved overhang.

All mailboxes and supporting posts shall be of a design approved by the Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as herein defined, and after the "Declarant Control Period", by the Board of Directors.

5. **BUILDING LOCATION.** All building locations must comply to the zoning ordinances of the City of Greenville and be approved by WLH Development, LLC. In addition, no building shall be located on any residential building lot nearer to the front or abutting the side street than the minimum setback line. The minimum setback line is 25 feet from the street right of way. No building shall be located nearer than ten (10) feet to any side lot line or fifteen (15) feet to any rear lot line. See also Paragraph 18 hereof and the map of Irish Creek Subdivision, Section 2 Phase 1-B, of record in Map Book 64, Page 181, Pitt County Registry, for the location of easements and riparian buffer which further restrict building location.

6. **LOT AREA.** No residential structure shall be erected or placed on any building lot, which lot has an area of less than the area of the smallest recorded lot.

7. **DWELLING SIZE.** No dwelling having less than two thousand (2000) square feet of heated area shall be permitted on any lot.

8. **NUISANCES, AND OFFENSIVE ACTIVITIES AND CONDITIONS.** No noxious or offensive trade or activity shall be carried on or permitted upon any lot, 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 any lot which is or may become an annoyance or nuisance to the neighborhood.

9. **COMMERCIAL, BUSINESS AND TRADE ACTIVITIES PROHIBITED.** No barber shops, beauty parlors or shops, or any commercial or business activity shall be permitted or suffered to remain on any of the lots shown on the map referred to herein. However, nothing in this provision shall prevent any owner from engaging in a hobby or some other activity which is not done for profit, provided the same does not conflict with any other of the several provisions of these covenants. No trade materials or inventories may be stored upon the premises of any lot. No business or commercial venture shall be directed or carried on with the address of any lot in said subdivision. No trucks or tractors may be regularly stored or parked upon the premises of any lot. This provision is not, however, to be interpreted to prohibit the owner of a pickup truck, up to one ton in size and used by the owner for his personal conveyance, to be parked upon a lot; also the owner of a lot can park thereon a lawn tractor to be used for the upkeep of his lot. No mini-bikes, motorbikes, ATVs or similar vehicles shall be used on lawns, unpaved streets or undeveloped areas. No mobile home, camper, recreational vehicles or the like shall be parked on the streets or lots of the Development. No stored vehicles (stored vehicles shall be defined as any vehicle left undriven for more than seven days) shall be parked on the streets of the Development.

10. **TEMPORARY STRUCTURES.** No structure of a temporary nature, including, but not limited to a trailer, mobile home, 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 or mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on any lot. This prohibition shall not exclude the use of a detached garage or other small outbuilding for storage or playroom use, if properly constructed and located on a lot and approved by Declarant or its successors and assigns, prior to its erection. Travel trailers and motor homes shall not be excluded under this provision, provided that they are of the size and quality that, in the opinion of Declarant or its successors and assigns, are not offensive to the residential character of the neighborhood and provided they are not used as a residence.

11. **SIGNS PROHIBITED.** No sign of any kind shall be displayed to the public view of any lot, except one sign of not more than eight square feet advertising the property for sale, or signs used by the developer or its agent to advertise the property during the construction and sales period.

12. **ERECTION OF FENCES.** No fence may be erected, installed or situated on any part of the lots shown on the above referred to map, without approval in writing from Declarant or its successors and assigns.

13. **TELEVISION SATELLITE DISH ANTENNAE.** No television satellite dish antenna shall be erected, placed or permitted to remain on any residential lot other than one television satellite dish antenna not more than three (3) feet in diameter. The exact location of such television satellite dish antenna must be approved in writing by Declarant or its successors and assigns.

14. **ANIMALS, LIVESTOCK, POULTRY AND REPTILES PROHIBITED.** No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except that domesticated dogs and cats, and small, non-offensive and harmless household pets may be kept by an owner, provided that they are not kept or used for breeding or maintained for any commercial purpose, 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.

15. **SANITATION.** 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 material shall be kept in a clean and sanitary condition.

16. **CLEANLINESS OF LOTS.** All individual purchasers from and after this date shall be required to keep their respective lots free and clear of weeds, rubbish, trash, debris and other matter, and the yard mowed. Without limiting the foregoing, during any construction all Lots shall be kept clean and maintained free from trash and

construction debris, particularly such items as may blow or be dispersed onto other property.

17. COVENANTS RESTRICTED TO LOTS DESCRIBED HEREIN;
RESERVATION OF RIGHT BY OWNER TO DESIGNATE LOTS AS STREETS.

Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these Restrictive Covenants specifically apply.

WLH Development, LLC, its successors and assigns, hereby expressly reserve the right and privilege to designate one or more of the lots shown on the aforesaid map of Irish Creek Subdivision, Section 2 Phase 1-B, which is of record in Map Book 64, Page 181, of the Pitt County Registry, for the use as streets for access to adjoining property, and for egress and ingress between the property shown on the aforesaid map and adjoining property, and the right and authority of WLH Development, LLC, to designate one or more lots shown on the aforementioned map for the use as a street shall include the right to offer for dedication one or more of the lots for the use as a street for access purposes; and such designation of said lots for streets can be made at any time that WLH Development, LLC, is the record owner of such lot or lots to be offered for dedication or at any time that the record owner of such lot or lots consents in writing to such designation by WLH Development, LLC, by recordation of an instrument in the Pitt County Registry; the provisions of these covenants respecting the use of lots for residential purposes shall not be deemed to prevent the designation and use of such lots for streets for access to adjoining property.

18. EASEMENTS RESERVED. All drainage, sanitary sewer, water, triangle, greenway, and other easements as shown on the aforementioned recorded map of Irish Creek Subdivision, Section 2 Phase 1-B, of record in Map Book 64, Page 181, of the Pitt County Registry are hereby reserved.

