

File:  
PREPARED BY: W. Scott Browning  
Browning and Hill, L.L.P.  
200 East Fourth Street  
Greenville, NC 27835-0859

NORTH CAROLINA  
PITT COUNTY

DECLARATION OF RESTRICTIVE COVENANTS  
FOR LANGSTON FARMS, PHASE 1  
SECTION 1 and 2

KNOW ALL MEN BY THESE PRESENTS, that BILL CLARK HOMES OF GREENVILLE, LLC, a North Carolina Limited Liability Company (hereinafter called "Developer") and purchasers of lots in Langston Farms Subdivision, Phase 1 (hereinafter called "Owner" and/or "Owners") does hereby declare, covenant and agree to and with all other persons, firms and corporations now owning, or hereafter acquiring as owner, any lot or parcel of land in the area designated as Langston Farms Subdivision, which is located in Winterville Township, Pitt County, North Carolina, and being specifically described as follows:

Being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66 and 67 as shown on a map of Langston Farms, Phase 1, Section 1 prepared by Stroud Engineering, P.A., dated April 6, 2000, and recorded in Map Book 53 at Page 72 of the Pitt County Registry; and being all of Lots 10, 18, 54, 55, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82 and 184 as shown on a map of Langston Farms, Phase 1, Section 2, prepared by Stroud Engineering, P.A., dated, July 13, 2000 and recorded in Map Book 54 at Page 155 of the Pitt County Registry.

WITNESSETH:

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

WHEREAS, this Declaration and these Covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof as set forth herein.

NOW, THEREFORE, BILL CLARK HOMES OF GREENVILLE, LLC, a North Carolina Limited Liability Company, (herein "Developer" "Declarant") does hereby subject the real estate hereinafter described to the covenants, conditions and restrictions hereinafter set forth as to the use and occupancy thereof by whomsoever owned, in addition to the set-backs, easements and reservations set forth on the recorded plat referred to hereinafter.

See Instrument recorded  
in Book 1270 Page 515

See Instrument recorded  
in Book 1301 Page 454

See Instrument recorded  
in Book 1350 Page 16

See Instrument recorded  
in Book 1377 Page 138

See Instrument recorded  
in Book 1390 Page 208

See Instrument recorded  
in Book 1954 Page 53

See Instrument recorded  
in Book 1390 Page 211

BOOK 1169 PAGE 378

The purpose of these restrictions is to ensure the use of Langston Farms Phase 1 section 1 and 2 for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired appearance of the community, and thereby to secure to each owner the full benefit and enjoyment of his property with no greater restriction on the free and undisturbed use of his site than is necessary to ensure the same advantages to the other site owners.

In order to ensure the orderly development of said lots and to maintain the desired appearance and quality to the community, Developer reserves the right to amend, modify, change or eliminate any or all of the restrictions hereinafter set forth. In addition to the rights hereinafter reserved to approve, disapprove, modify or change these restrictions, the Developer, its successors or assigns, shall be vested with the authority to prosecute any proceedings at law or in equity to either enforce these restrictions or to prevent their violation, in addition to the usual and normal legal and equitable rights inuring to the other owners of lots in this subdivision.

#### DEFINITIONS:

The following words as used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

1. "Articles" means the Articles of Incorporation of Langston Farms Homeowners Association.
2. "Association" shall mean and refer to the Langston Farms Homeowners Association, its successors and assigns.
3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision.
4. "Lot" shall mean and refer to Lots 1 through 10; 54 through 82, and lot 18 and lot 184 inclusive with delineated boundary lines, shown on the recorded plat of Langston Farms Subdivision Phase 1 Section 1 and 2.
5. "Member" shall mean and refer to every person or entity who holds membership in the Association.
6. "Subdivision" means Langston Farms Subdivision Phase 1 Section 1 and 2 as shown on subdivision plat, recorded in Map Book 53, pages 72 and Map Book 54 page 155, Pitt County Registry.

#### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Pitt County, North Carolina and is described as Lots 1 through 9; 56 through 67 recorded in Map Book 53 page 72, and lots 10, 18, 54, 55, 68 through 82 and lot 184 on a plat survey in Map Book 54 pages 155, Pitt County Registry. This property shall be herein referred to as "Subdivision".

LANGSTON FARMS HOMEOWNERS ASSOCIATION

1. Association. A corporation named Langston Farms Homeowners Association has been or will be formed pursuant to the rules and requirements of the Non-Profit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to collect assessments for the use of maintenance, repair and replacement of Community Facilities; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the owners' use and occupation of Lots and the Community Facilities.

2. Each Owner of each Lot within the Subdivision shall be a Member of the Association, The Developer, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association:

a. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all sets necessary to remain in good and current standing as a Member of the Association;

b. That each shall be subject to the rules and regulations and By-laws of the Association with regard to ownership of a Lot; and

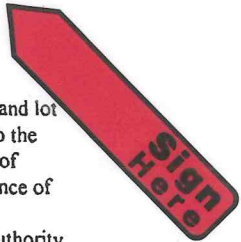
c. That any unpaid assessment, whether general or special, levied by the Association in accordance with these restrictions, the Articles or By-laws thereof with regard to the Community Facilities, shall be a lien upon the Lot which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment falls due.

3. Unity. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

4. Classes of Membership. The owners of Lots 1 through 10, and 54 through 82 and lot 18, 184, as designated on the plat of the subdivision shall be Class A members of the association. The owners of the Lots 68 through 82 and lot 184 shall be Class B members of the association.

Class A Membership. Class A membership shall include the owners of all Lots in the subdivision and shall be responsible for all entrances for said subdivision.

Class B Membership. Class B membership shall include the owners of lots 68 through 82 and lot 184. Due to the type of housing of the Class B members the following special restriction apply to the Class B members. In order to comply with Section 9-4-202 of the Zoning Ordinance of the City of Greenville shall have the authority to levy assessment for liability insurance, local taxes, maintenance of roads, recreational and other common facilities and such other matters as it deems appropriate. Specifically, it shall provide for yard maintenance for all of the common area and shall have the authority, but not the obligation, to provide for yard maintenance for such portion of the non-common area that can be entered without the necessity of opening an enclosure, and to that extent the non-common area as is needed or appropriate to maintain the vegetation, either in the common or non-common areas, as directed by the Langston Farms Homeowners Association, Inc. Assessments shall be prorated among the owners in the same ration 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 owned by Declarant shall be at the rate of 25% of the assessments attributable to lots which have been conveyed to third parties.

In order to provide for harmony of appearance and unimpeded yard maintenance by the Association outside that portion of the non-common area that can be entered without the necessity of opening an enclosure "the unenclosed area," the following shall apply:

a. No building, fence, wall, playground equipment or other structure shall be commenced, erected or maintained upon such unenclosed area, nor shall any exterior addition to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Associations, or by and architectural committee composed of three (3) representatives appointed by the Board.

b. No plants, ornaments, pools or other objects shall be placed, located or allowed to remain in such unenclosed area without the prior approval of the Board of Directors. No boats, trailers, vehicles or other similar items of personal property shall be placed, stored or permitted to remain in the unenclosed area. All mailboxes shall be of a uniform standard and appearance to be approved by the Board of Directors.

c. The Board of Directors may regulate any activities in such unenclosed areas so long as such regulations are duly adopted and uniformly applied.

d. It is the intent of this addition to the Declarations to provide that as part of the initial construction of each house on each lot that there will also be constructed an enclosed area or patio for each house. Within the enclosed area or patio, each owner may maintain such plants, furniture, grills, playground equipment and similar personal property as such owner desires. However, in order to maintain a uniform appearance outside the enclosed area or patio, no owner or other person shall plant, construct, store or otherwise place anything or perform, carry on or allow any activity that would interfere with the uniform appearance of the exterior of such initial structure except as set out above. In particular, each garage shall have a garage door which shall be kept closed at all times except when used for ingress and egress of a vehicle.

5. Voting. Each owner shall be entitled to one vote for each Lot owned and each-vote shall be expressed by the Owner, in person or by proxy. Where any lot is owned as a tenancy in common or as a tenancy by the entirety, or another form of multiple ownership, said tenants or Owners shall determine between or among themselves how the vote to which they are entitled shall be cast. However, there shall not be any division of a vote that said Owners would otherwise be entitled to cast if the tenants do not unanimously agree among or between themselves as how the vote should be cast. In no event shall more than one vote be cast with respect to any Lot. Multiple Owners may designate a single person to act as agent to cast their vote.

Until the Developer has sold all of the Lots in the Subdivision, neither the Association nor any of the individual Lot Owners, nor their use of the Community Facility shall interfere, with the completion of contemplated improvements and the sale of other Lots. The Developer may make use of the unsold Lots as may facilitate completion of the construction thereof and sale, including, but not limited to the maintenance of a sales office, the showing of the property and the displaying of advertising signs. Any action or vote, of the Association which attempts to restrict or inhibit the rights of the Developer as stated herein shall be void.

## MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Subdivision shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of this Declaration, the Article, and the By-laws of the Association, but may be delegated or contracted to managers or management services. Until such time as the formation of the Association, not to be later than one year hereafter, the Developer, or, its agent, shall be delegated with all the authority of the Association; and after the formation of the Association, the Developer shall reserve the right to appoint the Board of Directors and Officers thereof until the earlier of (i) such time as the Developer no longer owns any Lots in the Subdivision, or (ii) five (5) years hereafter.

COMPLIANCE WITH THIS DECLARATION, THE ARTICLES, AND  
THE BY-LAWS OF THE ASSOCIATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the By-laws of the Association, or the rules and regulations, including assessment policies, of the Association, with regard to the Community Facilities, the following relief shall be available:

(a) The Association, an aggrieved Lot Owner or owners within the Subdivision on behalf of the Association, or any lot Owner on behalf of all the Lot Owners within the Subdivision, shall, have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

(b) The Association shall have the right to remedy the violation and assess the costs of remedying the same against the offending Lot Owner in a special assessment.

(c) If the violation is the nonpayment of any general or special assessment, the Association shall have the right to suspend the offending Owner's voting rights during which an assessment against the Lot remains unpaid.

(d) The remedies provided by this Article are cumulative and are in addition to any other remedies provided by law.

(e) The failure of the Association or any person to enforce any restriction contained in this Declaration, the Articles, or the By-laws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

## EASEMENTS FOR DEVELOPER

Easements and rights-of-way over and upon each lot or drainage and the installation and maintenance or utilities and services as shown and/or noted or referred to on said recorded plat are reserved exclusively to Developer for such purposes as Developer may deem incident and appropriate to its overall development plan, such easements and rights-of-way being shown, referred to or noted on the aforesaid recorded plat of the subdivision, which plat to incorporated by reference and made a part hereof for a more particular description of such easements and

rights-of-way. The easements and right-of-way areas reserved by Developer on each lot pursuant hereto shall be maintained continuously by the owner of said respective lot but no structures, plantings or other material shall, be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water, or which may damage or interfere with established slope ratios or create erosion problems. If Developer determines that slope ratios are inadequate and lots are not properly draining then developer has the right to change the slope ratios to insure proper drainage of all lots. Improvements within such areas also shall be maintained by the respective owner except those for which a public authority or utility company is responsible.

#### RESTRICTIONS

1. This property shall be known, described and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than one single-family dwelling (which may include an attached garage or carport for not more than two cars) and one non-detached outbuilding to be constructed incidental to the residential use of the property.

