STATE OF NORTH CAROLINA
COUNTY OF PITT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this ____ day of _____, 1997, by E. R. LEWIS, HARVEY R. LEWIS and wife, BRENDA T. LEWIS, and E. R. LEWIS CONSTRUCTION CO., INC., of Pitt County, North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T 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 Willow Run, Section 1, which is more particularly identified as being shown on the map dated May 22, 1996 and recorded in Map Book 47, page 52 of the Pitt County Registry,

Whereas, Declarant proposes to sell and convey certain lots shown on the aforesaid map to be used for residential purposes and to develop said lots, and may develop any additional property that is described in those deeds of record in Book 124 at page 415 and in Book 296 at page 674 of the Pitt County Registry into a well planned community; and,

Whereas, Declarant, prior to selling and conveying the aforesaid residential lots, desires to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit of all of the residential lots in the subdivision in order to promote the best interests and protect the investments of Declarant and Owners,

NOW, THEREFORE, Declarant hereby declares that all of the property herein and any additional property as may be subsequent amendment be added to and subjected to this Declaration 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 the then owners of the lots located within said lands, it is agreed to change said covenants in whole or in part as set forth herein.

S:\S\S\DEED\RES-COV\WILLOWR.COV 96-67

See Instrument recorded In Book 778 Page 512

See Instrument recorded In Book 1443 Page 41

See Instrument recorded In Book 1875 Page 835

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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.

4. This property shall be known, described and restricted to residential purpose only, and no structures shall be erected, placed or permitted to remain on said property other than one single-family dwelling (which may include an attached garage or carport for not more than two cars) and one non-attached outbuilding to be constructed incidental to the residential use of the property.

5. No sign of any kind shall be displayed to the public view on this property except one sign of not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale. Provided that this shall not prohibit a sign at the entranceway(s) reflecting the subdivision name.

6. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept on any portion of the property, except that no more than two domesticated dogs, and cats and small nonoffensive and harmless household pets may be kept by the owner of the property, provided that they are not kept or used for breeding or maintained for any commercial purpose; and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep pets, within reason, (provided that no more than two dogs shall be permitted) but that there will not be allowed on the property an unreasonable number of such animals.

7. The property herein described shall be used for residential purposes only and no business or commercial enterprise may be carried on upon the premises except as permitted by the Greenville City Code. This restriction, however, shall not prevent any support activities in conjunction with the Development such as management offices, maintenance areas, recreational areas, swimming pool, snack areas, central meeting room areas and other such functions normally associated with residential developments.

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8. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit a pick-up truck, up to 3/4 tons in size, which is used by any owner of this property for his personal conveyance, and such truck may be parked upon the property. No mini-bikes, motorbikes, ATVs or similar vehicles shall be used on lawns, unpaved streets or undeveloped areas. No boats, trailers, recreational vehicles or the like shall be parked on the streets of the Development. No stored vehicles (stored vehicles shall be defined as any vehicle left undriven for more than seven days) shall be parked on the streets of the Development. No vehicles covered with tarpaulins, boats, trailers, recreational vehicles or the like shall be parked on a lot other than in a garage or in the back yard of a lot in an area not visible from the street in front of the dwelling or from any portion of the common area. No clotheslines shall be permitted except in the back yard of a lot in an area not visible from the street in front of the dwelling.

9. No lot shall be used or maintained for outside storage of bulk items such as building materials or any other items, or 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 and shall, except on trash pickup days, be located in the back yard of a lot in an area not visible from the street in front of the dwelling.

10. 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.

11. No family dwelling shall be located nearer to the lot lines than permitted by the Greenville City Code.

12. For the purposes of providing for access from the property to any adjacent or surrounding lands, the declarant hereby retains the right to utilize any portion of the property owned by Declarant for the installation of roads, drives or other necessary means of access to such adjacent or surrounding lands, and the installation of such means of access by declarant over any lot owned by Declarant presently located within the property as shown by any recorded map shall not constitute a violation of these restrictive covenants.

13. 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.

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14. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.

15. Drainage and utility easements are reserved on said lots as shown on the recorded plat mentioned above.

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

17. 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 the Declarant or any person or persons owning any real property situated in said development 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 monetary damages.

