Prepared by & return to: Gregory K. James, Attorney

STATE OF NORTH CAROLINA

COUNTY OF PITT

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OF

WINDSOR DOWNS, PHASE II

THIS DECLARATION, made this the 6th day of October, 2006, by THE LAURA BRUCE GARRIS WEIGUM LIVING TRUST, under agreement dated November 12, 1998, acting through Laura Bruce Garris Weigum, Trustee, THE CHARLOTTE STOKES GARRIS LIVING TRUST, under agreement dated December 12, 1996, acting through Laura Bruce Garris Weigum, Trustee and THE MILTON HUGH LLOYD REVOCABLE LIVING TRUST, under agreement dated June 28, 1999, acting through Milton Hugh Lloyd, Trustee, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property (hereinafter known as the "property") lying and being in the City of Greenville, Winterville Township, Pitt County, North Carolina, and being all of Lots 2 through 23 inclusive, Lots 48 through 60 inclusive and Lots 63 through 71 inclusive, Windsor Downs, Phase 11, as shown on plat of record in Map Book 66, Pages 112-113 of the Pitt County Registry, to which map reference is hereby directed for a more particular description of the 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 the property for any purchasers, their heirs, successors and/or assigns, and which shall run with the property or any part thereof, 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 October 1, 2016, 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. If the parties hereto or any of their heirs and/or assigns, shall violate any of the covenants herein, it shall be lawful for any other persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him/her or them from so doing or to recover damages or other dues for such violation.

2. This property shall be known, described and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than one (1) single-family dwelling (which may include an attached garage or carport for not more than three (3) cars and one (1) detached outbuilding to be constructed incidental to the residential use of the property and have the same architectural design (vinyl, brick, shingles, etc.) as the dwelling.

3. The ground floor area of any residence built on any lot in the subdivision, exclusive of one story open porches and garages, shall contain no less than two thousand (2,000) square feet of heated space in the case of a one-story structure; shall not be less than fourteen hundred (1,400) square feet of heated space in the case of a one and one-half story structure; and shall not be less than one thousand (1,000) square feet of heated space in the case of a two-story structure.

4. No noxious or offensive trade or activity shall be carried upon the property, nor shall anything be done thereon which may 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.

5. No structure of a temporary nature, including, but not limited to, a trailer, mobile home, modular 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, modular home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.

6. No sign of any kind shall be displayed to the public view on this property, except one sign 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. This provision shall not preclude the developer from placing one or more entrance signs at the front of the subdivision.

7. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that domesticated dogs, cats and small non-offensive 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 purposes; 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, but that there will not be allowed on the property an unreasonable number of such animals. For example, no owner of any lot within the property will be allowed to keep an unreasonable number of hunting dogs or other such animals in kennels on the property.

8. No barbershops, beauty parlors or shops, or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina, are identified as “cottage industries”. No trade materials or inventories may be stored upon the premises. No business or commercial venture shall be directed or carried on at the property.

9. 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 three quarter (3/4) ton in size, which is used by any owner of this property for his personal conveyance, and such truck may be parked upon the property. Also, the owner of any portion of the property may park thereon a lawn tractor to be used for the upkeep of the property. No minibikes, motorbikes, ATVs or similar vehicles shall be used on lawns, paved or unpaved streets or undeveloped areas. No vehicles, boats, trailers, recreational vehicles or the like shall be parked on the streets of the Development. Any and all recreational vehicles located on a lot in the subdivision must be parked in the backyard of the dwelling and must be concealed by a six (6) foot fence.

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. Only individual portable ramps used for individual personal recreation shall be located on any lot. No recreational structures, such as skateboard, roller blade or bicycle ramps nor basketball goals shall be kept in the street bordering any lot.

13. No clotheslines of any nature shall be placed or erected on any portion of the property.

14. No outside radio or television satellite dish, antenna, or comparable communication device shall be erected placed or permitted on any residential lot in the subdivision; with the exception that one DSS type of reception disk may be installed, provided that the diameter shall not exceed twenty four inches (24") and that its location is first approved in writing by the Declarant or its designee. No transmitting tower or antenna exceeding a height of twenty feet (20') from ground level shall be placed, used or erected on any lot within the subdivision, either temporarily or permanently, and the same shall not be permitted to exist on the property.

15. No fence shall be constructed or built or erected on any lot except a privacy fence constructed of vinyl, pvc, salt treated lumber, redwood or cedar; and any such privacy fence shall be constructed, built or erected only after having obtained written approval for same from Declarant or its designee. It is further provided that no fence of any kind shall be constructed on any lots in the subdivision in the front yard of any lot, said front yard being defined as that particular area of the yard located between the formal entrance of the residence and the street.

16. No junk cars, trucks or other vehicles may be kept on any portion of the property. All vehicles kept on the property must have vehicle tags and be operational.

17. No residence shall be built on any lot within the subdivision on a concrete slab.

18. No family dwelling shall be located nearer to the front lot line than the minimum building setback lines as shown on the recorded map. No family dwelling shall be located nearer than ten feet (10') to any side lot or back lot line. No outbuilding may be located within one hundred feet (100') from the front lot line and shall not be located nearer than ten feet (10') to any side or back lot line.

19. No dwelling, building, structure or outbuilding, of any kind or nature, shall be constructed, erected, placed or altered on any lot on the property until the construction plans, specifications, and plans showing the location of such structures have been approved in writing by Declarant or its designee.

20. For the purposes of providing for access from the property to any adjacent or surrounding lands, the Declarant hereby reserves the right to utilize any portion of the property owned entirely or in part by the Declarant for the installation of roads, drives or any other necessary means of access to such adjacent or surrounding lands, and the installation of such means of access by the Declarant over any lot presently located within the subdivision as shown by the recorded map shall not constitute a violation of these restrictive covenants. The rights reserved in this paragraph are assignable by the Declarant,

21. 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 it shall remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the day and year first above written.

DECLARANT:

LAURA BRUCE GARRIS WEIGUM LIVING TRUST

BY:_____(SEAL)
LAURA BRUCE GARRIS WEIGUM, TRUSTEE

CHARLOTTE STOKES GARRIS LIVING TRUST

BY:_____(SEAL)
LAURA BRUCE GARRIS WEIGUM, TRUSTEE

MILTON HUGH LLOYD REVOCABLE LIVING TRUST

BY:_____(SEAL)
MILTON HUGH LLOYD, TRUSTEE

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, _____, a Notary Public of the aforesaid County and State, hereby certify that LAURA BRUCE GARRIS WEIGUM, TRUSTEE UNDER THE LAURA BRUCE GARRIS WEIGUM LIVING TRUST, dated November 12, 1998, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein contained.

Witness my hand and Official Stamp or Seal, this the _____ day of October, 2006.

_____
Notary Public

My Commission Expires:
_____

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, _____, a Notary Public of the aforesaid County and State, hereby certify that LAURA BRUCE GARRIS WEIGUM, TRUSTEE UNDER THE CHARLOTTE STOKES GARRIS LIVING TRUST, dated December 12, 1996, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein contained.

Witness my hand and Official Stamp or Seal, this the _____ day of October, 2006.

_____
Notary Public

My Commission Expires:
_____

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, _____, a Notary Public of the aforesaid County and State, hereby certify that MILTON HUGH LLOYD, TRUSTEE UNDER THE MILTON HUGH LLOYD REVOCABLE LIVING TRUST, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein contained.

Witness my hand and Official Stamp or Seal, this the _____ day of October, 2006.

_____
Notary Public

My Commission Expires:
_____