

BOOK 332 PAGE 687

STATE OF NORTH CAROLINA  
COUNTY OF PITT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 30 day of September 1991, by  
WESLEY COMMONS GROUP of Pitt County, North Carolina, hereinafter  
referred to as "Declarant";

**W I T N E S S E I H:**

WHEREAS, Declarant is the owner of certain property  
(hereinafter the "property") lying and being situate in Pitt  
County, North Carolina, and being all of Section One of Wesley  
Commons as shown on plat of record in Map Book 40, Page 58,  
reference to which is hereby made for a more full, complete and  
accurate description of said property;

NOW, THEREFORE, Declarant hereby declares that all of  
the property herein 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 property and shall be binding on  
all parties having any right, title or interest in the property or  
any part thereof, their heirs, successors and assigns, and shall  
inure to the benefit of each such party, to wit:

1. These covenants shall run with the land and shall be  
binding on all parties and persons claiming under them until  
February 1, 2011, at which time these covenants shall be  
automatically extended for successive periods of ten (10) years  
unless by vote of a majority of the then owners of the lots located  
within said lands, it is agreed to change said covenants in whole  
or in part.

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

3. No structure of a temporary nature, including but  
not limited to a trailer, mobile home, basement, tent, shack,  
garage, barn or other outbuilding shall be used on any lot at any  
time as a residence, either temporarily or permanently, and no  
trailer, mobile home, tent, shack, barn or other outbuilding shall  
be permitted to exist on the property as a residence.

MS/919/WESLEY-R-6

9/1/91

MATTHEWS & DAVIS P.A. Attorneys at Law  
Charlotte, N.C. 27834

BOOK 332 PAGE 688

4. No numbered lot shall be used except for residential purposes as described in this paragraph and in paragraph 5 of this declaration. Said lots may be used for either single family or multi-family dwellings. Said lots may also be used for such multi-family purposes as duplexes, apartments, condominiums, planned unit developments or such other multi-family purposes as are approved by Declarant and are in compliance with the zoning and protective ordinances of the City of Greenville. The lots in this subdivision may be used in single lot units or multi-lot units at the discretion of the purchaser and upon approval of the Declarant as hereinafter provided. When any multi-lot unit is formed for the purpose of constituting or containing a multi-family unit such as an apartment, condominium, planned unit development, duplex or other multi-family purpose, then said lots as combined shall be treated as one tract of land for the purpose of any setback requirements, sidelot requirements, square footage requirements or any other requirements as may be imposed by these Restrictive Covenants or the City of Greenville.

5. The property herein described shall be used for residential purposes only and no business or commercial enterprise may be carried on upon the premises. This restriction, however, shall not prevent any support activities in conjunction with any apartment project, duplex project, planned unit development or condominium or such other approved multi-family development such as washrooms, management offices, utility rooms, maintenance areas, swimming pool, snack areas, central meeting room areas and other such functions normally associated with apartments, duplexes, planned unit developments, condominiums and other approved multi-family residential purposes.

6. No lot or parcel of land in this subdivision may be used for any single or multi-family purposes such as duplexes, apartments, planned unit developments or condominiums without the prior approval of such use by Wesley Commons Group or its successors or designees. Nor shall any structure of any type be started on any of the above-described lots until the plans of such structure and the plot plan showing the location of such structure have been approved by Wesley Commons Group or its successors or designees. Such approval in both events must be in writing. If no approval or rejection has been given for such planned use or for such plans which have been deposited or delivered to Wesley Commons Group, its successors or designees within thirty (30) days, the plan shall be deemed to have been approved.

7. If the parties claiming hereunder or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein except as hereinafter provided it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons

violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation except the Declarant is specifically excluded from any liability for damages, provided however, Declarant does hereby reserve to itself, its assigns or designees the right to waive violations of minimum building lines which violations exceed said minimum building lines by no more than five (5%) percent.

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

9. Drainage and utility easements are reserved on said lots as shown on the recorded plat aforementioned.

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

11. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter.

12. The invalidation of any one of these covenants by judgment, court order or otherwise shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

In Testimony Whereof, the Declarant has executed this instrument the day and year first above written.