18. Each lot owner shall be a member of Willow Run of Pitt Homeowners' Association, Inc. and shall remain a member until he ceases to be a lot owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his lot.

19. Each owner of a lot shall be entitled to one vote for each such lot owned.

20. Willow Run of Pitt Homeowners' Association, Inc. will be conveyed the common area as shown on the map recorded in Map Book 47 at page 52; and such other common area as from time to time Declarant elects to convey to the Association that is a portion of the land described in those deeds of record in Book 124 at page 415 and in Book 296 at page 674 of the Pitt County Register of Deeds Office.

21. Willow Run of Pitt Homeowners' Association, Inc. shall have the authority to levy assessments for liability insurance, local taxes, recreational and other common facilities, entryways, signs, cross walks, and such other matters as it deems appropriate. Specifically it shall provide for yard maintenance for all of the common area and to that extent an easement of ingress and egress is granted to such portions of the non-common area as is needed or appropriate to maintain the vegetation and landscaping, in the common areas as directed by the Willow Run of Pitt Homeowners' Association,Inc. In addition, it shall have the right, but not the obligation to provide yard maintenance for all of the non-common area which may be entered without opening an

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enclosure, and to that extent an easement of ingress and egress is granted to such portions of the non-common area as is needed or appropriate to maintain the vegetation or landscaping, in the non-common areas as directed by the Willow Run of Pitt Homeowners' 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 by the Board of Directors of the Association. Provided that assessments for each lot upon which a residence has not been built to completion shall be at the rate of 50% of the assessments attributable to lots upon which a residence has been built to completion, provided that all lots shall be assessed at the same rate no later than the end of the "Declarant Control Period" as hereafter defined. Such assessments shall be a lien on the lots against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the lien may be foreclosed and the lot sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws.

(a) The personal obligation for assessments which are delinquent at the time of transfer of a lot shall not pass to the transferee of said lot unless said delinquent assessments are expressly assumed by said transferee.

(b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, regarding the status of the assessments against said lot and such transferee's lot shall not be subject to a lien for any unpaid assessments against such lot in excess of the amount therein set forth.

(c) Where a first mortgagee or other person claiming through such first mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment in lieu of foreclosure, obtains title to a lot, the liability of such first mortgagee or such other person for assessments shall be only for the assessments or installments thereof that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a lot shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

(d) Without releasing the transferor from any liability thereof, any unpaid portion of assessments which is not a lien under (b) above or resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust or by foreclosure thereof or by deed or assignment in lieu of such foreclosure, shall be a common expense collectible from all lot owners, including the transferee under (b) above and the first mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment in lieu of foreclosure.

No lot owner may exempt himself from liability for his share of the common expenses assessed by the association by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot or otherwise.

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22. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or part by an instrument signed by not less that eighty percent (80%) of the Lot Owners provided, that no amendment shall alter any obligation to pay assessments to benefit the Common Use Areas, as herein provided, affect any lien for the payment of same or alter any rights reserved by Declarant. To be effective any amendment must be recorded in the Office of the Register of Deeds of Pitt County, North Carolina and a marginal entry of same must be signified on the face of this document.

23. Declarant reserves the right to incorporate such part or all of the remainder of the property described those deeds of record in Book 124 at page 415 and in Book 296 at page 674 of the Pitt County Registry 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.

24. No satellite television reception dish of greater than 24 inch diameter shall be erected, placed or allowed to remain on any lot. No television antennae or radio antennae in excess of 10 feet in height may be erected on any structure on any lot. Any satellite television reception dish no greater than 24 inch diameter or any television antennae or radio antennae not in excess of 10 feet in height shall be, to the extent possible, hidden from view from the street in front of the dwelling.

25. No building, fence, wall, stormdoor, screendoor, mailbox, or other structure shall be commenced, erected or maintained upon such area, nor shall any exterior addition or change (including a change of materials, but not including a change of color) to any structure 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 architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as hereafter defined, and after the "Declarant Control Period", by the Board of Directors.