2. The heated living area of the main structure shall not be less than 1600 square feet for lots 1 through 10 and 54 through 67 and lot 18. The heated living area of the main structure shall not be less than 1100 square feet for lots 68 through 82 and 184.

3. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood.

4. No structure of a temporary nature including, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence. For Lots 1 through 10 and 54 through 67 and lot 18 all trailers of what every the nature must be stored along the rear portion of said lots or must be screened from the road.

5. No sign of any kind shall be displayed to the public view on this property except one sign of not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale.

6. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that domesticated dogs, including hunting dogs, and cats and small non-offensive and harmless household pets may be kept by the owner of the property, provided that pets 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. For example, no owner of any lot within the property will be allowed to keep an unreasonable number of hunting dogs or other animals in kennels on the property.

7. No barbershop, beauty parlor, shop, or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which, under the ordinances of Pitt County, North Carolina, are identified as "cottage industries." No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9. No parking shall be allowed on any street in the subdivision except overflow guest parking on a temporary basis. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to 1 ton in size, to park such truck on the property if it is used by such owner for his personal conveyance.

10. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter. Grass shall not be allowed to grow taller than 8 inches.

11. No fence shall be constructed, built or erected on any lot without first having obtained written approval for same from Declarant or its designee.

12. No dwelling, building, structure or outbuilding of any kind or nature shall be constructed, erected, placed or altered on any lot on the property until the construction plans, specifications, and plans showing the location of such structure have been approved in writing by Declarant or its designee.

13. No family dwelling shall be located nearer to the front lot line than 25 feet and 10 feet from side or back lot line for lots 1 through 10 and 54 through 67 and lot 18. No family dwelling shall be located nearer to the front lot line than 25 feet for lots 68 through 82 and lot 84. No family dwelling shall be located nearer than ten (8) feet to any side lot and (15) feet to the back lot line. No outbuilding may be located within one hundred (100) feet from the front lot line and shall not be located nearer than ten (10) feet to any side or back lot line.

14. For the purposes of providing for access from the property to any adjacent or surrounding lands, the Declarant hereby retains the right to utilize any portion of the property owned entirely or in part by the Declarant for the installation of roads, drives or other necessary means of access to such adjacent or surrounding lands, and the installation of such means of access by the Declarant over any lot presently located within the property as shown by a recorded map shall not constitute a violation of these restrictive covenants. The rights reserved in this paragraph are assignable by the Declarant.

15. No outside radio or television satellite dish or comparable communication device shall be erected on any residential lot within the subdivision; with the exception that one DSS type of reception dish may be installed provided that the diameter shall not exceed 24" and that its location is first approved in writing by the Declarant or its designee.

16. The Declarant, their successors or assigns, reserve the right to amend, modify or vacate any restrictions herein contained whenever the circumstances, in the opinion of the Declarant, his successors or assigns, warrant such amendment, modification, or vacation as being necessary or desirable within six (6) years from the date of this instrument. In addition to the declarant's rights to amend, modify, vacate, these restrictions may be amended by a vote of the owners of ninety percent (90%) of all lots located within Langston Farms (Phase 1).

17. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.

18. 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.

19. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent

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(75%) of the Lot Owners provided that no amendment shall after alter any obligation to pay assessments to benefit the Common Use Areas, as herein provided, affect any lien for the payment of same or alter any rights reserved by Declarant. To be effective, any amendment must be recorded in the Office of the Register of Deeds of Pitt County, North Carolina and a marginal Register of Deeds of Pitt County, North Carolina and a marginal entry of same must be signified on the face of this document.

20. Declarant reserves the right to incorporate any adjoining property now owned by declarant or acquired in the future by the decalrant to be subjected to the terms of this instrument as if originally described herein by recording an instrument or instruments to that affect in the Pitt County Registry at any time before January 1, 2021.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, LLC does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 11 day of July, 2001.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: \_\_\_\_\_ (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY

I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that W.H. Clark, Manager, and \_\_\_\_\_, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 11 day of July, 2001.

Meta H. Gibbs  
Notary Public



My Commission Expires: 7-5-03

NORTH CAROLINA: Pitt County  
The foregoing certificate(s) of Meta H. Gibbs

Notary (ies) Public is (are) certified to be correct. Filed for registration at 8:36 o'clock A M. this 12 day of July 20 01.

JUDY J. TART, Register of Deeds  
By: [Signature]  
Assistant Deputy Register of Deeds



PREPARED BY: *file*  
W. Scott Browning  
Browning and Hill, L.L.P.  
200 East Fourth Street  
Greenville, NC 27835-0859

BOOK 1270 PAGE 515  
FILED  
JUDY J. TART  
REGISTER OF DEEDS  
2002 MAR -1 PH 2:58  
PITT COUNTY, N.C.

NORTH CAROLINA  
PITT COUNTY

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR LANGSTON FARMS, PHASE 1  
SECTION 1 and 2

KNOW ALL MEN BY THESE PRESENTS, that BILL CLARK HOMES OF GREENVILLE, LLC, a North Carolina Limited Liability Company (hereinafter called "Developer") and purchasers of lots in Langston Farms Subdivision, Phase 1 (hereinafter called "Owner" and/or "Owners") does hereby declare, covenant and agree to and with all other persons, firms and corporations now owning, or hereafter acquiring as owner, any lot or parcel of land in the area designated as Langston Farms Subdivision, which is located in Winterville Township, Pitt County, North Carolina, and being specifically described as follows:

Being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66 and 67 as shown on a map of Langston Farms, Phase 1, Section 1 prepared by Stroud Engineering, P.A., dated April 6, 2000, and recorded in Map Book 53 at Page 72 of the Pitt County Registry; and being all of Lots 10, 18, 54, 55, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82 and 184 as shown on a map of Langston Farms, Phase 1, Section 2, prepared by Stroud Engineering, P.A., dated, July 13, 2000 and recorded in Map Book 54 at Page 155 of the Pitt County Registry.

WITNESSETH:

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

WHEREAS, Developer pursuant to the rights reserved in the DECLARATION OF RESTRICTIVE COVENANTS FOR LANGSTON FARMS, PHASE 1, SECTION 1 and 2, recorded in Book 1169 at page 377 of the Pitt County Registry, and pursuant to the rights to amend reserved in Paragraph 16. of the Restrictions in said covenants, the Developer owning more than 90 percent of the lots now wishes to amend and restate the covenants in whole as herein contained; and,

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WHEREAS, this Declaration and these Covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof as set forth herein.

NOW, THEREFORE, BILL CLARK HOMES OF GREENVILLE, LLC, a North Carolina Limited Liability Company, (herein "Developer" "Declarant") does hereby subject the real estate hereinafter described to the covenants, conditions and restrictions hereinafter set forth as to the use and occupancy thereof by whomsoever owned, in addition to the set-backs, easements and reservations set forth on the recorded plat referred to hereinafter.

The purpose of these restrictions is to ensure the use of Langston Farms, Phase 1, Section 1 and 2 for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired appearance of the community, and thereby to secure to each owner the full benefit and enjoyment of his property with no greater restriction on the free and undisturbed use of his site than is necessary to ensure the same advantages to the other site owners.

In order to ensure the orderly development of said lots and to maintain the desired appearance and quality to the community, Developer reserves the right to amend, modify, change or eliminate any or all of the restrictions hereinafter set forth. In addition to the rights hereinafter reserved to approve, disapprove, modify or change these restrictions, the Developer, its successors or assigns, shall be vested with the authority to prosecute any proceedings at laws or in equity to either enforce these restrictions or to prevent their violation, in addition to the usual and normal legal and equitable rights inuring to the other owners of lots in this subdivision.

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6. "Subdivision" means Langston Farms Subdivision, Phase 1, Section 1 and 2 as shown on subdivision plat, recorded in Map Book 53, pages 72 and Map Book 54 page 155, Pitt County Registry.

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LANGSTON FARMS HOMEOWNERS ASSOCIATION

1. Association. A corporation named Langston Farms Homeowners Association has been or will be formed pursuant to the rules and requirements of the Non-Profit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to collect assessments for the use of maintenance, repair and replacement of Community Facilities; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the owners' use and occupation of Lots and the Community Facilities.

2. Each Owner of each Lot within the Subdivision shall be a Member of the Association, The Developer, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association:

a. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all sets necessary to remain in good and current standing as a Member of the Association;

b. That each shall be subject to the rules and regulations and By-laws of the Association with regard to ownership of a Lot; and

c. That any unpaid assessment, whether general or special, levied by the Association in accordance with these restrictions, the Articles or By-laws thereof with regard to the Community Facilities, shall be a lien upon the Lot which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment falls due.

3. Unity. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

4. Classes of Membership. The owners of Lots 1 through 10, and 54 through 82 and lot 18, 184, as designated on the plat of the subdivision shall be Class A members of the association. The owners of the Lots 68 through 82 and lot 184 shall be Class B members of the association.



Class A. Membership. Class A membership shall include the owners of all Lots in the subdivision and shall be responsible for all entrances for said subdivision and such amenities as may be incorporated into Class A Membership such as the use of the pool facilities

Class B. Membership. Class B membership shall include the owners of lots 68 through 82 and lot 184. Due to the type of housing of the Class B members the following special restriction apply to the Class B members. In order to comply with Section 9-4-202 of the Zoning Ordinance of the City of Greenville shall have the authority to levy assessment for liability insurance, local taxes, maintenance of roads, recreational and other common facilities (including the pool facilities) and such other matters as it deems appropriate including but not limited to a proportionate share of the maintenance of entrance signs and common area. Specifically, it shall provide for yard maintenance for all of the common area and shall have the authority, but not the obligation, to provide for yard maintenance for such portion of the non-common area that can be entered without the necessity of opening an enclosure, and to that extent the non-common area as is needed or appropriate to maintain the vegetation, either in the common or non-common areas, as directed by the Langston Farms Homeowners Association, Inc. Assessments shall be prorated among the owners in the same ration 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 owned by Declarant shall be at the rate of 25% of the assessments attributable to lots which have been conveyed to third parties.

In order to provide for harmony of appearance and unimpeded yard maintenance by the Association outside that portion of the non-common area that can be entered without the necessity of opening an enclosure "the unenclosed area," the following shall apply:

a. No building, fence, wall, playground equipment or other structure shall be commenced, erected or maintained upon such unenclosed area, nor shall any exterior addition to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Associations, or by and architectural committee composed of three (3) representatives appointed by the Board.

b. No plants, ornaments, pools or other objects shall be placed, located or allowed to remain in such unenclosed area without the prior approval of the Board of Directors. No boats, trailers, vehicles or other similar items of personal property shall be placed, stored or permitted to remain in the unenclosed area. All mailboxes shall be of a uniform standard and appearance to be approved by the Board of Directors.

c. The Board of Directors may regulate any activities in such unenclosed areas so long as such regulations are duly adopted and uniformly applied.

d. It is the intent of this addition to the Declarations to provide that as part of the initial construction of each house on each lot that there will also be constructed an enclosed area or patio for each house. Within the enclosed area or patio, each owner may maintain such plants, furniture, grills, playground equipment and similar personal property as such owner desires. However, in order to maintain a uniform appearance outside the enclosed area or patio, no owner or other person shall plant, construct, store or otherwise place anything or perform, carry on or allow any activity that would interfere with the uniform appearance of the exterior of such initial structure except as set out above. In particular, each garage shall have a garage door which shall be kept closed at all times except when used for ingress and egress of a vehicle.