WESLEY COMMONS GROUP  
a General Partnership

By: William G. Blount (SEAL)  
WILLIAM G. BLGUNT, general partner

By: Reginald C. Spain (SEAL)  
REGINALD C. SPAIN, general partner

By: J. B. Surlles III (SEAL)  
J. B. SURLLES, III, general partner

MATTOX & DAVIS, P.A. ATTORNEYS AT LAW GREENVILLE, N. C. 27636

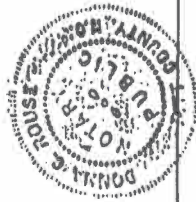
BOOK 332 PAGE 690

NORTH CAROLINA  
PITT COUNTY

I, a Notary Public of the County and the State aforesaid, certify that WILLIAM G. BLOUNT, REGINALD C. SPAIN and J. B. SURLS, III, general partners of WESLEY COMMONS GROUP, party of the first part, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 31 day of October, 1991.

Donna C. Rouse  
Notary Public

My Commission Expires: My Commission Expires November 27, 1994



MATTOX & DAVIS, P.A.  
Attorneys at Law  
Greenville, N.C. 27834

NORTH CAROLINA: Pitt County  
The foregoing certificate(s) of Donna C. Rouse

Notary (ies) Public is (are) certified to be correct. Filed for registration at 4:58 o'clock P M. this 5 day of November 1991.

ANNIE G. HOLDER, Register of Deeds

By [Signature]  
Assistant / Deputy Register of Deeds

STATE OF NORTH CAROLINA  
COUNTY OF PITT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 31st day of December 1992, by WESLEY COMMONS GROUP and Regniald C. Spain and wife, Bonita B. Spain of Pitt County, North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E I H:

Whereas, Declarant are the owners of certain property (hereinafter the "property") lying and being situate in Pitt County, North Carolina and being all of Wesley Commons North, which is more particularly identified as being the multifamily land as shown on the map of Rivers and Associates, Inc. dated August 24, 1992 and recorded in Map Book 41, page 84 and the single family land as shown on the Map of Rivers and Associates, Inc. and recorded in Map Book 41 at pages 85, 85a and 85b of the Pitt County Registry,

And whereas said area has been duly designated and zoned by the City of Greenville and as a PUD, and pursuant to Section 9-4-171 of the Zoning Regulations of the City of Greenville certain common open space has been created to be governed by these covenants,

NOW, THEREFORE, in order to comply with said zoning ordinances Declarant hereby declares that all of the property herein 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 property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such party, to wit:

1. These covenants shall run with the land and shall be binding on all parties and persons claiming under them unless by vote of a majority of the then owners of the lots located within said lands, it is agreed to change said covenants in whole or in part, which modification is consented to by the City Manager of the City of Greenville.

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

jpp/#0WESLEY-R-C

MATTOX & DAVIS, P.A. ATTORNEYS AT LAW GREENVILLE, N. C. 27834

exist on the property which is or may become an annoyance or nuisance to the neighborhood.

3. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.

4. No numbered lot shall be used except for residential purposes as described in this paragraph and in paragraph 5 of this declaration. Said lots may be used for either single family or multi-family dwellings. Said lots may also be used for such multi-family purposes as duplexes, apartments, condominiums, planned unit developments or such other multi-family purposes as are approved by Declarant and are in compliance with the zoning and protective ordinances of the City of Greenville. The lots in this subdivision may be used in single lot units or multi-lot units at the discretion of the purchaser and upon approval of the Wesley Commons Group as hereinafter provided. When any multi-lot unit is formed for the purpose of constituting or containing a multi-family unit such as an apartment, condominium, planned unit development, duplex or other multi-family purpose, then said lots as combined shall be treated as one tract of land for the purpose of any setback requirements, sidelot requirements, square footage requirements or any other requirements as may be imposed by these Restrictive Covenants or the City of Greenville.

5. The property herein described shall be used for residential purposes only and no business or commercial enterprise may be carried on upon the premises. This restriction, however, shall not prevent any support activities in conjunction with any apartment project, duplex project, planned unit development or condominium or such other approved multi-family development such as washrooms, management offices, utility rooms, maintenance areas, swimming pool, snack areas, central meeting room areas and other such functions normally associated with apartments, duplexes, planned unit developments, condominiums and other approved multi-family residential purposes.