26. During the "Declarant Control Period", as hereafter defined, the Declarant shall have the following rights: to maintain sales offices, management offices, models and signs advertising the project; to use easements through the common elements; to elect, appoint or remove members of the Architectural Committee during the declarant control period; to

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elect, appoint or remove members of the Board during the declarant control period; provided, however, (i) that not later than 60 days after conveyance of twenty-five percent (25%) of the lots to owners other than a declarant, at least one member and not less than twenty-five percent (25%) of the members of the executive board shall be elected by owners other than the declarant; and (ii) that not later than 60 days after conveyance of fifty percent (50%) of the lots to owners other than a declarant, not less than thirty-three percent (33%) of the members of the executive board shall be elected by owners other than the declarant; and to add additional real estate.

The "Declarant Control Period" shall mean the period commencing on the date hereof and continuing until the earlier of (i) the date seven (7) years after the date of the first conveyance of a lot to a lot owner other than a declarant; or (ii) the date upon which declarant surrenders control of the project; or (iii) one hundred twenty (120) days after conveyance of seventy-five (75%) percent of the lots (including lots which may be created pursuant to special declarant rights) to lot owners other than a declarant; or (iv) two (2) years after the declarant has ceased to offer lots for sale in the ordinary course of business; or (v) two (2) years after any development right to add new lots was last exercised.

BURNEY S. WARREN III, Trustee and BRANCH BANKING & TRUST COMPANY join this instrument for the purpose of subordinating to this instrument, the lien of the Deed of Trust dated dated the 28th day of April, 1995, recorded in Book 572, Page 312 in the Office of Register of Deeds of Pitt County, North Carolina.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(SEAL)
E. R. LEWIS

(SEAL)
HARVEY R. LEWIS

(SEAL)
BRENDA T. LEWIS

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NATTON, DAVIS & BARNHILL, P.A. ATTORNEYS AT LAW GREENVILLE, N. C. 27835-0888

BOOK 706 PAGE 464

E. R. LEWIS CONSTRUCTION CO., INC.

By: _____
(Vice) President

ATTEST:

_____
Secretary

_____ (SEAL)
BURNEY S. WARREN III, Trustee

BRANCH BANKING & TRUST COMPANY

BY: _____
(VICE) PRESIDENT

ATTEST:

_____
(ASSISTANT) SECRETARY

NORTH CAROLINA
PITT COUNTY

I, Kimberly P. Dunn, a Notary Public in and for the aforesaid County and State, do hereby certify that E. R. LEWIS personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 10 day of February, 1997.

_____
Notary Public

My Commission Expires: 4/19/98

KIMBERLY P. DUNN NOTARY PUBLIC PITT COUNTY, NC

MATTOX, DAVIS & BARNHILL, P.A. ATTORNEYS AT LAW GREENVILLE, N. C. 27835-0686

S:\S\B\DEED\RES-CON\WILLIAMS.CON 96-67

NORTH CAROLINA
PITT COUNTY

I, Kimberly P. Dunn, a Notary Public in and for the aforesaid County and State, do hereby certify that HARVEY R. LEWIS and wife, BRENDA T. LEWIS personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 10 day of February, 1997.

Kimberly P. Dunn
Notary Public

My Commission Expires: 4/19/98

NORTH CAROLINA
PITT COUNTY

I, Gary B. Davis, a Notary Public in and for the aforesaid County and State, do hereby certify that Ethel Andrews personally appeared before me this day and acknowledged that she is Secretary of E. R. LEWIS CONSTRUCTION CO., INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by herself as Secretary.

Witness my hand and notarial seal, this the 11th day of February, 1997.

Notary Public

My Commission Expires: 9/28/99

GARY B. DAVIS
NOTARY PUBLIC
PITT COUNTY, N. C.

MATTOX, DAVIS & BARNHILL, P.A. ATTORNEYS AT LAW GREENVILLE, N. C. 27835-0688

BOOK 706 PAGE 466

NORTH CAROLINA
PITT COUNTY

I, Emma L. Grice, a Notary Public in and for the State of North Carolina, do hereby certify that Burney S. Warren III, acting as Trustee, 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 7th day of February, 1997.

My Commission expires: 8/15/2000 Emma L. Grice
Notary Public

NORTH CAROLINA
PITT COUNTY

I, Emma L. Grice, a Notary Public in and for the aforesaid County and State, do hereby certify that John R. Bunting personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of BRANCH BANKING & TRUST COMPANY, a state chartered banking corporation duly organized, chartered, and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the forgoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by himself/herself as (Assistant) Secretary.