5. Voting. Each owner shall be entitled to one vote for each Lot owned and each-vote shall be expressed by the Owner, in person or by proxy. Where any lot is owned as a tenancy in

common or as a tenancy by the entirety, or another form of multiple ownership, said tenants or Owners shall determine between or among themselves how the vote to which they are entitled shall be cast. However, there shall not be any division of a vote that said Owners would otherwise be entitled to cast if the tenants do not unanimously agree among or between themselves as how the vote should be cast. In no event shall more than one vote be cast with respect to any Lot. Multiple Owners may designate a single person to act as agent to cast their vote.

Until the Developer has sold all of the Lots in the Subdivision, neither the Association nor any of the individual Lot Owners, nor their use of the Community Facility shall interfere, with the completion of contemplated improvements and the sale of other Lots. The Developer may make use of the unsold Lots as may facilitate completion of the construction thereof and sale, including, but not limited to the maintenance of a sales office, the showing of the property and the displaying of advertising signs. Any action or vote, of the Association which attempts to restrict or inhibit the rights of the Developer as stated herein shall be void.

#### MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Subdivision shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of this Declaration, the Article, and the By-laws of the Association, but may be delegated or contracted to managers or management services. Until such time as the formation of the Association, not to be later than one year hereafter, the Developer, or, its agent, shall be delegated with all the authority of the Association; and after the formation of the Association, the Developer shall reserve the right to appoint the Board of Directors and Officers thereof until the earlier of (i) such time as the Developer no longer owns any Lots in the Subdivision, or (ii) five (5) years hereafter.

#### ASSESSMENTS

1. Assessment Liens. The Board has the power to levy assessments against the lots for common expenses. 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 therefore, all as set forth in the Bylaws. Notwithstanding the other provisions of this section such lien is not released by the sale or transfer (except for foreclosure pursuant to North Carolina law) of such lot. The Board shall have all powers to pursue assessment liens pursuant to the laws of the State of North Carolina.

2. Annual Basic Assessment And Developer's Duty To Pay Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual basic assessment shall be \$250.00 a year payable during the month of January each year. The dues for purchasers of new lots shall be prorated during the first year and payable at the rate of \$21.00 a month including the month of purchase. Such prorated dues are due and collectable in advance at the time of closing of the sale of each lot. The Board of

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Directors shall, during the month of January, set the budget for the assessments including the pool and adjoining amenity facilities and the Developer shall be responsible for the remainder of the budget not covered by the dues apportioned to lot owners. A such time as the dues apportioned to lot owners are sufficient to cover the budget as set by the Board of Directors, the Developer shall no longer be responsible for any dues or shortfall in dues after that point in time. The developer shall not be responsible for the payment of any dues to the Association on any unsold lot(s) or completed house(s) on an unsold lot(s) other than as herein stated.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the budgeted dues may be increased or decreased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the budgeted dues may be increased or decreased above five percent (5%) by a vote of at least 67% of the votes in the Association, voting in person or by proxy, at a meeting duly called for this purpose or at the annual meeting of the Association.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Personal Liability of Transferees; Statement; Liability of First Mortgagee.

(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 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 therefore, 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.

5. Prohibition of Exemption from Liability for Contribution Toward Common Expenses. 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.

COMPLIANCE WITH THIS DECLARATION, THE ARTICLES, AND  
THE BY-LAWS OF THE ASSOCIATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the By-laws of the Association, or the rules and regulations, including assessment policies, of the Association, with regard to the Community Facilities, the following relief shall be available:

(a) The Association, an aggrieved Lot Owner or owners within the Subdivision on behalf of the Association, or any lot Owner on behalf of all the Lot Owners within the Subdivision, shall, have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

(b) The Association shall have the right to remedy the violation and assess the costs of remedying the same against the offending Lot Owner in a special assessment.

(c) If the violation is the nonpayment of any general or special assessment, the Association shall have the right to suspend the offending Owner's voting rights during which an assessment against the Lot remains unpaid.

(d) The remedies provided by this Article are cumulative and are in addition to any other remedies provided by law.

(e) The failure of the Association or any person to enforce any restriction contained in this Declaration, the Articles, or the By-laws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

EASEMENTS FOR DEVELOPER

Easements and rights-of-way over and upon each lot or drainage and the installation and maintenance of utilities and services as shown and/or noted or referred to on said recorded plat are reserved exclusively to Developer for such purposes as Developer may deem incident and appropriate to its overall development plan, such easements and rights-of-way being shown, referred to or noted on the aforesaid recorded plat of the subdivision, which plat is incorporated by reference and made a part hereof for a more particular description of such easements and rights-of-way. The easements and right-of-way areas reserved by Developer on each lot pursuant hereto shall be maintained continuously by the owner of said respective lot but no structures, plantings or other material shall, be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water, or which may damage or interfere with established slope ratios or create erosion problems. If Developer determines that slope ratios are inadequate and lots are not properly draining then developer has the right to change the slope ratios to insure proper drainage of all lots. Improvements within such areas also shall be maintained by the respective owner except those for which a public authority or utility company is responsible.

## RESTRICTIONS

1. This property shall be known, described and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than one single-family dwelling (which may include an attached garage or carport for not more than two cars) and one non-detached outbuilding to be constructed incidental to the residential use of the property.
2. The heated living area of the main structure shall not be less than 1600 square feet for lots 1 through 10 and 54 through 67 and lot 18. The heated living area of the main structure shall not be less than 1100 square feet for lots 68 through 82 and 184.
3. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood.
4. No structure of a temporary nature including, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence. For Lots 1 through 10 and 54 through 67 and lot 18 all trailers of what every the nature must be stored along the rear portion of said lots or must be screened from the road.
5. No sign of any kind shall be displayed to the public view on this property except one sign of not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale.
6. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that domesticated dogs, including hunting dogs, and cats and small non-offensive and harmless household pets may be kept by the owner of the property, provided that pets 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. For example, no owner of any lot within the property will be allowed to keep an unreasonable number of hunting dogs or other animals in kennels on the property.
7. No barbershop, beauty parlor, shop, or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which, under the ordinances of Pitt County, North Carolina, are identified as "cottage industries." No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
9. No parking shall be allowed on any street in the subdivision except overflow guest parking on a temporary basis. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to 1 ton in size, to park such truck on the property if it is used by such owner for his personal conveyance.
10. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter. Grass shall not be allowed to grow taller than 8 inches.



11. No fence shall be constructed, built or erected on any lot without first having obtained written approval for same from Declarant or its designee.
12. No dwelling, building, structure or outbuilding of any kind or nature shall be constructed, erected, placed or altered on any lot on the property until the construction plans, specifications, and plans showing the location of such structure have been approved in writing by Declarant or its designee.
13. No family dwelling shall be located nearer to the front lot line than 25 feet and 10 feet from side or back lot line for lots 1 through 10 and 54 through 67 and lot 18. No family dwelling shall be located nearer to the front lot line than 25 feet for lots 68 through 82 and lot 84. No family dwelling shall be located nearer than eight (8) feet to any side lot and (15) feet to the back lot line. No outbuilding may be located within one hundred (100) feet from the front lot line and shall not be located nearer than ten (10) feet to any side or back lot line.
14. For the purposes of providing for access from the property to any adjacent or surrounding lands, the Declarant hereby retains the right to utilize any portion of the property owned entirely or in part by the Declarant for the installation of roads, drives or other necessary means of access to such adjacent or surrounding lands, and the installation of such means of access by the Declarant over any lot presently located within the property as shown by a recorded map shall not constitute a violation of these restrictive covenants. The rights reserved in this paragraph are assignable by the Declarant.
15. No outside radio or television satellite dish or comparable communication device shall be erected on any residential lot within the subdivision; with the exception that one DSS type of reception disk may be installed provided that the diameter shall not exceed 24" and that its location is first approved in writing by the Declarant or its designee.
16. The Declarant, their successors or assigns, reserve the right to amend, modify or vacate any restrictions herein contained whenever the circumstances, in the opinion of the Declarant, his successors or assigns, warrant such amendment, modification, or vacation as being necessary or desirable within six (6) years from the date of this instrument. In addition to the declarant's rights to amend, modify, vacate, these restrictions may be amended by a vote of the owners of ninety percent (90%) of all lots located within Langston Farms (Phase 1).
17. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.
18. 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.
19. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners provided that no amendment shall after alter any obligation to pay assessments to benefit the Common Use Areas, as herein provided, affect any lien for the payment of same or alter any rights reserved by Declarant. To be effective, any amendment must be recorded in the Office of the Register of Deeds of Pitt County, North Carolina and a marginal Register of Deeds of Pitt County, North Carolina and a marginal entry of same must be signified on the face of this document.
20. Declarant reserves the right to incorporate any adjoining property now owned by declarant or acquired in the future by the decalrant to be subjected to the terms of this instrument as if

BOOK 1270 PAGE 524

originally described herein by recording an instrument or instruments to that affect in the Pitt County Registry at any time before January 1, 2021.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, LLC does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 1 day of March, 2002.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: \_\_\_\_\_ (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY

I William Scott Browning, a Notary Public of the County and State aforesaid, do hereby certify that William H. Clark, Manager, and \_\_\_\_\_, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 1 day of March, 2002.

[Signature]  
Notary Public



My Commission Expires: 9/28/03

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

Notary(ies) Public is (are) certified to be correct. Filed for registration at 2:59 o'clock P M. this 1 day of March 2002.

JUDY J. TART, Register of Deeds  
By [Signature]  
Assistant/Deputy Register of Deeds

BOOK 1301 PAGE 454

PREPARED BY: *Ale*  
W. Scott Browning  
Browning and Hill, L.L.P.  
200 East Fourth Street  
Greenville, NC 27835-0859

FILED  
JUDY J. TART  
REGISTER OF DEEDS

2002 MAY 15 PM 1:02  
*Deborah T. Browning*  
PITT COUNTY, N.C.

NORTH CAROLINA  
PITT COUNTY

SECOND AMENDED AND RESTATED  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR LANGSTON FARMS, PHASE 1  
SECTION 1 and 2

KNOW ALL MEN BY THESE PRESENTS, that BILL CLARK HOMES OF GREENVILLE, LLC, a North Carolina Limited Liability Company (hereinafter called "Developer") and Kristopher Dail, Michelle Dail, Anthony Smith, Kelly Smith, Jeffery Boyer, Amy Boyer, William Mitchum, Wendy Mitchum, Charles Bagwell, Lisa Bagwell, Martin Redd, Kay Redd, E. Heath Clark and other purchasers of lots in Langston Farms Subdivision, Phase 1 (hereinafter called "Owner" and/or "Owners") does hereby declare, covenant and agree to and with all other persons, firms and corporations now owning, or hereafter acquiring as owner, any lot or parcel of land in the area designated as Langston Farms Subdivision, which is located in Winterville Township, Pitt County, North Carolina, and being specifically described as follows:

Being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66 and 67 as shown on a map of Langston Farms, Phase 1, Section 1 prepared by Stroud Engineering, P.A., dated April 6, 2000, and recorded in Map Book 53 at Page 72 and revised in Map Book 56, Page 3 and Map Book 56, Page 103 of the Pitt County Registry; and being all of Lots 10, 18, 54, 55, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82 and 184 as shown on a map of Langston Farms, Phase 1, Section 2, prepared by Stroud Engineering, P.A., dated, July 13, 2000 and recorded in Map Book 54 at Page 155 and revised in Map Book 56, Page 5 of the Pitt County Registry.

