

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

OF

WESTCHESTER

This DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF WESTCHESTER made and entered into as of the 6 day of JUNE, 1990, by and between CARPENTER PROPERTIES, INC., LUPTON ASSOCIATES, INC., DAVID W. LUPTON and wife, JENA LUPTON and JAMES HARRELL, SR., and wife, EVELYN HARRELL/ and ALL PROSPECTIVE PURCHASERS OR OWNERS of Lots 4 through 11, inclusive and 28 through 36, inclusive, as shown and depicted on the "Westchester" plat recorded in Plat Cabinet E, Slide 45, Craven County Register of Deeds Office and any other Lots which are hereafter annexed into the subdivision; \*and wife, Phyllis G. Carpenter

WITNESSETH:

WHEREAS, Carpenter Properties, Inc., Lupton Associates, Inc., David W. Lupton\* and James Harrell, Sr. are the Owners of certain property lying and being in Craven County, North Carolina, and being more particularly shown and described as Lots 4 through 11 and 28 through 36 on that certain subdivision plat entitled "Westchester," recorded in Plat Cabinet E, Slide 45, (said plat was originally entitled "Final Plan of Section Two and Section Three Revised Plantation Landing") Craven County Register of Deeds Office, reference to said plat hereby specifically being made for a more perfect description thereof; and, \*Gary H. Carpenter and wife, Phyllis G. Carpenter

WHEREAS, these parties desire and intend by the recordation of this Declaration to impose certain rules, regulations, restrictions, covenants, conditions, reservations, exceptions, and easements contained herein (hereinafter sometimes called Restrictions), on the lots hereinafter described and any other lots which are hereafter annexed into the subdivision to the end that the Lots and Community Use Areas defined herein shall be held subject to said Restrictions.

NOW, THEREFORE, these parties do hereby declare that the Restrictions contained herein shall run with the property defined herein as Lots and Community Use Areas; shall be a burden on and a benefit to such property; shall be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof; and shall inure to the benefit of each Owner of any part thereof.

A.

Definitions

As used herein,

(1) "Articles" means the Articles of Incorporation of Westchester Property Owners Association, Inc.

(2) "Bylaws" means the Bylaws of Westchester Property Owners Association, Inc.

(3) "Community Use Areas" means the non-exclusive perpetual easement over the streets depicted as Esquire Court and that portion of Westchester Drive south of the northern line of the cul-de-sac of Esquire Court as shown on the aforesaid plat. Reference to said plat is hereby specifically made for a more perfect description of said streets. The Community Use Areas are subject to those easements set forth in this instrument.

(4) "Corporation" means Westchester Property Owners Association, Inc., its successors and assigns.

(5) "Declarant" means Carpenter Properties, Inc./ Gary H. Carpenter and \*entity who acquires title to two (2) or more Lots on which no Dwelling has been constructed at the time of such acquisition. \*wife Phyllis G. Carpenter

(6) "Dwelling" means a structure located on a Lot built in accordance with the requirements of Articles J and L hereof.

See BA 1289 pg 847 for declaration of annexation 7-24-91  
See BA 1289 pg 850 for agmt. 7-24-91

(7) "Lot" means a tract of land separately numbered 4 through 11 and 28 through 36 shown on the aforesaid plat and, any other separately numbered tract of land which is annexed into the Subdivision upon which a Dwelling is to be built. "Lot" shall not include any portion of the Community Use Areas as defined herein. Lots 1 through 3, 37 through 40 and 12 through 27 are not subject to this Declaration.

(8) "Owner" means the record Owner, whether one or more persons, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(9) "Person" or "Persons" means any individual, group of individuals, corporation, partnership or any other entity, including any combination thereof.

(10) "Subdivision" means all the property encumbered by these Restrictions, including all the Lots and Community Use Areas as defined herein, and such additions or annexations of property which may hereafter be brought within the jurisdiction of the Corporation.

(11) "Board of Directors" means the Board of Directors of Westchester Property Owners Association, Inc.

(12) "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements of Westchester and any amendments thereto.

B.

Membership

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

(2) Each Owner of each Lot within the Subdivision shall be a member of the Corporation. The Declarant, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Corporation: (A) That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Corporation; (B) That each shall be subject to the rules and regulations of the Corporation with regard to ownership of a Lot; and (C) That any unpaid assessment, whether general or special, levied by the Corporation in accordance with these Restrictions, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied.