Witness my hand and Notarial Seal, this the 7th day of February, 1997.

My Commission expires: 8/15/2000 Emma L. Grice
Notary Public

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Kimberly P. Dunn, Gary B. Davis and Emma L. Grice
Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:09 o'clock P M. this 11th day of February 19 97.

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

MATTOX, DAVIS & BARNHILL, P.A. ATTORNEYS AT LAW GREENVILLE, N. C. 27833-0666

BOOK 778 PAGE 512

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILLOW RUN SECTION 2
(SEE BOOK 706 PAGE 457)

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by E. R. LEWIS, HARVEY R. LEWIS and wife, BRENDA T. LEWIS hereinafter referred to as "Developer";

WHEREAS, Developer is the owner of a portion of that certain tract or parcel of land in Pitt County, State of North Carolina, and more particularly described in deeds of record in Book 124 at page 415 and in Book 296 at page 674 of the Pitt County Registry and in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW RUN, SECTION ONE recorded in Book 706, Page 457 of the Pitt County Register of Deeds Office (hereinafter "Original Declaration"); and

WHEREAS, Developer now wishes to amend the Original Declaration pursuant to Developer's rights to amend said Original Declaration as contained in paragraph 23 by adding and delineating a portion of said property as hereafter described.

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described as follows:

> Being all of the area as shown on the plat of Willow Run Subdivision Section 2 prepared by Stroud Engineering, P.A. and recorded in Map Book 48 page 126 and 126A of the Pitt County Register of Deeds Office.

shall be impressed with and subject to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW RUN recorded in Book 706, Page 457 of the Pitt County Register of Deeds Office, the same as if originally set out therin.

GBD \CAL\WILLOW2.amd

Filed 1054

MATTOX, DAVIS, BARNHILL & DAWSON, P.A. ATTORNEYS AT LAW GREENVILLE, N.C. 27835-0888

See Instrument recorded in Book 875 Page 835

BOOK 778 PAGE 513

In Testimony Whereof, the said Developer has hereunto set his hand and seal the day and year first above written.

E. R. Lewis (SEAL)
E. R. LEWIS

(SEAL)
HARVEY R. LEWIS

Brenda T. Lewis (SEAL)
BRENDA T. LEWIS

NORTH CAROLINA
PITT COUNTY

I, Melinda McLamb Nimmo, a Notary Public in and for the aforesaid County and State, do hereby certify that E. R. LEWIS personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 10th day of December, 1997.

Melinda McLamb Nimmo
Notary Public

My Commission Expires:

OFFICIAL SEAL
MELINDA McLAMB NIMMO
NOTARY PUBLIC - NORTH CAROLINA
PITT COUNTY
My Comm. Expires 9/18/2000

NORTH CAROLINA
PITT COUNTY

I, Melinda McLamb Nimmo, a Notary Public in and for the aforesaid County and State, do hereby certify that HARVEY R. LEWIS and wife, BRENDA T. LEWIS personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 10th day of December, 1997.

Melinda McLamb Nimmo
Notary Public

My Commission Expires:

OFFICIAL SEAL
MELINDA McLAMB NIMMO
NOTARY PUBLIC - NORTH CAROLINA
PITT COUNTY
My Comm. Expires 9/18/2000

GRD \CAL\WILLCHR2.mmd 2

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

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:51 o'clock P M. this 11 day of December 19 97.

ANNIE G. HOLDER, Register of Deeds
By Deborah Bannerton
Assistant/Deputy Register of Deeds

MATTOX, DAVIS, BARNHILL & DAWSON, P.A. ATTORNEYS AT LAW GREENVILLE, N.C. 27835-0888

BOOK 1443 PAGE 041

FILED
JUDY J. TART
REGISTER OF DEEDS
03 FEB 11 PM 3:12
PITT COUNTY, N.C.