6. No lot or parcel of land in this subdivision may be used for any single or multi-family purposes such as duplexes, apartments, planned unit developments or condominiums without the prior approval of such use by Wesley Commons Group or its successors or designees. It is the intent of the parties that all exteriors of the structures shall be harmonious both with Wesley Commons North as well as the existing structure Wesley Commons Subdivision on lots described in Map Book 40 at Page 190 and 190 A and therefore all exteriors will be Williamsburg brick and/or Cedar siding that has been stained gray. No structure of any type shall be started on any of the above-described lots until the plans

HAYDOX & DAVIS, P.A.  
ATTORNEYS AT LAW  
GREENVILLE, N. C. 27634

of such structure and the plot plan showing the location of such structure have been approved by Wesley Commons Group or its successors or designees. Such approval in both events must be in writing. If no approval or rejection has been given for such planned use or for such plans which have been deposited or delivered to Wesley Commons Group, its successors or designees within thirty (30) days after written application, the plan shall be deemed to have been approved.

7. If the parties claiming hereunder or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein except as hereinafter provided it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation except the Declarant is specifically excluded from any liability for damages, provided however, Declarant does hereby reserve to itself, its assigns or designees the right to waive violations of minimum building lines which violations exceed said minimum building lines by no more than five (5%) percent.

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

9. Drainage and utility easements are reserved on said lots as shown on the recorded plat aforementioned.

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

11. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter

12. Each unit owner shall be a member of the association and shall remain a member until he ceases to be a unit owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his unit.

13. Each owner of a single family unit shall be entitled to two votes for each such unit owned. Each owner of a multifamily unit shall be entitled to one vote for each multifamily unit owned. A unit is defined as a single, independent housekeeping unit with

MAYTOK & DAVIS, P.A. Attorneys at Law GREENVILLE, N. C. 27834

sanitation, living, dining, sleeping, and permanently installed kitchen facilities for use by one family. A unit may be a structure, either freestanding, attached to another unit, or part of one or more detached structure containing three or more units sharing common facilities. A family is as defined by the zoning ordinance of the City of Greenville.

14. Wesley Commons North Owners Association, Inc. will be conveyed the common area as shown on the map recorded in Map Book 41 at pages 85, 85a and 85b; and such other common area as from time to time Wesley Commons Group elects to convey to the Association that is a portion of the land described in those certain deed of record in Book 323 at pages 507.

15. Wesley Commons Owners Association, Inc. in order to comply with Section 9-4-171 of the Zoning ordinance of City of Greenville shall have the authority to levy assessment for liability insurance, local taxes, maintenance of recreational and other common facilities and such other matters as it deems appropriate. Specifically it shall provide for yard maintenance for all of the common area and such portion of the noncommon area that can be accessed without the necessity of opening an enclosure, and to that extent an easement of ingress and egress is granted to such portions of the non-common as is needed or appropriate to maintain the vegetation either in the common or noncommon areas as directed by the Wesley Commons Owners Association, Inc. Assessments shall be prorated among the owners in the same ratio as the number of votes such owner has to the total votes.

16. The invalidation of any one of these covenants by judgment, court order or otherwise shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

17. Wesley Commons Group reserves the right to incorporate such part or all of the remainder of the property lying North of Beaumont Drive into the "property" to be subjected. To the terms of this instrument as if originally described herein by recording an instrument or instruments to that effect in the Pitt County Registry at any time before January 1, 2010.

In Testimony Whereof, the Declarant has executed this instrument the day and year first above written.

ATTORNEYS AT LAW GREENVILLE, N. C. 27834  
MATTOX & DAVIS, P.A.



WESLEY COMMONS GROUP  
a General Partnership

By: William G. Blount (SEAL)  
WILLIAM G. BLOUNT, general partner

By: J. B. Surles III (SEAL)  
J. B. SURLES, III, general partner

Reginald C. Spain (SEAL)  
REGINALD C. SPAIN

Bonita B. Spain (SEAL)  
BONITA B. SPAIN

MATTOX & DAVIS, P.A. ATTORNEYS AT LAW GREENVILLE, N. C. 27834

NORTH CAROLINA  
PITT COUNTY

I, a Notary Public of the County and the State aforesaid, certify that WILLIAM G. BLOUNT and J. B. SURLES, III, general partners of WESLEY COMMONS GROUP, party of the first part, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 31st day of December, 1992.