WITNESSETH:

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

WHEREAS, Developer pursuant to the rights reserved in the DECLARATION OF RESTRICTIVE COVENANTS FOR LANGSTON FARMS, PHASE 1, SECTION 1 and 2, recorded in Book 1169 at page 377 of the Pitt County Registry, and pursuant to the rights to amend reserved in Paragraph 16. of the Restrictions in said covenants, the Developer owning more than 90 percent of the lots now wishes to amend and restate the covenants in whole as herein contained; and,

See Instrument recorded  
in Book 1301 Page 158

See Instrument recorded  
in Book 1350 Page 16

Instrument recorded  
# 1590 Page 208 in Book 1540 Page 211

Instrument recorded  
ok 1954 Page 53

WHEREAS, the prior declaration, under the provision for assessments, incorrectly stated in 2. that the maximum annual assessment shall be \$250.00 a year payable during the month of January each year; however, this provision should state \$450.00.

WHEREAS, this Declaration and these Covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof as set forth herein.

NOW, THEREFORE, BILL CLARK HOMES OF GREENVILLE, LLC, a North Carolina Limited Liability Company, (herein "Developer" "Declarant") does hereby subject the real estate hereinafter described to the covenants, conditions and restrictions hereinafter set forth as to the use and occupancy thereof by whomsoever owned, in addition to the set-backs, easements and reservations set forth on the recorded plat referred to hereinafter.

The purpose of these restrictions is to ensure the use of Langston Farms, Phase 1, Section 1 and 2 for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired appearance of the community, and thereby to secure to each owner the full benefit and enjoyment of his property with no greater restriction on the free and undisturbed use of his site than is necessary to ensure the same advantages to the other site owners.

In order to ensure the orderly development of said lots and to maintain the desired appearance and quality to the community, Developer reserves the right to amend, modify, change or eliminate any or all of the restrictions hereinafter set forth. In addition to the rights hereinafter reserved to approve, disapprove, modify or change these restrictions, the Developer, its successors or assigns, shall be vested with the authority to prosecute any proceedings at laws or in equity to either enforce these restrictions or to prevent their violation, in addition to the usual and normal legal and equitable rights inuring to the other owners of lots in this subdivision.

#### DEFINITIONS:

The following words as used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

1. "Articles" means the Articles of Incorporation of Langston Farms Homeowners Association.
2. "Association" shall mean and refer to the Langston Farms Homeowners Association, its successors and assigns.
3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which to a part of the Subdivision.
4. "Lot" shall mean and refer to Lots 1 through 10; 54 through 82, and lot 18 and lot 184 inclusive with delineated boundary lines, shown on the recorded plat of Langston Farms Subdivision Phase 1 Section 1 and 2.

5. "Member" shall mean and refer to every person or entity who holds membership in the Association.
6. "Subdivision" means Langston Farms Subdivision, Phase 1, Section 1 and 2 as shown on subdivision plat, recorded in Map Book 53, pages 72 and Map Book 54 page 155, Pitt County Registry.

#### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Pitt County, North Carolina and is described as Lots 1 through 9; 56 through 67 recorded in Map Book 53 page 72, and lots 10, 18, 54, 55, 68 through 82 and lot 184 on a plat survey in Map Book 54 pages 155, Pitt County Registry. This property shall be herein referred to as "Subdivision".

#### LANGSTON FARMS HOMEOWNERS ASSOCIATION

1. Association. A corporation named Langston Farms Homeowners Association has been or will be formed pursuant to the rules and requirements of the Non-Profit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to collect assessments for the use of maintenance, repair and replacement of Community Facilities; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the owners' use and occupation of Lots and the Community Facilities.
2. Each Owner of each Lot within the Subdivision shall be a Member of the Association. The Developer, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association:
  - a. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all sets necessary to remain in good and current standing as a Member of the Association;
  - b. That each shall be subject to the rules and regulations and By-laws of the Association with regard to ownership of a Lot; and
  - c. That any unpaid assessment, whether general or special, levied by the Association in accordance with these restrictions, the Articles or By-laws thereof with regard to the Community Facilities, shall be a lien upon the Lot which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment falls due.
3. Unity. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

4. Classes of Membership. The owners of Lots 1 through 10, and 54 through 82 and lot 18, 184, as designated on the plat of the subdivision shall be Class A members of the association. The owners of the Lots 68 through 82 and lot 184 shall be Class B members of the association.

Class A. Membership. Class A membership shall include the owners of all Lots in the subdivision and shall be responsible for all entrances for said subdivision and such amenities as may be incorporated into Class A Membership such as the use of the pool facilities

Class B. Membership. Class B membership shall include the owners of lots 68 through 82 and lot 184. Due to the type of housing of the Class B members the following special restriction apply to the Class B members. In order to comply with Section 9-4-202 of the Zoning Ordinance of the City of Greenville shall have the authority to levy assessment for liability insurance, local taxes, maintenance of roads, recreational and other common facilities (including the pool facilities) and such other matters as it deems appropriate including but not limited to a proportionate share of the maintenance of entrance signs and common area. Specifically, it shall provide for yard maintenance for all of the common area and shall have the authority, but not the obligation, to provide for yard maintenance for such portion of the non-common area that can be entered without the necessity of opening an enclosure, and to that extent the non-common area as is needed or appropriate to maintain the vegetation, either in the common or non-common areas, as directed by the Langston Farms Homeowners Association, Inc. Assessments shall be prorated among the owners in the same ration 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 owned by Declarant shall be at the rate of 25% of the assessments attributable to lots which have been conveyed to third parties.

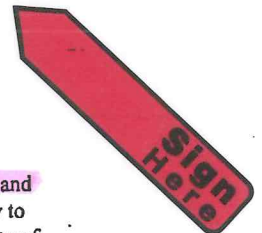
In order to provide for harmony of appearance and unimpeded yard maintenance by the Association outside that portion of the non-common area that can be entered without the necessity of opening an enclosure "the unenclosed area," the following shall apply:

a. No building, fence, wall, playground equipment or other structure shall be commenced, erected or maintained upon such unenclosed area, nor shall any exterior addition to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Associations, or by and architectural committee composed of three (3) representatives appointed by the Board.

b. No plants, ornaments, pools or other objects shall be placed, located or allowed to remain in such unenclosed area without the prior approval of the Board of Directors. No boats, trailers, vehicles or other similar items of personal property shall be placed, stored or permitted to remain in the unenclosed area. All mailboxes shall be of a uniform standard and appearance to be approved by the Board of Directors.

c. The Board of Directors may regulate any activities in such unenclosed areas so long as such regulations are duly adopted and uniformly applied.

d. It is the intent of this addition to the Declarations to provide that as part of the initial construction of each house on each lot that there will also be constructed an enclosed area or patio for each house. Within the enclosed area or patio, each owner may maintain such plants, furniture, grills, playground equipment and similar personal property as such owner desires. However, in order to maintain a uniform appearance outside the enclosed area or patio, no owner of other person shall plant, construct, store or otherwise place anything or perform, carry on or allow any activity that would interfere with the uniform appearance of the exterior of such



initial structure except as set out above. In particular, each garage shall have a garage door which shall be kept closed at all times except when used for ingress and egress of a vehicle.

5. Voting. Each owner shall be entitled to one vote for each Lot owned and each-vote shall be expressed by the Owner, in person or by proxy. Where any lot is owned as a tenancy in common or as a tenancy by the entirety, or another form of multiple ownership, said tenants or Owners shall determine between or among themselves how the vote to which they axe entitled shall be cast. However, there shall not be any division of a vote that said Owners would otherwise be entitled to cast if the tenants do not unanimously agree among or between themselves as how the vote should be cast. In no avant shall more than one vote be cast with respect to any Lot. Multiple Owners may designate a single person to act as agent to cast their vote.

Until the Developer has sold all of the Lots in the Subdivision, neither the Association nor any of the individual Lot Owners, nor their use of the Community Facility shall interfere, with the completion of contemplated improvements and the sale of other Lots. The Developer may make use of the unsold Lots as may facilitate completion of the construction thereof and sale, including, but not limited to the maintenance of a sales office, the showing of the property and the displaying of advertising signs. Any action or vote, of the Association which attempts to restrict or inhibit the rights of the Developer as stated herein shall be void.

#### MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Subdivision shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of this Declaration, the Article, and the By-laws of the Association, but may be delegated or contracted to managers or management services. Until such time as the formation of the Association, not to be later than one year hereafter, the Developer, or, its agent, shall be delegated with all the authority of the Association; and after the formation of the Association, the Developer shall reserve the right to appoint the Board of Directors and Officers thereof until the earlier of (i) such time as the Developer no longer owns any Lots in the Subdivision, or (ii) five (5) years hereafter.

#### ASSESSMENTS

1. Assessment Liens. The Board has the power to levy assessments against the lots for common expenses. 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 therefore, all as set forth in the Bylaws. Notwithstanding the other provisions of this section such lien is not released by the sale or transfer (except for foreclosure pursuant to North Carolina law) of such lot. The Board shall have all powers to pursue assessment liens pursuant to the laws of the State of North Carolina.

2. Annual Basic Assessment And Developer's Duty To Pay Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual basic assessment shall be \$450.00 a year payable during the month of January each year. The dues for purchasers of new lots shall be prorated during the first year including the month of purchase. Such prorated dues are due and collectable in advance at the time of closing of the sale of each lot. The Board of Directors shall, during the month of January, set the budget for the assessments including the pool and adjoining amenity facilities and the Developer shall be responsible for the remainder of the budget not covered by the dues apportioned to lot owners. A such time as the dues apportioned to lot owners are sufficient to cover the budget as set by the Board of Directors, the Developer shall no longer be responsible for any dues or shortfall in dues after that point in time. The developer shall not be responsible for the payment of any dues to the Association on any unsold lot(s) or completed house(s) on an unsold lot(s) other than as herein stated.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the budgeted dues may be increased or decreased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the budgeted dues may be increased or decreased above five percent (5%) by a vote of at least 67% of the votes in the Association, voting in person or by proxy, at a meeting duly called for this purpose or at the annual meeting of the Association.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Personal Liability of Transferees; Statement; Liability of First Mortgagee.

(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 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 therefore, 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.



5. Prohibition of Exemption from Liability for Contribution Toward Common Expenses. 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.

COMPLIANCE WITH THIS DECLARATION, THE ARTICLES, AND  
THE BY-LAWS OF THE ASSOCIATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the By-laws of the Association, or the rules and regulations, including assessment policies, of the Association, with regard to the Community Facilities, the following relief shall be available:

(a) The Association, an aggrieved Lot Owner or owners within the Subdivision on behalf of the Association, or any lot Owner on behalf of all the Lot Owners within the Subdivision, shall, have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

(b) The Association shall have the right to remedy the violation and assess the costs of remedying the same against the offending Lot Owner in a special assessment.

(c) If the violation is the nonpayment of any general or special assessment, the Association shall have the right to suspend the offending Owner's voting rights during which an assessment against the Lot remains unpaid.

(d) The remedies provided by this Article are cumulative and are in addition to any other remedies provided by law.

