

See Declaration in Book W-49 Page 677

BOOK Y 48 PAGE 687

See Instrument recorded
In Book #54 Page 453

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MULTI-FAMILY INVESTMENT CORPORATION, hereinafter referred to as "Declarant".

W I T N E S S E T H :

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

BEGINNING at a point in the center line of S.R. 1704 at the W. B. McLawhorn corner and which point is further identified as being nearly opposite the intersection of Barnes Street with S.R. 1704, and from said beginning point running North 57-41-25 East and along the McLawhorn line, 546.56 feet to a stake; thence South 32-23-37 East, 676.00 feet to a stake; thence South 57-36-23 West, 100.00 feet to a stake; thence North 32-23-37 West, 73.00 feet to a stake; thence South 57-36-23 West, 90.00 feet to a stake; thence South 12-36-23 West, 103.23 feet to a stake; thence South 57-36-23 West, 123.00 feet to a stake in the westerly line of Quail Ridge Drive; thence North 32-23-37 West and along the westerly line of Quail Ridge Drive, 169.26 feet; thence South 57-36-23 West, 77.25 feet to a stake; thence South 84-32-00 West, 267.55 feet to a point in the center line of S.R. 1704; thence along the center line of S.R. 1704 the following courses and distances: North 2-28-00 West, 27.48 feet, North 06-26-00 West, 100.00 feet, North 9-19-00 West, 100.00 feet, North 12-42-00 West, 100.00 feet, North 16-22-00 West, 89.99 feet, more or less, to the point of BEGINNING, containing 8.36 acres by actual survey made by Triangle Engineering and Surveying, Inc. dated June 4, 1979, and recorded in Map Book 28, at Page 187, of the Pitt County Registry, reference to which is hereby directed.

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NOW, 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 QUAIL RIDGE HOMEOWNERS ASSOCIATION OF GREENVILLE, 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 by the Association for the common use and enjoyment of the owners. The Common Area to be reserved to the Association at the time of the conveyance of the first lot is described as follows:

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BEGINNING at a point in the center line of S.R. 1704 at the W. B. McLawhorn corner and which point is further identified as being nearly opposite the intersection of Barnes Street with S.R. 1704, and from said beginning point running North 57-41-25 East and along the McLawhorn line, 546.56 feet to a stake; thence South 32-23-37 East, 676.00 feet to a stake; thence South 57-36-23 West, 100.00 feet to a stake; thence North 32-23-37 West, 73.00 feet to a stake; thence South 57-36-23 West, 90.00 feet to a stake; thence South 12-36-23 West, 103.23 feet to a stake; thence South 57-36-23 West, 123.00 feet to a stake in the westerly line of Quail Ridge Drive; thence North 32-23-37 West and along the westerly line of Quail Ridge Drive, 169.26 feet; thence South 57-36-23 West, 77.25 feet to a stake; thence South 84-32-00 West, 267.55 feet to a point in the center line of S.R. 1704; thence along the center line of S.R. 1704 the following courses and distances: North 2-28-00 West, 27.48 feet, North 06-26-00 West, 100.00 feet, North 9-19-00 West, 100.00 feet, North 12-42-00 West, 100.00 feet, North 16-22-00 West, 89.99 feet, more or less, to the point of BEGINNING, containing 8.36 acres by actual survey made by Triangle Engineering and Surveying, Inc. dated June 4, 1979, and recorded in Map Book 28, at Page 187, of the Pitt County Registry, reference to which is hereby directed.

THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lots No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, and 71.

ALSO EXCEPTED IS ALL OF QUAIL RIDGE DRIVE, as shown on the aforesaid map which drive has a width of sixty (60) feet, and THERE IS FURTHER EXCEPTED any portion thereof lying within the right-of-way of S.R. 1704.

All of the foregoing excepted portions are shown on map made by Triangle Engineering and Surveying, Inc., dated June 4, 1979, entitled: "Quail Ridge - Section 1", which map duly appears of record in Map Book 28, at Page 187, of the Pitt County Registry, reference to which is hereby made for more detailed and accurate description.

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Section 5: "Lot" shall mean and refer to any 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 MULTI-FAMILY INVESTMENT CORPORATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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

ARTICLE II

PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) 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 60 days for any infraction of its published rules and regulations;

(c) 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.

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(d) the right of individual owners to the exclusive use of parking spaces as provided in this article.

Section 2: Delegation 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.

Section 3: Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking spaces for each dwelling.

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 may not be 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 Declarant, 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.

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Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned, and notwithstanding any other provisions herein, shall be assessed at a rate of not more than twenty-five (25) per cent of the Class A membership rate. 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 July 1, 1989.

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 therefor, 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 title unless expressly assumed by them.

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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 exterior maintenance of homes situated upon Townhouse Lots or for the use and enjoyment of the Common Area, including but not limited to, the cost of 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 payment of charges for common television antenna service to Townhouse Lots, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

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, (\$480.00) per lot, prorated for the remainder of said year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) from the preceding month of July.

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for the next succeeding two (2) years may be increased above that established by the Consumer Price Index formula by a vote of the members, and for each succeeding period of two (2) years thereafter, provided that any such change 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 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. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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

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, including fixtures and personal property related thereto, 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.

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Section 5: Notice and Quorum for 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 or 4 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 sixty (60%) per cent 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 requirements, 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 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 at a uniform rate for all Lots and may be collected on a monthly basis.

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 Common Area. 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 established by the Board of Directors. The Association shall, upon demand, and for a

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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 six (6 %) per cent 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 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 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 public 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.

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ARTICLE VPARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared the the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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Section 5: Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and binding on the parties.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1: Types of Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Townhouse Lot which is subject to assessment hereunder, as follows: Paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

Section 2: Costs Subject to Assessments. In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, or tenants, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are

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defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement, or repairs, shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VII.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. For the purpose of this Article, storm windows and a storm door on the rear entrance may be placed and maintained on townhouses without need for approval of the architectural committee; but a storm door placed and maintained at the entrance, or front door, to a townhouse must be approved by the architectural committee in accordance with the provisions of this Article.

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ARTICLE VIII

USE RESTRICTIONS

Section 1: Land Use and Building Type. No Lot shall be used except for residential purposes.

Section 2: Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3: Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

Section 4: Outside Antennas. No outside radio or television antennas shall be erected on any Townhouse unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

ARTICLE IX

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

All Lots and Common Areas shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach, including, but not limited to, such items as

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overhanging eaves, stoops, chimneys, bay windows, gutters and downspouts, misaligned common walls foundation footings and walls. Declarant shall have a reasonable construction easement across the Common Area for the purpose of constructing improvements on the lots.

ARTICLE X

GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of 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 ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) per cent of the Lot Owners. Any amendment must be recorded.

Section 4: Annexation. Except as provided in Section 5 (b) in this Article, additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class members.

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Section 5: FHA/VA Approval

(a) As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

(b) Additional land within the area described in Deed Book P-47, Page 374, and Deed Book D-46, Page 776, of the land records of Pitt County, North Carolina, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument.

IN WITNESS WHEREOF, MULTI-FAMILY INVESTMENT CORPORATION, the Declarant, has caused this instrument to be executed in its name by its duly authorized officers, this the 28 day of April, 1980.



[Signature]
Secretary

MULTI-FAMILY INVESTMENT CORPORATION
BY: *[Signature]*
President

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NORTH CAROLINA

PITT COUNTY

I, Hazel F. Moss, a Notary Public in and
 for the aforesaid County and State, do hereby certify that W. H. Clark
 personally appeared before me this day
 and acknowledged that he is Secretary of MULTI-FAMILY INVESTMENT
 CORPORATION, a corporation, and that by authority duly given by
 its Board of Directors and as an act of the corporation, the
 foregoing instrument was signed in its name by its President,
Leroy T. Cherrry, sealed with its corporate seal,
 and attested by himself as its Secretary.



WITNESS my hand and Notarial Seal, this the 28th day of
 April, 1980.

Hazel F. Moss
 Notary Public

My Commission expires: Jan. 30, 1985

NORTH CAROLINA: PITT COUNTY Hazel F. Moss N. P. of Pitt Co. NC.
 The foregoing certificate of Hazel F. Moss is certified to be correct.
 Filed for registration at 4:07 o'clock P M this 30th day of April 1980.

