

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by RICE CONSTRUCTION & DEVELOPMENT COMPANY, A North Carolina Corporation having its principal office in Pitt County, North Carolina and RICE ENTERPRISES, a North Carolina Limited Partnership having its principal offices in 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 in or near the City of Greenville, County of Pitt, State of North Carolina, which is more particularly described as follows:

Beginning at a point which marks the intersection of the southern right-of-way of Laura Lane with the eastern right-of-way of David Drive and thence running N 58-25 E 200.2 feet to a point; thence running S 32-23 E 226.36 feet to a point; thence running S 57-37 W 200.00 feet to a point; thence running N 32-23 W 229.15 feet to the POINT OF BEGINNING and being all of Twin Oaks Towne Homes - Court B as shown on revised map made by Rivers & Associates, Inc., C.E. dated January 9, 1981 and recorded in Map Book 29 at Page 50 of the Pitt County Registry to which reference is made for a more complete and accurate description.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1: "Association" shall mean and refer to TWIN OAKS TOWNE HOMES - COURT B HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Beginning at a point which marks the intersection of the southern right-of-way of Laura Lane with the eastern right-of-way of David Drive and thence running N 58-25 E 200.2 feet to a point; thence running S 32-33 E 226.36 feet to a point; thence running S 57-37 W 200.0 feet to a point; thence running N 32-23 W 229.15 feet to the POINT OF BEGINNING; and being all of Twin Oaks Towne Homes - Court B as shown on revised map made by Rivers & Associates, Inc., C.E. dated January 9, 1981 and recorded in Map Book 29 at Page 50 of the Pitt County Registry to which reference is made for a more complete and accurate description.

THERE IS EXCEPTED FROM THE FOREGOING the unit ownership areas:

PARCEL NO. 1: Commencing at a point which marks the intersection of the southern right-of-way of Laura Lane with the eastern right-of-way of David Drive; thence running S 32-23 E 20.15 feet to a point; thence running N 57-37 E 40.0 feet to the POINT OF BEGINNING; thence running N 57-37 E 134.0 feet to a point; thence running S 32-23 E 55.0 feet to a point; thence running S 57-37 W 134.0 feet to a point; thence running N 32-23 W 55.0 to the POINT OF BEGINNING and being all of Units One (1) through Eight (8) of Twin Oaks Townhomes - Court B as shown on revised map of same and made by Rivers & Associates, C.E. dated July 31, 1981.

PARCEL NO. 2: Commencing at a point which marks the intersection of the southern right of way of Laura Lane with the eastern right-of-way of David Drive; and thence running S 32-23 E 157.15 feet to a point; thence running N 57-37 E 40.0 feet to the POINT OF BEGINNING; thence running N 57-37 E 134.0 feet to a point; thence running S 32-23 E 55.0 feet to a point; thence running S 57-37 W 134.0 feet to a point; thence running N 32-23 W 55.0 feet to the POINT OF BEGINNING, and being all of Units Nine (9) through Sixteen (16) of Twin Oaks Townhomes - Court B as shown on revised map of same made by Rivers & Associates, C.E. dated July 31, 1981.

Section 5: "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6: "Declarant" shall mean and refer to RICE CONSTRUCTION & DEVELOPMENT COMPANY, and RICE ENTERPRISES, their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II  
PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every owner shall have

a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of member has been recorded.

(d) the right of individual owners to the exclusive use of parking spaces as provided in this article.

Section 2: Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3: Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign two vehicle parking space for each dwelling.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: The Association shall have two classes of voting membership.

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Class A. Class A members shall be all Owners, but not including the Declarant for so long as Class B members exist, and shall be entitled to one vote for such Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned, and notwithstanding any other provision herein, shall be assessed at the same as the Class A membership rate. Class B membership shall cease, if not sooner terminated as provided herein on September, 1990. Class B membership shall cease and be converted to Class A membership when eight (8) of the planned sixteen (16) lots have been deeded by the Declarant to Class A members and further that only lot owners shall be Class A members and no lot shall be entitled to more than or less than one vote.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the

acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of homes situated upon said Lots or for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the payment of charges for common television antenna service to Townhouse Lots, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3: Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty (\$240.00) Dollars, per Lot, prorated for the remainder of said year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for the next succeeding two (2) years may be increased above that established by the Consumer Price Index formula by a vote of the members and for each succeeding period of two (2) years, thereafter, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) per cent 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 60 days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Except as provided for, Class B members, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable

charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessment. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape or deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages. The lien of 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 mortgage foreclosure or any proceeding in lieu thereof, 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.