(e) The failure of the Association or any person to enforce any restriction contained in this Declaration, the Articles, or the By-laws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

EASEMENTS FOR DEVELOPER

Easements and rights-of-way over and upon each lot or drainage and the installation and maintenance or utilities and services as shown and/or noted or referred to on said recorded plat are reserved exclusively to Developer for such purposes as Developer may deem incident and appropriate to its overall development plan, such easements and rights-of-way being shown, referred to or noted on the aforesaid recorded plat of the subdivision, which plat is incorporated by reference and made a part hereof for a more particular description of such easements and rights-of-way. The easements and right-of-way areas reserved by Developer on each lot pursuant hereto shall be maintained continuously by the owner of said respective lot but no structures, plantings or other material shall, be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of

water, or which may damage or interfere with established slope ratios or create erosion problems. If Developer determines that slope ratios are inadequate and lots are not properly draining then developer has the right to change the slope ratios to insure proper drainage of all lots. Improvements within such areas also shall be maintained by the respective owner except those for which a public authority or utility company is responsible.

#### RESTRICTIONS

1. This property shall be known, described and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than one single-family dwelling (which may include an attached garage or carport for not more than two cars) and one non-detached outbuilding to be constructed incidental to the residential use of the property.
2. The heated living area of the main structure shall not be less than 1600 square feet for lots 1 through 10 and 54 through 67 and lot 18. The heated living area of the main structure shall not be less than 1100 square feet for lots 68 through 82 and 184.
3. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood.
4. No structure of a temporary nature including, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence. For Lots 1 through 10 and 54 through 67 and lot 18 all trailers of what every the nature must be stored along the rear portion of said lots or must be screened from the road.
5. No sign of any kind shall be displayed to the public view on this property except one sign of not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale.
6. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that domesticated dogs, including hunting dogs, and cats and small non-offensive and harmless household pets may be kept by the owner of the property, provided that pets 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. For example, no owner of any lot within the property will be allowed to keep an unreasonable number of hunting dogs or other animals in kennels on the property.
7. No barbershop, beauty parlor, shop, or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which, under the ordinances of Pitt County, North Carolina, are identified as "cottage industries." No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
9. No parking shall be allowed on any street in the subdivision except overflow guest parking on a temporary basis. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up

to 1 ton in size, to park such truck on the property if it is used by such owner for his personal conveyance.

10. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter. Grass shall not be allowed to grow taller than 8 inches.

11. No fence shall be constructed, built or erected on any lot without first having obtained written approval for same from Declarant or its designee.

12. No dwelling, building, structure or outbuilding of any kind or nature shall be constructed, erected, placed or altered on any lot on the property until the construction plans, specifications, and plans showing the location of such structure have been approved in writing by Declarant or its designee.

13. No family dwelling shall be located nearer to the front lot line than 25 feet and 10 feet from side or back lot line for lots 1 through 10 and 54 through 67 and lot 18. No family dwelling shall be located nearer to the front lot line than 25 feet for lots 68 through 82 and lot 84. No family dwelling shall be located nearer than eight (8) feet to any side lot and (15) feet to the back lot line. No outbuilding may be located within one hundred (100) feet from the front lot line and shall not be located nearer than ten (10) feet to any side or back lot line.

14. For the purposes of providing for access from the property to any adjacent or surrounding lands, the Declarant hereby retains the right to utilize any portion of the property owned entirely or in part by the Declarant for the installation of roads, drives or other necessary means of access to such adjacent or surrounding lands, and the installation of such means of access by the Declarant over any lot presently located within the property as shown by a recorded map shall not constitute a violation of these restrictive covenants. The rights reserved in this paragraph are assignable by the Declarant.

15. No outside radio or television satellite dish or comparable communication device shall be erected on any residential lot within the subdivision; with the exception that one DSS type of reception disk may be installed provided that the diameter shall not exceed 24" and that its location is first approved in writing by the Declarant or its designee.

16. The Declarant, their successors or assigns, reserve the right to amend, modify or vacate any restrictions herein contained whenever the circumstances, in the opinion of the Declarant, his successors or assigns, warrant such amendment, modification, or vacation as being necessary or desirable within six (6) years from the date of this instrument. In addition to the declarant's rights to amend, modify, vacate, these restrictions may be amended by a vote of the owners of ninety percent (90%) of all lots located within Langston Farms (Phase 1).

17. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.

18. 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.

19. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners provided that no amendment shall after alter any obligation to pay assessments to benefit the Common Use Areas, as herein provided, affect any lien for the payment of same or alter any rights reserved by Declarant. To be effective, any amendment must be recorded in the Office of the Register of Deeds of Pitt County, North Carolina and a marginal Register

of Deeds of Pitt County, North Carolina and a marginal entry of same must be signified on the face of this document.

20. Declarant reserves the right to incorporate any adjoining property now owned by declarant or acquired in the future by the decalrant to be subjected to the terms of this instrument as if originally described herein by recording an instrument or instruments to that affect in the Pitt County Registry at any time before January 1, 2021.

Kristopher Dail and Michelle Dail join in the execution of this declaration for the purpose of subordinating their Lot, being Lot 2 of Langston Farms, to the covenants, conditions and restrictions of this Declaration.

Anthony Smith and Kelly Smith join in the execution of this declaration for the purpose of subordinating their Lot, being Lot 5 of Langston Farms, to the covenants, conditions and restrictions of this Declaration.

Martin Redd and Kay Redd join in the execution of this declaration for the purpose of subordinating their Lot, being Lot 60 of Langston Farms, to the covenants, conditions and restrictions of this Declaration.

Jeffery Boyer and Amy Boyer join in the execution of this declaration for the purpose of subordinating their Lot, being Lot 61 of Langston Farms, to the covenants, conditions and restrictions of this Declaration.

William Mitchum and Wendy Mitchum join in the execution of this declaration for the purpose of subordinating their Lot, being Lot 66 of Langston Farms, to the covenants, conditions and restrictions of this Declaration.

Charles Bagwell and Lisa Bagwell join in the execution of this declaration for the purpose of subordinating their Lot, being Lot 74 of Langston Farms, to the covenants, conditions and restrictions of this Declaration.

E. Heath Clark join in the execution of this declaration for the purpose of subordinating their Lot, being Lot 76 of Langston Farms, to the covenants, conditions and restrictions of this Declaration.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, LLC does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 14<sup>th</sup> day of May, 2002.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: [Signature] (SEAL)  
Manager

[Signature] (SEAL)  
Kristopher Dail (Lot 2)

[Signature] (SEAL)  
Michelle Dail (Lot 2)

[Signature] (SEAL)  
Anthony Smith (Lot 5)

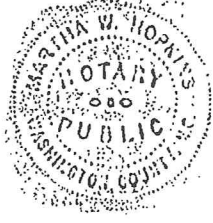
[Signature] (SEAL)  
Kelly Smith (Lot 5)

[Signature] (SEAL)  
Martin Redd (Lot 60)

[Signature] (SEAL)  
Kay Redd (Lot 60)

[Signature] (SEAL)  
Jeffrey Boyer (Lot 61)

[Signature] (SEAL)  
Amy Boyer (Lot 61)





William Mitchum (SEAL)  
William Mitchum (Lot 66)

Wendy Mitchum (SEAL)  
Wendy Mitchum (Lot 66)

Charles Bagwell (SEAL)  
Charles Bagwell (Lot 74)

Lisa Bagwell (SEAL)  
Lisa Bagwell (Lot 74)

E. Heath Clark (SEAL)  
E. Heath Clark (Lot 76)



NORTH CAROLINA

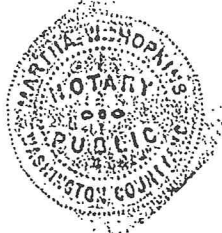
~~Washington~~ PITT COUNTY

I Martha W. Hopkins, a Notary Public of the County and State aforesaid, do hereby certify that William H. Clark, Manager, and Jimmy Humphrey, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 14<sup>th</sup> day of May, 2002.

Martha W. Hopkins  
Notary Public

My Commission Expires: July 6, 2003



North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Kristopher Dail personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 13 day of May, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003

North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Michelle Dail personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 13<sup>th</sup> day of May, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 4, 2003

North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Anthony Smith personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 10<sup>th</sup> day of May, 2002.



Martha Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003

North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Kelly Smith personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 10<sup>th</sup> day of May, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003



North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Martin Redd personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 24<sup>th</sup> day of April, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003

North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Kay Redd personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 24<sup>th</sup> day of April, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003

North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Jeffery Boyer personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 24<sup>th</sup> day of April, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003

North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Amy Boyer personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 24<sup>th</sup> day of April, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003

North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that William Mitchum personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 8<sup>th</sup> day of May, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003

North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Wendy Mitchum personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 8<sup>th</sup> day of May, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003

North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Charles Bagwell personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 24<sup>th</sup> day of April, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003

North Carolina  
~~Washington~~ Pitt County

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that Lisa Bagwell personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 24<sup>th</sup> day of April, 2002.



Martha W. Hopkins  
NOTARY PUBLIC

My Commission Expires: July 6, 2003

BOOK 1301 PAGE 472

North Carolina  
Pitt County

I Teresa C. Williams Notary Public of the County and State aforesaid, do hereby certify that E. Heath Clark personally appeared before me this day and acknowledged the execution of this instrument.

WITNESS my hand and official stamp or seal, this the 25<sup>th</sup> day of April, 2002.



Teresa C. Williams  
NOTARY PUBLIC

My Commission Expires: 7-20-05

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

Martha W. Hopkins  
Teresa C. Williams

Notary(ies) Public is (are) certified to be correct. Filed for registration at 1:02 o'clock P M. this 15 day of May 20 02.

JUDY J. TART, Register of Deeds  
By Deborah Lauritzen  
Assistant/Deputy Register of Deeds

FILED  
JUDY J. TART  
REGISTER OF DEEDS  
2002 AUG 29 AM 11:29  
PITT COUNTY, N.C.

*File: Scott Browning*  
NORTH CAROLINA  
PITT COUNTY

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LANGSTON FARMS, PHASE 2

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "**LANGSTON FARMS, PHASE 2**", recorded in map Book 57 at Page 91, prepared by Stroud Engineering, P.A., dated March 26, 2002 in the Pitt County Registry, (hereinafter "property"); and,

WHEREAS, the lots located in Map Book 57 at page 91 are as follows:  
Being all of Lots 29, 30, 49, 50, 51, 52, 53, 133, 134, 135, 136, 137, 138, 162, 226, 227, 228 as shown on Map of Langston Farms Phase 2 and recorded in Map Book 57 at Page 91 of the Pitt County Registry.

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 1169 at Page 377 and as amended in Book 1301 at page 454, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, Phase 2 be considered as **Class A** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 57 page 91, Langston Farms, Phase 2 as follows:

1. The heated living area of the main structure shall not be less than 1300 square feet.

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "LANGSTON FARMS, PHASE 2", recorded in Map Book 57 at Page 91, prepared by Stroud Engineering, P.A., dated March 26, 2002 in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and

The lots of Langston Farms, Phase 2 be considered as Class A Members of the Langston Farms Homeowners Association; and,

Additional restrictions to the lots located in Map Book 57 page 91, Langston Farms, Phase 2 as follows:

- 1. The heated living area of the main structure shall not be less than 1300 square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 29th day of August, 2002.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: \_\_\_\_\_ (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY

I William Scott Browning, a Notary Public of the County and State aforesaid, do hereby certify that William H. Clark, Manager, and \_\_\_\_\_ Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 29 day of August, 1999, 2002



[Signature]  
Notary Public

My Commission Expires: 9/28/2003

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

Notary (ies) Public is (are) certified to be correct. Filed for registration at 11:29 o'clock A M. this 29 day of August 20 02.