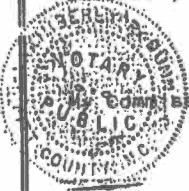


Jennifer P. Perry  
Notary Public

NORTH CAROLINA  
PITT COUNTY

I, Kimberly P. Dunn, a Notary Public in and for the aforesaid County and State, do hereby certify that REGINALD C. SPAIN AND BONITA B. SPAIN personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 31st day of December, 1992.



Kimberly P. Dunn  
Notary Public

Commission Expires: 4/19/93

5

NORTH CAROLINA: Pitt County  
The foregoing certificate(s) of Jennifer P. Perry and Kimberly P. Dunn  
Notary (ies) Public (are) certified to be correct. Filed for registration at 3:59 o'clock P. M. this 31st day of December 1992

ANNIE G. HOLDER, Register of Deeds  
By Annie G. Holder  
Assistant/Deputy Register of Deeds

BOOK 583 PAGE 744

STATE OF NORTH CAROLINA

COUNTY OF PITT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made and entered into this the 20th day of June, 1995, by WESLEY COMMONS GROUP, a North Carolina General Partnership, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter the "property") lying and being situate in Pitt County, North Carolina, and being all of Wesley Commons North Section Three, which is more particularly identified as being the land as shown on the map of Rivers and Associates, Inc. dated April 28, 1995 and recorded in Map Book 45, Pages 79 and 79-A; and

WHEREAS, said area has been duly designated and zoned by the City of Greenville as a PUD, and pursuant to Section 9-4-171 of the Zoning Regulations of the City of Greenville certain common open space has been created to be governed by these covenants.

NOW, THEREFORE, in order to comply with said zoning ordinances Declarant hereby declares that all of the property herein 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 property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such party, to wit:

1. These covenants shall run with the land and shall be binding on all parties and persons claiming under them unless by vote of a majority of the then owners of the lots located within said lands, it is agreed to change said covenants in whole or in part, which modification is consented to by the City Manager of the City of Greenville.

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

3. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.

4. No numbered lot shall be used except for residential purposes as described in this paragraph and in paragraph 5 of this declaration. Said lots may be used for either single family or multi-family dwellings. Said lots may also be used for such multi-family purposes as duplexes, apartments, condominiums, planned unit developments or such other multi-family purposes as are approved by Declarant and are in compliance with the zoning and protective ordinances of the City of Greenville. The lots in this subdivision may be used in single lot units or multi-lot units at the discretion of the purchaser and upon approval of the Declarant as hereinafter provided. When any multi-lot unit is formed for the purpose of constituting or containing a multi-family unit such as an apartment, condominium, planned unit development, duplex or other multi-family purpose, then said lots as combined shall be treated as one tract of land for the purpose of any setback

See Instrument recorded  
in Book 600 Page 352

See Instrument recorded  
in Book 618 Page 412

requirements, sidelot requirements, square footage requirements or any other requirements as may be imposed by these Restrictive Covenants or the City of Greenville.

5. The property herein described shall be used for residential purposes only and no business or commercial enterprise may be carried on upon the premises. This restriction, however, shall not prevent any support activities in conjunction with any apartment project, duplex project, planned unit development or condominium or such other approved multi-family development such as washrooms, management offices, utility rooms, maintenance areas, swimming pool, snack areas, central meeting room areas and other planned unit developments, condominiums and other approved multi-family residential purposes.

6. No lot or parcel of land in this subdivision may be used for any single or multi-family purposes such as duplexes, apartments, planned unit developments or condominiums without the prior approval of such use by the Declarant or its successors or designees. It is the intent of the parties that all exteriors of the structures shall be harmonious both with Wesley Commons North as well as the existing structure Wesley Commons Subdivision on lots described in Map Book 40 at Pages 190 and 190-A, and therefore all exteriors will be Williamsburg brick and/or Cedar siding that has been stained gray. Nor shall any structure of any type be started on any of the above-described lots until the plans of such structure and the plot plan showing the location of such structure have been approved by the Declarant or its successors or designees. Such approval in both events must be in writing. If no approval or rejection has been given for such planned use or for such plans which have been deposited or delivered to the Declarant, its successors or designees within thirty (30) days after written application, the plan shall be deemed to have been approved.

