

yard which is not fenced with an approved fence shall be subject to the prior approval of the Board of Directors of the Association, or the architectural committee. Provided further, that no more than one tree shall be allowed in the front yard, and no more than one tree shall be allowed in the rear yard (whether or not said rear yard is fenced with an approved fence.)

ARTICLE VIII

USE RESTRICTIONS

Section 1: This property shall be known, described and restricted to residential duplex purposes only, and no business or commercial enterprise shall be carried on upon any lot.

Section 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.

Section 3: 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, and 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 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, but that there will not be allowed on the property an unreasonable number of such animals. Provided, further, that such pets do not constitute a danger or nuisance including, but not by way of limitation, excessive barking or causing property damage, to other Lot owners or to the neighborhood. When outside, any pet must be controlled by a leash. Homeowners and their tenants are responsible for the conduct and waste of their pets. Further, no Owner of any Lot within the property will be allowed to keep or maintain more than two dogs and two cats.

Section 4: All lots, whether occupied or unoccupied, shall be well maintained by the owner and no unattractive growth of vegetation or accumulation of rubbish or debris shall be permitted. No wrecked or junked motor vehicles or vehicles without current license plates and registration shall be permitted to remain upon any lot. No boat, trailer, mobile home, camper, recreational vehicle or truck rated at over one (1) ton shall be permitted to remain for any period of time upon any street or lot. All personal conveyances shall be parked and maintained upon the driveway/concrete area of the property. All trash shall be kept and maintained in approved containers and located behind the premises.

(Amended)
2-8-10

Section 5: No bicycle, skateboard or other entertainment ramps or other temporary or permanent recreational structures may be erected or placed on any street or lot. No bicycle, skateboard or other wheeled transportation device shall be allowed on any sidewalk, with the exception of wheelchairs or other handicap devices. No permanent or

temporary basketball goals shall be permitted at any time upon any street or lot. No flagpoles shall be erected on any lot, with the exception that a flagpole may be erected but only to display the American flag.

Section 6: No barbershop, beauty parlors, or shops, or any commercial or business activity shall be permitted or shall be allowed to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina or the Town of Greenville are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.

Section 7: 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, modular home, basement, tent, shack, garage, barn or other outbuilding shall be permitted to exist on the property as a residence.

Section 8: No sign of any kind shall be displayed to the public view on this property except one sign of not more than six (6) square feet advertising the property for sale, or signs used by a builder, developer, realtor or owner to advertise the property during construction and then for sale. No "For Rent" signs or similar advertisement shall be permitted on any lot until one year after the end of the Declarant Control Period.

Section 9: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials should be kept in a clean and sanitary condition.

Section 10: No fence shall be constructed without prior written consent of the Declarant. In any event, no fence shall be constructed, built or erected on any lot on the property, except for a pressure treated lumber fence; and any such fence shall be constructed, built, or erected at a height no greater than six (6) feet along the exterior lot lines. It is further provided that no fence of any kind shall be constructed on any lots on the property in the front yard of such lot, said front yard being defined as that area of the yard located between the rear corner of the residence and the street. A privacy fence erected in the rear portion of the property used to separate the two units shall not exceed a height greater than six (6) feet.

Section 11: No satellite dish or comparable communication devise, (except a dish no larger than one meter in diameter designed to receive direct broadcast satellite service to be placed in the rear of the lot, (unless installation in the rear of the lot imposes unreasonable expense or delay or precludes reception of an acceptable quality signal) and no transmitting tower or antenna exceeding a height of twelve feet above the roof line, shall be placed, used or erected on any lot within the property, either temporarily or permanently, and same shall not be permitted to exist on the property.

Section 12: All lot owners, within two (2) years of purchasing a lot, shall construct a dwelling approved by declarant to completion. A dwelling shall be deemed to have been constructed to completion if a Certificate of Occupancy has been issued for such dwelling by the duly authorized governmental agency. Any owner of any lot that fails to complete a dwelling within two (2) years of purchase shall offer to sell the property back to the owners herein. The offer to sell, and sale, if any, shall be of fee simple title, by general warranty deed and free and clear of encumbrances. The purchase price shall be the sum of the purchase price paid by the then current owner when he/she/it originally purchased the lot, plus fair market value of any improvements made to the property. The language in this paragraph shall be included in all conveyances of all lots from the owners herein and the Grantee(s) of said conveyance accept this stipulation as binding and enforceable.

Section 13: All garage doors shall be kept closed at all times except when entering or exiting the garage.

Section 14: All mailboxes and supporting posts shall be of a design approved by the Declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as herein defined, and after the "Declarant Control Period", by the Board of Directors.

ARTICLE IX

EASEMENTS

Section 1: All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power line and other public utilities as shall be established by the Declarant or by his predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under, and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the properties. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 2: All Lots and Common Areas shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves, stoops, gutters and downspouts, misaligned common walls, foundation footings and common or party walls including extensions thereof where a portion of said extension may encroach upon adjoining property. Declarant shall have a reasonable construction easement across the Common Area for the purpose of constructing improvements on the Lots.