JUDY J. TART, Register of Deeds

By: [Signature]  
Assistant/Deputy Register of Deeds

FILED  
JUDY J. TART  
REGISTER OF DEEDS  
2002 OCT 18 PM 1:07  
PITT COUNTY, N.C.

NORTH CAROLINA  
PITT COUNTY

file: Scott Browning

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LANGSTON FARMS, PHASE 2

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "LANGSTON FARMS, PHASE 2", recorded in map Book 57 at Page 91, prepared by Stroud Engineering, P.A., dated March 26, 2002 in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the lots located in Map Book 57 at page 91 are as follows:  
Being all of Lots 29, 30, 49, 50, 51, 52, 53, 133, 134, 135, 136, 137, 138, 162, 226, 227, 228 as shown on Map of Langston Farms Phase 2 and recorded in Map Book 57 at Page 91 of the Pitt County Registry.

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 1169 at Page 377 and as amended in Book 1301 at page 454, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, Phase 2 be considered as **Class A** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 57 page 91, Langston Farms, Phase 2 as follows:

1. The heated living area of the main structure shall not be less than 1350 square feet.



NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "LANGSTON FARMS, PHASE 2", recorded in Map Book 57 at Page 91, prepared by Stroud Engineering, P.A., dated March 26, 2002 in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and

The lots of Langston Farms, Phase 2 be considered as Class A Members of the Langston Farms Homeowners Association; and,

Additional restrictions to the lots located in Map Book 57 page 91, Langston Farms, Phase 2 as follows:

- 1. The heated living area of the main structure shall not be less than \_\_\_\_\_ square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 17 day of October, 2002.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: \_\_\_\_\_ (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY

I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that W.H. Clark, Manager, and \_\_\_\_\_ Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledged the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 17<sup>th</sup> day of October, 1999: 2002

Meta H. Gibbs  
Notary Public

My Commission Expires: 7-5-03



BOOK 1377 PAGE 140

NORTH CAROLINA: PITT COUNTY

The foregoing certificate(s) of Meta H. Gibbs  
\_\_\_\_\_  
Notary (ies) Public is  
(are) certified to be correct. Filed for registration at 1:07 o'clock P M. this  
18th day of October, 2002.

JUDY J. TART, REGISTER OF DEEDS  
BY: Shawn B. Baur  
Assistant/Chief Deputy Register of Deeds

BOOK 1590 PAGE 208

FILED  
JUDY J. TART  
REGISTER OF DEEDS  
03 SEP -9 AM 11:48  
PITT COUNTY, N.C.

NORTH CAROLINA  
PITT COUNTY

*File: Scott Brunick*

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LANGSTON FARMS, PHASE 3 SECTION 2

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "LANGSTON FARMS, PHASE 3, SECTION 2", recorded in map Book 60 at Page 29, prepared by Stroud Engineering, P.A., dated May 7, 2003 in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the lots located in Map Book 60 at page 29 are as follows: Being all of Lots 83, 84, 85, 86, 87, 88, 89, 90, 178, 179, 180, 181, 182, 183, 208, 209, 210, 211, 212, 213, 214, 215, 216 as shown on Map of Langston Farms Phase 2 and recorded in Map Book 60 at Page 29 of the Pitt County Registry.

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 1169 at Page 377 and as amended in Book 1301 at page 454, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, Phase 3, Section 2 be considered as **Class B** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 60 page 29, Langston Farms, Phase 3, Section 2 as follows:

1. The heated living area of the main structure shall not be less than 1100 square feet.

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "LANGSTON FARMS, PHASE 3 SECTION 2", recorded in Map Book 60 at Page 29, prepared by Stroud Engineering, P.A., dated May 7, 2003 in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and The lots of Langston Farms, Phase 3 Section 2 be considered as Class B Members of the Langston Farms Homeowners Association; and, Additional restrictions to the lots located in Map Book 60 page 29, Langston Farms, Phase 3 Section 2 as follows:

1. The heated living area of the main structure shall not be less than 1100 square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 2<sup>nd</sup> day of September, 2003.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: *Jim Hopy* (SEAL)  
Manager

By: *Jacob Fine* (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY

I *Martha W. Hopkins*, a Notary Public of the County and State aforesaid, do hereby certify that *Jim Hopy*, Manager, and *Jacob Fine* Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the *3<sup>rd</sup>* day of *September*, *2003*



*Martha W. Hopkins*  
Notary Public

BOOK 1590 PAGE 210

NORTH CAROLINA: PITT COUNTY

The foregoing certificate(s) of Martha W. Hopkins  
Notary (ies) Public is  
(are) certified to be correct. Filed for registration at 11:48 o'clock A M. this  
9 day of September, 2003.

JUDY J. TART, REGISTER OF DEEDS  
BY: Cheryl Sawyer  
Assistant/Chief Deputy Register of Deeds

BOOK 1590 PAGE 211

FILED  
JUDY J. TART  
REGISTER OF DEEDS

03 SEP -9 AM 11:48

PITT COUNTY, N.C.

NORTH CAROLINA  
PITT COUNTY

*File: Scott Brown*

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LANGSTON FARMS, PHASE 3 SECTION 1

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "LANGSTON FARMS, PHASE 3, Section 1", recorded in map Book 60 at Page 32, prepared by Stroud Engineering, P.A., dated May 7, 2003 in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the lots located in Map Book 60 at page 32 are as follows: Being all of Lots 11, 12, 13, 14, 15, 16, 17, 28, 19, 22, 23, 24, 25, 26, 27 as shown on Map of Langston Farms Phase 3, Section 1, and recorded in Map Book 60 at Page 32 of the Pitt County Registry.

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 1169 at Page 377 and as amended in Book 1301 at page 454, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, Phase 3, Section 1 be considered as **Class A** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 60 page 32, Langston Farms, Phase 3, Section 1 as follows:

1. The heated living area of the main structure shall not be less than 1600 square feet.

BOOK 1590 PAGE 212

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "LANGSTON FARMS, PHASE 3, Section 1", recorded in Map Book 60 at Page 32, prepared by Stroud Engineering, P.A., dated May 7, 2003, in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and

The lots of Langston Farms, Phase 3, Section 1 be considered as Class A Members of the Langston Farms Homeowners Association; and,

Additional restrictions to the lots located in Map Book 60 page 32, Langston Farms, Phase 2 as follows:

1. The heated living area of the main structure shall not be less than 1600 square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 2<sup>nd</sup> day of September, 2003

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: [Signature] (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY

I Marta W. Hopkins, a Notary Public of the County and State aforesaid, do hereby certify that Jimmy Murphy, Manager, and Jacob Fine, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledged the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 3<sup>rd</sup> day of September, 2003.

Marta W. Hopkins  
Notary Public



My Commission Expires: July 6, 2007

BOOK 1590 PAGE 213

NORTH CAROLINA: PITT COUNTY

The foregoing certificate(s) of Martha W. Hopkins  
Notary (ies) Public is  
(are) certified to be correct. Filed for registration at 11:48 o'clock A M. this  
9 day of September, 2003.

JUDY A. TART, REGISTER OF DEEDS  
BY: Robert Baunig  
Assistant/Chief Deputy Register of Deeds





Doc ID: 0008370003 Type: CRP  
Recorded: 07/28/2005 at 12:50:35 PM  
Fee Amt: \$20.00 Page 1 of 3  
Pitt County, NC  
Judy J. Tart Register of Deeds  
BK 1954 PG 53-55

*File: Scott Browning*

NORTH CAROLINA  
PITT COUNTY

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
**LANGSTON FARMS, PHASE 4**

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "**LANGSTON FARMS, PHASE 4**", recorded in Map Book 62 at Page 185, prepared by Stroud Engineering, P.A., dated August 24, 2004, and Map Book 63 page 104 which is a recombination of lots 21 & 38, in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the lots located in Map Book 62 at page 185 are as follows:  
Being all of Lots **20, 21, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46** as shown on Map of Langston Farms Phase 4 and recorded in Map Book 62 at Page 185, and Map Book 63 page 104 which is a recombination of lots 21 & 38, of the Pitt County Registry.

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 1169 at Page 377 and as amended in Book 1301 at page 454, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, Phase 4, be considered as **Class A** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 62 page 185, and Map Book 63 page 104, Langston Farms, Section 4 as follows:

- 1. The heated living area of the main structure shall not be less than 1600 square feet.

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "LANGSTON FARMS, PHASE 4", recorded in Map Book 62 at Page 185, prepared by Stroud Engineering, P.A., dated August 24, 2004 and Map Book 63 page 104, in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and

The lots of Langston Farms, Phase 4 be considered as **Class A** Members of the Langston Farms Homeowners Association; and,

Additional restrictions to the lots located in Map Book 62 page 185, and Map Book 63, Page 104 Langston Farms, Phase 4 as follows:

- 1. The heated living area of the main structure shall not be less than 1600 square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 28 day of July, 2005.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: [Signature] (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY

I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that Lance Clark, Manager, and Jacob Fine, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 28 day of July, 2005.

Meta H. Gibbs  
Notary Public

My Commission Expires: 7-5-08



NORTH CAROLINA: Pitt County  
The foregoing certificate(s) of Meta H. Gibbs

Notary(ies) Public is (are) certified to be correct. Filed for registration at — o'clock — M. this 28 day of July 20 05.

JUDY J. TART, Register of Deeds  
By Deborah S. Saurin  
Assistant/Deputy Register of Deeds



Doc ID: 000406850002 Type: CRP  
Recorded: 03/30/2006 at 03:35:53 PM  
Fee Amt: \$17.00 Page 1 of 2  
Pitt County, NC  
Judy J. Tart Register of Deeds  
BK 2090 PG 853-854

File: Scott Browning

NORTH CAROLINA  
PITT COUNTY

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LANGSTON FARMS, PHASE 6

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "LANGSTON FARMS, PHASE 6", recorded in Map Book 62 at Page 187, prepared by Stroud Engineering, P.A., dated December 16, 2003, in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the lots located in Map Book 62 at page 187 are as follows:  
Being all of Lots 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 201, 202, 203, 204, 205, 206, and 207 as shown on Map of Langston Farms Phase 6 and recorded in Map Book 62 at Page 187, of the Pitt County Registry.

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 1169 at Page 377 and as amended in Book 1301 at page 454, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, Phase 6, be considered as **Class B** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 62 page 187, Langston Farms, Section 6 as follows:

1. The heated living area of the main structure shall not be less than 1350 square feet.

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "LANGSTON FARMS, PHASE 6", recorded in Map Book 62 at Page 187, prepared by Stroud Engineering, P.A., in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and

The lots of Langston Farms, Phase 6 be considered as Class B Members of the Langston Farms Homeowners Association; and,

Additional restrictions to the lots located in Map Book 62 page 187, Langston Farms, Phase 6 as follows:

- 1. The heated living area of the main structure shall not be less than 1350 square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 30<sup>th</sup> day of March, 2005.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: [Signature] (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY


I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that Lance Clark, Manager, and Jimmy Humphrey, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 30 day of March, 2005.