7. If the parties claiming hereunder or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein except as hereinafter provided it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation except the Declarant is specifically excluded from any liability for damages, provided however, Declarant does hereby reserve to itself, its assigns or designees the right to waive violations of minimum building lines which violations exceed said minimum building lines by not more than five (5%) percent.

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

9. Drainage and utility easements are reserved on said lots as shown on the recorded plat aforementioned.

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

11. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter.

12. Each unit owner shall be a member of the Wesley Commons Homeowners Association, Inc. and shall remain a member until he ceases to be a unit owner. The interest of a member in the association or its assets cannot be transferred or encumbered

HARRINGTON AND EDWARDS  
ATTORNEYS AT LAW  
GREENVILLE, N. C. 27934

BOOK 583 PAGE 746

except as an appurtenance of his unit.

13. Each owner of a single family unit shall be entitled to two votes for each such unit owned. Each owner of a multifamily unit shall be entitled to one vote for each multifamily unit owned. A unit is defined as a single, independent housekeeping unit with sanitation, living, dining, sleeping, and permanently installed kitchen facilities for use by one family. A unit may be a structure, either freestanding, attached to another unit, or part of one or more detached structures containing three or more units sharing common facilities. A family is as defined by the zoning ordinance of the City of Greenville.

14. Wesley Commons North Owners Association, Inc. will be conveyed the common area as shown on the map recorded in Map Book 45, Pages 79 and 79-A; and such other common area as from time to time the Declarant elects to convey to the Association that is a portion of the land described in that certain deed of record in Book 323 at Page 507.

15. Wesley Commons Owners Association, Inc. in order to comply with Section 9-4-171 of the Zoning ordinance of City of Greenville shall have the authority to levy assessment for liability insurance, local taxes, maintenance of recreational and other common facilities and such other matters as it deems appropriate. Specifically it shall provide for yard maintenance for all of the common area and such portion of the noncommon area that can be accessed without the necessity of opening an enclosure, and to that extent an easement of ingress and egress is granted to such portions of the non-common as is needed or appropriate to maintain the vegetation either in the common or noncommon areas as directed by the Wesley Commons Owners Association, Inc. Assessments shall be prorated among the owners in the same ratio as the number of votes such owner has to the total votes.

16. The invalidation of any one of these covenants by judgment, court order or otherwise shall be in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

17. Wesley Commons Group reserves the right to incorporate such part or all of the remainder of the property lying North of Beaumont Drive into the "property" to be subjected. To the terms of this instrument as if originally described herein by recording an instrument or instruments to that effect in the Pitt County Registry at any time before January 1, 2010.

IN TESTIMONY WHEREOF, the Declarant has executed this instrument the day and year first above written.

WESLEY COMMONS GROUP, a  
General Partnership

BY: William G. Blount (SEAL)  
WILLIAM G. BLOUNT, Partner

BY: J. B. Surles, III (SEAL)  
J. B. SURLES, III, Partner

MARRINGTON AND EDWARDS ATTORNEYS AT LAW GREENVILLE, N. C. 27634

BOOK 583 PAGE 747

NORTH CAROLINA

PITT COUNTY

I, Mary W. Nichols, a Notary Public of the County and State aforesaid, certify that WILLIAM G. BLOUNT and J.B. SURLES, III, Partners of WESLEY COMMONS GROUP, a North Carolina General Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 20<sup>th</sup> day of June, 1995.