ELVIRA T. ALLRED, Register of Deeds

By Elvira T. Allred

OWEN S. DUNN CO. 22227

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MULTI-FAMILY INVESTMENT CORPORATION, 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 Townhouse Subdivision in or near the City of Greenville, Pitt County, North Carolina, known as "Quail Ridge"; and,

WHEREAS, as a part of such development program Declarant has impressed the units in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of April 28, 1980, which appear of record in Book Y-48, Page 687, et seq.; and,

WHEREAS, Declarant is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "Quail Ridge - Section II", and are more particularly described:

BEGINNING at a point in the center line of Fourteenth Street Extended (also known as State Road No. 1704) at a point just north of Bell's Branch and which point is further identified as being the northwest corner of the C. L. Barnes property, and running thence along the center line of Fourteenth Street Extended North 02-27-00 East, 175.03 feet, North 01-35-00 East, 100 feet, and North 02-28-00 West, 72.52 feet; thence leaving Fourteenth Street Extended and running North 84-32-00 East, 267.55 feet to an iron stake; thence North 57-36-23 East, 77.25 feet to a point in the westerly line of Quail Ridge Drive; thence along the westerly line of Quail Ridge Drive South 32-23-37 East, 250.26 feet to a concrete monument; thence South 72-50 00 West, 233.00 feet to a stake; thence South 57-04-54 West, 114.34 feet to an iron stake; thence South 02-27-00 West, 63.00 feet to an iron stake in the northerly line of the C. L. Barnes property; thence South 89-29-35 West and along the northerly line of the C. L. Barnes property, 156.29 feet to the point of BEGINNING. Containing 2.732 acres by actual survey, and being shown on map appearing of record in Map Book 29, Page 20, of the Pitt County Registry, reference to which is hereby directed.

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Declaration of Covenants, Conditions
and Restrictions - Page 2

All of the above described lands are a part of the lands described in Deed of record in Book P-47, Page 374, of the land records of Pitt County, North Carolina; and,

WHEREAS, the "Common Lands" in "Quail Ridge - Section II" are described as follows:

BEGINNING at a point in the center line of Fourteenth Street Extended (also known as State Road No. 1704) at a point just north of Bell's Branch and which point is further identified as being the northwest corner of the C. L. Barnes property, and running thence along the center line of Fourteenth Street Extended North 02-27-00 East, 175.03 feet, North 01-35-00 East, 100 feet, and North 02-28-00 West, 72.52 feet; thence leaving Fourteenth Street Extended and running North 84-32-00 East, 267.55 feet to an iron stake; thence North 57-36-23 East, 77.25 feet to a point in the westerly line of Quail Ridge Drive; thence along the westerly line of Quail Ridge Drive South 32-23-37 East, 250.26 feet to a concrete monument; thence South 72-50-00 West, 233.00 feet to a stake; thence South 57-04-54 West, 114.34 feet to an iron stake; thence South 02-27-00 West, 63.00 feet to an iron stake in the northerly line of the C. L. Barnes property; thence South 89-29-35 West and along the northerly line of the C. L. Barnes property, 156.29 feet to the point of BEGINNING. Containing 2.732 acres by actual survey, and being shown on map appearing of record in Map Book 29, Page 20, of the Pitt County Registry, reference to which is hereby directed.

THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lots No. 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, and 50.

ALSO EXCEPTED IS ALL OF QUAIL RIDGE DRIVE as shown on the aforesaid map which drive has a width of sixty (60) feet, and

THERE IS FURTHER EXCEPTED any portion thereof lying within the right-of-way of S.R. 1704.

ALL OF THE FOREGOING EXCEPTED PORTIONS are shown on map made by Triangle Engineering and Surveying, Inc., dated August 18, 1980, entitled: "Quail Ridge - Section 2", which map duly appears of record in Map Book 29, at Page 20, of the Pitt County Registry, reference to which is hereby made for more detailed and accurate description.

The aforesaid property is subject to all easements, set-back lines and restrictions as shown on the recorded map above referred to.

Declaration of Covenants, Conditions and Restrictions - Page 3


WHEREAS, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry;

NOW, THEREFORE, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry, specifically including Articles I through X, inclusive, except for the description of common lands, which common lands are set out herein, but made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book Y-48, Page 687, et seq. of the Pitt County Registry.

IN WITNESS WHEREOF, MULTI-FAMILY INVESTMENT CORPORATION has caused this instrument to be executed in its name by its duly authorized officers, and its corporate seal affixed hereto, all by authority duly given, this the 9th day of April, 1980.

MULTI-FAMILY INVESTMENT CORPORATION

By: Jack H. Beane
President

 [Signature]
Secretary

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Declaration of Covenants, Conditions and Restrictions - Page 4

NORTH CAROLINA

PITT COUNTY

I, Dicki C. Sweetney, a Notary Public in and for the aforesaid County and State, do hereby certify that W. A. Clark personally appeared before me this day and acknowledged that he is his Secretary of MULTI-FAMILY INVESTMENT CORPORATION, a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its President his Quay A. Brown, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 9th day of April, 1981.

Dicki C. Sweetney
Notary Public

My commission expires: 8-1-81

NORTH CAROLINA - PITT COUNTY

The foregoing certificate of Dicki C. Sweetney, a Notary Public of Pitt County, North Carolina, is certified to be correct.

Filed for registration at 4:45 o'clock P.M., this the 10th day of April, 1981.

Elvira T. Allred, Register of Deeds

By: Elvira T. Allred

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BILL CLARK CONSTRUCTION CO., INC., 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 Townhouse Subdivision in or near the City of Greenville, Pitt County, North Carolina, known as "Quail Ridge"; and

WHEREAS, as a part of such development program DECLARANT has impressed the units in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of April 28, 1980, which appear of record in Book Y-48, Page 687, et seq.; and

WHEREAS, DECLARANT is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "Quail Ridge - Section 3," and are more particularly described:

Beginning at the point of intersection of the eastern right of way line of Quail Ridge Road with the run of Bell's Branch; and from said beginning point runs as the eastern right of way line of Quail Ridge Road N 32-23-57 W, 402.53 feet to an iron stake on the right of way line; thence leaves the road and runs N 57-36-23 E, 63.00 feet to an iron stake; thence N 12-36-23 E, 103.32 feet to an iron stake; thence N 57-36-23 E, 90.00 feet to an iron stake; thence S 32-23-37 E, 73.00 feet to an iron stake; thence N 57-36-23 E, 100.00 feet to an iron stake in the McLawhorn property line; thence as the McLawhorn line S 32-23-37 E, 529.52 feet to a concrete monument at Bell's Branch; thence S 82-53-28 W, 145.52 feet to a point in the branch; thence S 76-59-00 W, 188.00 feet to a point in the branch; thence S 65-51 W, 17.24 feet to the beginning and being a 3.65 acre tract which is known as Quail Ridge Sec. 3, a map of which is recorded in Map Book 29, Page 52 of the Pitt County Registry.

All of the above described lands are a part of the lands described in Deed of record in Book M-49, Page 340, of the land records of Pitt County, North Carolina; and

WHEREAS, the "Common Lands" in "Quail Ridge - Section 3" are described as follows:

Beginning at the point of intersection of the eastern right of way line of Quail Ridge Road with the run of Bell's Branch; and from said beginning point runs as the eastern right of way line of Quail Ridge Road N 32-23-57 W, 402.53 feet to an iron stake on the right of way line; thence leaves the road and runs N 57-36-23 E, 63.00 feet to an iron stake; thence N 12-36-23 E, 103.32 feet to an iron stake; thence N 57-36-23 E, 90.00 feet to an iron stake; thence S 32-23-37 E, 73.00 feet to an iron stake; thence N 57-36-23 E, 100.00 feet to an iron stake in the McLawhorn property line; thence as the McLawhorn line S 32-23-37 E, 529.52 feet to a concrete monument at Bell's Branch; thence S 82-53-28 W, 145.52 feet to a point in the branch; thence S 76-59-00 W, 188.00 feet to a point in the branch; thence S 65-51 W, 17.24 feet to the beginning and being a 3.65 acre tract which is known as Quail Ridge Sec. 3, a map of which is recorded in Map Book 29, Page 52 of the Pitt County Registry.

THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lots NO. 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121 (All Section 3).

ALSO EXCEPTED IS ALL OF QUAIL RIDGE ROAD as shown on the aforesaid map which drive has a width of sixty (60) feet and

ALL OF THE FOREGOING EXCEPTED PORTIONS are shown on map made by Triangle Engineering and Surveying, Inc., dated November 13, 1980, entitled: "Quail Ridge - Section 3", which map duly appears of record in Map Book 29, at Page 52 of the Pitt County Registry, reference to which is hereby made for more detailed and accurate description.

The aforesaid property is subject to all easements, set-back lines and restrictions as shown on the recorded map above referred to.

WHEREAS, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry;

NOW, THEREFORE, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry, specifically including Articles I through X, inclusive, except for the description of common lands, which common lands are set out herein, but made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book Y-48, Page 687, et seq. of the Pitt County Registry.

IN WITNESS WHEREOF, BILL CLARK CONSTRUCTION CO., INC. has caused this instrument to be executed in its name by its duly authorized officers, and its corporate seal affixed hereto, all by authority duly given, this the 14th day of December, 1981.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
President



ATTEST:
[Signature]
Secretary

NORTH CAROLINA

PITT COUNTY

I, D. Arlene Stancill, a Notary Public in and for the aforesaid County and State do hereby certify that Judy H. Brown personally appeared before me this day and acknowledged that he is _____ Secretary of BILL CLARK CONSTRUCTION CO., INC., a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself as its _____ Secretary.

WITNESS my hand and Notarial Seal, this the 14th day of December

[Signature]
Notary Public



NORTH CAROLINA: Pitt County
The foregoing certificate of D. Arlene Stancill N. P. of Pitt Co NC
is certified to be correct.
Filed for registration at 11:01 o'clock AM this 31st day of December 1981.

