

PLANTER'S WALK SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made and entered into this the 24th day of November, 1986, by and between WESTMINSTER COMPANY, a corporation, party of the first part (hereinafter referred to as "Developer"); and PROSPECTIVE PURCHASERS of lots in PLANTER'S WALK SUBDIVISION, a residential subdivision located in Winterville Township, Pitt County, North Carolina, parties of the second part (hereinafter referred to as "Owners");

W I T N E S S E T H :

WHEREAS, Developer is the owner of all of that tract of real property located in Winterville Township, Pitt County, North Carolina, more particularly shown and delineated on those certain maps or plats entitled "Revised PLANTER'S WALK, PHASE I," recorded in Map Book 33, at Pages 91 and 91-A, in the office of the Register of Deeds of Pitt County, and "PLANTER'S WALK, PHASE II," recorded in Map Book 33, at Pages 95 through 95-C in the office of the Register of Deeds of Pitt County reference to said maps or plats being hereby specifically made; and,

WHEREAS, Developer proposes to sell and convey certain lots shown on the aforesaid plats to be used for residential purposes and to develop said lots, and additional property within the Development Area which may be acquired by Developer, into a well planned community; and,

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 and charges (hereinafter collectively referred to as "Restrictions") for the benefit of all of the residential lots in the subdivision in order to promote the best interests and protect the investments of Developer and Owners;

NOW, THEREFORE, as Developer hereby declares that all numbered lots, specifically excluding Lot 56 which shall not be

See Instrument recorded  
in Book 208 Page 693

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subject to this Declaration or these Restrictions, shown on the aforesaid plats entitled "Revised PLANTER'S WALK, PHASE I," recorded in Map Book 33, at Pages 91 and 91-A and "PLANTER'S WALK, PHASE II," recorded in Map Book 33, at Pages 95 through 95-C, in the office of the Register of Deeds of Pitt County, North Carolina, and any additional property within the Development Area as may by subsequent amendment be added to and subjected to this Declaration, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and to the following Restrictions. This Declaration and the Restrictions 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 subject to this Declaration.

ARTICLE 1

DEFINITIONS

As used herein,

A. "Articles" means the Articles of the Incorporation of Planter's Walk Owners Association, Inc.

B. "Corporation" means Planter's Walk Owners Association, Inc., a North Carolina non-profit corporation. The "Board of Directors" or "Board" shall be the elected body governing the Corporation and managing the affairs of the Corporation.

C. "By-laws" means the Bylaws of Planter's Walk Owners Association, Inc.

D. "Community Use Areas" means all real and personal property, together with those areas within dedicated portions of the Development Area and the Subdivision, which may be deeded to or acquired by the Corporation for the common enjoyment of the members of the Corporation.

E. "Community Expenses" means and includes actual and estimated expenses of maintaining and operating the Community Use Areas and operating the Corporation for general

purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Corporation. Community Expenses are more particularly described in Article 5.

F. "Dedication" means the act of committing a portion of the Development Area or the Subdivision to the purposes of this Declaration.

G. "Developer" means Westminster Company, a corporation, its successors or assigns or any legal entity acquiring ownership of portions of the Development Area heretofore not dedicated with the intent and for the purpose of further development.

H. "Development Area" shall mean property adjacent to or in the vicinity of the Subdivision which may be acquired by the Developer and incorporated into the Subdivision, including the property described in the deed recorded in Book 103, at Page 629 in the office of the Register of Deeds of Pitt County.

I. "Lot" means a separately numbered tract of land lying within the Subdivision or other dedicated portion of the Development Area and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed by the Developer and owned in fee by the Grantee thereof, and held for such uses as are consistent with this Declaration and the Restrictions covering the area wherein the tract is located. No tract of land shall become a "Lot" as that word is used herein until the area on which the same is located is "dedicated". The Owner of all of a numbered Lot may combine such numbered Lot, part or parts of another such numbered Lot and the aggregate shall be considered as one Lot for the purpose of these Restrictions.

J. "Subdivision" means Planter's Walk Phase I and Phase II and any additional property within the Development Area which has been dedicated pursuant to this Declaration.

ARTICLE 2

APPLICABILITY

This Declaration and these Restrictions shall apply to all subdivided numbered Lots shown on the aforesaid plats or maps, specifically excluding Lot Lot 56, which Lots are to be used for residential purposes only.

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ARTICLE 3

PLANTER'S WALK OWNERS ASSOCIATION, INC.

