

FILED
JUDY J. TART
REGISTER OF DEEDS
2004 OCT - 8 PM 3: 07
PITT COUNTY, N.C.

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Prepared by and Return to: *JLH*
Lanier & Taggart, PLLC
PO Box 1505
Greenville, NC 27858

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAURIE MEADOWS SUBDIVISION, PHASE 1**

THIS DECLARATION, made on the 8th day of October, 2004, by LNC Land Development, LLC, a North Carolina Limited Liability Company and Rick Stevens Builder, Ltd, a North Carolina Corporation, hereinafter collectively referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in or near Winterville Township, Pitt County, North Carolina, which is more particularly described as follows:

All of that certain tract of land known as Laurie Meadows Subdivision, Phase 1, as shown on Map of same drawn by H.C. Harris, Jr. Engineering & Surveying, P.A. and recorded in Map Book 602, Page 67 of the Pitt County Registry.

THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to Laurie Meadows Subdivision Homeowner's Association, Inc., its successors and assigns.

Section 2: "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 Properties; including contract sellers,

but excluding those having such interest merely as security for the performance of an obligation

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association

Section 4: "Common Area" shall mean all real property (including the improvements thereto) owned or used by the Association for the common use and enjoyment of the owners.

Section 5: "Lot" shall mean and refer to any numbered or lettered lot or plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area

Section 6: "Declarant" shall mean and refer to LNC Land Development, LLC and Rick Stevens Builder, Ltd, their successors and assigns.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1: Owners Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right of use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed Sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2: Declaration of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and not separated from ownership of any Lot which is subject to assessment.

Section 2: The Association shall have two classes of voting membership.

Class A. Class A membership shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for such Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as then determined, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarants and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, and in all events no later than January 1, 2006.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in the title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and

in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, if any, including but not limited to, open space maintenance, common lighting, landscape buffers, entrance sign areas, repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise. Individual lot owners shall be responsible for all maintenance to the interior and exterior of their individual homes and their lots.

Section 3: Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be, \$100.00 per lot, prorated for the remainder of said year. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be determined by the Board of Directors of the Association or by the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

Section 5: Notice and Quorum of Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice.

requirements, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment Except as provided for Class B members, both annual and special assessments must be fixed as a uniform rate for all Lots and may be collected on a monthly basis as determined by the Board of Directors of the Association

Section 7: Date of Commencement of Annual Assessments Due Dates The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first lot from Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner Subject thereto. The due dates shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance

Section 8: Effect of Nonpayment of Assessment Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape or deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot

Section 9: Subordination of the Lien to Mortgages The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for

any assessments thereafter becoming due or from the lien thereof.

Section 10: Exempt Property All property dedicated to and accepted by, a local authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or be permitted to remain on any Lot other than one detached single family dwelling not to exceed a basement plus two and one-half stories in height and a private attached or detached garage for the use only of the occupants of said dwelling. Any detached garage or outbuilding shall be of the same color scheme as the dwelling and shall not be larger than 50% of the square footage of the first floor of the dwelling on that Lot.

ARTICLE VI

No building, fencing, wall, or any other structure, hedging or mass planting shall be erected, placed, or altered on any Lot or Lots until a plot plan showing the location of such building has been approved in writing as to location of the building with respect to topography and finished ground elevation by an architectural committee (hereinafter called ARCHITECTURAL COMMITTEE) composed of at least two persons designated and appointed by Declarant or its assigns. In the event of death or resignation of any member and in the event that Declarant or its assigns do not appoint a successor within thirty days following such death or resignation, the remaining members of the ARCHITECTURAL COMMITTEE shall have full authority to designate a successor. A majority of the ARCHITECTURAL COMMITTEE may designate a representative to act for it. In the event said committee fails to approve or disapprove such location within thirty days after said plot plan has been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. In the event that a disapproved plot plan is executed or construction is commenced upon a Lot without a plot plan ever having been submitted to ARCHITECTURAL COMMITTEE and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee

nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the Lots described herein shall have the power through a duly recorded written instrument to change the membership of said committee or to withdraw from said committee or restore to the ARCHITECTURAL COMMITTEE any of its duties and powers. It is specifically declared that no skateboard, bicycle or similar ramp or structure shall be permitted to be erected or placed upon any lot. No chain link fences shall be permitted to be erected or placed upon any lot, however a lot owner may place a small chain link fenced animal pen on his or her lot, provided that it is placed within an approved fenced in area. All mailboxes and posts are to be primarily white in color. Any variation must be approved by the Architectural Committee prior to installation.