Section 10: Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

PARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and binding on the parties.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1: Types of Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Townhouse Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care of roofs, gutters downspouts, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

Section 2: Costs Subject to Assessments. In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, or tenants, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement, or repairs, shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior additions to or change or alteration therein 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. For the purpose of this Article, storm windows and a storm door on the rear entrance may be placed and maintained on townhouses without need for approval of the architectural committee; but a storm door placed and maintained at the entrance, or front door, to a townhouse must be approved by the architectural committee in accordance with the provisions of this Article.

ARTICLE VIII

USE RESTRICTIONS

Section 1: Land Use and Building Type. No Lot shall be used except for residential purposes.

Section 2: Nuisance. 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.

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Section 3: Animals. 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 that they are not kept or maintained for commercial purposes.

Section 4: Outside Antennas. No outside radio or television antennas shall be erected on any Townhouse unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 5: Additional Structure. No additional structure or improvements shall be added to or built to the townhouse structure on each lot without permission of the Board of Directors.

ARTICLE IX

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 in the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

All lots and Common Areas shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by Declarant to the extent that such initial improvements actually encroach, including, but not limited to, such items as overhanging eaves, stoops, chimneys, bay windows, gutters and downspouts, misaligned common walls, foundation footings and walls. Declarant shall have a reasonable construction easement across the Common Area for the purpose of constructing improvements on the lots.

ARTICLE X

GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of 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 ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Except as herein provided in Section 5 in this Article, additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of each class members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, RICE CONSTRUCTION & DEVELOPMENT COMPANY, has caused this instrument to be executed in its name by its President and attested to by its Secretary with its corporate seal affixed hereto, and RICE ENTERPRISES has caused this instrument to be signed by James G. Rice, its General Partner with his hand and seal affixed hereto this the 3rd day of <sup>August</sup> ~~July~~, 1981.



Linda M. Nail  
Asst Secretary

RICE CONSTRUCTION & DEVELOPMENT COMPANY  
BY: James G. Rice  
President

RICE ENTERPRISES  
BY: James G. Rice (SEAL)  
James G. Rice, General Partner

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NORTH CAROLINA

PIIT COUNTY

I, Betsy T. Lee, a Notary Public do hereby certify that Linda M. Dail, personally appeared before me and acknowledged that she is Asst. Secretary of Rice Construction & Development Company and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Asst. Secretary.

WITNESS my hand and notarial seal, this the 4th day of July, 1981.



Betsy T. Lee  
Notary Public

My commission expires: 8-28-85

NORTH CAROLINA

PIIT COUNTY

I, Betsy T. Lee, a Notary Public do hereby certify that James G. Rice, General Partner of Rice Enterprises, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

WITNESS my hand and notarial seal, this the 4th day of July, 1981.



Betsy T. Lee  
Notary Public

My commission expires: 8-28-85

NORTH CAROLINA

PIIT COUNTY

The foregoing certificate of Betsy T. Lee, a  
Notary Public for Pittco, NC is certified to be correct.

Filed for registration at 12:31 o'clock P.m. this 4th day  
of August, 1981.