ELVIRA T. ALLRED, Register of Deeds

By [Signature]

OWEN S. DUNN CO. 23000

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HILL CLARK CONSTRUCTION CO., INC., 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 Townhouse Subdivision in or near the City of Greenville, Pitt County, North Carolina, known as "Quail Ridge"; and

WHEREAS, as a part of such development program DECLARANT has impressed the units in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of April 28, 1980, which appear of record in Book Y-48, Page 687, et seq.; and

WHEREAS, DECLARANT is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "Quail Ridge - Section 4," and are more particularly described:

BEGINNING at the point of intersection of the western right of way line of Quail Ridge Road with the run of Bell's Branch; and from said beginning point runs S 65-51 W, 50.57 feet to a point in the branch; thence N 89-29 W, 96.14 feet to a point in the branch; thence S 34-42 W, 61.37 feet to a point in the branch; thence N 65-42 W, 66.32 feet to a point in the branch; thence S 85-00 W, 216.82 feet to a concrete monument at Bell's Branch in C. L. Barnes property line, running thence with C. L. Barnes line N 02-32-16 E, 125.01 feet to a concrete monument, thence S 89-29-35 W, 35.97 feet to an iron stake; thence leaving C. L. Barnes line and running N 02-27 E, 63.00 feet to an iron stake; thence N 57-04-54 E, 114.34 feet to an iron stake; thence N 72-50 E, 233.00 feet to an iron stake on the western right of way line of Quail Ridge Road; running thence as the western right of way line S 32-23-37 E, 303.83 feet to the beginning and being a 2.34 acre tract which is known as Quail Ridge Sec. 4, a map of which is recorded in Map Book 29, Page 53 of the Pitt County Registry.

All of the above described lands are a part of the lands described in Deed of record in Book M-49, Page 340, of the land records of Pitt County, North Carolina; and

WHEREAS, the "Common Lands" in "Quail Ridge - Section 4" are described as follows:

BOOK T 51 PAGE 144

BEGINNING at the point of intersection of the western right of way line of Quail Ridge Road with the run of Bell's Branch; and from said beginning point runs S 65-51 W, 50.57 feet to a point in the branch; thence N 89-29 W, 96.14 feet to a point in the branch; thence S 34-42 W, 61.37 feet to a point in the branch; thence N 65-42 W, 66.32 feet to a point in the branch; thence S 85-00 W, 216.82 feet to a concrete monument at Bell's Branch in C. L. Barnes property line, running thence with C. L. Barnes line N 02-32-16 E, 125.01 feet to a concrete monument, thence S 89-29-35 W, 35.97 feet to an iron stake; thence leaving C. L. Barnes line and running N 02-27 E, 63.00 feet to an iron stake; thence N 57-04-54 E, 114.34 feet to an iron stake; thence N 72-50 E, 233.00 feet to an iron stake on the western right of way line of Quail Ridge Road; running thence as the western right of way line S 32-23-37 E, 303.83 feet to the beginning and being a 2.34 acre tract which is known as Quail Ridge Sec. 4, a map of which is recorded in Map Book 29, Page 53 of the Pitt County Registry.

THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lots NO. 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84 and 86 (All Section 4).

ALSO EXCEPTED IS ALL OF QUAIL RIDGE ROAD as shown on the aforesaid map which drive has a width of sixty (60) feet.

THERE IS FURTHER EXCEPTED any portion thereof lying within the right-of-way of S.R. 1704.

ALL OF THE FOREGOING EXCEPTED PORTIONS are shown on map made by Triangle Engineering and Surveying, Inc., dated November 11, 1980, entitled: "Quail Ridge - Section 4", which map duly appears of record in Map Book 29, at Page 53 of the Pitt County Registry, reference to which is hereby made for more detailed and accurate description.

The aforesaid property is subject to all easements, set-back lines and restrictions as shown on the recorded map above referred to.

WHEREAS, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry;

NOW, THEREFORE, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry, specifically including Articles I through X, inclusive, except for the description of common lands, which common lands are set out herein, but made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book Y-48, Page 687, et seq. of the Pitt County Registry.

IN WITNESS WHEREOF, BILL CLARK CONSTRUCTION CO., INC. has caused this instrument to be executed in its name by its duly authorized officers, and its corporate seal affixed hereto, all by authority duly given, this the 26th day of April, 1983.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
President



[Signature]
Secretary

NORTH CAROLINA

PITT COUNTY

I, D. Arlene Stancill, a Notary Public in and for the aforesaid County and State do hereby certify that Judy H. Brown personally appeared before me this day and acknowledged that he is Secretary of BILL CLARK CONSTRUCTION CO., INC., a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 26 day of April

[Signature]
Notary Public



Commission Expires: 3-29-88

NORTH CAROLINA: PITT COUNTY
The foregoing certificate of D. Arlene Stancill N. P. of Pitt Co., NC
is certified to be correct.
Filed for registration at 2:50 o'clock P M this 26th day of April, 1983

ELVIRA T. ALLRED, Register of Deeds

By: [Signature]

OWEN S. DUNN CO. 20000

BOOK 52 PAGE 818

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BILL CLARK CONSTRUCTION CO., INC., 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 Townhouse Subdivision in or near the City of Greenville, Pitt County, North Carolina, known as "Quail Ridge"; and

WHEREAS, as a part of such development program DECLARANT has impressed the units in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of April 28, 1980, which appear of record in Book Y-48, Page 687, et seq.; and

WHEREAS, DECLARANT is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "Quail Ridge - Section 5," and are more particularly described:

Beginning at an iron stake located in the eastern right-of-way line of Quail Ridge Road over Bell's Branch, said point being the southwestern property corner of Quail Ridge, Section 3, as recorded in Map Book 29, Page 52; thence from said point of beginning with the eastern right-of-way line of Quail Ridge Road S 32-23-37 E a distance of 16.63 feet to an iron stake located at the point of curvature of the eastern right-of-way line of Quail Ridge Road to the left; thence with said curved right-of-way line of Quail Ridge Road an arc distance of 149.41 feet, said arc having a radius of 170.00 feet; a central angle of 50-21-23 and a chord length of 144.647 feet to an iron stake located at the point of tangency; thence continuing with the right-of-way of Quail Ridge Road S 82-45-00 E a distance of 21.91 feet to an iron stake; thence across the end of Quail Ridge Road S 07-15-00 W a distance of 60.00 feet to an iron stake; thence leaving Quail Ridge Road S 05-42-39 East a distance of 334.46 feet to an iron stake; thence S 84-17-21 W a distance of 135.00 feet to an iron stake; thence N 05-42-39 W a distance of 235.40 feet to an iron stake; thence S 69-30-00 W a distance of 279.00 feet to an iron stake; thence N 87-30-00 W a distance of 42.04 feet to a concrete monument located in the eastern property line of the Unity Free Will Baptist Church, Inc. property as recorded in Deed Book R-50, page 209; thence with the eastern property line of said church property N 02-30-00 E a distance of 220.00 feet to a concrete monument; thence continuing N 02-30-00 E a distance of 64.00 feet to a point located in Bell's Branch; said point being the northeastern property corner of said church property and also being located in the southern property line of Quail Ridge, Section 4 as recorded in Map Book 29, page 53; thence with the southern property line of Quail Ridge, Section 4 and with Bell's Branch S 65-42-00 E a

distance of 41.39 feet to a point; thence N 34-42-00 E a distance of 61.37 feet to a point; thence S 89-29-00 E a distance of 96.14 feet to a point; thence N 65-51-00 E a distance of 111.20 feet crossing Quail Ridge Road to the point of beginning; containing 3.164 acres and being Quail Ridge, Section 5 as recorded in Map Book 31, page 76 of the Pitt County Registry.

All of the above described lands are a part of the lands described in Deed of record in Book H-51, Page 655, of the land records of Pitt County, North Carolina; and

WHEREAS, the "Common Lands" in "Quail Ridge - Section 5" are described as follows:

Beginning at an iron stake located in the eastern right-of-way line of Quail Ridge Road over Bell's Branch, said point being the southwestern property corner of Quail Ridge, Section 3, as recorded in Map Book 29, Page 52; thence from said point of beginning with the eastern right-of-way line of Quail Ridge Road S 32-23-37 E a distance of 16.63 feet to an iron stake located at the point of curvature of the eastern right-of-way line of Quail Ridge Road to the left; thence with said curved right-of-way line of Quail Ridge Road an arc distance of 149.41 feet, said arc having a radius of 170.00 feet; a central angle of 50-21-23 and a chord length of 144.647 feet to an iron stake located at the point of tangency; thence continuing with the right-of-way of Quail Ridge Road S 82-45-00 E a distance of 21.91 feet to an iron stake; thence across the end of Quail Ridge Road S 07-15-00 W a distance of 60.00 feet to an iron stake; thence leaving Quail Ridge Road S 05-42-39 East a distance of 334.46 feet to an iron stake; thence S 84-17-21 W a distance of 135.00 feet to an iron stake; thence N 05-42-39 W a distance of 235.40 feet to an iron stake; thence S 69-30-00 W a distance of 279.00 feet to an iron stake; thence N 87-30-00 W a distance of 42.04 feet to a concrete monument located in the eastern property line of the Unity Free Will Baptist Church, Inc. property as recorded in Deed Book R-50, page 209; thence with the eastern property line of said church property N 02-30-00 E a distance of 220.00 feet to a concrete monument; thence continuing N 02-30-00 E a distance of 64.00 feet to a point located in Bell's Branch; said point being the northeastern property corner of said church property and also being located in the southern property line of Quail Ridge, Section 4 as recorded in Map Book 29, page 53; thence with the southern property line of Quail Ridge, Section 4 and with Bell's Branch S 65-42-00 E a distance of 41.39 feet to a point; thence N 34-42-00 E a distance of 61.37 feet to a point; thence S 89-29-00 E a distance of 96.14 feet to a point; thence N 65-51-00 E a distance of 111.20 feet crossing Quail Ridge Road to the point of beginning; containing 3.164 acres and being Quail Ridge, Section 5 as recorded in Map Book 31, page 76 of the Pitt County Registry.

THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lots NO. 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136 (All Section 5).

ALSO EXCEPTED IS ALL OF QUAIL RIDGE ROAD as shown on the aforesaid map which drive has a width of sixty (60) feet and

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ALL OF THE FOREGOING EXCEPTED PORTIONS are shown on map made by Triangle Engineering and Surveying, Inc., dated January 31, 1983, entitled: "Quail Ridge - Section 5", which map duly appears of record in Map Book 31, at Page 76 of the Pitt County Registry, reference to which is hereby made for more detailed and accurate description.

The aforesaid property is subject to all easements, set-back lines and restrictions as shown on the recorded map above referred to.

WHEREAS, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry;

NOW, THEREFORE, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry, specifically including Articles I through X, inclusive, except for the description of common lands, which common lands are set out herein, but made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book Y-48, Page 687, et seq. of the Pitt County Registry.

IN WITNESS WHEREOF, BILL CLARK CONSTRUCTION CO., INC. has caused this instrument to be executed in its name by its duly authorized officers, and its corporate seal affixed hereto, all by authority duly given, this the 16th day of January, 1984.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
President

ATTEST:
[Signature]
Secretary

NORTH CAROLINA

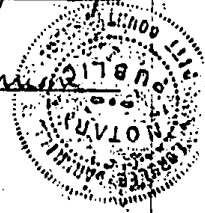
PITT COUNTY

I, Louella Bumbill Harrison, a Notary Public in and for the aforesaid County and State do hereby certify that Judy H. Brown personally appeared before me this day and acknowledged that she is Secretary of BIJJ. CLARK CONSTRUCTION CO., INC., a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 16th day of January,

1983.
1984.

Louella Bumbill Harrison
Notary Public



My Commission Expires: 2-16-88

NORTH CAROLINA - PITT COUNTY

The foregoing certificate of Louella Bumbill, a Notary Public of Pitt County, North Carolina, is certified to be correct. Filed for registration at 3:10 o'clock P.M., this the 17th day of January, 1983. 1984.

Elvira T. Allred, Register of Deeds

BY: Elvira T. Allred

PREPARED BY: MALCOLM J. HOWARD

BOOK N 53 PAGE 320

DECLARATIONOF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BILL CLARK CONSTRUCTION CO., INC., 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 Townhouse Subdivisor in or near the City of Greenville, Pitt County, North Carolina, known as "Quail Ridge"; and

WHEREAS, as a part of such development program DECLARANT has impressed the units in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of April 28, 1980, which appear of record in Book Y-48, Page 687, et seq.; and

WHEREAS, DECLARANT is enlarging said subdivisor by the addition of adjacent lands, which lands will be identified as "Quail Ridge - Section 6," and are more particularly described:

Beginning at an iron pipe at the southwestern corner of Quail Ridge Subdivisor, Section 3, said point also being where Bell's Branch intersects the eastern right-of-way line of Quail Ridge Road; thence with Bell's Branch N 65-51-00 E a distance of 17.24 feet to a point; thence continuing with Bell's Branch N 76-59-00 E a distance of 188.00 feet to a point; thence continuing with Bell's Branch N 82-53-28 E a distance of 145.52 feet to a point located at the southeastern corner of Quail Ridge, Section 3; thence continuing with Bell's Branch S 73-53-46 E a distance of 11.00 feet to a point; thence leaving Bell's Branch S 07-15-00 W a distance of 242.85 feet to a point located in the southern right-of-way line of Quail Ridge Road; thence S 82-45-00 E a distance of 68.65 feet to an iron pipe, said line being an eastward projection of the southern right-of-way line of Quail Ridge Road; thence S 07-15-00 W a distance of 75.02 feet to an iron pipe; thence S 40-25-00 E a distance of 36.87 feet to an iron pipe; thence S 05-42-39 E a distance of 140.00 feet to a concrete monument; thence S 84-17-21 W a distance of 246.00 feet to a concrete monument located in the eastern property line of Quail Ridge Subdivisor, Section 5; thence with the line of Quail Ridge Subdivisor, Section 5 N 05-42-39 W a distance of 299.07 feet to an iron pipe located in the southern right-of-way line of Quail Ridge Road; thence crossing Quail Ridge Road and with the line of Quail Ridge, Section 5 N 07-15-00 E a distance of 60.00 feet to an iron pipe located in the northern right-of-way line of Quail Ridge Road; thence with the northern right-of-way line of Quail Ridge Road N 82-45-00 W a distance of 21.91 feet to an iron pipe located at the point of curvature of the curve of the northern right-of-way of Quail Ridge Road; thence with the northern right-of-way of Quail Ridge Road an arc distance of 149.140, said arc being to the right and having a radius of 170.00 feet, a central angle of 50° 21' 23", a tangent of 79.916 feet and a chord length of 144.647 feet to an iron pipe; thence continuing with the right-of-way of Quail Ridge Road N 32-23-37 W a distance of 16.63 feet to the point of beginning, containing 2.7556 acres and being Quail Ridge, Section 6 as recorded in Map Book 31, Page 266 of the Pitt County Registry.

All of the above described lands are a part of the lands described in Deeds of record in Book H-51, Page 655 and Book H-50, Page 306 of the land records of Pitt County, North Carolina; and

WHEREAS, the "Common Lands" in "Quail Ridge - Section 6" are described as follows:

Beginning at an iron pipe at the southwestern corner of Quail Ridge Subdivisor, Section 3, said point also being where Bell's Branch intersects the eastern right-of-way line of Quail Ridge Road; thence with Bell's Branch N 65-51-00 E a distance of 17.24 feet to a point; thence continuing with Bell's Branch N 76-59-00 E a distance of 188.00 feet to a point; thence continuing with Bell's Branch N 82-53-28 E a distance of 145.52 feet to a point located at the southeastern corner of Quail Ridge, Section 3; thence continuing with Bell's Branch S 73-53-46 E a distance of 11.00 feet to a point; thence leaving Bell's Branch S 07-15-00 W a distance of 242.85 feet to a point located in the southern right-of-way line of Quail Ridge Road; thence S 82-45-00 E a distance of 68.65 feet to an iron pipe, said line being an eastward projection of the southern right-of-way line of Quail Ridge Road; thence S 07-15-00 W a distance of 75.02 feet to an iron pipe; thence S 40-25-00 E a distance of 36.87 feet to an iron pipe; thence S 05-42-39 E a distance of 140.00 feet to a concrete monument; thence S 84-17-21 W a distance of 246.00 feet to a concrete monument located in the eastern property line of Quail Ridge Subdivisor, Section 5; thence with the line of Quail Ridge Subdivisor, Section 5 N 05-42-39 W a distance of 299.07 feet to an iron pipe located in the southern right-of-way line of Quail Ridge Road; thence crossing Quail Ridge Road and with the line of Quail Ridge, Section 5 N 07-15-00 E a distance of 60.00 feet to an iron pipe located in the northern right-of-way line of Quail Ridge Road; thence with the northern right-of-way line of Quail Ridge Road N 82-45-00 W a distance of 21.91 feet to an iron pipe located at the point of curvature of the curve of the northern right-of-way of Quail Ridge Road; thence with the northern right-of-way of Quail Ridge Road an arc distance of 149.140, said arc being to the right and having a radius of 170.00 feet, a central angle of 50° 21' 23", a tangent of 79.916 feet and a chord length of 144.647 feet to an iron pipe; thence continuing with the right-of-way of Quail Ridge Road N 32-23-37 W a distance of 16.63 feet to the point of beginning, containing 2.7556 acres and being Quail Ridge, Section 6 as recorded in Map Book 31, Page 266 of the Pitt County Registry.

THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lot Nos. 123, 125, 127, 129, 131, 133, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, and 162. (All Section 6).

ALSO EXCEPTED IS ALL OF QUAIL RIDGE ROAD as shown on the aforesaid map which drive has a width of sixty (60) feet.