ARTICLE VII

No building shall be located on any Lot less than 25' from the front Lot line. No building shall be located less than 15' from any side Lot line. No building shall be located less than 20' from any rear Lot line. Declarant reserves the right to waive minor violations of the front and side setback line requirements set forth in this Article (Violations not in excess of 10% of the minimum requirements shall be deemed minor. Attention is called to front, side and rear setback provisions of City Zoning Ordinance prevailing which may be more or less restrictive than setback provisions of this article)

ARTICLE VIII

No residential structure which has an area of less than 1,500 square feet heated space, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any Lot. Notwithstanding the foregoing, a minimum of 30% of the residences so constructed shall not be less than 1,500 square feet heated space, a minimum of 30% of the residences so constructed shall not be less than 1,600 square feet heated space and a minimum of 40% of the residences so constructed shall not be less than 1,700 square feet heated space, exclusive of porches, breeze-ways, steps, and garages. A written statement indicating square footage of the structure shall be presented to the ARCHITECTURAL COMMITTEE prior to commencement of construction.

ARTICLE IX

No Lot or Lots shall be subdivided into parcel or parcels, unless it be bought or sold for the purpose of enlarging a Lot which shall then be improved with single family dwelling or which shall already have been improved with a single family dwelling; except, however Declarant does hereby reserve the right to use any Lot or Lots for the development of a public street

ARTICLE X

No Lot or Lots or part thereof shall be used as rights-of-way providing ingress or egress over, across, from, or into the property subject to this declaration to or from outside adjoining property without the written consent of Declarant

ARTICLE XI

No trade, commerce or other activity which may be considered a nuisance to the neighborhood shall be carried on upon any Lot. No trade materials or inventories may be stored upon any Lot and no tractor-trailer type trucks, house trailer (other than camping trailers) or mobile home may be stored or regularly parked on any Lot. Any car, truck, boat or recreational vehicle that is kept on the property must be operational. No junk or partially wrecked vehicles shall be parked on any street or kept on any lot. No sign or billboard of any kind shall be erected or allowed to remain on any Lot other than a "For Sale" or "For Rent" sign

ARTICLE XII

No structure of a temporary character, 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; provided, however, that the Declarant may grant permission for any such temporary structure for storage of materials during construction

ARTICLE XIII

No animals or poultry of any kind, other than a maximum limit of two (2) household pets shall be kept or maintained on any Lot subject to this declaration. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of debris shall be permitted.

ARTICLE XIV

Easements for installation and maintenance of utilities and drainage facilities are reserved measuring ten feet in width over side Lot lines and ten feet in width over rear Lot lines of each

building Lot. A sign easement has been reserved on Lots 1 and 33 as shown on the recorded subdivision map. Installation, landscaping and maintenance of improvements within the easements so reserved shall be the responsibility of the Association. Declarant reserves the right to waive provisions of this Article in whole or in part by special recorded instrument.

ARTICLE XV

Fuel tanks shall be installed underground or concealed in the basement of the dwelling or shall be put in the rear of any Lot and screened by plantings or screens walls or screen fences. Outdoor garbage cans on Lots shall be equipped with a suitable top and shall either be concealed in an underground receptacle or concealed with plantings or screens walls or screen fences

ARTICLE XVI

All electrical and telephone services from distribution system to residences shall be underground with the cost for such underground service being shared by Lot owner and utility company in conformity with existing utility company's policy, and no overhead wiring insofar as electrical, telephone, and other wire using utility services are concerned shall be permitted on any Lot

ARTICLE XVII

The Declarant may annex adjacent properties into Laurie Meadows Subdivision without approval from any other party. Upon annexation, any future lot owner of annexed properties shall be subject to the same covenants contained in this Declaration, including membership in the Association, the payment of Dues and Assessments and the like

ARTICLE XVIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the Lots described it herein, including those added by annexation is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning Lots described herein to prosecute any proceedings at law or in equity against the person or persons

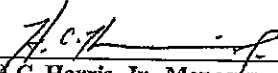
violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation. In the event that any lot owner shall fail to keep his lot in any manner described above, Declarant shall have the right, through its agents and employees, to enter upon said lot and clean, clear, repair or maintain the lot or the exterior of any building or any other improvement upon said lot. The cost of such improvement shall be considered a legal obligation of the lot owner for which Declarant may maintain an action in a court having jurisdiction, but shall not constitute a lien on said lot until a final judgement has been issued by the court and which shall be of record in the Pitt County Courthouse

ARTICLE XIX

Invalidation of any one of these covenants or any part thereof by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name, by its manager this the day and year first above written.