File: Gary Davis

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILLOW RUN LOTS 18-21, 38-45 AND 73-80 SECTION 3
(SEE BOOK 706 PAGE 457 and BOOK 778 PAGE 512)

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by E. R. LEWIS, HARVEY R. LEWIS and wife, BRENDA T. LEWIS hereinafter referred to as "Developer";

WHEREAS, Developer is the owner of a portion of that certain tract or parcel of land in Pitt County, State of North Carolina, and more particularly described in deeds of record in Book 124 at page 415 and in Book 296 at page 674 of the Pitt County Registry and in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW RUN, SECTION ONE recorded in Book 706, Page 457 of the Pitt County Register of Deeds Office (hereinafter "Original Declaration"); and

WHEREAS, Developer now wishes to amend the Original Declaration pursuant to Developer's rights to amend said Original Declaration as contained in paragraph 23 by adding and delineating a portion of said property as hereafter described.

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described as follows:

GRD \CAS\WILLOW13.amd

See Instrument recorded
in Book 1875 Page 835

BOOK 1443 PAGE 042

Being all of lots #18-21, 38-45, and 73-80 as shown on the plat of Willow Run Subdivision Section 3 prepared by Stroud Engineering, P.A. and recorded in Map Book 59 page 1 and of the Pitt County Register of Deeds Office.

shall be impressed with and subject to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW RUN recorded in Book 706, Page 457 of the Pitt County Register of Deeds Office, the same as if originally set out therein.

In Testimony Whereof, the said Developer has hereunto set his hand and seal the day and year first above written.

E. R. Lewis (SEAL)
E. R. LEWIS

Harvey R. Lewis (SEAL)
HARVEY R. LEWIS

Brenda T. Lewis (SEAL)
BRENDA T. LEWIS

NORTH CAROLINA
PITT COUNTY

I, Kimberly P Dunn, a Notary Public in and for the aforesaid County and State, do hereby certify that E. R. LEWIS personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 10 day of February, 2003.

Kimberly P. Dunn
Notary Public

My Commission Expires: 4/19/2003

KIMBERLY P. DUNN NOTARY PUBLIC PITT COUNTY, NC

GBD \CAL\WILLOW3.and

BOOK 1443 PAGE 043

NORTH CAROLINA
PITT COUNTY

I, Kimberly P. Dunn, a Notary Public in and for the aforesaid County and State, do hereby certify that HARVEY R. LEWIS and wife, BRENDA T. LEWIS personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 10 day of February, 2003.

Kimberly P. Dunn
Notary Public

My Commission Expires: 4/19/2003

KIMBERLY P. DUNN
NOTARY
PUBLIC
PITT COUNTY, NC

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

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:12 o'clock P M. this 11 day of February 20 03.

JUDY J. TART, Register of Deeds

By _____ Assistant/Deputy Register of Deeds

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BOOK 1875 PAGE 835

FILED
JUDY J. TART
REGISTER OF DEEDS

05 MAR -9 AM 11:37

PITT COUNTY, NC

Atty: Gary Davis

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILLOW RUN LOTS 11-17; 22-26; 32-37; 82-85 SECTION 3
(SEE BOOK 706 PAGE 457 and BOOK 778 PAGE 512 and
BOOK 1443 PAGE 41)

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by E. R. LEWIS, HARVEY R. LEWIS and wife, BRENDA T. LEWIS hereinafter referred to as "Developer";

WHEREAS, Developer is the owner of a portion of that certain tract or parcel of land in Pitt County, State of North Carolina, and more particularly described in deeds of record in Book 124 at page 415 and in Book 296 at page 674 of the Pitt County Registry and in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW RUN, SECTION ONE recorded in Book 706, Page 457 of the Pitt County Register of Deeds Office (hereinafter "Original Declaration"); and

WHEREAS, Developer now wishes to amend the Original Declaration pursuant to Developer's rights to amend said Original Declaration as contained in paragraph 23 by adding and delineating a portion of said property as hereafter described.

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described as follows:

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BOOK 1875 PAGE 836

Being all of lots 11-17; 22-26; 32-37; and 82-85 inclusive as shown on the plat of Willow Run Subdivision Section 3 prepared by Stroud Engineering, P.A. and recorded in Map Book 59 page 1 and of the Pitt County Register of Deeds Office.

shall be impressed with and subject to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW RUN recorded in Book 706, Page 457 of the Pitt County Register of Deeds Office, the same as if originally set out therein.

In Testimony Whereof, the said Developer has hereunto set his hand and seal the day and year first above written.