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

(4) The Corporation shall have two classes of members:

CLASS A - Class A members shall be all owners, with the exception of any owners who qualify as Class B members, and shall be entitled to one vote for each Lot owned; provided, however, when more than one Person holds an interest in any Lot, all such Persons shall be members, however, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot. For so long as the Declarant is a Class B member, it shall not be a Class A member.

CLASS B - Class B member(s) shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

(B) On January 1, 1995.

C.

Management and Administration

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

D.

Community Expenses

The Community Expenses of the Subdivision include:

(1) All amounts expended by the Corporation in operating, administering, managing, repairing, replacing and improving the Community Use Areas of the Subdivision; all amounts expended by the Corporation in insuring the Community Use Areas in the Subdivision; all amounts expended by the Corporation in legal, engineering, or architectural fees; all similar fees which may be incurred by the Corporation from time to time in performing the functions delegated to the Corporation by these Restrictions; and all amounts expended in any form by the Corporation in enforcing these Restrictions, the Articles or the Bylaws.

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

(3) All amounts declared to be Community Expenses in the Bylaws or in these Restrictions.

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

E.

Monthly General Assessments

(1) The Declarant for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so-expressed in such deed) is deemed to covenant and agrees to pay to the Corporation monthly general assessments or charges and special assessments as hereinafter provided. The monthly general assessments, and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions of Paragraph 8 of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot. It is provided, however, that all assessments and authority to levy assessments shall cease upon the acceptance of dedication of all the streets in the Subdivision by the Town of River Bend.

(2) Until January 1, 1991 the maximum monthly general assessment shall be Ten Dollars (\$10.00) per Lot. From and after January 1, 1991 the maximum monthly general assessment may be increased provided the proposed increase is approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by a proxy, at a meeting duly called for this purpose.

Once the monthly general assessment has been set, notice of the monthly general assessment shall be given to all Lot Owners. Failure to forward a bill does not relieve the obligation to pay the assessment. After the initial notice of the assessment, no bills for such assessment will be forwarded to any Owner but such assessment thereafter shall become due and payable as provided by the Board of Directors.

(3) Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 2 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(4) Annual and special assessments shall, except as otherwise provided herein, be fixed at a uniform rate for all Lots. However, for so long as there is a Class B member of the Corporation, the Lots owned by the Class B member shall be liable for and the Class B member shall pay on each such Lot as a monthly general assessment only twenty-five percent (25%) of the amount of the monthly general assessment then being levied by the Corporation on each Lot. This reduction in the amount of monthly general assessments due on Lots owned by the Class B member shall terminate as to a particular Lot upon the Lot being conveyed by the Class B member by deed, lease or rental agreement (excluding mortgage or deed of trust) to any person not a Declarant as defined herein; further, this reduction in the amount of monthly general assessments due by the Class B member shall cease upon the termination of Class B membership as herein provided.

(5) The monthly general assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Community Use Areas to the Corporation. The first monthly general assessment shall be adjusted according to the number of days remaining in the month. The Board of Directors shall fix the amount of the monthly general assessment against each Lot at least thirty (30) days in advance of the due date of the monthly general assessment. Written notice of the monthly general assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors.

(6) The monthly general assessments levied by the Corporation shall be used exclusively to improve, maintain and repair the Community Use Areas, to pay the expenses of the Corporation, and to pay the cost of any insurance the Corporation determines to purchase. Taxes, hazard insurance, and the maintenance of the lots and the dwellings on the Lots shall not be a purpose of said assessments; but rather, shall be an individual cost to be borne by each Lot Owner.

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

(8) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu therefor, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

F.

Special Assessments

Special assessments may be levied against Lots for such reasons as are provided in these Restrictions, the Articles or the Bylaws and on such terms as provided by the directors and the members. The members (with approval of two-thirds (2/3) of the Directors) may levy and impose special assessments upon a two-thirds (2/3) vote of each class of members. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Community Expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Special assessments shall be subject to Paragraphs 4, 7 and 8 of Article E. A membership meeting to consider the imposition of special assessments shall be subject to the same notice and quorum requirements as specified in Paragraph 3 of Article E.

G.

Lien for Assessments

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

H.

Compliance With This Declaration,

The Articles and The Bylaws of the Corporation

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

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

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

(3) The failure of the Corporation or any Person to enforce any restriction contained in these Restrictions, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

I.