Mary W. Nichols  
NOTARY PUBLIC

My Commission Expires:

January 8, 1996

HARRINGTON AND EDWARDS ATTORNEYS AT LAW GREENVILLE, N. C. 27834

wesley/restr.cov



NORTH CAROLINA: Pitt County  
The foregoing certificate(s) of Mary W. Nichols

Notary (ies) Public is (are) certified to be correct. Filed for registration at 3:23 o'clock P.M. this 20 day of June 1995.  
By Annie G. Holder  
Assistant/Deputy Register of Deeds

ANNIE G. HOLDER, Register of Deeds  
Assistant/Deputy Register of Deeds

BOOK 600 PAGE 352

STATE OF NORTH CAROLINA  
COUNTY OF PITT

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, being the owners of all of the lots of Wesley Commons North, Section Three, enter into this Amendment to the Declaration of Covenants, Conditions and Restrictions this the 31st day of August, 1995;

**WITNESSETH:**

WHEREAS, by Declaration of Covenants, Conditions and Restrictions dated the 20th day of June, 1995, and recorded in Deed Book 583, Page 744, Pitt County Registry, Wesley Commons Group, a North Carolina General Partnership, imposed certain covenants, conditions and restrictions on certain property (hereinafter the "property") lying and being situate in Pitt County, North Carolina, and being all of Wesley Commons North Section Three, which is more particularly identified as being the land as shown on the map of Rivers and Associates, Inc., dated April 28, 1995 and recorded in Map Book 45, Pages 79 and 79A; and

WHEREAS, the undersigned, as all of the owners of the property, have voted to amend the Declaration of Covenants, Conditions and Restrictions and hereby wish to set forth said amendment in writing.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions dated the 20th day of June, 1995, entered into by the Wesley Commons Group and recorded in Deed Book 583, Page 744 of the Pitt County Registry is hereby amended as follows:

1. Paragraph number 6 of said Declaration of Covenants, Conditions and Restrictions is hereby amended to read as follows:

No lot or parcel of land in this subdivision may be used for any single or multi-family purposes such as duplexes, apartments, planned unit developments or condominiums without the prior approval of such use by the Declarant or its successors or designees. Nor shall any structure of any type be started on any of the above-described lots until the plans of such structure, the plot plan showing the location of such structure, and the proposed exterior covering of such structure have been approved by the Declarant or its successors or designees. Such approval in these events must be in writing. If no approval or rejection has been given for such planned use or for such plans which have been deposited or delivered to the Declarant, its successors or designees within thirty (30) days after written application, the plan shall be deemed to have been approved.

2. Except as herein amended, the Declaration of Covenants, Conditions and Restrictions dated the 20th day of June, 1995 by the Wesley Commons Group recorded in Deed Book 583, Page 744 of the Pitt County Public Registry are hereby reaffirmed and in full force and effect.

IN TESTIMONY WHEREOF, the undersigned have executed this instrument under seal the day and year first above written.

See Instrument recorded  
in Book 618 Page 412

WESLEY COMMONS GROUP, a  
General Partnership

BY: William G. Blount (SEAL)  
WILLIAM G. BLOUNT, Partner

HARRINGTON AND EDWARDS ATTORNEYS AT LAW GREENVILLE, N. C. 27834

BY: J.B. Surles III (SEAL)  
J.B. SURLS, III, Partner

DANCO BUILDERS, INC.

BY: Robert H. Caggiano  
President

ATTEST: DANCO  
[Signature]  
Secretary



[Signature] (SEAL)  
SAMMIE RAYFIELD HODGES

Patricia C. Hodges (SEAL)  
PATRICIA C. HODGES

John C. White (SEAL)  
JOHN C. WHITE

Sharon K. White (SEAL)  
SHARON K. WHITE

HARRINGTON AND STONE ATTORNEYS AT LAW GREENVILLE, N. C. 27934

NORTH CAROLINA  
PITT COUNTY

I, Mary W. Nichol, a Notary Public of the County and State aforesaid, certify that WILLIAM G. BLOUNT and J.B. SURLS, III, Partners of WESLEY COMMONS GROUP, a North Carolina General Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 11th day of August, 1995.



Mary W. Nichol  
NOTARY PUBLIC

My Commission Expires:

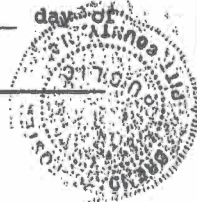
January 8, 1996

NORTH CAROLINA  
PITT COUNTY

I, Brenda A. Jordan, a Notary Public in and for the aforesaid County and State, do hereby certify that D. R. Danis personally appeared before me this day and acknowledged that he is the Secretary of DANCO BUILDERS, INC., a North Carolina 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 D. R. Danis as its Secretary.