In addition, easements for the installation and maintenance of utilities and drainage facilities are reserved on each lot on the aforesaid map recorded in Map Book 64, Page 181, of the Pitt County Registry, upon and over the rear ten (10) feet of each lot (the ten (10) foot easement to be across and upon the full width of the rear of each lot) and upon and over the five (5) feet of the side yard of each lot on both sides of each lot (the five (5) foot easement on each side of each lot will be the full depth of the lot and measured five (5) feet from the side boundary line of each lot). Within said areas no structure, planting, materials or other matter or things shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage facilities or which change the direction of the flow of drainage channels or which may obstruct or retard the flow of water through drainage channels. Notwithstanding the retention of easements for utility and drainage facilities, as set forth herein, the owner of each lot shall have the duty and obligation to maintain and keep the area of such lot included in said easements in good and proper order and compatible with the residential nature of the subdivision, except for those improvements

for which a public authority or utility company is responsible.

19. SEVERABILITY. 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.

20. OWNERS' ASSOCIATION. Each lot owner shall be a member of Irish Creek Section 2 Owners' Association, Inc. (hereafter Owners' Association) and shall remain a member until he ceases to be a lot owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his lot.

Each owner of a lot shall be entitled to one vote for each such lot owned.

The Owners' Association, will be conveyed any common area as shown on maps of the subject property recorded in the Pitt County Registry, and such other common area as from time to time Declarant elects to convey to the Owners' Association.

The Owners' Association, shall have the authority to levy annual assessments for liability insurance, local taxes, recreational and other common facilities, entryways, signs, cross walks, and such other matters as it deems appropriate, and special assessments for capital improvements. Specifically it shall provide for yard maintenance for any common area and to that extent an easement of ingress and egress is granted to such portions of the non-common area as is needed or appropriate to maintain the vegetation and landscaping in the common areas as directed by the Owners' Association. Assessments shall be prorated among the owners in the same ratio as the number of votes such owner has to the total votes by the Board of Directors of the Association. Provided that assessments for each lot upon which a residence has not been built to completion shall be at the rate of 50% of the assessments attributable to lots upon which a residence has been built to completion, provided that all lots shall be assessed at the same rate no later than the end of the "Declarant Control Period" as herein defined. Any assessment, annual or special, not paid within thirty (30) days after the due date as set forth herein in the case of annual assessments or as set by the Board of Directors in the case of special assessments, shall bear interest from the due date at the lower of (i) twelve (12%) percent per annum and (ii) the highest rate allowed by law until paid. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Such assessments shall be a lien on the lots against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the lien may be foreclosed and the lot sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws.

(a) The personal obligation for assessments which are delinquent at the time of transfer of a lot shall not pass to the transferee of said lot unless said delinquent assessments are expressly assumed by said transferee.

(b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, regarding the status of the assessments against said lot and such transferee's lot shall not be subject to a lien for any unpaid assessments against such lot in excess of the amount therein set forth.

(c) Where a first mortgagee or other person claiming through such first mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment in lieu of foreclosure, obtains title to a lot, the liability of such first mortgagee or such other person for assessments shall be only for the assessments or installments thereof that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a lot shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

(d) Without releasing the transferor from any liability thereof, any unpaid portion of assessments which is not a lien under (b) above or resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust or by foreclosure thereof or by deed or assignment in lieu of such foreclosure, shall be a common expense collectible from all lot owners, including the transferee under (b) above and the first mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment in lieu of foreclosure.

No lot owner may exempt himself from liability for his share of the common expenses assessed by the association by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot or otherwise.

21. DECLARANT CONTROL PERIOD. During the "Declarant Control Period", as hereafter defined, the Declarant shall have the following rights: to maintain sales offices, management offices, models and signs advertising the project; to use easements through the common elements; to elect, appoint or remove members of the Architectural Committee during the declarant control period; to elect, appoint or remove members of the Board during the declarant control period; provided, however, (i) that not later than 60 days after conveyance of twenty-five percent (25%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a declarant, at least one member and not less than twenty-five percent (25%) of the members of the executive board shall be elected by owners other than the declarant; and (ii) that not later than 60 days after conveyance of fifty percent (50%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a declarant, not less than thirty-three percent (33%) of the members of the executive board shall be elected by owners other than the declarant; and to add additional real estate.

The "Declarant Control Period" shall mean the period commencing on the date hereof and continuing until the earlier of (i) the date seven (7) years after the date of the first conveyance of a lot to a lot owner other than a declarant; or (ii) the date upon which declarant surrenders control of the project; or (iii) upon conveyance of one

hundred (100%) percent of the lots (including lots which may be created pursuant to special declarant rights) to lot owners other than a declarant; or (iv) two (2) years after the declarant has ceased to offer lots for sale in the ordinary course of business.

22. OTHER PROPERTIES. It is the intention of the Declarant and Declarant expressly reserves the right to impress with the Covenants some or all of the remaining land described in Deed recorded in Book 1535 page 791 of the Pitt County Registry, provided such land is shown on a Map recorded in the Pitt County Registry, subdivided into lots along with an instrument executed by the Declarant, its successors or assigns, specifically referring to this paragraph. The owners of lots in any such land impressed with these covenants shall become members of Irish Creek Section 2 Owners' Association, Inc. and shall be entitled to the same benefits and burdens as the original lot owners. Notwithstanding the foregoing, nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these restrictive covenants specifically apply unless such an instrument is recorded, the Declarant reserving the right to develop other sections of the subdivision in other fashion or for other purposes.

Whereas, there has heretofore been executed and delivered to BB&T Collateral Service Corporation, acting as Trustee, and Branch Banking and Trust Company a certain Deed of Trust, which is recorded in Book 2035, Page 353, in the Office of the Registry of Deeds of Pitt County, and,

Whereas, said Declarant desires that said existing Deeds of Trust be subordinated to this Declaration; and,

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustees to join in the execution thereof;

NOW, THEREFORE, said BB&T Collateral Service Corporation acting as Trustee, and Branch Banking and Trust Company, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Declarant that this Declaration shall be superior to the Deed of Trust now held by said parties and to carry out said purpose said BB&T Collateral Service Corporation acting as Trustee, and Branch Banking and Trust Company do hereby release, remise, and forever quitclaim unto said Declarant their title to and lien upon said lands to the extent, but to the extent only, that the Deeds of Trust now held by them shall be subordinate to this Declaration.