E. R. Lewis (SEAL)
E. R. LEWIS

Harvey R. Lewis (SEAL)
HARVEY R. LEWIS

Brenda T. Lewis (SEAL)
BRENDA T. LEWIS

NORTH CAROLINA
PITT COUNTY

I, Kimberly P. Dunn, a Notary Public in and for the aforesaid County and State, do hereby certify that E. R. LEWIS personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 7th day of March, 2005.

Kimberly P. Dunn
Notary Public

My Commission Expires:
4-19-2008

KIMBERLY P. DUNN
NOTARY PUBLIC
PITT COUNTY, NC

S:\SHARED\GARY\CAL\WILLOW3A.AMD.wpd

BOOK 1875 PAGE 837

NORTH CAROLINA
PITT COUNTY

I, Kimberly P. Dunn, a Notary Public in and for the aforesaid County and State, do hereby certify that HARVEY R. LEWIS and wife, BRENDA T. LEWIS personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 7th day of March, 2005.

Kimberly P. Dunn
Notary Public

My Commission Expires:
4-19-2008

KIMBERLY P. DUNN
NOTARY
PUBLIC
PITT COUNTY, NC

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Kimberly P. Dunn

Notary(ies) Public is (are) certified to be correct. Filed for registration at 11:37 o'clock A M. this 9 day of March 20 05.

JUDY J. TART, Register of Deeds
By Deborah Bannerman
Assistant/Deputy Register of Deeds

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Doc ID: 000396030003 Type: CRP
Recorded: 03/23/2006 at 11:14:20 AM
Fee Amt: $20.00 Page 1 of 3
Pitt County, NC
Judy J. Tart Register of Deeds
BK 2086 PG 361-363

File: Gary Davis

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILLOW RUN LOTS 2-10; 27-31; 86-90 SECTION 3
(SEE BOOK 706 PAGE 457 and BOOK 778 PAGE 512 and
BOOK 1443 PAGE 41 and BOOK 1875 PAGE 835)

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by E. R. LEWIS, HARVEY R. LEWIS and wife, BRENDA T. LEWIS hereinafter referred to as "Developer";

WHEREAS, Developer is the owner of a portion of that certain tract or parcel of land in Pitt County, State of North Carolina, and more particularly described in deeds of record in Book 124 at page 415 and in Book 296 at page 674 of the Pitt County Registry and in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW RUN, SECTION ONE recorded in Book 706, Page 457 of the Pitt County Register of Deeds Office (hereinafter "Original Declaration"); and

WHEREAS, Developer now wishes to amend the Original Declaration pursuant to Developer's rights to amend said Original Declaration as contained in paragraph 23 by adding and delineating a portion of said property as hereafter described.

NOW THEREFORE, the Developer does hereby publish and declare that all of the property described as follows:

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Being all of lots 2-10, 27-31, and 86-90 inclusive as shown on the plat of Willow Run Subdivision Section 3 prepared by Stroud Engineering, P.A. and recorded in Map Book 59 page 1 and of the Pitt County Register of Deeds Office.

shall be impressed with and subject to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW RUN recorded in Book 706, Page 457 of the Pitt County Register of Deeds Office, the same as if originally set out therein.

In Testimony Whereof, the said Developer has hereunto set his hand and seal the day and year first above written.

E. R. Lewis (SEAL)
E. R. LEWIS

Harvey R. Lewis (SEAL)
HARVEY R. LEWIS

Brenda T. Lewis (SEAL)
BRENDA T. LEWIS

NORTH CAROLINA
PITT COUNTY

I, Ashleigh Berry, a Notary Public in and for the aforesaid County and State, do hereby certify that E. R. LEWIS personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 22nd day of March, 2006.

Ashleigh Berry
Notary Public

My Commission Expires: Aug 19 2009

ASHLEIGH BERRY NOTARY PUBLIC PITT COUNTY NC

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NORTH CAROLINA
PITT COUNTY

I, Ashleigh Berry, a Notary Public in and for the aforesaid County and State, do hereby certify that HARVEY R. LEWIS and wife, BRENDA T. LEWIS personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 22nd day of March, 2006.

Ashleigh Berry
Notary Public

My Commission Expires: Aug 19 2009

ASHLEIGH BERRY
NOTARY
PUBLIC
PITT COUNTY, NC