WITNESS my hand and notarial seal, this the 31 day of August, 1995.

Brenda A. Jordan  
NOTARY PUBLIC



My commission expires:

Nov. 22, 1999

BOOK 600 PAGE 354

NORTH CAROLINA

PITT COUNTY

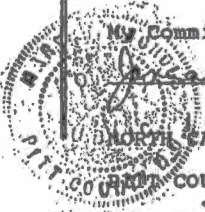
I, Mary W. Nichols, a Notary Public of the County and State aforesaid, certify that SAMMIE RAYFIELD HODGES and wife, PATRICIA C. HODGES personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 11th day of August, 1995.

Mary W. Nichols  
NOTARY PUBLIC

My Commission Expires:

January 8, 1996



NORTH CAROLINA

PITT COUNTY

I, Mary W. Nichols, a Notary Public of the County and State aforesaid, certify that JOHN C. WHITE and wife, SHARON K. WHITE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 11th day of August, 1995.

Mary W. Nichols  
NOTARY PUBLIC

My Commission Expires:

January 8, 1996



W:\slr\restrcov.amd

NORTH CAROLINA: Pitt County

The foregoing certificate(s) of Mary W. Nichols and Brenda G. Zasth

Notary(ies) Public is (are) certified to be correct. Filed for registration at 10:48 o'clock A.M. this 13th day of September 1995.

ANNIE G. HOLDER, Register of Deeds

By [Signature]  
Assistant/Deputy Register of Deeds



BOOK 618 PAGE 412

STATE OF NORTH CAROLINA  
COUNTY OF PITT

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, being the owners of all of the lots of Wesley Commons North, Section Three, enter into this Amendment to the Declaration of Covenants, Conditions and Restrictions this the \_\_\_ day of November, 1995;

WITNESSETH:

WHEREAS, by Declaration of Covenants, Conditions and Restrictions dated the 20th day of June, 1995, and recorded in Deed Book 583, Page 744, Pitt County Registry, and amended by instrument dated the 31st day of August, 1995, and recorded in Book 600, Page 352, Pitt County Registry, Wesley Commons Group, a North Carolina General Partnership, imposed certain covenants, conditions and restrictions on certain property (hereinafter the "property") lying and being situate in Pitt County, North Carolina, and being all of Wesley Commons North Section Three, which was further described in said covenants and the amendment thereto as being identified on a plat recorded in Map Book 45, Pages 79 and 79A;

AND, WHEREAS, subsequent to the recording of the original plat, the plat of Wesley Commons North Section Three was revised and recorded in Map Book 45, Pages 122 and 122A of the Pitt County Public Registry, thereby superseding the map previously recorded in Map Book 45, Pages 79 and 79A of the Pitt County Public Registry;

AND, WHEREAS, the undersigned, as all of the owners of the property, wish to amend said covenants and the amendment thereto, to correct the error in the reference to the recorded plat.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions dated the 20th day of June, 1995, entered into by the Wesley Commons Group and recorded in Deed Book 583, Page 744 of the Pitt County Registry, and amended by instrument dated the 31st day of August, 1995, and recorded in Book 600, Page 352 of the Pitt County Registry is hereby amended by deleting all references to Map Book 45, Pages 79 and 79A, and substituting in lieu thereof, as the description of the property to which the documents apply as being all of Wesley Commons North Section Three, which is more particularly identified as being the land as shown on the map prepared by Rivers and Associates, Inc., dated June 8, 1995 and recorded in Map Book 45, Pages 122 and 122A of the Pitt County Registry.

Except as herein amended, the Declaration of Covenants, Conditions and Restrictions dated the 20th day of June, 1995 by the Wesley Commons Group recorded in Deed Book 583, Page 744 of the Pitt County Public Registry, and amended by instrument dated the 31st day of August, 1995, and recorded in Book 600, Page 352, Pitt County Public Registry are hereby reaffirmed and in full force and effect.

IN TESTIMONY WHEREOF, the undersigned have executed this instrument under seal the day and year first above written.