Meta H. Gibbs  
Notary/Public



My Commission Expires: 7-5-08

  
 Doc ID: 000495190002 Type: CRP  
 Recorded: 05/18/2006 at 11:15:20 AM  
 Fee Amt: \$17.00 Page 1 of 2  
 Pitt County, NC  
 Judy J. Tart Register of Deeds  
 BK **2118** PG **8-9**

*file: Scott Browning*

NORTH CAROLINA  
PITT COUNTY

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
**LANGSTON FARMS, PHASE 5**

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "**LANGSTON FARMS, PHASE 5**", recorded in Map Book 62 at Page 186, prepared by Stroud Engineering, P.A., dated October 20, 2004, in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the lots located in Map Book 62 at page 186 are as follows:  
Being all of Lots **121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 119, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148,** as shown on Map of Langston Farms Phase 5 and recorded in Map Book 62 at Page 186, of the Pitt County Registry.

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book **1169** at Page **377** and as amended in Book 1301 at page 454, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, Phase 5, be considered as **Class A** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 62 page 186, Langston Farms, Section 6 as follows:

1. The heated living area of the main structure shall not be less than 1600 square feet.

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "LANGSTON FARMS, PHASE 5", recorded in Map Book 62 at Page 186, prepared by Stroud Engineering, P.A., in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and

The lots of Langston Farms, Phase 5 be considered as Class A Members of the Langston Farms Homeowners Association; and,

Additional restrictions to the lots located in Map Book 62 page 186, Langston Farms, Phase 5 as follows:

- 1. The heated living area of the main structure shall not be less than 1600 square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 3 day of May, 2006.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: [Signature] (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY


I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that Lance Clark & Jason Prescott Manager, and [Signature], Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 3 day of May, 2006. mhg

[Signature] Notary Public

My Commission Expires: 7-5-08



  
 Doc ID: 000682540002 Type: CRP  
 Recorded: 08/16/2006 at 10:12:26 AM  
 Fee Amt: \$17.00 Page 1 of 2  
 Pitt County, NC  
 Judy J. Tart Register of Deeds  
 BK **2171** PG **706-707**

NORTH CAROLINA  
PITT COUNTY

*File: Scott Browning*

AMENDMENT TO AMENDED AND RESTATED  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
**LANGSTON FARMS, PHASE 7 SECTION 1**

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "**LANGSTON FARMS, PHASE 7 SECTION 1**", recorded in Map Book 66 at Page 33, prepared by Stroud Engineering, P.A., dated July 21, 2006 in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 1169 at Page 377 and as amended in Book 1301 at page 454, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, Phase 7 Section 1, and recorded in Map Book 66 Page 33, be considered as **Class A** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 66 page 33, Langston Farms, Phase 7, Section 1 as follows:

1. The heated living area of the main structure shall not be less than 1600 square feet.

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "**LANGSTON FARMS, PHASE 7**



**SECTION 1 REVISED**", recorded in Map Book 66 at Page 33, prepared by Stroud Engineering, P.A., in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and

The lots of Langston Farms, Phase 7, Section 1 be considered as **Class A** Members of the Langston Farms Homeowners Association; and,

Additional restrictions to the lots located in Map Book 66 page 33, Langston Farms, Phase 7 as follows:

1. The heated living area of the main structure shall not be less than 1600 square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 11 day of August, 2006.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
 Manager

By: [Signature] (SEAL)  
 Manager

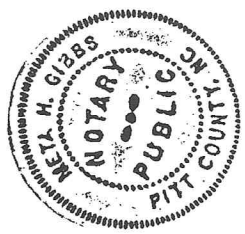
NORTH CAROLINA  
 PITT COUNTY

I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that Lance Clark, Manager, and Jimmy Humphrey, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 11 day of August, 2006.

[Signature]  
 Notary Public

My Commission Expires: 7-5-08



Doc ID: 001078820002 Type: CRP  
 Recorded: 03/13/2007 at 02:39:22 PM  
 Fee Amt: \$17.00 Page 1 of 2  
 Pitt County, NC  
 Judy J. Tart Register of Deeds  
 BK **2280** PG **34-35**

*F.L. Scott Bochning*

NORTH CAROLINA  
PITT COUNTY

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
**LANGSTON FARMS, PHASE 8 A**

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "**LANGSTON FARMS, PHASE 8A**", recorded in Map Book 65 at Page 183, prepared by Stroud Engineering, P.A., dated May 10, 2006, in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the lots located in Map Book 65 at page 183 are as follows:  
Being all of Lots **102, 103, 104, 105, 106, 107, 108, 109, 110, 192, 193, 194, 195, 196, 197, 198, 199, 200, 223, 224, and 225** as shown on Map of Langston Farms Phase **8A** and recorded in Map Book 65, at Page 183, of the Pitt County Registry.

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book **1169** at Page **377** and as amended in Book 1301 at page 454, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, Phase **8A**, be considered as **Class B** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 62 page 183, Langston Farms, Section **8A** as follows:

1. The heated living area of the main structure shall not be less than 1100 square feet.

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "LANGSTON FARMS, PHASE 8A", recorded in Map Book 65 at Page 183, prepared by Stroud Engineering, P.A., in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and

The lots of Langston Farms, Phase 8A be considered as Class B Members of the Langston Farms Homeowners Association; and,

Additional restrictions to the lots located in Map Book 62 page 183, Langston Farms, Phase 8A as follows:

- 1. The heated living area of the main structure shall not be less than 1100 square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 5 day of March, 2007.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: [Signature] (SEAL)  
Manager

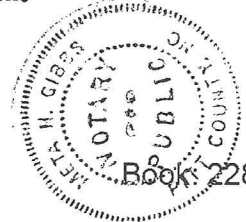
NORTH CAROLINA  
PITT COUNTY

I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that Lance Clark, Manager, and Jason Prescott, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 5 day of March, 2007.

Meta H. Gibbs  
Notary Public

My Commission Expires: 7-5-08



Doc ID: 001078830002 Type: CRP  
Recorded: 03/13/2007 at 02:40:25 PM  
Fee Amt: \$17.00 Page 1 of 2  
Pitt County, NC  
Judy J. Tart Register of Deeds  
BK **2280** PG **36-37**

*Fig. Scott Browning*  
NORTH CAROLINA  
PITT COUNTY

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
**LANGSTON FARMS, PHASE 8 B**

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "**LANGSTON FARMS, PHASE 8B**", recorded in Map Book 65 at Page 182, prepared by Stroud Engineering, P.A., dated May 10, 2006, in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the lots located in Map Book 65 at page 182 are as follows:  
Being all of Lots **111, 112, 113, 114, 115, 116, 117, 118, 149, 150, 151, 152, 153, and 191** as shown on Map of Langston Farms Phase **8B** and recorded in Map Book 65, at Page 182, of the Pitt County Registry.

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book **1169** at Page **377** and as amended in Book **1301** at page **454**, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, **Phase 5**, be considered as **Class A** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 62 page 182, Langston Farms, Section **8B** as follows:

- I. The heated living area of the main structure shall not be less than 1300 square feet.



NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "LANGSTON FARMS, PHASE 8B", recorded in Map Book 65 at Page 182, prepared by Stroud Engineering, P.A., in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and

The lots of Langston Farms, Phase 8A be considered as Class A Members of the Langston Farms Homeowners Association; and,

Additional restrictions to the lots located in Map Book 62 page 182, Langston Farms, Phase 8B as follows:

- 1. The heated living area of the main structure shall not be less than \_\_\_\_\_ square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 5 day of March, 2007.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: [Signature] (SEAL)  
Manager

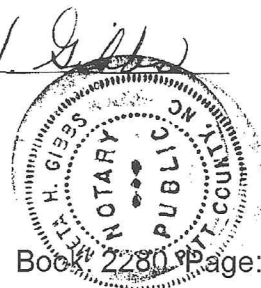
NORTH CAROLINA  
PITT COUNTY

I, Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that Lance Clark, Manager, and Jason Prescott, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 5 day of March, 2007.

Meta H. Gibbs  
Notary Public

My Commission Expires: 7-5-08



Doc ID: 001638570002 Type: CRP  
Recorded: 12/21/2007 at 11:14:58 AM  
Fee Amt: \$17.00 Page 1 of 2  
Pitt County, NC  
Judy J. Tart Register of Deeds  
BK **2431** PG **295-296**

*Jude Scott Browning*

NORTH CAROLINA  
PITT COUNTY

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
**LANGSTON FARMS, PHASE 9**

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "**LANGSTON FARMS, PHASE 9**", recorded in Map Book 69 at Page 87, prepared by Stroud Engineering, P.A., dated September 20, 2007, in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 1169 at Page 377 and as amended in Book 1301 at page 454, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration; and,

WHEREAS, the Declarant now wishes that the lots of Langston Farms, Phase 9, and recorded in Map Book 69 Page 87, be considered as **Class A** Members of the Langston Farms Homeowners Association.

WHEREAS, the declarant wishes to add additional restrictions to the lots located in Map Book 69 page 87, Langston Farms, Phase 9, as follows:

1. The heated living area of the main structure shall not be less than 1600 square feet.

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "**LANGSTON FARMS, PHASE 9**",

recorded in Map Book 69 at Page 87, prepared by Stroud Engineering, P.A., in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 1169 at Page 377 and amended in 1301 at page 454 of the Pitt County Registry, the same as if originally set out therein; and

The lots of Langston Farms, Phase 9, be considered as Class A Members of the Langston Farms Homeowners Association; and,

Additional restrictions to the lots located in Map Book 69 page 87, Langston Farms, Phase 9, as follows:

- 1. The heated living area of the main structure shall not be less than 1600 square feet.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 20 day of December, 2007.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: [Signature] (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY


I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that Lance Clark, Manager, and Jimmy Humphrey, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 20 day of December, ~~2006~~ 2007.  
*mhg*

Meta H. Gibbs  
Notary Public

My Commission Expires: 7-5-08



  
 Doc ID: 011180250002 Type: CRP  
 Recorded: 04/03/2012 at 02:33:27 PM  
 Fee Amt: \$26.00 Page 1 of 2  
 Pitt County, NC  
 Deborah T Barrington REG OF DEEDS  
 BK 2957 PG 533-534

Prepared by and File: HORNE & HORNE, PLLC

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by **BILL CLARK HOMES OF GREENVILLE, LLC**, a North Carolina limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the declarant is in the process of developing a residential subdivision in the City of Greenville, Pitt County, North Carolina, known as "LANGSTON FARMS"; and,

WHEREAS, as a part of such development program, Declarant has impressed the lots in said subdivision and the common property with certain Covenants, Conditions and Restrictions, which appear of record in the Pitt County Registry in Book 1169, Page 377, amended in Book 1301, Page 454 and as amended from time to time all as recorded in the Pitt County Register of Deeds, and,

WHEREAS, Declarant is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "LANGSTON WEST, SECTION 2", and is more particularly described:

Lying and being in the Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Lots 250, 251, 252, 253, 272, 273, 274, 275, 276 and 277 of LANGSTON WEST, SECTION 2 as shown on that map recorded in Map Book 74, Page 189 of the Pitt County Registry.