A. A Corporation named Planter's Walk Owners Association, Inc. has been or will be formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the Community Use Areas and facilities located upon the Community Use Areas; to enforce the restrictions contained herein; and, to make and enforce rules and regulations governing the Owners' use and occupation of Lots.

B. Each Owner of each Lot within the Subdivision shall be a member of the Corporation. 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 Corporation;

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

2. That each shall be subject to the rules and regulations of the Corporation with regard to ownership of a Lot; and

3. That any unpaid assessment, whether general or special, levied by the Corporation in accordance with this Declaration, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.

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

D. The Corporation shall have one class of members who shall be all Owners. Each member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such Persons shall be members and, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot.

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ARTICLE 4

MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Community Use Areas of the Subdivision shall be the sole right and responsibility of the Corporation. The management shall be carried out in accordance with the terms and conditions of these Restrictions, the Articles and the Bylaws of the Corporation, but may be delegated or contracted to managers or management services.

ARTICLE 5

COMMUNITY EXPENSES

The Community Expenses of the Subdivision include:

A. All amounts expended by the Corporation in operating, administering, managing, repairing, replacing, maintaining and improving the Community Use Areas of the Subdivision including, but not by way of limitation, the cost and expense of utility services provided to or for the benefit of the Community Use Areas; all amounts expended by the Corporation in insuring the Community Use Areas in the Subdivision; all amounts expended by the Corporation in legal, engineering, or architectural fees; all similar fees which may be incurred by the Corporation from time to time in performing the functions delegated to the Corporation by these Restrictions; and all amounts expended in any form by the Corporation in enforcing these Restrictions, the Articles or the Bylaws.

B. All amounts expended by the Corporation in carrying out any duty or discretion as may be required or allowed by these Restrictions, the Articles or the Bylaws.

C. All amounts declared to be Community Expenses in the Bylaws or in these Restrictions.

D. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Community Use Areas in the Subdivision.

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ARTICLE 6

## ANNUAL GENERAL ASSESSMENT

A. The Developer for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so-expressed in such deed) is deemed to covenant and agrees to pay to the Corporation annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions of Paragraph F. of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

B. Prior to January 1, 1988, there shall be no assessments of any type levied by the Corporation against any Lot or any Owner. Commencing January 1, 1988, the maximum annual general assessment shall be One Hundred and No/100 Dollars (\$100.00) per Lot.

1. From and after December 31, 1988, the maximum annual general assessment may be increased each year not more than fifteen percent (15%) above the assessment for the previous year without any vote of the membership.

2. From and after December 31, 1988, the maximum annual general assessment may be increased by an amount greater than fifteen percent (15%) of the assessment for the previous year provided the proposed increase is approved by a vote of two-thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

3. The Board of Directors may fix the annual general assessment at an amount not in excess of the maximum.

4. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.

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C. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph B.2. shall be sent to all members not less than thirty (30) days, nor 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 forty percent (40%) of all the 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 requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held ore than sixty (60) days following the preceding meeting.

D. The annual general assessments levied by the Corporation shall be used exclusively to improve, maintain and repair the Community Use Areas, to pay the expenses of the Corporation, to pay the cost of irrigating and lighting the Community Use Areas, to pay the cost of any insurance the Corporation determines to purchase, to promote the recreation, health, safety and welfare of the members, to pay taxes levied upon the Community Use Areas and for all purposes as set forth in Article 5 of this Declaration.

E. The Corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Corporation as to the status of assessments on a Lot is binding upon the Corporation as of the date of its issuance.

F. The lien of the assessments 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 foreclosure of a first mortgage or any proceeding in lieu therefor, 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.

#### ARTICLE 7

##### SPECIAL ASSESSMENTS

Special assessments may be levied against Lots for such reasons as are provided in this Declaration, the Articles or the Bylaws and on such terms as provided by the Board of

Directors or the members. Either the Board of Directors or the members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Community Expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific Lots. In the event the Owner of a Lot fails to comply with the provisions of Article 12 hereof, the Corporation may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot and such Lot as a special assessment.

ARTICLE 8

LIEN FOR ASSESSMENTS

Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys fees shall constitute a lien against the Lot upon which such assessment is levied. The Corporation may record notice of the same in the Office of the Clerk of Superior Court of Pitt County or file a suit to collect such delinquent assessments and charges. The Corporation may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE 9

COMPLIANCE WITH THIS DECLARATION, THE ARTICLES AND THE BYLAWS OF THE CORPORATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Corporation, the following relief shall be available:

- A. The Corporation, an aggrieved Lot Owner or Owners within the Subdivision on behalf of the Corporation, 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.