WESLEY COMMONS GROUP, a  
General Partnership

BY: William G. Blount (SEAL)  
WILLIAM G. BLOUNT, Partner

BY: J. B. Surlles, III (SEAL)  
J. B. SURLLES, III, Partner

GREENVILLE, N. C. 27934  
HARRINGTON, EDWARDS & BRADY, L.L.P. ATTORNEYS AT LAW

BOOK 618 PAGE 413

DANCO BUILDERS, INC.

BY: Robert Coggins ALLS  
President

ATTEST: D. R. Daniel SECRETARY  
Secretary

(Corporate Seal)



Sammie Rayfield Hodges (SEAL)  
SAMMIE RAYFIELD HODGES

Patricia C. Hodges (SEAL)  
PATRICIA C. HODGES

John C. White (SEAL)  
JOHN C. WHITE

Sharon K. White (SEAL)  
SHARON K. WHITE

Roland B. Williams (SEAL)  
ROLAND B. WILLIAMS

Joanne Williams (SEAL)  
JOANNE WILLIAMS

BLUE WATER DEVELOPMENT, LLC

BY: [Signature] (SEAL) Member  
[Signature] (SEAL) Member

MARRINGTON, EDWARDS & BRADY, L.L.P. ATTORNEYS AT LAW GREENVILLE, N. C. 27834

BOOK 618 PAGE 414

NORTH CAROLINA  
PITT COUNTY

I, Blenda A. Jordan, a Notary Public of the County and State aforesaid, certify that WILLIAM G. BLOUNT and J.B. SURLES, III, Partners of WESLEY COMMONS GROUP, a North Carolina General Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 29<sup>th</sup> day of November, 1995.

Blenda A. Jordan  
NOTARY PUBLIC



My Commission Expires:

Nov. 27, 1999

NORTH CAROLINA  
PITT COUNTY

I, Blenda A. Jordan, a Notary Public in and for the aforesaid County and State, do hereby certify that D.R. Daniels personally appeared before me this day and acknowledged that he is the Secretary of DANCO BUILDERS, INC., a North Carolina 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 D.R. Daniels as its Secretary.

WITNESS my hand and notarial seal, this the 29<sup>th</sup> day of November, 1995.

Blenda A. Jordan  
NOTARY PUBLIC



My commission expires:

Nov. 27, 1999

NORTH CAROLINA  
PITT COUNTY

I, Blenda A. Jordan, a Notary Public of the County and State aforesaid, certify that SAMMIE RAYFIELD HODGES and wife, PATRICIA C. HODGES personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 29<sup>th</sup> day of November, 1995.

Blenda A. Jordan  
NOTARY PUBLIC



My Commission Expires:

Nov. 27, 1999

NORTH CAROLINA  
PITT COUNTY

I, Blenda A. Jordan, a Notary Public of the County and State aforesaid, certify that JOHN C. WHITE and wife, SHARON K. WHITE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 29<sup>th</sup> day of November, 1995.

Blenda A. Jordan  
NOTARY PUBLIC



My Commission Expires:

Nov. 27, 1999

HARRINGTON EDWARDS & BRADY, L.L.P.  
ATTORNEYS AT LAW  
GREENVILLE, N. C. 27034

NORTH CAROLINA  
PITT COUNTY

I, Blenda H. Foster, a Notary Public of the County and State aforesaid, certify that ROLAND B. WILLIAMS and wife, JOANNE WILLIAMS personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 29<sup>th</sup> day of November, 1995.

Blenda H. Foster  
NOTARY PUBLIC



My Commission Expires:

Nov. 27, 1998

NORTH CAROLINA  
PITT COUNTY

I, Mari M. Pilkington, a Notary Public of the County and State aforesaid, certify that D. Parker Dudley + John M. Whitford Members of BLUE WATER DEVELOPMENT, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 21<sup>st</sup> day of November, 1995.

Mari M. Pilkington  
NOTARY PUBLIC

My Commission Expires:

5-15-2000

wesley\restcov1.amd

GREENVILLE, N. C. 27634  
HARRINGTON, EDWARDS & BRADY, A.L.L.P. ATTORNEYS AT LAW

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

M. Pilkington  
Notary (es) Public is (are) certified to be correct. Filed for registration at 11:26 o'clock A.M. this 13 day of December 19 95.

ANNIE G. HOLDER, Register of Deeds  
By annie G. Holder  
Assistant/Deputy Register of Deeds