Property Rights of Lot Owners,

Cross-Easements, and Exceptions

and Reservations by Declarant

(1) Every Owner of a Lot within the Subdivision as an appurtenance to such Lot shall have a perpetual easement over and upon the Community Use Areas within the Subdivision for each and every purpose or use to which such Community Use Areas were intended as determined by their type, or for which such Community Use Areas generally

are used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:

(A) The Corporation shall have the right to make reasonable rules and regulations respecting the use of same.

(B) The Corporation shall have the right to suspend the voting rights of a Lot Owner for any period during which any due assessment against such Owner's Lot remains unpaid as is provided in Article H hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

(C) Parking in the Community Use Areas may be restricted and assigned by the Corporation to such parking areas as may be determined and designated by the Corporation.

(D) Ownership of the streets may be transferred by the Corporation to the Town of River Bend upon a majority vote of the Directors of the Corporation subject, however, to the easement rights of the Lot Owners.

(2) Each Owner of any Lot within the Subdivision, as an appurtenance to such Lot, shall have and is hereby conveyed a perpetual, nonexclusive right of way and easement for the purposes of ingress, egress and regress to and from said Lot over, through and across the streets, roads and Community Use Areas shown on the Subdivision plat and/or described herein.

(3) The Owner of each Lot, by acceptance of a deed thereto, and the Corporation by acceptance of a deed for the Community Use Areas, grants to the Declarant, its successors and assigns, perpetual nonexclusive general access and utility easements located along the streets and roads, utility lines, water lines and sewage lines presently existing or shown on the aforesaid plat. Such easements are nonexclusive and are for the purpose of providing utilities, water and sewage service and access to such additional areas as may be later developed by Declarant.

(4) Each Lot Owner is responsible for payment of the ad valorem taxes levied upon his Lot and any personal property located thereon.

(5) The Declarant reserves the right to subject the Lots in the Subdivision to a Contract with Carolina Power & Light Company for electricity and lighting to the Lot, including the installation of underground electric cables, which contract may require an initial payment and/or continuing monthly payments to Carolina Power & Light Company by the Owner of each Lot. Such expense, including both initial and continuing monthly payments, shall be an individual cost to be borne by each individual Lot Owner and is not covered by the general assessments.

(6) The Declarant reserves the right to subject the Lots in the Subdivision to a Contract with Carolina Power & Light Company for streets for the Community Use Areas which contract may require an initial payment and/or continuing monthly payments to Carolina Power & Light Company by the Owner of each Lot. Such expense, including both initial and continuing monthly payments, shall be an individual cost to be borne by each individual Lot Owner and is not covered by the general assessments.

J.

#### Architectural Control and Architectural Restrictions

The Board of Directors of the Corporation either shall sit as the Architectural Control Committee or shall appoint such committee to serve at the pleasure of the Board of Directors.

(1) Before any structure, fence, building, wall or addition to any of same shall be commenced, erected, or maintained upon any Lot and before any alteration (including painting) of the exterior portion of any structure located upon any Lot in the Subdivision shall be commenced (except as shall be undertaken by the Corporation itself), the party desiring to make such changes or erections shall submit and have approved by the Architectural Control Committee (hereinafter called "Committee"), plans

and specifications detailing the changes and erections. The plans and specifications must show the structure, kind, shape, height, materials, color and locations of the change or erection. The plans shall be (1) hand delivered to the current president of the Corporation, or (2) mailed certified or registered with return receipt requested to the Registered Office of the Corporation and marked to the attention of the Committee. The Committee shall approve or disapprove such plans within forty (40) days of receipt thereof.

(2) The Committee shall make its decision approving or disapproving the plans by taking into consideration the nature of the Subdivision, the aesthetics of the proposed changes or alterations, the harmony of the proposed change or erection with the architectural style of neighboring buildings, color schemes, durability of construction, relative costs, and protection of the investment of the Owners of other Lots in the Subdivision.

(3) If the Committee fails either to approve or disapprove any plans so submitted within forty (40) days of their submission, the plans will be deemed approved.

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

K.

Exterior Maintenance, Insurance, Taxes and Repairs

(1) It shall be the responsibility of the Lot owner to provide all maintenance to his Lot and dwelling.

(2) It shall be the responsibility of the Lot Owner to purchase and maintain any liability insurance on his Lot and Dwelling and hazard insurance on the Dwelling and personal property which the Owner desires.