But it is expressly understood and agreed that except for such subordination, the Deeds of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, WLH Development, LLC, and BB&T Collateral Service Corporation acting as Trustee, and Branch Banking and Trust Company have

caused this instrument to be signed, this the _____ day of _____, 2006.

WLH Development, LLC
a Limited Liability Company

By: [Signature]
Manager

By: [Signature]
Manager

By: [Signature]
Manager

By: [Signature]
Manager

BB&T Collateral Service Corporation, Trustee

By: [Signature]
Sr. (Vice) President

Branch Banking and Trust Company

BY: [Signature]
(Vice) President

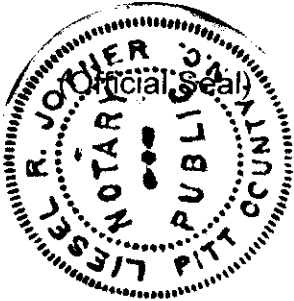
Pitt County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Lynn Evans, James L Lauer, Kristen L Evans, Ann P. Lauer.

Date: 2-2-06

[Signature]
Notary Public

My commission expires: 6-4-2006



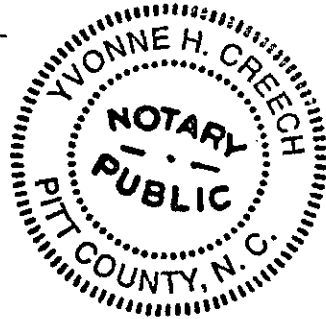
NORTH CAROLINA
PITT COUNTY

I, Yvonne H. Creech, a Notary Public in and for the aforesaid County and State, certify that Dennis W. Alexander personally came before me this day and acknowledged that he/she is (Vice) President of BB&T Collateral Service Corporation, a Corporation, and that he/she as (Vice) President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 3rd day of Feb., 2006.

Yvonne H. Creech
Notary Public

My Commission Expires: 11-14-08



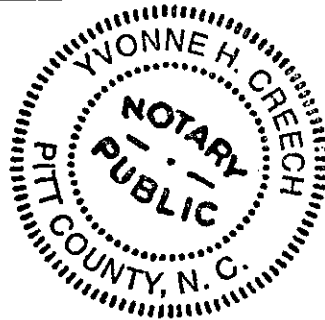
NORTH CAROLINA
Pitt COUNTY

I, Yvonne H. Creech, a Notary Public in and for the aforesaid County and State, certify that John R. Bunting III personally came before me this day and acknowledged that he/she is (VICE) PRESIDENT of Branch Banking and Trust Company, a Corporation, and that he/she as (VICE) PRESIDENT being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 3rd day of Feb., 2006.

Yvonne H. Creech
Notary Public

My Commission Expires: 11-14-08





Doc ID: 000330470010 Type: GRP
Recorded: 02/03/2006 at 03:46:07 PM
Fee Amt: \$41.00 Page 1 of 10
Pitt County, NC
Judy J. Tart Register of Deeds
BK **2063** PG **462-471**

PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
IRISH CREEK SUBDIVISION, SECTION 2 PHASE 1-C

File

Prepared By: Gary Davis
Return To: ~~Mr. Lynn Evans, WLH Development, LLC, 615 Merchant Dr. Winterville, NC 28590~~ *Gary Davis*

KNOW ALL MEN BY THESE PRESENTS that WLH Development, LLC, ("Declarant") as owner of the hereinafter described real property known and designated as Irish Creek Subdivision, Section 2 Phase 1-C, does covenant and agree to and with all other persons, firms, or corporations now owning, or hereafter acquiring as owner, any lot or parcel of land in the area and subdivision designated as Irish Creek Subdivision, Section 2 Phase 1-C, which is located in or near Greenville, North Carolina, and specifically described as Lots 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 162, and 163 of Irish Creek Subdivision, Section 2 Phase 1-C, as shown on map thereof prepared by Rivers and Associates, Inc., recorded and of record in Map Book 64, Page 182 of the Pitt County Registry; that said real property is subject to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

1. EFFECT OF COVENANTS, TERMS THEREOF. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 2023, at which time said 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 it is agreed to change said covenants in whole or in part. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) 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. Notwithstanding the foregoing, the Declarant specifically reserves the absolute and

12

unconditional right, as long as Declarant owns any Lot, to amend this Declaration without the consent of joinder of any party to: (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local government entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein. Notwithstanding any other terms and conditions contained herein, no amendment may be made to this Declaration amending or terminating the rights of the Declarant without the prior written consent of the Declarant.

2. **ENFORCEMENT OF COVENANTS.** 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 person 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, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

3. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

4. **LAND USE AND TYPE OF BUILDING; ALL BUILDING PLANS MUST BE APPROVED.** All lots shall be known, described and restricted to residential lots. No structure shall be erected, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height, and other outbuildings, including a private garage for not more than three vehicles, incidental to the residential use of the lot. No dwelling, building, structure, fence or outbuilding, of any kind or nature, shall be constructed, erected, placed on any lot on the property nor shall any exterior addition or change (including a change of materials but excluding a change of color) to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as hereafter defined. However, if plans have been delivered in writing by certified mail, return receipt requested, or by hand delivery to a Manager of Declarant or an architectural committee appointed by Declarant (or the Board of Directors after the "Declarant Control Period") and no response is given within thirty (30) days of such receipt, the plans shall be deemed accepted. In any event, all residences constructed must have a front exterior surface of brick, and all exterior doors entering into heated space must have an approved overhang.

All mailboxes and supporting posts shall be of a design approved by the Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as herein defined, and after the "Declarant Control Period", by the Board of Directors.

5. **BUILDING LOCATION.** All building locations must comply to the zoning ordinances of the City of Greenville and be approved by WLH Development, LLC. In addition, no building shall be located on any residential building lot nearer to the front or abutting the side street than the minimum setback line. The minimum setback line is 25 feet from the street right of way. No building shall be located nearer than ten (10) feet to any side lot line or fifteen (15) feet to any rear lot line. See also Paragraph 18 hereof and the map of Irish Creek Subdivision, Section 2 Phase 1-C, of record in Map Book 64, Page 182, Pitt County Registry, for the location of easements and riparian buffer which further restrict building location.