WHEREAS, pursuant to a paragraph entitled "Restrictions", Number 20, the Declarant elects to impress all of the lands hereinabove described to the identical Covenants, Conditions and Restrictions as contained in instrument recorded in Book 1169, Page 377 and Book 1301, Page 454 of the Pitt County Registry;

NOW THEREFORE, pursuant to a paragraph entitled "Restrictions", Number 20, the Declarant hereby impresses all of the lands above described with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book 1169, Page 1301 of the Pitt County Registry.

IN WITNESS WHEREOF, Declarant has executed this document and adopted the word "SEAL" appearing after its name by its designated manager(s), this the 3<sup>rd</sup> day of April, 2012.



BILL CLARK HOMES OF GREENVILLE, LLC

*Lance Clark* (SEAL)  
Lance Clark, Manager

*Daniel Koch* (SEAL)  
Daniel Koch, Manager

STATE OF NORTH CAROLINA  
COUNTY OF PITT

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: Lance Clark and *Daniel Koch*.  
Witness my hand and Notarial Seal, this the 3rd day of April, 2012.



*Martha W. Hopkins*  
NOTARY PUBLIC  
Printed/Typed Name: *Martha W. Hopkins*  
My Commission Expires: *July 6, 2013*



Doc ID: 011455830002 Type: CRP  
 Recorded: 09/13/2012 at 03:55:30 PM  
 Fee Amt: \$26.00 Page 1 of 2  
 Pitt County, NC  
 Deborah T Barrington REG OF DEEDS

BK **3012** PG **513-514**

Prepared by and File: HORNE & HORNE, PLLC

AMENDMENT TO DECLARATION  
 OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by **BILL CLARK HOMES OF GREENVILLE, LLC**, a North Carolina limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the declarant is in the process of developing a residential subdivision in the City of Greenville, Pitt County, North Carolina, known as "**LANGSTON FARMS**"; and,

WHEREAS, as a part of such development program, Declarant has impressed the lots in said subdivision and the common property with certain Covenants, Conditions and Restrictions, which appear of record in the Pitt County Registry in Book 1169, Page 377, amended in Book 1301, Page 454 and as amended from time to time all as recorded in the Pitt County Register of Deeds, and,

WHEREAS, Declarant is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "**LANGSTON FARMS, PHASE 10**", and is more particularly described:

Lying and being in the Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Lots 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 217, 218, 219, 220, 221 and 222 of **LANGSTON FARMS, PHASE 10** as shown on that map recorded in Map Book 71, Page 166 of the Pitt County Registry.

WHEREAS, pursuant to a paragraph entitled "Restrictions", Number 20, the Declarant elects to impress all of the lands hereinabove described to the identical Covenants, Conditions and Restrictions as contained in instrument recorded in Book 1169, Page 377 and Book 1301, Page 454 of the Pitt County Registry;

NOW THEREFORE, pursuant to a paragraph entitled "Restrictions", Number 20, the Declarant hereby impresses all of the lands above described with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book 1169, Page 1301 of the Pitt County Registry.

IN WITNESS WHEREOF, Declarant has executed this document and adopted the word "SEAL" appearing after its name by its designated manager(s), this the 13 day of September, 2012.

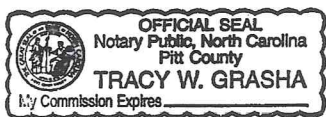
BILL CLARK HOMES OF GREENVILLE, LLC

*Lance Clark* (SEAL)  
Lance Clark, Manager

*Kathryn Smith* (SEAL)  
\_\_\_\_\_, Manager

STATE OF NORTH CAROLINA  
COUNTY OF PITT

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: Lance Clark and *Kathryn Smith*.  
Witness my hand and Notarial Seal, this the 13<sup>th</sup> day of September, 2012.



*Tracy W. Grasha*  
NOTARY PUBLIC  
Printed/Typed Name: Tracy W. Grasha  
My Commission Expires: July 10, 2013



Doc ID: 011521790002 Type: CRP  
Recorded: 10/23/2012 at 02:51:59 PM  
Fee Amt: \$26.00 Page 1 of 2  
Pitt County, NC  
Deborah T Barrington REG OF DEEDS

BK 3027 PG 322-323

Prepared by and File: HORNE & HORNE, PLLC

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by **BILL CLARK HOMES OF GREENVILLE, LLC**, a North Carolina limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the declarant is in the process of developing a residential subdivision in the City of Greenville, Pitt County, North Carolina, known as "LANGSTON FARMS"; and,

WHEREAS, as a part of such development program, Declarant has impressed the lots in said subdivision and the common property with certain Covenants, Conditions and Restrictions, which appear of record in the Pitt County Registry in Book 1169, Page 377, amended in Book 1301, Page 454 and as amended from time to time all as recorded in the Pitt County Register of Deeds, and,

WHEREAS, Declarant is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "LANGSTON WEST, SECTION 3", and is more particularly described:

Lying and being in the Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Lots 288, 289, 290, 291, 303, 304, 305, 306 and 307 of LANGSTON FARMS, SECTION 3 as shown on that map recorded in Map Book 76, Page 33 of the Pitt County Registry.

WHEREAS, pursuant to a paragraph entitled "Restrictions", Number 20, the Declarant elects to impress all of the lands hereinabove described to the identical Covenants, Conditions and Restrictions as contained in instrument recorded in Book 1169, Page 377 and Book 1301, Page 454 of the Pitt County Registry;

NOW THEREFORE, pursuant to a paragraph entitled "Restrictions", Number 20, the Declarant hereby impresses all of the lands above described with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book 1169, Page 1301 of the Pitt County Registry.

IN WITNESS WHEREOF, Declarant has executed this document and adopted the word "SEAL" appearing after its name by its designated manager(s), this the \_\_\_\_ day of October, 2012.

BILL CLARK HOMES OF GREENVILLE, LLC

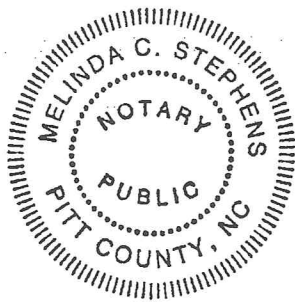
[Signature] (SEAL)  
Lance Clark, Manager

[Signature] (SEAL)  
Bill Clark, Manager

STATE OF NORTH CAROLINA  
COUNTY OF PITT

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: Lance Clark and Bill Clark

Witness my hand and Notarial Seal, this the 23rd day of October, 2012.



Melinda C. Stephens  
NOTARY PUBLIC  
Printed/Typed Name: Melinda C. Stephens  
My Commission Expires: April 2, 2013



Doc ID: 011787290002 Type: CRP  
 Recorded: 04/23/2013 at 04:38:16 PM  
 Fee Amt: \$26.00 Page 1 of 2  
 Pitt County, NC  
 Deborah T Barrington REG OF DEEDS

BK **3094** PG **809-810**

Prepared by and File: HORNE & HORNE, PLLC

AMENDMENT TO DECLARATION  
 OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by **BILL CLARK HOMES OF GREENVILLE, LLC**, a North Carolina limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the declarant is in the process of developing a residential subdivision in the City of Greenville, Pitt County, North Carolina, known as "**LANGSTON FARMS**"; and,

WHEREAS, as a part of such development program, Declarant has impressed the lots in said subdivision and the common property with certain Covenants, Conditions and Restrictions, which appear of record in the Pitt County Registry in Book 1169, Page 377, amended in Book 1301, Page 454 and as amended from time to time all as recorded in the Pitt County Register of Deeds, and,

WHEREAS, Declarant is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "**LANGSTON WEST, SECTION 4**", and is more particularly described:

Lying and being in the Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Lots **292, 293, 294, 294, 308, 309, 310 and 311** of LANGSTON FARMS, SECTION 4 as shown on that map recorded in Map Book **76**, Page **135** of the Pitt County Registry.

WHEREAS, pursuant to a paragraph entitled "Restrictions", Number 20, the Declarant elects to impress all of the lands hereinabove described to the identical Covenants, Conditions and Restrictions as contained in instrument recorded in Book 1169, Page 377 and Book 1301, Page 454 of the Pitt County Registry;

NOW THEREFORE, pursuant to a paragraph entitled "Restrictions", Number 20, the Declarant hereby impresses all of the lands above described with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book 1169, Page 1301 of the Pitt County Registry.

IN WITNESS WHEREOF, Declarant has executed this document and adopted the word "SEAL" appearing after its name by its designated manager(s), this the \_\_\_\_ day of April, 2013.

BILL CLARK HOMES OF GREENVILLE, LLC

*Lance Clark* (SEAL)  
Lance Clark, Manager

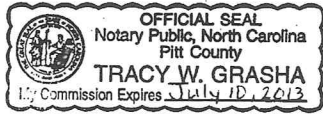
*Kathryn Smith* (SEAL)  
Manager / Kathryn Smith, Manager

STATE OF NORTH CAROLINA  
COUNTY OF PITT

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: Lance Clark and *Kathryn Smith*.

Witness my hand and Notarial Seal, this the 9<sup>th</sup> day of April, 2013.

(Affix Seal Here)



*Tracy W. Grasha*  
NOTARY PUBLIC  
Printed/Typed Name: Tracy W. Grasha  
My Commission Expires: July 10, 2013



Doc ID: 012177890002 Type: CRP  
Recorded: 01/09/2014 at 10:45:26 AM  
Fee Amt: \$26.00 Page 1 of 2  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS

3K **3187** PG**491-492**

Prepared by and File: HORNE & HORNE, PLLC

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by **BILL CLARK HOMES OF GREENVILLE, LLC**, a North Carolina limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the declarant is in the process of developing a residential subdivision in the City of Greenville, Pitt County, North Carolina, known as "**LANGSTON FARMS**"; and,

WHEREAS, as a part of such development program, Declarant has impressed the lots in said subdivision and the common property with certain Covenants, Conditions and Restrictions, which appear of record in the Pitt County Registry in Book 1169, Page 377, amended in Book 1301, Page 454 and as amended from time to time all as recorded in the Pitt County Register of Deeds, and,

WHEREAS, Declarant is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "**LANGSTON WEST, SECTION 5**", and is more particularly described:

Lying and being in the Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Lots **296, 297, 298, 299, 300, 312, 313, 314, 315, 316** and **338** of **LANGSTON FARMS, SECTION 5** as shown on that map recorded in Map Book 77, Page 84 of the Pitt County Registry.

WHEREAS, pursuant to a paragraph entitled "Restrictions", Number 20, the Declarant elects to impress all of the lands hereinabove described to the identical Covenants, Conditions and Restrictions as contained in instrument recorded in Book 1169, Page 377 and Book 1301, Page 454 of the Pitt County Registry;

NOW THEREFORE, pursuant to a paragraph entitled "Restrictions", Number 20, the Declarant hereby impresses all of the lands above described with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book 1169, Page 1301 of the Pitt County Registry.

IN WITNESS WHEREOF, Declarant has executed this document and adopted the word "SEAL" appearing after its name by its designated manager(s), this the 3<sup>rd</sup> day of January, 2014.

2



BILL CLARK HOMES OF GREENVILLE, LLC

[Signature] (SEAL)  
Lance Clark, Manager

[Signature] (SEAL)  
Kathryn Smith, Manager

STATE OF NORTH CAROLINA  
COUNTY OF PITT

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: Lance Clark and Kathryn Smith

Witness my hand and Notarial Seal, this the 3rd day of January, 2014.



[Signature]  
NOTARY PUBLIC  
Printed/Typed Name: Melinda C. Stephens  
My Commission Expires: April 2, 2018