(3) The Corporation shall purchase liability insurance covering the Community Use Areas of the Subdivision in such amounts and with such coverage as the Corporation deems expedient. The cost of such insurance is a Community Expense.

L.

Restrictions on Use and Occupancy

(1) The division of Lots is permissible provided that: (A) The number of Lots in the Subdivision is not increased (i.e., portions of lots are combined with other lots or other portions of lots to form a new lot); and, (B) The resultant Lots each have an area which is equal to or exceed 5,500 square feet. Any such Lot which has been constructed with portions of one or more Lots shall be considered a Lot as defined herein notwithstanding the fact that said Lot actually consists of portions of more than one original Lot. Each Lot may be used for the location of one Dwelling and no other purpose except as herein provided. No Lot shall be used except for residential purposes and only one Dwelling may be located on any Lot. Rental of a Dwelling is permitted. No building except a Dwelling as defined herein and located within the building lines for said Lot as shown on the recorded plat and an authorized storage building shall be located on any Lot. No Dwelling may exceed a height of two stories. Any Dwelling erected upon said Lot shall contain not less than 1,150 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. In addition, if such Dwelling is greater than one story in height, such Dwelling shall contain at least 780 square feet outside measurement of ground floor heated area, exclusive of open porches and garages.

With the written approval of the Committee and subject to rules from time to time adopted by it, an Owner may locate a storage building in the rear of the Lot behind the Owner's Dwelling. The size, construction materials, location, and exterior appearance of such building shall be approved in writing by the Committee.

(2) No waste may occur in the Community Use Areas.

(3) All motor vehicles of any type kept within the Subdivision shall have current registration and inspection certificates. Only automobiles, pick-up trucks, vans, and motorcycles shall be allowed to remain overnight on the Lots. Parking on any street is not permitted except during the construction period.

(4) No signs of any kind shall be displayed to the public view on any Lot except signs used by the Declarant or its agent to advertise the property during the construction and sales period and one sign not more than eight (8) square feet advertising the property for sale or rent.

(5) No outdoor poles, clotheslines, or other similar equipment shall be erected or permitted on any Lot.

(6) 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.

(7) 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 they are not kept or maintained for commercial purposes.

(8) The location and design of all mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be determined by the Board of Directors or the Architectural Control Committee and no mailbox, paper box, or other receptacle of any kind shall be erected or permitted to remain except those which have been approved by the Board of Directors or the Architectural Control Committee.

(9) The provisions of this Article are subject to the condition that for so long as the Declarant retains any Lot or any portion of the property in the Subdivision, whether shown and delineated on the aforesaid plat or later annexed into the Subdivision, which has not been sold, leased, rented, or otherwise conveyed, the Declarant is hereby expressly permitted to maintain signs, temporary structures, and other construction on the Community Use Areas and the exterior of buildings, and make any improvements or modifications in structures deemed necessary to the selling or leasing of the Dwellings, including the operation of a model unit and office and signs announcing the location of same.

(10) Subject to the provisions of this Declaration, the Articles and the Bylaws, the Board of Directors shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Community Use Areas. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors shall be recorded in a Book of Resolutions, which shall be maintained at a place convenient to the members and available to them for inspection during normal business hours.

(11) No mobile home or trailer shall ever be kept or permitted to remain within the Subdivision.

(12) No building shall be erected or permitted to remain nearer to any street in said subdivision than the street setback lines as shown on the recorded plat of said Subdivision. It is provided, however, that eaves, steps, stoops, and fireplace chaises shall not be considered as a part of the building for the purposes of interpreting this Paragraph of this Declaration. The provisions of this Paragraph shall supercede any notes on the aforesaid map. An error in the placement of structures in an amount less than ten percent (10%) of the setback requirement in question is not a violation of this Declaration or of the provisions of the recorded plat.

(13) No outside radio or television antennas shall be erected on any Lot or Dwelling unless and until permission for the same has been granted by the Board of Directors or the Architectural Control Committee. No satellite dishes shall be permitted to remain on any Lot.

(14) No stripped, partially wrecked, or junked motor vehicle or any part thereof shall be permitted to be parked or kept on any Lot or on the Community Use Areas.

(15) No fence more than 4 feet in height is permitted. No fence shall be located in front of the rear face of the Dwelling located on the Lot. All fences shall be located at least 10 feet from all Lot lines and buffered from view by vegetation at least as tall as the fence.

M.

Waiver

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

N.

Variations

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

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

O.