6. **LOT AREA.** No residential structure shall be erected or placed on any building lot, which lot has an area of less than the area of the smallest recorded lot.

7. **DWELLING SIZE.** No dwelling having less than two thousand (2000) square feet of heated area shall be permitted on any lot.

8. **NUISANCES, AND OFFENSIVE ACTIVITIES AND CONDITIONS.** No noxious or offensive trade or activity shall be carried on or permitted upon any lot, 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 any lot which is or may become an annoyance or nuisance to the neighborhood.

9. **COMMERCIAL, BUSINESS AND TRADE ACTIVITIES PROHIBITED.** No barber shops, beauty parlors or shops, or any commercial or business activity shall be permitted or suffered to remain on any of the lots shown on the map referred to herein. However, nothing in this provision shall prevent any owner from engaging in a hobby or some other activity which is not done for profit, provided the same does not conflict with any other of the several provisions of these covenants. No trade materials or inventories may be stored upon the premises of any lot. No business or commercial venture shall be directed or carried on with the address of any lot in said subdivision. No trucks or tractors may be regularly stored or parked upon the premises of any lot. This provision is not, however, to be interpreted to prohibit the owner of a pickup truck, up to one ton in size and used by the owner for his personal conveyance, to be parked upon a lot; also the owner of a lot can park thereon a lawn tractor to be used for the upkeep of his lot. No mini-bikes, motorbikes, ATVs or similar vehicles shall be used on lawns, unpaved streets or undeveloped areas. No mobile home, camper, recreational vehicles or the like shall be parked on the streets or lots of the Development. No stored vehicles (stored vehicles shall be defined as any vehicle left undriven for more than seven days) shall be parked on the streets of the Development.

10. **TEMPORARY STRUCTURES.** No structure of a temporary nature, including, but not limited to a trailer, mobile home, 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 or mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on any lot. This prohibition shall not exclude the use of a detached garage or other small outbuilding for storage or playroom use, if properly constructed and located on a lot and approved by Declarant or its successors and assigns, prior to its erection. Travel trailers and motor homes shall not be excluded under this provision, provided that they are of the size and quality that, in the opinion of Declarant or its successors and assigns, are not offensive to the residential character of the neighborhood and provided they are not used as a residence.

11. **SIGNS PROHIBITED.** No sign of any kind shall be displayed to the public view of any lot, except one sign of not more than eight square feet advertising the property for sale, or signs used by the developer or its agent to advertise the property during the construction and sales period.

12. **ERECTION OF FENCES.** No fence may be erected, installed or situated on any part of the lots shown on the above referred to map, without approval in writing from Declarant or its successors and assigns.

13. **TELEVISION SATELLITE DISH ANTENNAE.** No television satellite dish antenna shall be erected, placed or permitted to remain on any residential lot other than one television satellite dish antenna not more than three (3) feet in diameter. The exact location of such television satellite dish antenna must be approved in writing by Declarant or its successors and assigns.

14. **ANIMALS, LIVESTOCK, POULTRY AND REPTILES PROHIBITED.** No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except that domesticated dogs and cats, and small, non-offensive and harmless household pets may be kept by an owner, provided that they are not kept or used for breeding or maintained for any commercial purpose, 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.

15. **SANITATION.** 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 material shall be kept in a clean and sanitary condition.

16. **CLEANLINESS OF LOTS.** All individual purchasers from and after this date shall be required to keep their respective lots free and clear of weeds, rubbish, trash, debris and other matter, and the yard mowed. Without limiting the foregoing, during any construction all Lots shall be kept clean and maintained free from trash and

construction debris, particularly such items as may blow or be dispersed onto other property.

**17. COVENANTS RESTRICTED TO LOTS DESCRIBED HEREIN;
RESERVATION OF RIGHT BY OWNER TO DESIGNATE LOTS AS STREETS.**

Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these Restrictive Covenants specifically apply.

WLH Development, LLC, its successors and assigns, hereby expressly reserve the right and privilege to designate one or more of the lots shown on the aforesaid map of Irish Creek Subdivision, Section 2 Phase 1-C, which is of record in Map Book 64, Page 182, of the Pitt County Registry, for the use as streets for access to adjoining property, and for egress and ingress between the property shown on the aforesaid map and adjoining property, and the right and authority of WLH Development, LLC, to designate one or more lots shown on the aforementioned map for the use as a street shall include the right to offer for dedication one or more of the lots for the use as a street for access purposes; and such designation of said lots for streets can be made at any time that WLH Development, LLC, is the record owner of such lot or lots to be offered for dedication or at any time that the record owner of such lot or lots consents in writing to such designation by WLH Development, LLC, by recordation of an instrument in the Pitt County Registry; the provisions of these covenants respecting the use of lots for residential purposes shall not be deemed to prevent the designation and use of such lots for streets for access to adjoining property.

18. EASEMENTS RESERVED. All drainage, sanitary sewer, water, triangle, greenway, and other easements as shown on the aforementioned recorded map of Irish Creek Subdivision, Section 2 Phase 1-C, of record in Map Book 64, Page 182, of the Pitt County Registry are hereby reserved.

In addition, easements for the installation and maintenance of utilities and drainage facilities are reserved on each lot on the aforesaid map recorded in Map Book 64, Page 182, of the Pitt County Registry, upon and over the rear ten (10) feet of each lot (the ten (10) foot easement to be across and upon the full width of the rear of each lot) and upon and over the five (5) feet of the side yard of each lot on both sides of each lot (the five (5) foot easement on each side of each lot will be the full depth of the lot and measured five (5) feet from the side boundary line of each lot). Within said areas no structure, planting, materials or other matter or things shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage facilities or which change the direction of the flow of drainage channels or which may obstruct or retard the flow of water through drainage channels. Notwithstanding the retention of easements for utility and drainage facilities, as set forth herein, the owner of each lot shall have the duty and obligation to maintain and keep the area of such lot included in said easements in good and proper order and compatible with the residential nature of the subdivision, except for those improvements

for which a public authority or utility company is responsible.

19. SEVERABILITY. 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.

20. OWNERS' ASSOCIATION. Each lot owner shall be a member of Irish Creek Section 2 Owners' Association, Inc. (hereafter Owners' Association) and shall remain a member until he ceases to be a lot owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his lot.