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B. The Corporation shall have the right to remedy the violation and assess the costs of remedying same against the offending Lot Owner as a special assessment.

C. If the violation is the nonpayment of any general or special assessment, the Corporation shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees and invitees of the Community Use Areas in the Subdivision for any period 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 Corporation or any person to enforce any restriction contained in these Restrictions, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

Prior to availing itself of the relief specified herein, the Corporation shall follow the hearing procedures as set forth in the Bylaws.

ARTICLE 10

EXCEPTIONS AND RESERVATIONS BY DEVELOPER

A. Developer shall have the right, at its election, without the consent of any Owner or Owners, to bring within the coverage and operation of this Declaration and these Restrictions additional properties within the Development Area as may be developed in the future. The addition of property authorized hereby shall be made by filing of record in the Office of the Register of Deeds of Pitt County, North Carolina, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or appropriate in the sole judgment of the Developer to reflect the different character, if any, of the added properties and as are not inconsistent with the plan, intent and spirit of this Declaration.

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B. Easements and rights of way over and upon each Lot for drainage and the installation and maintenance of utilities and services 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 or noted on the aforesaid recorded plats of the Subdivision, which plats are incorporated by reference and made a part hereof for a more particular description of such easements and rights of way. In addition to easements and rights of way shown and noted on the aforesaid recorded plats, easements for the installation and maintenance of utilities and drainage facilities are reserved over the front and rear ten (10) feet of each Lot and such easements five (5) feet in width are reserved along each sideline of each Lot. Further, an easement twenty (20) feet in width for the installation and maintenance of drainage facilities and sanitary sewer facilities is reserved along the common boundary line of Lot 49 and Lot 50, said common boundary line being the centerline said easement. Excepting landscaping and similar easements acquired by the Corporation and maintained by the Corporation, the easements and right of way areas reserved by Developer on each Lot pursuant hereto shall be maintained continuously by the owner 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. Improvements within such areas also shall be maintained by the respective owner except those for which the Corporation, a public authority or utility company is responsible. Sight, landscaping, and sign easements, reserved as more particularly shown and designated on the recorded maps of the subdivision or as noted thereon, are to be conveyed to the Corporation. No Owner of any Lot affected by said easements shall construct or permit any improvements within said easements.

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ARTICLE 11

ARCHITECTURAL STANDARDS AND  
ARCHITECTURAL STANDARDS COMMITTEE

The Board of Directors shall establish an Architectural Standards Committee (hereinafter referred to as the "Committee") which shall be composed of five (5) members. The Board of Directors shall have the right to appoint and remove, at any time and without cause, two (2) members. Developer shall have the right to appoint and remove three (3)

members of the Committee so long as Developer owns any Lots within the Subdivision or any property within the Development Area. At such time as Developer ceases to own any Lot within the Subdivision or other property within the Development Area, or upon notification by Developer to the Board of Directors that it does not desire to continue to appoint three (3) members of the Committee, all five (5) members shall be appointed or removed, at any time and without cause, by the Board of Directors.

A. No construction, which term shall include within its definition clearing, excavation, grading and other site work, shall take place except in strict compliance with this Article and until the requirements thereof have been fully met, and until the approval of the Committee has been obtained.

B. The Committee shall have exclusive jurisdiction over all original construction on any Lot and later changes or additions after initial approval thereof together with any modifications, additions or alterations subsequently to be constructed on any Lot or made to any improvements initially approved. The Committee shall prepare and, on behalf of the Board of Directors, shall promulgate architectural standards guidelines ("guidelines") and application and review procedures ("procedures"). The guidelines and procedures shall be those of the Corporation and the Committee shall have the sole and full authority to prepare and to amend the guidelines and procedures. The Committee shall make the guidelines and procedures available to owners, builders, contractors and developers who seek to engage in the development of or construction upon the Lots and who shall conduct their operations strictly in accordance therewith.

C. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions and the guidelines; if the design, color scheme or location upon the Lot or Lots of the proposed improvements are not in harmony with the general surroundings or adjacent structures; if the plans or specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or detail, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the real property subject to this Declaration or the owners thereof.

D. The Committee shall approve or disapprove plans, specifications and details submitted in accordance with its procedures within thirty (30) days from the receipt thereof and

the decisions of the Committee shall be final and not subject to appeal or review. Provided, however, that plans, specifications and details revised in accordance with Committee recommendations may be resubmitted for determination by the Committee. In the event that the Committee fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the Committee, approval, for the purposes of this Article, shall be deemed to have been given by the Committee.