ALL OF THE FOREGOING EXCEPTED PORTIONS are shown on map made by Stroud Land Surveying, Co., dated November 28, 1983, entitled: "Quail Ridge - Section 6", which map duly appears of record in Map Book 31, at Page 266 of the Pitt County Registry, reference to which is hereby made for more detailed and accurate description.

The aforesaid property is subject to all easements, set-back lines and restrictions as shown on the recorded map above referred to.

BOOK N53 PAGE 322

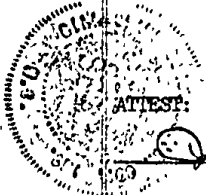
WHEREAS, pursuant to Article X, Section 5 (b), the DECLARANT elects to impress all of the lands hereirabove described to the identical Coverants, Conditions and Restrictions as contained in instrument recorded in Book Y-48, Page 687, of the Pitt County Registry;

NOW, THEREFORE, pursuant to Article X, Section 5 (b), the DECLARANT hereby impresses all of the lands above described with the identical coverants and provisions as contained in the aforesaid Declaration of Coverants, Conditions and Restrictions recorded in Book Y-48, Page 687, of the Pitt County Registry, specifically including Articles I through X, inclusive, except for the description of common lands, which common lands are set out herein, but made subject to the same Coverants, Conditions and Restrictions for the "Common Lards", as set out in Book Y-48, Page 687, et seq. of the Pitt County Registry.

IN WITNESS WHEREOF, BILL CLARK CONSTRUCTION CO., INC. has caused this instrument to be executed in its name by its duly authorized officers, and its corporate seal affixed hereto, all by authority duly given, this the _____ day of _____, 1984.

BILL CLARK CONSTRUCTION CO., INC.

BY: W.A. Clark
President



ATTEST:
Audrey W. Brown
Secretary

NORTH CAROLINA

PITT COUNTY

I, Lorelle Barnhill Harrison, a Notary Public in and for the aforesaid County and State do hereby certify that Audrey W. Brown personally appeared before me this day and acknowledged that she is _____ Secretary of BILL CLARK CONSTRUCTION CO., INC., a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself as its _____ Secretary.

WITNESS my hand and Notarial Seal, this the 23rd day of September 1984.

Lorelle Barnhill Harrison
Notary Public

My Commission Expires: 2-16-89

NORTH CAROLINA - PITT COUNTY

The foregoing certificate of Lorelle Barnhill Harrison, a Notary Public of Pitt County, North Carolina, is certified to be correct. Filed for registration at 3:23 o'clock P.M., this the 19 day of September 1984.

Elvira T. Allred, Register of Deeds

BY: Annie H. Hoeder, asst.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

QUAIL RIDGE, SECTION 7

THIS DECLARATION, made on the date hereinafter set forth by HILL CLARK CONSTRUCTION CO., INC., 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 Townhouse Subdivision in or near the City of Greenville, Pitt County, North Carolina, known as "Quail Ridge"; and

WHEREAS, as a part of such development program DECLARANT has impressed the units in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of April 28, 1980, which appear of record in Book Y-48, Page 687, et seq.; and

WHEREAS, DECLARANT is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "Quail Ridge - Section 7," and are more particularly described:

That parcel of land lying and being in Winterville Township, Pitt County, North Carolina; bound on the north by Bell's Branch, on the east by Brook Valley Subdivision, on the south by undeveloped Quail Ridge property, and on the west by the present corporate limit line. Lying outside the corporate limit of Greenville, North Carolina and Beginning at an iron pipe located in the present City of Greenville city limit line on the south side of Quail Ridge Road; thence with the present city limit and across Quail Ridge Road North 07° 15' 00" East a distance of 60.00' to an iron pipe located in the northern right-of-way line of Quail Ridge Road; thence continuing with the present city limit line, North 07° 15' 00" East a distance of 182.85 feet to a point located in Bell's Branch; thence leaving the present city limit line and with the centerline of Bell's Branch the following seventeen courses and distances: South 46° 17' 16" East a distance of 46.03 feet, North 84° 30' 06" East a distance of 43.17 feet, South 60° 18' 15" East a distance of 26.93 feet, South 82° 06' 21" East a distance of 55.00 feet, North 46° 33' 20" East a distance of 12.81 feet, South 60° 18' 16" East a distance of 26.93 feet, North 84° 24' 14" East a distance of 25.72 feet, South 39° 28' 49" East a distance of 35.76 feet, South 75° 24' 31" East a distance of 45.52 feet, North 61° 29' 33" East a distance of 17.46 feet, South 86° 47' 59" East a distance of 14.23 feet, North 40° 46' 19" East a distance of 58.44 feet, South 77° 58' 27" East a distance of 20.25 feet, North 69° 07' 14" East a distance of 23.00 feet, North 80° 07' 27" East a distance of 36.67 feet, North 42° 55' 01" East a distance of 83.51 feet, and North 64° 56' 32" East a distance of 21.95 feet to a point; thence leaving Bell's Branch and with the western property line of a 50 foot strip of property in which was added to the lots in Brook Valley South 05° 27' 30" East a distance of 593.51 feet to a concrete monument; thence leaving the western line of the addition to Brook Valley, and with the division line between Sections 7 and 8 of Quail Ridge South 84° 32' 30" West a distance of 265.00 feet to a concrete monument; thence continuing with said division line North 60° 40' 54" West a distance of 27.24 feet to an iron

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pipe located in the eastern right-of-way of Quail Ridge Road; thence continuing North $60^{\circ} 40' 54''$ West a distance of 60.00 feet across Quail Ridge Road to an iron pipe; thence as the right-of-way of Quail Ridge Road an arc distance of 363.808 feet to an iron pipe, said arc being in a northwesterly direction and having a radius of 186.00 feet, a central angle of $112^{\circ} 04' 06''$ and a chord bearing North $26^{\circ} 42' 57''$ West a distance of 308.525 feet; thence continuing with the right-of-way of Quail Ridge Road North $82^{\circ} 45' 00''$ West a distance of 41.85 feet to an iron pipe located at the corner of the present city limit line; thence continuing with the right-of-way line of Quail Ridge Road and with the present city limit line North $82^{\circ} 45' 00''$ West a distance of 68.65 feet to the point of beginning, containing 4.9619 acres and including the 60 foot right-of-way of Quail Ridge Road and being Quail Ridge, Section 7 as recorded in Map Book 32, Page 274 of the Pitt County Registry.

All of the above described lands are a part of the lands described in Deed of record in Book H-51, Page 655, and Book H-50, Page 306 of the land records of Pitt County, North Carolina; and

WHEREAS, the "Common Lands" in "Quail Ridge - Section 7" are described as follows:

That parcel of land lying and being in Winterville Township, Pitt County, North Carolina; bound on the north by Bell's Branch, on the east by Brook Valley Subdivision, on the south by undeveloped Quail Ridge property, and on the west by the present corporate limit line. Lying outside the corporate limit of Greenville, North Carolina and Beginning at an iron pipe located in the present City of Greenville city limit line on the south side of Quail Ridge Road; thence with the present city limit and across Quail Ridge Road North $07^{\circ} 15' 00''$ East a distance of 60.00' to an iron pipe located in the northern right-of-way line of Quail Ridge Road; thence continuing with the present city limit line, North $07^{\circ} 15' 00''$ East a distance of 182.85 feet to a point located in Bell's Branch; thence leaving the present city limit line and with the centerline of Bell's Branch the following seventeen courses and distances: South $46^{\circ} 17' 16''$ East a distance of 46.03 feet, North $84^{\circ} 30' 06''$ East a distance of 43.17 feet, South $60^{\circ} 18' 15''$ East a distance of 26.93 feet, South $82^{\circ} 06' 21''$ East a distance of 55.00 feet, North $46^{\circ} 33' 20''$ East a distance of 12.81 feet, South $60^{\circ} 18' 16''$ East a distance of 26.93 feet, North $84^{\circ} 24' 14''$ East a distance of 25.72 feet, South $39^{\circ} 28' 49''$ East a distance of 35.76 feet, South $75^{\circ} 24' 31''$ East a distance of 45.52 feet, North $61^{\circ} 29' 33''$ East a distance of 17.46 feet, South $86^{\circ} 47' 59''$ East a distance of 14.23 feet, North $40^{\circ} 46' 19''$ East a distance of 58.44 feet, South $77^{\circ} 58' 27''$ East a distance of 20.25 feet, North $69^{\circ} 07' 14''$ East a distance of 23.00 feet, North $80^{\circ} 07' 27''$ East a distance of 36.67 feet, North $42^{\circ} 55' 01''$ East a distance of 83.51 feet, and North $64^{\circ} 56' 32''$ East a distance of 21.95 feet to a point; thence leaving Bell's Branch and with the western property line of a 50 foot strip of property in which was added to the lots in Brook Valley South $05^{\circ} 27' 30''$ East a distance of 593.51 feet to a concrete monument; thence leaving the western line of the addition to Brook Valley, and with the division line between Sections 7 and 8 of Quail Ridge South $84^{\circ} 32' 30''$ West a distance of 265.00 feet to a concrete monument; thence continuing with said division line North $60^{\circ} 40' 54''$ West a distance of 27.24 feet to an iron pipe located in the eastern right-of-way of Quail Ridge Road; thence continuing North $60^{\circ} 40' 54''$ West a distance of 60.00 feet across Quail Ridge Road to an iron pipe; thence

as the right-of-way of Quail Ridge Road an arc distance of 363.808 feet to an iron pipe, said arc being in a northwesterly direction and having a radius of 186.00 feet, a central angle of 112° 04' 06" and a chord bearing North 26° 42' 57" West a distance of 308.525 feet; thence continuing with the right-of-way of Quail Ridge Road North 82° 45' 00" West a distance of 41.85 feet to an iron pipe located at the corner of the present city limit line; thence continuing with the right-of-way line of Quail Ridge Road and with the present city limit line North 82° 45' 00" West a distance of 68.65 feet to the point of beginning, containing 4.9619 acres and including the 60 foot right-of-way of Quail Ridge Road and being Quail Ridge, Section 7 as recorded in Map Book 32, Page 274 of the Pitt County Registry.

THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lot Nos. 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197. (All Section 7.)

ALSO EXCEPTED IS ALL OF QUAIL RIDGE ROAD as shown on the aforesaid map which drive has a width of sixty (60) feet.

ALL OF THE FOREGOING EXCEPTED PORTIONS are shown on map made by Stroud Land Surveying Co. dated July 30, 1985, entitled: "Quail Ridge - Section 7", which map duly appears of record in Map Book 32, at Page 274 of the Pitt County Registry, reference to which is hereby made for more detailed and accurate description.

The aforesaid property is subject to all easements, setback lines and restrictions as shown on the recorded map above referred to.

WHEREAS, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry;

NOW, THEREFORE, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry, specifically including Articles I through X, inclusive, except for the description of common lands, which common lands are set out herein, but made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book Y-48, Page 687, et seq. of the Pitt County Registry.

IN WITNESS WHEREOF, BILL CLARK CONSTRUCTION CO., INC. has caused this instrument to be executed in its name by its duly authorized officers, and its corporate seal affixed hereto, all by authority duly given, this the 10th day of September, 1985.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
President

BOOK W 54 PAGE 456

ATTEST:



Judy H. Brown
Secretary

NORTH CAROLINA

PITT COUNTY

I, J. Linda Sanders, a Notary Public in and for the aforesaid County and State do hereby certify that Judy H. Brown personally appeared before me this day and acknowledged that she is _____ Secretary of BILL CLARK CONSTRUCTION CO., INC., a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by herself as its _____ Secretary.

WITNESS my hand and Notarial Seal, this the 10th day of September 1985.

10-11-89

J. Linda Sanders
Notary Public

My Commission Expires: 10/27



NORTH CAROLINA

PITT COUNTY

The foregoing certificate of J. Linda Sanders, a Notary Public of Pitt County, North Carolina, is certified to be correct.

Filed for registration at 3:43 o'clock P.M., this the 10 day of September, 1985.

Elvira T. Allred, Register of Deeds

BY: Elvira T. Allred

BOOK

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

QUAIL RIDGE, SECTION 8

THIS DECLARATION, made on the date hereinafter set forth by HILL CLARK CONSTRUCTION CO., INC., 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 Townhouse Subdivision in or near the City of Greenville, Pitt County, North Carolina, known as "Quail Ridge"; and

WHEREAS, as a part of such development program DECLARANT has impressed the units in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of April 28, 1980, which appear of record in Book Y-48, Page 687, et seq.; and

WHEREAS, DECLARANT is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "Quail Ridge - Section 8," and are more particularly described:

That lot or parcel of land lying and being in Winterville Township, Pitt County, North Carolina, and being Section 8 of Quail Ridge, containing a total acreage of 3.07 acres and BEGINNING at a concrete control corner in the southeast corner of Quail Ridge, Section 7, said corner also being located in the western boundary line of the James W. Smith property as recorded in Deed Book N-48, Page 70 of the Pitt County Registry, running thence with the Smith line South 05-27-30 East 255.00 feet to the Edwards heirs property; running thence with the Edwards heirs property South 84-17-21 West 323.00 feet; running thence North 05-27-30 West 110.00 feet; thence North 51-39-45 West 107.46 feet to the southern edge of Quail Ridge Road; running thence North 12-07-38 West 85.66 feet to the northern edge of Quail Ridge Road; thence leaving Quail Ridge Road North 05-42-39 West 93.98 feet; running thence South 84-17-21 West 109.00 feet; running thence North 05-42-39 West 140.00 feet; running thence North 40-25 West 36.87 feet; running thence North 07-15-00 East 75.02 feet to a point on Quail Ridge Road; running thence with Quail Ridge Road South 82-45 East 41.85 feet, continuing thence with the curve of Quail Ridge Road a course and distance computed as follows (R = 186-00 feet, Delta = 112°-04'-06", L = 363.808 feet, T = 276.111 feet, C = 308.525 feet) to a point on the circle of Quail Ridge Road, running thence South 60-40-54 East 87.24 feet to a concrete control corner; running thence North 84-32-30 East 265.00 feet to the point of beginning.

All of the above described lands are a part of the lands described in Deed of record in Book H-51, Page 655 and Book H-50, Page 306 of the land records of Pitt County, North Carolina; and

WHEREAS, the "Common Lands" in "Quail Ridge - Section 8" are described as follows:

That lot or parcel of land lying and being in Winterville Township, Pitt County, North Carolina, and being Section 8 of Quail Ridge, containing a total acreage of 3.07 acres and BEGINNING at a concrete control corner in the southeast corner of Quail Ridge, Section 7, said corner also being located in the western boundary line of the James W. Smith property as recorded in Deed Book N-48, Page 70 of the Pitt County Registry, running thence with the Smith line South 05-27-30 East 255.00 feet to the Edwards heirs property; running thence with the Edwards heirs property South 84-17-21 West 323.00 feet; running thence North 05-27-30 West 110.00 feet; thence North 51-39-45 West 107.46 feet to the southern edge of Quail Ridge Road; running thence North 12-07-38 West 85.66 feet to the northern edge of Quail Ridge Road; thence leaving Quail Ridge Road North 05-42-39 West 93.98 feet; running thence South 84-17-21 West 109.00 feet; running thence North 05-42-39 West 140.00 feet; running thence North 40-25 West 36.87 feet; running thence North 07-15-00 East 75.02 feet to a point on Quail Ridge Road; running thence with Quail Ridge Road South 82-45 East 41.85 feet, continuing thence with the curve of Quail Ridge Road a course and distance computed as follows (R = 186.00 feet, Delta = 112°-04'-06", L = 363.808 feet, T = 276.111 feet, C = 308.525 feet) to a point on the circle of Quail Ridge Road, running thence South 60-40-54 East 87.24 feet to a concrete control corner; running thence North 84-32-30 East 265.00 feet to the point of beginning.

THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lot Nos. 164, 166, 168, 170, 172, 174, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233. (All Section 8.)

ALSO EXCEPTED IS ALL OF QUAIL RIDGE ROAD as shown on the aforesaid map, which drive has a width of sixty (60) feet.

ALL OF THE FOREGOING EXCEPTED PORTIONS are shown on map made by Stroud Land Surveying Co. dated July 21, 1982 entitled: "Quail Ridge - Section 8", which map duly appears of record in Map Book 34, Page 2 of the Pitt County Registry, reference to which is hereby made for more detailed and accurate description.

The aforesaid property is subject to all easements, setback lines and restrictions as shown on the recorded map above referred to.

WHEREAS, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry;

NOW, THEREFORE, pursuant to Article X, Section 5 (b), 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 Y-48, Page 687, of the Pitt County Registry, specifically including Articles I through X, inclusive, except for the description of common lands, which common lands are set out herein, but made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book Y-48, Page 687, et seq. of the Pitt County Registry.

BOOK

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IN WITNESS WHEREOF, BILL CLARK CONSTRUCTION CO., INC. has caused this instrument to be executed in its name by its duly authorized officers, and its corporate seal affixed hereto, all by authority duly given, this the 23rd day of September, 1986.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
President



[Signature]
Secretary

NORTH CAROLINA
PITT COUNTY

I, Patricia A. Sugg, a Notary Public in and for the aforesaid County and State do hereby certify that Judy H. Brown personally appeared before me this day and acknowledged that she is Secretary of BILL CLARK CONSTRUCTION CO., INC., a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by [Signature] as its _____ Secretary.

WITNESS my hand and Notarial Seal, this the 23rd day of September, 1986.



Patricia A. Sugg
Notary Public

My Commission Expires: 9-4-91

NORTH CAROLINA
PITT COUNTY

The foregoing certificate of Patricia A. Sugg, a Notary Public of Pitt County, North Carolina, is certified to be correct.

Filed for registration at 2:47 o'clock P.M., this the 23 day of September, 1986.

Elvira T. Allred, Register of Deeds

BY: Annie G. Holder Asst.