Each owner of a lot shall be entitled to one vote for each such lot owned.

The Owners' Association, will be conveyed any common area as shown on maps of the subject property recorded in the Pitt County Registry, and such other common area as from time to time Declarant elects to convey to the Owners' Association.

The Owners' Association, shall have the authority to levy annual assessments for liability insurance, local taxes, recreational and other common facilities, entryways, signs, cross walks, and such other matters as it deems appropriate, and special assessments for capital improvements. Specifically it shall provide for yard maintenance for any common area and to that extent an easement of ingress and egress is granted to such portions of the non-common area as is needed or appropriate to maintain the vegetation and landscaping in the common areas as directed by the Owners' Association. Assessments shall be prorated among the owners in the same ratio as the number of votes such owner has to the total votes by the Board of Directors of the Association. Provided that assessments for each lot upon which a residence has not been built to completion shall be at the rate of 50% of the assessments attributable to lots upon which a residence has been built to completion, provided that all lots shall be assessed at the same rate no later than the end of the "Declarant Control Period" as herein defined. Any assessment, annual or special, not paid within thirty (30) days after the due date as set forth herein in the case of annual assessments or as set by the Board of Directors in the case of special assessments, shall bear interest from the due date at the lower of (i) twelve (12%) percent per annum and (ii) the highest rate allowed by law until paid. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Such assessments shall be a lien on the lots against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the lien may be foreclosed and the lot sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws.

(a) The personal obligation for assessments which are delinquent at the time of transfer of a lot shall not pass to the transferee of said lot unless said delinquent assessments are expressly assumed by said transferee.

(b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, regarding the status of the assessments against said lot and such transferee's lot shall not be subject to a lien for any unpaid assessments against such lot in excess of the amount therein set forth.

(c) Where a first mortgagee or other person claiming through such first mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment in lieu of foreclosure, obtains title to a lot, the liability of such first mortgagee or such other person for assessments shall be only for the assessments or installments thereof that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a lot shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

(d) Without releasing the transferor from any liability thereof, any unpaid portion of assessments which is not a lien under (b) above or resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust or by foreclosure thereof or by deed or assignment in lieu of such foreclosure, shall be a common expense collectible from all lot owners, including the transferee under (b) above and the first mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment in lieu of foreclosure.

No lot owner may exempt himself from liability for his share of the common expenses assessed by the association by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot or otherwise.

21. DECLARANT CONTROL PERIOD. During the "Declarant Control Period", as hereafter defined, the Declarant shall have the following rights: to maintain sales offices, management offices, models and signs advertising the project; to use easements through the common elements; to elect, appoint or remove members of the Architectural Committee during the declarant control period; to elect, appoint or remove members of the Board during the declarant control period; provided, however, (i) that not later than 60 days after conveyance of twenty-five percent (25%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a declarant, at least one member and not less than twenty-five percent (25%) of the members of the executive board shall be elected by owners other than the declarant; and (ii) that not later than 60 days after conveyance of fifty percent (50%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a declarant, not less than thirty-three percent (33%) of the members of the executive board shall be elected by owners other than the declarant; and to add additional real estate.

The "Declarant Control Period" shall mean the period commencing on the date hereof and continuing until the earlier of (i) the date seven (7) years after the date of the first conveyance of a lot to a lot owner other than a declarant; or (ii) the date upon which declarant surrenders control of the project; or (iii) upon conveyance of one

hundred (100%) percent of the lots (including lots which may be created pursuant to special declarant rights) to lot owners other than a declarant; or (iv) two (2) years after the declarant has ceased to offer lots for sale in the ordinary course of business.

22. OTHER PROPERTIES. It is the intention of the Declarant and Declarant expressly reserves the right to impress with the Covenants some or all of the remaining land described in Deed recorded in Book 1535, page 791 of the Pitt County Registry, provided such land is shown on a Map recorded in the Pitt County Registry, subdivided into lots along with an instrument executed by the Declarant, its successors or assigns, specifically referring to this paragraph. The owners of lots in any such land impressed with these covenants shall become members of Irish Creek Section 2 Owners' Association, Inc. and shall be entitled to the same benefits and burdens as the original lot owners. Notwithstanding the foregoing, nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these restrictive covenants specifically apply unless such an instrument is recorded, the Declarant reserving the right to develop other sections of the subdivision in other fashion or for other purposes.

Whereas, there has heretofore been executed and delivered to BB&T Collateral Service Corporation, acting as Trustee, and Branch Banking and Trust Company a certain Deed of Trust, which is recorded in Book 2035, Page 353, in the Office of the Registry of Deeds of Pitt County, and,

Whereas, said Declarant desires that said existing Deeds of Trust be subordinated to this Declaration; and,

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustees to join in the execution thereof;

NOW, THEREFORE, said BB&T Collateral Service Corporation acting as Trustee, and Branch Banking and Trust Company, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Declarant that this Declaration shall be superior to the Deed of Trust now held by said parties and to carry out said purpose said BB&T Collateral Service Corporation acting as Trustee, and Branch Banking and Trust Company do hereby release, remise, and forever quitclaim unto said Declarant their title to and lien upon said lands to the extent, but to the extent only, that the Deeds of Trust now held by them shall be subordinate to this Declaration.

But it is expressly understood and agreed that except for such subordination, the Deeds of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, WLH Development, LLC, and BB&T Collateral Service Corporation acting as Trustee, and Branch Banking and Trust Company have

caused this instrument to be signed, this the _____ day of _____, 2006.