Duration, Amendment, Termination and Annexation

(1) The terms and provisions contained in this Declaration and any amendments duly enacted as herein set forth shall perpetually run with and bind the land and shall inure to the benefit of and be enforceable by the Corporation or any Owner of any Lot within the Subdivision, their legal representatives, heirs, successors and assigns perpetually. This Declaration may be amended by instrument signed by not less than two-thirds (2/3) of each class of members, provided no amendment shall alter any obligation to pay ad valorem taxes on the Community Use Areas as herein provided or affect any lien for the payment of same. Any such amendment must be recorded in the office of the Register of Deeds of Craven County to be effective and shall be effective upon recordation.

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

(3) Notwithstanding any other provisions of this Declaration, Declarant may amend this Declaration without the consent of any members if such amendment is required by any governmental agency for governmental approval. Declarant shall notify all members of such amendment after it has been recorded in the office of the Register of Deeds of Craven County.

(4) No property other than Lots 4 through 11 and 28 through 36 are included in this subdivision. The owners of Lots 12 through 27 shall have the right to annex those lots into the subdivision at any time prior to January 1, 1995 provided the following conditions are met:

(A) A Declaration of Annexation shall be recorded which obligates the owner of each of said lots to the same duties as the owners of Lots in the subdivision.

(B) The Veterans Administration and Federal Housing Administration shall approve the annexation.

(C) Westchester Drive north of the northern line of the cul-de-sac of Esquire Court and Carriage House Court shall be paved.

(5) As long as there is a Class B membership the following actions will require prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Community Use Areas, and Amendment to this Declaration.

P.

Captions

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

Q.

Notice

All notices provided for or permitted pursuant to these Restrictions shall be in writing and, except as is herein expressly otherwise provided, notice shall be deemed sufficient and service thereof completed upon hand-delivery or receipt, refusal or nondelivery of same when mailed postage prepaid to the party to or upon whom notice is being given or served at the address of such party last reflected on the records of the Corporation.

R.

Liberal Construction

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

S.

Mortgagee Joinder

Ricky K. Brown, Trustee and Branch Banking and Trust Company join in the execution of this instrument to consent to the terms of same pursuant to the deed of trust recorded in Book 1162, Page 992 and any other deed of trust held by Branch Banking and Trust Company.

T.

Easements Reserved

Declarant reserves and excepts a non-exclusive, perpetual right-of-way and easement for ingress, egress, access and the installation and maintenance of utilities over Westchester Drive and Esquire Court as an appurtenance to Lots 12 through 27 as shown on said map.

IN TESTIMONY WHEREOF, Lupton Associates, Inc. had caused this instrument to be executed in its corporate name by its \_\_\_\_\_ President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given; and Carpenter Properties, Inc. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given and Branch Banking and Trust Company has caused this instrument to be executed in its corporate name by its \_\_\_\_\_ President, attested by its Cashier/Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given; and Gary H. Carpenter and wife, Phyllis G. Carpenter Harrell, Sr. and wife, Evelyn Harrell have hereunto set their hands and adopted as their seals the typewritten word "SEAL" appearing beside their names, all done this the day and year first above written and Ricky K. Brown, Trustee, has hereunto set his hand and adopted as his seal the typewritten word "SEAL" appearing beside his name, this the day and year first above written.

✓ CARPENTER PROPERTIES, INC.

By: *A. H. Coats* President

ATTEST: *Phyllis G. Carpenter* Secretary

✓ LUPTON ASSOCIATES, INC.

By: *J. Bruce Lupton* (SEAL) President

ATTEST: *James R. Lupton* Secretary

✓ BRANCH BANKING AND TRUST COMPANY

By: *H. R. W.* (SEAL) President

ATTEST: *Bruce R. Coats* Cashier/Secretary

✓ *Ricky K. Brown* (SEAL) Ricky K. Brown, Trustee

✓ *David W. Lupton* (SEAL) David W. Lupton

✓ *Gary H. Carpenter* (SEAL) Gary H. Carpenter

✓ *Jena Lupton* (SEAL) Jena Lupton

✓ *Phyllis G. Carpenter* (SEAL) Phyllis G. Carpenter

✓ *James Harrell Sr.* (SEAL) James Harrell, Sr.