**LNC Land Development, LLC,
a North Carolina Limited Liability Company**

By: 
H.C. Harris, Jr., Manager

**Rick Stevens Builder, Ltd
a North Carolina Corporation**

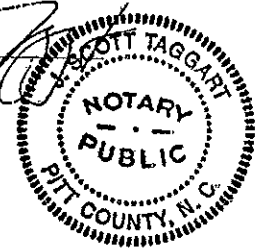
By: 
Rick O. Stevens, President

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the County and State aforesaid, certify that H.C. Harris, Jr., personally came before me this day and acknowledged that he is Manager of LNC Land Development, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company for the purposes therein expressed

Witness my hand and official seal this the 8th day of October, 2004.

[Signature]
Notary Public



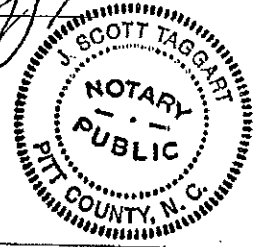
My commission expires: 12/11/2006

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the County and State aforesaid, certify that Rick O. Stevens, personally came before me this day and acknowledged that he is President of Rick Stevens Builder, Ltd, a North Carolina Corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company for the purposes therein expressed.

Witness my hand and official seal this the 8th day of October, 2004.

[Signature]
Notary Public



My commission expires: 12/11/2006

NORTH CAROLINA: Pitt County

The foregoing certificate(s) of J. Scott Taggart

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:07 o'clock

P.M. this 8 day of October, 2004.

JUDY J. IART, Register of Deeds

By: [Signature]
Assistant/Deputy Register of Deeds

Doc ID: 000049800002 Type: GRP
Recorded: 06/23/2005 at 01:40:44 PM
Fee Amt: \$17.00 Page 1 of 2
Pitt County, NC
Judy J. Tart Register of Deeds
BK 1932 PG 585-586

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Prepared by and Return to: ^{file} Lanier & Taggart, PLLC

NORTH CAROLINA

PITTY COUNTY

**FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF LAURIE MEADOWS SUBDIVISION, PHASE 1**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the owners of lots found within Laurie Meadows Subdivision, Phase 1 do hereby Amend that Declaration of Covenants, Conditions and Restrictions for Laurie Meadows Subdivision, Phase 1 recorded in Deed Book 1799, Page 690, Pitt County Registry, by **REPLACING IN WHOLE**, Article VII therein, with the following:

ARTICLE VII

No building shall be located on any Lot less than 25' from the front Lot line. No building shall be located less than 10' from any side Lot line. No building shall be located less than 20' from any rear Lot line. Declarant reserves the right to waive minor violations of the front and side set back line requirements set forth in this Article (Violations not in excess of 10% of the minimum requirements shall be deemed minor. Attention is called to front, side and rear setback provisions of City Zoning Ordinance prevailing which may be more or less restrictive than setback provisions of this article)

All other covenants shall remain in force and are unmodified by this amendment

IN WITNESS WHEREOF, the undersigned owners of all of the lots of Laurie Meadows Subdivision, Sections I, do hereby execute this instrument for the purposes therein expressed, this the 20th day of June, 2005.

LNC Land Development, LLC,
a North Carolina Limited Liability Company

By: H. C. Harris, Jr.
H.C. Harris, Jr., Manager

Rick Stevens Builder, Ltd
a North Carolina Corporation

By: Rick O. Stevens
Rick O. Stevens, President

STATE OF NORTH CAROLINA
COUNTY OF PITT

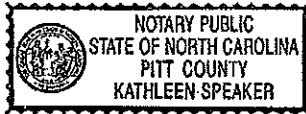
I, Kathleen Speaker a Notary Public of the County and State aforesaid, certify that H.C. Harris, Jr., personally came before me this day and acknowledged that he is Manager of LNC Land Development, LLC, a North Carolina Limited Liability Company, and further appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company for the purposes therein expressed

Witness my hand and official seal this the 20th day of June, 2005

Kathleen Speaker
Notary Public

My commission expires: 9-17-2006

STATE OF NORTH CAROLINA
COUNTY OF PITT

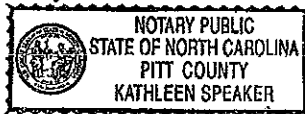


I, Kathleen Speaker a Notary Public of the County and State aforesaid, certify that Rick O. Stevens, personally came before me this day and acknowledged that he is President of Rick Stevens Builder, Ltd, a North Carolina Corporation, and further appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation for the purposes therein expressed.