WLH Development, LLC
a Limited Liability Company

By: [Signature]
Manager

By: [Signature]
Manager

By: [Signature]
Manager

By: [Signature]
Manager

BB&T Collateral Service Corporation, Trustee

By: [Signature]
(Vice) President

Branch Banking and Trust Company

BY: [Signature]
(Vice) President

Pitt County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Dynn Evans

James L. Lanier, Kristen L. Evans, Ann P. Lanier

Date: 2-2-06

[Signature]
Notary Public

My commission expires: 6-4-2006



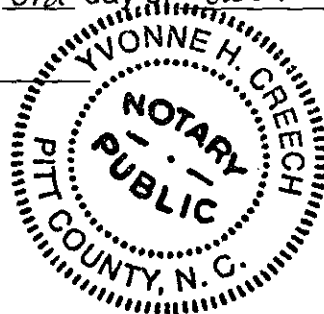
NORTH CAROLINA
PITT COUNTY

I, Yvonne H. Creech, a Notary Public in and for the aforesaid County and State, certify that Dennis W. Alexander personally came before me this day and acknowledged that he/she is (Vice) President of BB&T Collateral Service Corporation, a Corporation, and that he/she as (Vice) President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 3rd day of Feb., 2006.

Yvonne H. Creech
Notary Public

My Commission Expires: 11-14-08



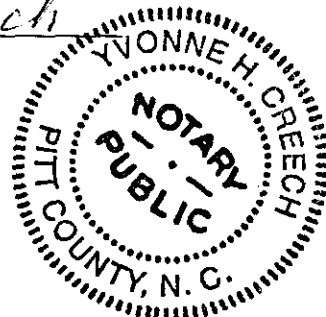
NORTH CAROLINA
Pitt COUNTY

I, Yvonne H. Creech, a Notary Public in and for the aforesaid County and State, certify that John R. Bunting III personally came before me this day and acknowledged that he/she is (VICE) PRESIDENT of Branch Banking and Trust Company, a Corporation, and that he/she as (VICE) PRESIDENT being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 3rd day of Feb., 2006.

Yvonne H. Creech
Notary Public

My Commission Expires: 11-14-08





Doc ID: 000364750011 Type: CRP
Recorded: 02/27/2006 at 11:27:42 AM
Fee Amt: \$44.00 Page 1 of 11
Pitt County, NC
Judy J. Tart Register of Deeds

BK **2073** PG **31-41**

PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
IRISH CREEK SUBDIVISION, SECTION 2 PHASE 2

Prepared By: Gary Davis

Return To: Gary Davis *file*

KNOW ALL MEN BY THESE PRESENTS that WLH Development, LLC, ("Declarant") as owner of the hereinafter described real property known and designated as Irish Creek Subdivision, Section 2 Phase 2, does covenant and agree to and with all other persons, firms, or corporations now owning, or hereafter acquiring as owner, any lot or parcel of land in the area and subdivision designated as Irish Creek Subdivision, Section 2 Phase 2, which is located in or near Greenville, North Carolina, and specifically described as Lots 126, 127, 164, 165, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, and 199 of Irish Creek Subdivision, Section 2 Phase 2, as shown on map thereof prepared by Rivers and Associates, Inc., recorded and of record in Map Book 65, Page 2 of the Pitt County Registry (**NOTE** that these covenants do **not** apply to lot 166); that said real property is subject to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

1. EFFECT OF COVENANTS, TERMS THEREOF. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until June 1, 2023, at which time said 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 it is agreed to change said covenants in whole or in part. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) 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. Notwithstanding the foregoing, the Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any Lot, to amend this Declaration

without the consent of joinder of any party to: (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local government entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein. Notwithstanding any other terms and conditions contained herein, no amendment may be made to this Declaration amending or terminating the rights of the Declarant without the prior written consent of the Declarant.

2. **ENFORCEMENT OF COVENANTS.** 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 person 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, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

3. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

4. **LAND USE AND TYPE OF BUILDING; ALL BUILDING PLANS MUST BE APPROVED.** All lots shall be known, described and restricted to residential lots. No structure shall be erected, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height, and other outbuildings, including a private garage for not more than three vehicles, incidental to the residential use of the lot. No dwelling, building, structure, fence or outbuilding, of any kind or nature, shall be constructed, erected, placed on any lot on the property nor shall any exterior addition or change (including a change of materials but excluding a change of color) to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as hereafter defined. However, if plans have been delivered in writing by certified mail, return receipt requested, or by hand delivery to a Manager of Declarant or an architectural committee appointed by Declarant (or the Board of Directors after the "Declarant Control Period") and no response is given within thirty (30) days of such receipt, the plans shall be deemed accepted. In any event, all residences constructed must have a front exterior surface of brick, and all exterior doors entering into heated space must have an approved overhang.

All mailboxes and supporting posts shall be of a design approved by the

Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as herein defined, and after the "Declarant Control Period", by the Board of Directors.

5. **BUILDING LOCATION.** All building locations must comply to the zoning ordinances of the City of Greenville and be approved by WLH Development, LLC. In addition, no building shall be located on any residential building lot nearer to the front or abutting the side street than the minimum setback line. The minimum setback line is 25 feet from the street right of way. No building shall be located nearer than ten (10) feet to any side lot line or fifteen (15) feet to any rear lot line. See also Paragraph 18 hereof and the map of Irish Creek Subdivision, Section 2 Phase 2, of record in Map Book 65, Page 2, Pitt County Registry, for the location of easements and riparian buffer which further restrict building location.

6. **LOT AREA.** No residential structure shall be erected or placed on any building lot, which lot has an area of less than the area of the smallest recorded lot.

7. **DWELLING SIZE.** No dwelling having less than two thousand (2000) square feet of heated area shall be permitted on any lot.

8. **NUISANCES, AND OFFENSIVE ACTIVITIES AND CONDITIONS.** No noxious or offensive trade or activity shall be carried on or permitted upon any lot, 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 any lot which is or may become an annoyance or nuisance to the neighborhood.

9. **COMMERCIAL, BUSINESS AND TRADE ACTIVITIES PROHIBITED.** No barber shops, beauty parlors or shops, or any commercial or business activity shall be permitted or suffered to remain on any of the lots shown on the map referred to herein. However, nothing in this provision shall prevent any owner from engaging in a hobby or some other activity which is not done for profit, provided the same does not conflict with any other of the several provisions of these covenants. No trade materials or inventories may be stored upon the premises of any lot. No business or commercial venture shall be directed or carried on with the address of any lot in said subdivision. No trucks or tractors may be regularly stored or parked upon the premises of any lot. This provision is not, however, to be interpreted to prohibit the owner of a pickup truck, up to one ton in size and used by the owner for his personal conveyance, to be parked upon a lot; also the owner of a lot can park thereon a lawn tractor to be used for the upkeep of his lot. No mini-bikes, motorbikes, ATVs or similar vehicles shall be used on lawns, unpaved streets or undeveloped areas. No mobile home, camper, recreational vehicles or the like shall be parked on the streets or lots of the Development. No stored vehicles (stored vehicles shall be defined as any vehicle left undriven for more than seven days) shall be parked on the streets of the Development.