E. The Committee, or its agent, shall have the right to inspect all construction to ensure that it is performed in strict accordance with the approved plans, specifications and details. Upon completion of the construction in accordance with the approved plans, specifications and details, the Committee shall issue a certificate of completion to the owner.

F. No construction of any major improvements may be commenced or continued upon any Lot by any person, builder, contractor, developer or legal entity (all collectively referred to as "contractor") unless and until said contractor obtains the prior written approval of the Committee. The Committee shall prepare and, on behalf of the Board of Directors, shall promulgate standards and application and review procedures pertaining to granting approved contractor status to contractors so applying. The standards and application and review procedures shall be those of the Corporation and the Committee shall have the sole and full authority to prepare and to amend the standards and application and review procedures. The Committee shall make the standards and application and review procedures available to owners, builders, contractors and developers who seek to engage in construction upon the Lots.

The Committee shall approve or disapprove applications submitted by contractors within thirty (30) days from the receipt of the application form and the decisions of the Committee shall be final. In the event that the Committee fails to approve or disapprove an application submitted by a contractor within thirty (30) days after submission of the same to the Committee, approval, for the purposes of this Article, shall be deemed to have been given by the Committee.

For purposes of this Article, "major improvements" shall be defined as the construction of any improvements, above ground or below ground, whereby the total cost of construction, materials, labor and other relevant costs shall be in excess of Ten Thousand and No/100 Dollars (\$10,000.00).

G. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his

residence or permitted pertinent structures, or to paint the interior of the same any color desired.

H. Neither Developer nor the Committee nor the Board of Directors or any architecture agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

I. The requirements of this Article shall not constitute a lien or encumbrance on any Lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof. The requirements of this Article shall not apply to the Developer with regard to original erection or construction of a dwelling or other improvements on a Lot.

ARTICLE 12

RESTRICTIONS ON USE AND OCCUPANCY

A. No Lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on less than a numbered Lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling, including a private enclosed garage with space for not more than three (3) automobiles and a second story for guests and/or servants quarters which garage shall not be rented separately for remuneration. Unenclosed carports, or similar storage structures, shall not be erected, placed or permitted to remain on any Lot.

The Developer may construct and maintain dwellings for use as model homes so long as the Developer owns any property within the Subdivision or within any Development Area dedicated pursuant to the provisions of this Declaration.

B. Dwelling Size.

1. Any one-story dwelling erected upon any Lot shall contain not less than 1200 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

2. Any one and one-half story dwelling erected upon any Lot shall contain not less than 1300 square feet,

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outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not less than 700 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

3. Any two-story/two and one-half story dwelling erected upon any Lot shall contain not less than 1300 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not less than 700 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

C. All dwellings and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or of concrete blocks. No "shell home," as the term is generally understood at this time in this area, shall be erected or allowed to remain on any of said Lots. The outside surface of beams, walls, and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said Lot. No metal storage shed or barn shall be located on any Lot. Any storage shed or barn shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot.

D. No building shall be erected or permitted to remain nearer to any street in said subdivision than the street setback lines as shown on the recorded plat of said subdivision. In the event the recorded plats of the subdivision fail to show or delineate a minimum building line for that portion of a lot adjacent to a street or road, the said minimum building line shall be twenty-five (25) feet. No building shall be erected or permitted to remain nearer than ten (10) feet to any sideline or nearer than fifteen (15) feet to the rear line of any Lot. It is provided, however, that eaves, steps, stoops and fireplace chaises shall not be considered a part of the building for the purposes of interpreting this paragraph of this Declaration. An error in the placement of structures in an amount less than ten percent (10%) of the setback requirement in questions shall not be a violation of this Declaration or of the provisions of the recorded plat.

An owner of a Lot and a portion or all of an adjoining and contiguous Lot or Lots may construct a dwelling and/or other

structures permitted hereunder upon and across the dividing line of such adjoining and contiguous Lots, all such structures to comply with the minimum building setback lines from the actual boundary lines of the subject owner's property, and thereafter such combinations of Lots or portions thereof shall be treated for all purposes under these Restrictions as a single lot.

E. No mobile home, trailer, camper, tent, or temporary house, temporary garage or other temporary outbuilding shall be placed or erected on any Lot, provided, however, that the Committee may grant permission for temporary structures for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a residence.

F. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.

G. No stripped, partially wrecked, or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any Lot. All motor vehicles of any type kept on any Lot shall have current registration and inspection certificates.