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

QUAIL RIDGE, SECTION 9

THIS DECLARATION, made on the date hereinafter set forth by BILL CLARK CONSTRUCTION CO., INC., 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 Townhouse Subdivision in or near the City of Greenville, Pitt County, North Carolina, known as "Quail Ridge"; and

WHEREAS, as a part of such development program DECLARANT has impressed the units in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of April 28, 1980, which appear of record in Book Y-48, Page 687, et seq.; and

WHEREAS, DECLARANT is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "Quail Ridge - Section 9", and are more particularly described:

Lying in Winterville Township, Pitt County, North Carolina, and beginning at a stake in the northern line of the Raymond W. Edwards property, said stake being located as follows: BEGINNING at a concrete monument in the eastern right-of-way of NCSR 1704, said monument being located at the southwest corner of the Unity Free Will Baptist Church Property and running thence along the southern line of the Unity Free Will Baptist Church property North 84-17-21 East 404.14 feet to a concrete monument in the southeast corner of the church property; running thence North 84-17-21 East 361.02 feet to the point of BEGINNING; and running thence from said point of beginning North 05-42-39 West 264.09 feet to the southern right-of-way of Quail Ridge Road; and running thence along the southern right-of-way of Quail Ridge Road to a point in the eastern boundary line of the Unity Free Will Baptist Church property and with the curvature of said road in the following manner: South 68-38-40 West 124.34 feet (chord) to an iron pipe; thence South 57-00-00 West 119.88 feet to an iron pipe; thence with the curve of the road wherein $R = 227.73$ feet, $D = 27^{\circ} 17' 21''$, $L = 108.46$ feet, $T = 55.28$ feet, and $C = 107.44$ feet to an iron pipe; thence South 84-17-21 West 8.66 feet to a point in the Unity Free Will Baptist Church property; running thence with the eastern boundary line of said church property North 02-30-00 East 60.62 feet to the northern right-of-way of Quail Ridge Road; running thence with the northern right-of-way of Quail Ridge Road and with the curve of the road as follows: $R = 167.73$ feet, $D = 27^{\circ} 17' 21''$, $L = 79.89$ feet, $T = 40.72$ feet, $C = 79.13$ feet, to an iron pipe; thence North 57-00-00 East 119.88 feet to an iron pipe; thence with the curve of the road $R = 368.02$ feet, $D = 27^{\circ} 17' 21''$, $L = 175.28$ feet, $T = 89.34$ feet, $C = 173.63$ feet, to an iron pipe; thence North 84-17-21 East 135.00 feet to an iron pipe in the northern right-of-way of Quail Ridge Road; running thence North 05-42-39 West 35.39 feet to a concrete control corner in the southwest corner of Quail Ridge, Section 6 as shown in Map Book 32 at Page 22 of the Pitt County Registry;

running thence North 84-17-21 East 355.00 feet to an iron pipe; running thence South 05-42-39 East 93.98 feet; thence South 12-07-38 West 85.66 feet, thence South 51-39-45 East 107.46 feet; thence South 05-27-30 East 110.00 feet to the northern boundary line of the Raymond W. Edwards property; and running thence along the northern boundary line of the Raymond W. Edwards property South 84-17-21 West 562.00 feet to the point of beginning, and being all of Quail Ridge, Section 9 as shown on a map of record prepared by Stroud Land Surveying Company, dated March 27, 1987 and recorded in Map Book 35 at Page 2 of the Pitt County Registry.

All of the above described lands are a part of the lands described in Deed of record in Book H-51, Page 655 and Book H-50, Page 306 of the land records of Pitt County, North Carolina; and

WHEREAS, the "Common Lands" in "Quail Ridge - Section 9" are described as follows:

Lying in Winterville Township, Pitt County, North Carolina, and beginning at a stake in the northern line of the Raymond W. Edwards property, said stake being located as follows: BEGINNING at a concrete monument in the eastern right-of-way of MCSR 1704, said monument being located at the southwest corner of the Unity Free Will Baptist Church Property and running thence along the southern line of the Unity Free Will Baptist Church property North 84-17-21 East 404.14 feet to a concrete monument in the southeast corner of the church property; running thence North 84-17-21 East 361.02 feet to the point of BEGINNING; and running thence from said point of beginning North 05-42-39 West 264.09 feet to the southern right-of-way of Quail Ridge Road; and running thence along the southern right-of-way of Quail Ridge Road to a point in the eastern boundary line of the Unity Free Will Baptist Church property and with the curvature of said road in the following manner: South 68-38-40 West 124.34 feet (chord) to an iron pipe; thence South 57-00-00 West 119.88 feet to an iron pipe; thence with the curve of the road wherein $R = 227.73$ feet, $D = 27^\circ 17' 21''$, $L = 108.46$ feet, $T = 55.28$ feet, and $C = 107.44$ feet to an iron pipe; thence South 84-17-21 West 8.66 feet to a point in the Unity Free Will Baptist Church property; running thence with the eastern boundary line of said church property North 02-30-00 East 60.62 feet to the northern right-of-way of Quail Ridge Road; running thence with the northern right-of-way of Quail Ridge Road and with the curve of the road as follows: $R = 167.73$ feet, $D = 27^\circ 17' 21''$, $L = 79.89$ feet, $T = 40.72$ feet, $C = 79.13$ feet, to an iron pipe; thence North 57-00-00 East 119.88 feet to an iron pipe; thence with the curve of the road $R = 368.02$ feet, $D = 27^\circ 17' 21''$, $L = 175.28$ feet, $T = 89.34$ feet, $C = 173.63$ feet, to an iron pipe; thence North 84-17-21 East 135.00 feet to an iron pipe in the northern right-of-way of Quail Ridge Road; running thence North 05-42-39 West 35.39 feet to a concrete control corner in the southwest corner of Quail Ridge, Section 6 as shown in Map Book 32 at Page 22 of the Pitt County Registry; running thence North 84-17-21 East 355.00 feet to an iron pipe; running thence South 05-42-39 East 93.98 feet; thence South 12-07-38 West 85.66 feet; thence South 51-39-45 East 107.46 feet; thence South 05-27-30 East 110.00 feet to the northern boundary line of the Raymond W. Edwards property; and running thence along the northern boundary line of the Raymond W. Edwards property South 84-17-21 West 562.00 feet to the point of beginning, and being all of Quail Ridge, Section 9 as shown on a map of record prepared by Stroud Land Surveying Company, dated March 27, 1987 and recorded in Map Book 35 at Page 2 of the Pitt County Registry.

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THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lot Nos. 176, 178, 180, 182, 184, 186, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275 (All Section 9).

ALSO EXCEPTED IS ALL OF QUAIL RIDGE ROAD as shown on the aforesaid map, which drive has a width of sixty (60) feet.

ALL OF THE FOREGOING EXCEPTED PORTIONS are shown on map made by Stroud Land Surveying Co. dated March 27, 1987 entitled: "Quail Ridge - Section 9", which map duly appears of record in Map Book 35, Page 2 of the Pitt County Registry, reference to which is hereby made for more detailed and accurate description.

The aforesaid property is subject to all easements, setback lines and restrictions as shown on the recorded map above referred to.

WHEREAS, pursuant to Article X, Section 5(b), 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 Y-48, Page 687, of the Pitt County Registry;

NOW, THEREFORE, pursuant to Article X, Section 5(b), 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 Y-48, Page 687, of the Pitt County Registry, specifically including Articles I through X, inclusive, except for the description of common lands, which common lands are set out herein, but made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book Y-48, Page 687, et seq. of the Pitt County Registry.

IN WITNESS WHEREOF, BILL CLARK CONSTRUCTION CO., INC. has caused this instrument to be executed in its name by its duly authorized officers, and its corporate seal affixed hereto, all by authority duly given, this the 29th day of

June, 1987.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]
President



[Signature]
Asst. Secretary

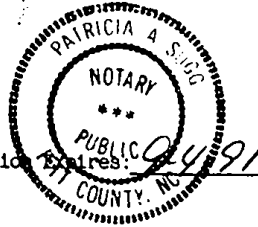
(SEAL)

NORTH CAROLINA

PITT COUNTY

I, Patricia A. Sugg, a Notary Public in and for the aforesaid County and State, do hereby certify that Cornelia Branch ^{Asst.} personally appeared before me this day and acknowledged that she is Secretary of BILL CLARK CONSTRUCTION CO., INC., a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her self as its Secretary.

WITNESS my hand and Notarial Seal, this the 29th day of June, 1987.



Patricia A. Sugg
Notary Public

My Commission Expires: 04/91

NORTH CAROLINA

PITT COUNTY

The foregoing certificate of Patricia A. Sugg, a Notary Public of Pitt County, North Carolina, is certified to be correct.

Filed for registration at 9:33 o'clock A.m., this the 30th day of June, 1987.