10. **TEMPORARY STRUCTURES.** No structure of a temporary nature,

including, but not limited to a trailer, mobile home, 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 or mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on any lot. This prohibition shall not exclude the use of a detached garage or other small outbuilding for storage or playroom use, if properly constructed and located on a lot and approved by Declarant or its successors and assigns, prior to its erection. Travel trailers and motor homes shall not be excluded under this provision, provided that they are of the size and quality that, in the opinion of Declarant or its successors and assigns, are not offensive to the residential character of the neighborhood and provided they are not used as a residence.

11. **SIGNS PROHIBITED.** No sign of any kind shall be displayed to the public view of any lot, except one sign of not more than eight square feet advertising the property for sale, or signs used by the developer or its agent to advertise the property during the construction and sales period.

12. **ERECTION OF FENCES.** No fence may be erected, installed or situated on any part of the lots shown on the above referred to map, without approval in writing from Declarant or its successors and assigns.

13. **TELEVISION SATELLITE DISH ANTENNAE.** No television satellite dish antenna shall be erected, placed or permitted to remain on any residential lot other than one television satellite dish antenna not more than three (3) feet in diameter. The exact location of such television satellite dish antenna must be approved in writing by Declarant or its successors and assigns.

14. **ANIMALS, LIVESTOCK, POULTRY AND REPTILES PROHIBITED.** No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except that domesticated dogs and cats, and small, non-offensive and harmless household pets may be kept by an owner, provided that they are not kept or used for breeding or maintained for any commercial purpose, 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.

15. **SANITATION.** 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 material shall be kept in a clean and sanitary condition.

16. **CLEANLINESS OF LOTS.** All individual purchasers from and after this date shall be required to keep their respective lots free and clear of weeds, rubbish, trash, debris and other matter, and the yard mowed. Without limiting the foregoing, during any construction all Lots shall be kept clean and maintained free from trash and construction debris, particularly such items as may blow or be dispersed onto other

property.

**17. COVENANTS RESTRICTED TO LOTS DESCRIBED HEREIN;
RESERVATION OF RIGHT BY OWNER TO DESIGNATE LOTS AS STREETS.**

Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these Restrictive Covenants specifically apply.

WLH Development, LLC, its successors and assigns, hereby expressly reserve the right and privilege to designate one or more of the lots shown on the aforesaid map of Irish Creek Subdivision, Section 2 Phase 2, which is of record in Map Book 65, Page 2, of the Pitt County Registry, for the use as streets for access to adjoining property, and for egress and ingress between the property shown on the aforesaid map and adjoining property, and the right and authority of WLH Development, LLC, to designate one or more lots shown on the aforementioned map for the use as a street shall include the right to offer for dedication one or more of the lots for the use as a street for access purposes; and such designation of said lots for streets can be made at any time that WLH Development, LLC, is the record owner of such lot or lots to be offered for dedication or at any time that the record owner of such lot or lots consents in writing to such designation by WLH Development, LLC, by recordation of an instrument in the Pitt County Registry; the provisions of these covenants respecting the use of lots for residential purposes shall not be deemed to prevent the designation and use of such lots for streets for access to adjoining property.

18. EASEMENTS RESERVED. All drainage, sanitary sewer, water, triangle, greenway, and other easements as shown on the aforementioned recorded map of Irish Creek Subdivision, Section 2 Phase 2, of record in Map Book 65, Page 2, of the Pitt County Registry are hereby reserved.

In addition, easements for the installation and maintenance of utilities and drainage facilities are reserved on each lot on the aforesaid map recorded in Map Book 65, Page 2, of the Pitt County Registry, upon and over the rear ten (10) feet of each lot (the ten (10) foot easement to be across and upon the full width of the rear of each lot) and upon and over the five (5) feet of the side yard of each lot on both sides of each lot (the five (5) foot easement on each side of each lot will be the full depth of the lot and measured five (5) feet from the side boundary line of each lot). Within said areas no structure, planting, materials or other matter or things shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage facilities or which change the direction of the flow of drainage channels or which may obstruct or retard the flow of water through drainage channels. Notwithstanding the retention of easements for utility and drainage facilities, as set forth herein, the owner of each lot shall have the duty and obligation to maintain and keep the area of such lot included in said easements in good and proper order and compatible with the residential nature of the subdivision, except for those improvements for which a public authority or utility company is responsible.

19. SEVERABILITY. 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.

20. OWNERS' ASSOCIATION. Each lot owner shall be a member of Irish Creek Section 2 Owners' Association, Inc. (hereafter Owners' Association) and shall remain a member until he ceases to be a lot owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his lot.

Each owner of a lot shall be entitled to one vote for each such lot owned.

The Owners' Association, will be conveyed any common area as shown on maps of the subject property recorded in the Pitt County Registry, and such other common area as from time to time Declarant elects to convey to the Owners' Association.

The Owners' Association, shall have the authority to levy annual assessments for liability insurance, local taxes, recreational and other common facilities, entryways, signs, cross walks, and such other matters as it deems appropriate, and special assessments for capital improvements. Specifically it shall provide for yard maintenance for any common area and to that extent an easement of ingress and egress is granted to such portions of the non-common area as is needed or appropriate to maintain the vegetation and landscaping in the common areas as directed by the Owners' Association. Assessments shall be prorated among the owners in the same ratio as the number of votes such owner has to the total votes by the Board of Directors of the Association. Provided that assessments for each lot upon which a residence has not been built to completion shall be at the rate of 50% of the assessments attributable to lots upon which a residence has been built to completion, provided that all lots shall be assessed at the same rate no later than the end of the "Declarant Control Period" as herein defined. Any assessment, annual or special, not paid within thirty (30) days after the due date as set forth herein in the case of annual assessments or as set by the Board of Directors in the case of special assessments, shall bear interest from the due date at the lower of (i) twelve (12%) percent per annum and (ii) the highest rate allowed by law until paid. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Such assessments shall be a lien on the lots against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the lien may be foreclosed and the lot sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws.