Witness my hand and official seal this the 23rd day of June, 2005

Kathleen Speaker
Notary Public

My commission expires: 9-17-2006



NORTH CAROLINA: Pitt County

The foregoing certificate(s) of Kathleen Speaker

Notary(ies) Public is (are) certified to be correct. Filed for registration at — o'clock

— M. this 23 day of June, 2005.

JUDY J. IARI, Register of Deeds

Debra K. Sawyer
Assistant/Deputy Register of Deeds



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 Recorded: 10/02/2006 at 11:04:38 AM
 Fee Amt: \$17.00 Page 1 of 2
 Pitt County, NC
 Judy J. Tart Register of Deeds

BK 2198 PG 79-80

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Prepared by and Return to: Lanier & Taggart, PLLC *File*
 PO Box 1505
 Greenville, NC 27835

**ANNEXATION AGREEMENT AND AMENDMENT ADDING
 LAURIE MEADOWS SUBDIVISION, PHASE 2 TO THE DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 LAURIE MEADOWS SUBDIVISION, PHASE 1**

THIS ANNEXATION AGREEMENT AND AMENDMENT, made on the 26th day of September, 2006, by LNC Land Development, LLC, hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Laurie Meadows Subdivision is a single-family residential subdivision located in or near Winterville Township, Pitt County, North Carolina; and

WHEREAS, pursuant to Article XVII of the Declaration of Covenants, Conditions and Restrictions Laurie Meadows Subdivision, Phase 1, the same being recorded in Deed Book 1799, Page 690 as amended in Deed Book 1932, Page 585 of the Pitt County Registry, Declarant may annex adjacent properties into Laurie Meadows Subdivision; and

WHEREAS, Declarant is the owner of that certain tract of real property as shown on the plat entitled "Final Plat for Laurie Meadows Subdivision, Phase 2," prepared by H.C. Harris, Jr Engineering & Surveying, P A., containing Lots 34 through 64, which can be found of record in Map Book 66, at Page 75, Pitt County Registry (hereinafter referred to as the "Property"); and

WHEREAS, Declarant now desires to subject the Property to the Declaration of Covenants, Conditions and Restrictions Laurie Meadows Subdivision, Phase 1, the same being recorded in Deed Book 1799, Page 690 as amended in Deed Book 1932, Page 585 of the Pitt County Registry;

THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Declarant, pursuant to Article XVII of the Declaration of Covenants, Conditions and Restrictions Laurie Meadows Subdivision, Phase 1, the same being recorded in Deed Book 1799, Page 690 as amended in Deed Book 1932, Page 585 of the Pitt County Registry, hereby declares that the Property hereafter shall be held, sold and conveyed subject the easements, restrictions, covenants and conditions, including membership in Laurie Meadows Subdivision Homeowners Association, Inc, as found in the original Declaration and amendment referred to herein.

NOTWITHSTANDING THE FOREGOING, with regard to Section 2 only the following shall apply:

No residential structure which has an area of less than 1,500 square feet heated space

shall be erected or placed or permitted to remain on any of Lots 34 through 44, no residential structure which has an area of less than 1,600 square feet heated space shall be erected or placed or permitted to remain on any of Lots 45 through 47 and Lots 57 through 64 and no residential structure which has an area of less than 1,700 square feet heated space shall be erected or placed or permitted to remain on any of Lots 48 through 56. When measuring square feet, the calculation shall be exclusive of porches, breezeways, steps and garages. In addition, the front elevation of all residential structures of the lots in Phase 2 shall consist of a minimum of 75% brick veneer facade. A written statement indicating square footage of the structure and proposed facade shall be presented to the ARCHITECTURAL COMMITTEE prior to the commencement of construction.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its company name by its duly authorized Manager, on the day and year first above written

LNC Land Development, LLC
a North Carolina Limited Liability Company

By: Leon R. Hardee, Jr.
Leon R. Hardee, Jr., Manager

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the County and State aforesaid, certify that Leon R. Hardee, Jr., personally known to me, came before me this day and acknowledged that he is Manager of LNC Land Development, LLC, a North Carolina Limited Liability Company, and acknowledged that he voluntarily executed the foregoing instrument on behalf of the company for the purposes therein expressed

Witness my hand and official seal this the 20th day of September, 2006

Cassandra Holloman
Cassandra Holloman, Notary Public
My Commission Expires: 9-4-2007