H. No vehicle of any type shall be parked on any street in the subdivision. No truck nor other vehicle in excess of a one-ton load capacity nor any mobile home, trailer, camper, similar vehicle or boat shall be parked or kept overnight or longer, on any Lot, in such a manner as to be visible to the occupants of other Lots or the users of any street or recreation area.

I. No mail or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located upon any Lot except such receptacle of standard design as shall have been approved by the Committee.

J. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets in a reasonable number may be kept provided they are not kept, bred or maintained for any commercial purpose, and provided, further, that such pets do not constitute a danger or nuisance to other Lot owners or to the neighborhood.

K. No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall

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be kept only in sanitary containers. All incinerators, containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition.

L. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any Lot. No trailer, mobile home, camper or like recreational vehicle shall be permitted to remain upon any Lot unless it is located so as not to be visible from any street or road within the subdivision.

M. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

N. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept providing they are not kept, bred, or maintained for commercial purposes.

O. The Developer reserves the right to subject the real property in this subdivision to a contract with Greenville Utilities Commission for the installation of electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Greenville Utilities Commission by the Owner of each Lot.

P. The construction, style, design and location of fences shall require approval of the Committee as provided in Article 11 hereof but no fence shall be erected along the front line of any Lot nor along the side line of any Lot that adjoins a street except a split-rail, wooden fence of not more than two (2) horizontal rails. No fence of chain link type construction or in excess of four feet in height shall be approved by the Committee, except that the Committee, in its sole discretion, may approve fences of chain link construction and up to six feet in height for the purpose of confining pets provided same does not extend more than twenty-five (25) feet in any direction and are constructed within the minimum building setback lines.



ARTICLE 13

WAIVER

No provision contained in these Restrictions, the Articles or the Bylaws, shall be deemed to have been waived, abandoned, abrogated by reason of failure to enforce them on the part of any Person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

ARTICLE 14

VARIANCES

The Board of Directors in its discretion may allow reasonable variances and adjustments of these Restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document to create a Subdivision of Lots owned in fee by various Persons with each such Owner having an easement upon areas owned by the Corporation.

To be effective, a variance hereunder shall be recorded in the Pitt County Register of Deeds Office; shall be executed on behalf of the Corporation; and shall refer specifically to this Declaration.

ARTICLE 15

DURATION, AMENDMENT AND TERMINATION

A. 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 alter any obligation to pay Community Expenses to benefit the Community Use Areas, as herein provided, affect any lien for the payment of same or after any rights reserved herein by Developer. To be effective any amendment must be recorded in the office of the Register of Deeds of Pitt County, North Carolina and a marginal entry of same must be signified on the face of this document.

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B. Invalidation of any one of these covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE 16

CAPTIONS

The captions preceding the various Articles of these Restrictions are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these Restrictions. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE 17

ASSIGNABILITY OF RIGHTS AND LIABILITIES

Developer shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, Developer in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any manner.

ARTICLE 18

LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by an Owners' association with each Owner entitled to and burdened with the rights and easements equivalent to those of other Owners.

IN TESTIMONY WHEREOF, Westminster Company, a corporation, has caused this instrument to be executed in its corporate

WARD AND SMITH, P. A., ATTORNEYS AT LAW

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name by its Senior Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the day and year first above written.

WESTMINSTER COMPANY

By: Joseph F. Thomas  
Senior Vice President

ATTEST:

Donna G. Williams  
Assistant Secretary  
STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

WARD AND SMITH, P.A. ATTY. AT LAW

I, Patricia J. Jackson, a Notary Public in and for said County and State, do hereby certify that on the 24th day of November, 1986, before me personally appeared Donna G. Williams with whom I am personally acquainted, who, being by me duly sworn, says that he is Senior Vice President and that Donna G. Williams is Assistant Secretary of WESTMINSTER COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said Senior Vice President; that the said Senior Vice President and Assistant Secretary subscribed their names thereto and the said common seal was affixed, all by order of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 24th day of November, 1986.

Patricia J. Jackson  
Notary Public

My Commission expires:  
8/17/90

STATE OF NORTH CAROLINA  
COUNTY OF PITT

The foregoing certificate of Patricia Jackson a  
Notary Public of Onslow County, North Carolina, is  
certified to be correct. This instrument was presented for  
registration this day and hour and duly recorded in the office  
of the Register of Deeds of Pitt County, North Carolina, in  
Book \_\_\_\_\_, Page \_\_\_\_\_.

This 25 day of November, 1986, at 2:28  
o'clock P.M.

Elvira J. Alfred  
Pitt Co. Register of Deeds

WARD AND SMITH, P.A., ATTORNEYS AT LAW

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