(a) The personal obligation for assessments which are delinquent at the time of transfer of a lot shall not pass to the transferee of said lot unless said delinquent assessments are expressly assumed by said transferee.

(b) Any transferee referred to in (a) above shall be entitled to a statement from

the Board, regarding the status of the assessments against said lot and such transferee's lot shall not be subject to a lien for any unpaid assessments against such lot in excess of the amount therein set forth.

(c) Where a first mortgagee or other person claiming through such first mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment in lieu of foreclosure, obtains title to a lot, the liability of such first mortgagee or such other person for assessments shall be only for the assessments or installments thereof that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a lot shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

(d) Without releasing the transferor from any liability thereof, any unpaid portion of assessments which is not a lien under (b) above or resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust or by foreclosure thereof or by deed or assignment in lieu of such foreclosure, shall be a common expense collectible from all lot owners, including the transferee under (b) above and the first mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment in lieu of foreclosure.

No lot owner may exempt himself from liability for his share of the common expenses assessed by the association by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot or otherwise.

21. DECLARANT CONTROL PERIOD. During the "Declarant Control Period", as hereafter defined, the Declarant shall have the following rights: to maintain sales offices, management offices, models and signs advertising the project; to use easements through the common elements; to elect, appoint or remove members of the Architectural Committee during the declarant control period; to elect, appoint or remove members of the Board during the declarant control period; provided, however, (i) that not later than 60 days after conveyance of twenty-five percent (25%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a declarant, at least one member and not less than twenty-five percent (25%) of the members of the executive board shall be elected by owners other than the declarant; and (ii) that not later than 60 days after conveyance of fifty percent (50%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a declarant, not less than thirty-three percent (33%) of the members of the executive board shall be elected by owners other than the declarant; and to add additional real estate.

The "Declarant Control Period" shall mean the period commencing on the date hereof and continuing until the earlier of (i) the date seven (7) years after the date of the first conveyance of a lot to a lot owner other than a declarant; or (ii) the date upon which declarant surrenders control of the project; or (iii) upon conveyance of one hundred (100%) percent of the lots (including lots which may be created pursuant to

special declarant rights) to lot owners other than a declarant; or (iv) two (2) years after the declarant has ceased to offer lots for sale in the ordinary course of business.

22. OTHER PROPERTIES. It is the intention of the Declarant and Declarant expressly reserves the right to impress with the Covenants some or all of the remaining land described in Deed recorded in Book 1535, page 791 of the Pitt County Registry, provided such land is shown on a Map recorded in the Pitt County Registry, subdivided into lots along with an instrument executed by the Declarant, its successors or assigns, specifically referring to this paragraph. The owners of lots in any such land impressed with these covenants shall become members of Irish Creek Section 2 Owners' Association, Inc. and shall be entitled to the same benefits and burdens as the original lot owners. Notwithstanding the foregoing, nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these restrictive covenants specifically apply unless such an instrument is recorded, the Declarant reserving the right to develop other sections of the subdivision in other fashion or for other purposes.

Whereas, there has heretofore been executed and delivered to Thomas A. Vann, acting as Trustee, and FIRST SOUTH BANK a certain Deed of Trust, which is recorded in Book 1535, Page 800, in the Office of the Registry of Deeds of Pitt County, and,

Whereas, said Declarant desires that said existing Deeds of Trust be subordinated to this Declaration; and,

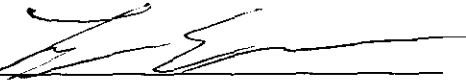
Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustees to join in the execution thereof;

NOW, THEREFORE, said Thomas A. Vann acting as Trustee, and FIRST SOUTH BANK, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Declarant that this Declaration shall be superior to the Deed of Trust now held by said parties and to carry out said purpose said Thomas A. Vann acting as Trustee, and FIRST SOUTH BANK do hereby release, remise, and forever quitclaim unto said Declarant their title to and lien upon said lands to the extent, but to the extent only, that the Deeds of Trust now held by them shall be subordinate to this Declaration.

But it is expressly understood and agreed that except for such subordination, the Deeds of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, WLH Development, LLC, and Thomas A. Vann acting as Trustee, and FIRST SOUTH BANK have caused this instrument to be signed, this the _____ day of _____, 2006.

WLH Development, LLC
a Limited Liability Company

By: 
Manager

By: Kristen L Waus
Manager

By: Ann P. Lanier
Manager

By: 
Manager

 (SEAL)
THOMAS A. VANN, Trustee

FIRST SOUTH BANK

BY: Annal Corey, EVP
Exec (VICE) PRESIDENT

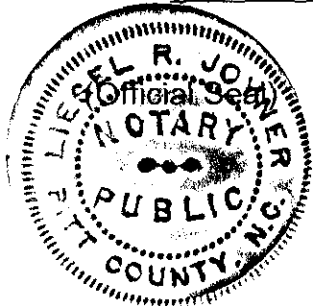
Pitt County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Junn Evans,
Reston L Evans, Ann Palmer James & Larner

Date: 2-14-2006

Chesel R. Jager
Notary Public

My commission expires: 6-4-2006



NORTH CAROLINA
Beaufort COUNTY

I, a Notary Public in and for the aforesaid County and State, do hereby certify that THOMAS A. VANN, acting as Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 20th day of February, 2006

Marcia Moore
Notary Public

My Commission Expires: 09-01-09



NORTH CAROLINA
Beaufort COUNTY

I, Marcia Moore, a Notary Public in and for the aforesaid County and State, certify that Anne Z. Crey personally came before me this day and acknowledged that he/she is ^{EXEC} (VICE) PRESIDENT of FIRST SOUTH BANK, a Corporation, and that he/she is ^{EXEC} (VICE) PRESIDENT being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 22nd day of February, 2006

Marcia Moore
Notary Public

My Commission Expires: 09-01-09