ELVIRA T. ALLRED, Register of Deeds

BY: Elvira T. Allred

B-6 12/19/87

Prepared by: Robert R. Browning

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
QUAIL RIDGE, SECTION 10

THIS DECLARATION, made on the date hereinafter set forth by BILL CLARK CONSTRUCTION CO., INC., 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 Townhouse Subdivision in or near the City of Greenville, Pitt county, North Carolina, known as "Quail Ridge"; and

WHEREAS, as a part of such development program DECLARANT has impressed the units in said subdivision and the common property with certain Covenants, Conditions and Restrictions bearing date of April 28, 1980, which appear of record in Book Y-48, Page 687, et seq.; and

WHEREAS, DECLARANT is enlarging said subdivision by the addition of adjacent lands, which lands will be identified as "Quail Ridge - Section 10", and are more particularly described:

TRACT 1

BEGINNING at an iron pipe on the southern right of way of Quail Ridge Road, said iron pipe being the northwesternmost corner of Quail Ridge, Section 9 as recorded in Map Book 35, Page 2 of the Pitt County Registry. From the above described beginning, so located, running thence as follows:

With the western line of Quail Ridge - Section 9, south 05-42-39 east 264.09 feet to an iron pipe in the northern line of the Raymond W. Edwards Heirs Property as recorded in Deed Book H-46, Page 397 of the Pitt County Registry, thence with said Edwards Heirs northern line south 84-17-21 west 361.02 feet to a concrete monument at the southeasternmost corner of the Unity Free Will Baptist Church property as recorded in Deed Book R-50, Page 209 of the Pitt County Registry; thence with the eastern line of said Unity Free Will Baptist Church property north 02-30-00 east 151.81 feet to an iron pipe on the southern right of way of Quail

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Ridge Road; thence with the southern right of way of Quail Ridge Road north 84-17-21 east 8.66 feet to the point of curvature; thence with the curved right of way of Quail Ridge Road an arc distance of 108.46 feet, said arc being to the left having a radius of 227.73 feet and a chord bearing north 70-38-41 east 107.44 feet; thence with the southern right of way of Quail Ridge Road north 57-00-00 east 119.88 feet to the point of curvature; thence with the curved southern right of way of Quail Ridge Road an arc distance of 125.20 feet, said arc being to the right having a radius of 308.02 feet and a chord bearing north 68-38-40 east 124.34 feet to the POINT OF BEGINNING, containing 1.635 acres.

TRACT II

BEGINNING at an iron pipe on the northern right of way of Quail Ridge Road, said iron pipe being the southwesternmost corner of Quail Ridge, Section 5 as recorded in Map Book 31, Page 76 of the Pitt County Registry from the above described beginning, so located, running thence as follows:

With the curved northern right of way of Quail Ridge Road an arc distance of 175.28 feet, said arc being to the left having a radius of 368.02 feet and a chord bearing south 70-38-41 west 173.63 feet; thence with the northern right of way of Quail Ridge Road south 57-00-00 west 119.88 feet to the point of curvature; thence with the curved northern right of way of Quail Ridge Road an arc distance of 78.89 feet, said arc being to the right having a radius of 167.73 feet and a chord bearing south 70-38-41 west 79.13 feet to an iron pipe in the eastern line of the Unity Free Will Baptist Church Property as recorded in Deed Book R-50, Page 209 of the Pitt County Registry; thence with the eastern line of said United Free Will Baptist Church Property north 02-30-00 east 287.88 feet to an iron pipe at the westernmost corner of the aforesaid Quail Ridge, Section 5; thence with the common line of Quail Ridge, Section 5 south 87-30-00 east 42.04 feet to an iron pipe, north 69-30-00 east 279.00 feet to an iron pipe and south 05-42-39 east 235.40 feet to the POINT OF BEGINNING, containing 1.835 acres.

All of the above described lands are a part of the lands described in Deed of record in Book H-51, Page 655 and Book H-50, Page 306 of the land records of Pitt County, North Carolina; and

WHEREAS, the "Common Lands" in "Quail Ridge - Section 10" are described as follows:

TRACT 1

BEGINNING at an iron pipe on the southern right of way of Quail Ridge Road, said iron pipe being the northwesternmost corner of Quail Ridge, Section 9 as recorded in Map Book 35, Page 2 of the Pitt County Registry. From the above described beginning, so located, running thence as follows:

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With the western line of Quail Ridge - Section 9, south 05-42-39 east 264.09 feet to an iron pipe in the northern line of the Raymond W. Edwards Heirs Property as recorded in Deed Book H-46, Page 397 of the Pitt County Registry, thence with said Edwards Heirs northern line south 84-17-21 west 361.02 feet to a concrete monument at the southeasternmost corner of the Unity Free Will Baptist Church property as recorded in Deed Book R-50, Page 209 of the Pitt County Registry; thence with the eastern line of said Unity Free Will Baptist Church property north 02-30-00 east 151.81 feet to an iron pipe on the southern right of way of Quail Ridge Road; thence with the southern right of way of Quail Ridge Road north 84-17-21 east 8.66 feet to the point of curvature; thence with the curved right of way of Quail Ridge Road an arc distance of 108.46 feet, said arc being to the left having a radius of 227.73 feet and a chord bearing north 70-38-41 east 107.44 feet; thence with the southern right of way of Quail Ridge Road north 57-00-00 east 119.88 feet to the point of curvature; thence with the curved southern right of way of Quail Ridge Road an arc distance of 125.20 feet, said arc being to the right having a radius of 308.02 feet and a chord bearing north 68-38-40 east 124.34 feet to the POINT OF BEGINNING, containing 1.635 acres.

TRACT II

BEGINNING at an iron pipe on the northern right of way of Quail Ridge Road, said iron pipe being the southwesternmost corner of Quail Ridge, Section 5 as recorded in Map Book 31, Page 76 of the Pitt County Registry from the above described beginning, so located, running thence as follows:

With the curved northern right of way of Quail Ridge Road an arc distance of 175.28 feet, said arc being to the left having a radius of 368.02 feet and a chord bearing south 70-38-41 west 173.63 feet; thence with the northern right of way of Quail Ridge Road south 57-00-00 west 119.88 feet to the point of curvature; thence with the curved northern right of way of Quail Ridge Road an arc distance of 78.89 feet, said arc being to the right having a radius of 167.73 feet and a chord bearing south 70-38-41 west 79.13 feet to an iron pipe in the eastern line of the Unity Free Will Baptist Church Property as recorded in Deed Book R-50, Page 209 of the Pitt County Registry; thence with the eastern line of said United Free Will Baptist Church Property north 02-30-00 east 287.88 feet to an iron pipe at the westernmost corner of the aforesaid Quail Ridge, Section 5; thence with the common line of Quail Ridge, Section 5 south 87-30-00 east 42.04 feet to an iron pipe, north 69-30-00 east 279.00 feet to an iron pipe and south 05-42-39 east 235.40 feet to the POINT OF BEGINNING, containing 1.835 acres.

THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lot Nos. 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301 (All Section 10).

ALSO EXCEPTED IS ALL OF QUAIL RIDGE ROAD as shown on the aforesaid map, which drive has a width of sixty (60) feet.

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ALL OF THE FOREGOING EXCEPTED PORTIONS are shown on map made by Stroud Engineering P.A. dated January 17, 1989 entitled: "Quail Ridge - Section 10", which map duly appears of record in Map Book 37 Page 77 of the Pitt County Registry, reference to which is hereby made for more detailed and accurate description.

The aforesaid property is subject to all easements, setback lines and restrictions as shown on the recorded map above referred to.

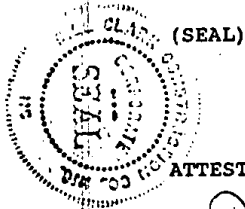
WHEREAS, pursuant to Article X, Section 5(B), the DECLARANT elects to impress all of the lands hereinabove described to the identical Covenants, Conditions and Restrictions as contained in instrument recorded in Book Y-48, Page 687, of the Pitt County Registry;

NOW THEREFORE, pursuant to Article X, Section 5(B), 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 Y-48, Page 687, of the Pitt County Registry, specifically including Articles I through X, inclusive, except for the description of common lands, which common lands are set out herein, but made subject to the same Covenants, Conditions and Restrictions for the "Common Lands", as set out in Book, Y-48, Page 687, et seq. of the Pitt County Registry.

IN WITNESS WHEREOF, BILL CLARK CONSTRUCTION CO., INC. has caused this instrument to be executed in its name by its duly authorized officers, and its corporate seal affixed hereto, all by authority duly given, this the 13, day of December, 1989.

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BILL CLARK CONSTRUCTION CO., INC.



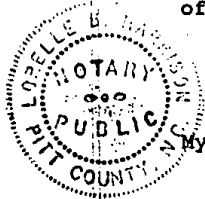
By: [Signature]
President

ATTEST:
[Signature]
Secretary

NORTH CAROLINA
PITT COUNTY

I, Lorelle B. Harrison, a Notary Public in and for the aforesaid County and State, do hereby certify that Judy W. Brown personally appeared before me this day and acknowledged that she is Secretary of BILL CLARK CONSTRUCTION CO., INC., a corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

WITNESS my hand and Notarial Seal, this the 13, day of December, 1989.



[Signature]
Notary Public

My commission expires: 2-16-93

NORTH CAROLINA
PITT COUNTY

The foregoing certificate of Lorelle B. Harrison, a Notary Public of Pitt County, North Carolina, is certified to be correct.
Filed for registration at 4:05 o'clock P.m., this the 15th day of December, 1989.

Register of Deeds
BY: [Signature]
Register of Deeds