✓ *Evelyn Harrell* (SEAL) Evelyn Harrell

STATE OF NORTH CAROLINA  
COUNTY OF Jones

BOOK 1267 PAGE 703

I, TAMMY R. BARNETT, a Notary Public in and for said County and State, do hereby certify that on the 6th day of June, 1990, before me personally appeared G.H. Carpenter with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Mavis K. Carpenter is Secretary of CARPENTER PROPERTIES, INC., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said President; that the said President and Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 6th day of June, 1990.

Tammy R. Barnett  
Notary Public

My Commission expires:  
08/01/93

STATE OF NORTH CAROLINA  
COUNTY OF Craven

I, Linda Barrow, a Notary Public in and for said County and State, do hereby certify that on the 2 day of July, 1990, before me personally appeared J. Bruce Lupton with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that James L. Lupton is Secretary of LUPTON ASSOCIATES, INC., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said President; that the said President and Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 2 day of July, 1990.

Linda Barrow  
Notary Public

My Commission expires:  
11/19/91

STATE OF NORTH CAROLINA  
COUNTY OF Craven

I, Les M. Starnes, a Notary Public in and for said County and State, do hereby certify that on the 18 day of July, 1990, before me personally appeared Robert R. Barron with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Brian B. Starnes is Cashier of BRANCH BANKING AND TRUST COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said President; that the said President and Cashier subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 18 day of July,

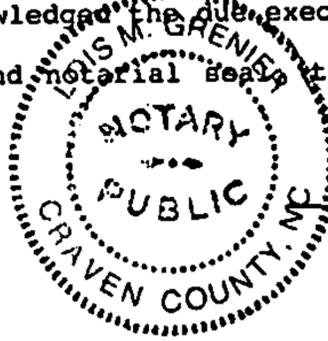


Lois M. Grenier  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF Craven

I, Lois M. Grenier, a Notary Public in and for said County and State, do hereby certify that RICKY K. BROWN, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 18 day of July, 1990.



EXPIRES; 6-23-91

Lois M. Grenier  
Notary Public

My Commission expires:

Dec. 19, 1990

STATE OF NORTH CAROLINA  
COUNTY OF Craven

I, Edna Dale Satter, a Notary Public in and for said County and State, do hereby certify that DAVID W. LUPTON and wife, JENA LUPTON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 13 day of July, 1990.

Edna Dale Satter  
Notary Public

My Commission Expires:

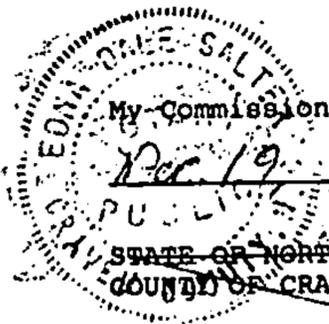
Dec 19, 1990

STATE OF NORTH CAROLINA  
COUNTY OF Craven

I, Edna Dale Satter, a Notary Public in and for said County and State, do hereby certify that JAMES HARRELL, SR. and wife, EVELYN HARRELL personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 8 day of Oct, 1990.

Edna Dale Satter  
Notary Public



My Commission Expires:

Dec 19 1990

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

The foregoing certificates of Notaries Public are certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, North Carolina, in Book \_\_\_\_\_, Page \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M.

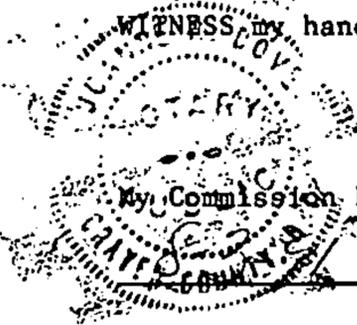
Register of Deeds

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

I, Juanne R DNE, a Notary Public in and for said County and State, do hereby certify that Gary H. Carpenter and wife, Phyllis G. Carpenter personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 19th day of September, 1990.

Juanne R DNE  
Notary Public



My Commission Expires:

State of North Carolina, Craven County  
The foregoing certificate(s) of The above  
Notaries  
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 1267, Page 705.  
This 10 day of Oct, 1990 at 11:00 o'clock AM.  
Register of Deeds  
[Signature]  
Asst. Deputy Register of Deeds

83-0112(A)  
SRGL  
6/14/90  
90-06-01385

1267-98706



Asst. Dir. of Crim. Inv. & Ident. Div.  
FBI  
Washington, D.C. 20535  
Date: \_\_\_\_\_  
To: \_\_\_\_\_  
From: \_\_\_\_\_  
Subject: \_\_\_\_\_