PITT COUNTY REGISTER OF DEEDS

BY: Quirad J. Allred

See Instrument recorded  
In Book K54 Page 849

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MSS PARTNERSHIP, a general partnership composed of COLLICE C. MOORE, F. DRUCE SAUTER and S. HOWARD SHEARIN, JR., all of Pitt County, North Carolina, and TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION, a North Carolina nonprofit corporation with its principal office in Pitt County, North Carolina, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION is the owner of certain property in the City of Greenville, County of Pitt, State of North Carolina, which is more particularly described as follows:

Tract 1:

From a concrete monument located at the point of intersection of the southeastern right-of-way line of Laura Lane with the northeastern right-of-way line of David Drive and then running S 32-23 E 229.15 feet to the point of BEGINNING; then running N 57-37 E 200.0 feet to a point; then running S 32-23 E 227.75 feet to a point; then running S 57-37 W 200.0 feet to a concrete monument located in the northeastern right-of-way line of David Drive; then running along the northeastern right-of-way line of David Drive N 32-23 W 227.75 feet to the point of BEGINNING.

Tract 2:

From a concrete monument located at the point of intersection of the southeastern right-of-way line of Laura Lane with the northeastern right-of-way line of David Drive and then running S 32-23 E 118.345 feet to the point of BEGINNING; then running N 57-37 E 200.00 feet to a point; then running S 32-23 E 110.805 feet to a point; then running S 57-37 W 200.00 feet to a point located in the northeastern right-of-way line of David Drive; then running along the northeastern right-of-way line of David Drive N 32-23 W 110.805 feet to the point of BEGINNING.

WHEREAS, MSS Partnership is the owner of Units in Twin Oaks Townhomes, located in the City of Greenville, Pitt County, North Carolina, and more particularly described as follows:

Tract 1: Units 1 through 8 and Units 9 through 16, all as shown on revised map of survey of TWIN OAKS TOWN HOMES COURT "A" prepared by Rivers & Associates, Inc., dated July 31, 1981, and recorded in Map Book 29, Page 183, Pitt County Registry.

Tract 2: Units 9 through 16, all as shown on revised map of survey of TWIN OAKS TOWN HOMES COURT "B" prepared by Rivers & Associates, Inc., dated July 31, 1981, and recorded in Map Book 29, Page 184, Pitt County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first unit is described as follows:

Tract 1:

From a concrete monument located at the point of intersection of the southeastern right-of-way line of Laura Lane with the northeastern right-of-way line of David Drive and then running S 32-23 E 229.15 feet to the point of BEGINNING; then running N 57-37 E 200.0 feet to a point; then running S 32-23 E 227.75 feet to a point; then running S 57-37 W 200.0 feet to a concrete monument located in the northeastern right-of-way line of David Drive; then running along the northeastern right-of-way line of David Drive N 32-23 W 227.75 feet to the point of BEGINNING.

EXCEPTED from the above are the following Unit ownership areas: Units 1 through 8 and Units 9 through 16, all as shown on revised map of survey of TWIN OAKS TOWN HOMES COURT "A" prepared by Rivers & Associates, Inc., dated July 31, 1981, and recorded in Map Book 29, Page 183, Pitt County Registry.

Tract 2:

From a concrete monument located at the point of intersection of the southeastern right-of-way line of Laura Lane with the northeastern right-of-way line of David Drive and then running S 32-23 E 118.345 feet to the point of BEGINNING; then running N 57-37 E 200.00 feet to a point; then running S 32-23 E 110.805 feet to a point; then running S 57-37 W 200.00 feet to a point located in the northeastern right-of-way line of David Drive; then running along the northeastern right-of-way line of David Drive N 32-23 W 110.805 feet to the point of BEGINNING.

EXCEPTED from the above are the following Unit ownership areas: Units 9 through 16, all as shown on revised map of survey of TWIN OAKS TOWN HOMES COURT "B" prepared by Rivers & Associates, Inc., dated July 31, 1981, and recorded in Map Book 29, Page 184, Pitt County Registry.

Section 5. "Unit" shall mean and refer to any plot of land upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to MSS PARTNERSHIP and TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION, their successors and assigns.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment,

in common with all other Owners, in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by two-thirds (2/3) of the members has been recorded.

(d) the right of individual Owners to the exclusive use of parking spaces as provided in this article.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Unit shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Unit as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign two vehicle parking spaces for each dwelling.

ARTICLE III

Membership and Voting Rights

Section 1. Every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. Members shall be entitled to one vote for each Unit owned. When more than one persons holds an interest in any Unit, all such persons shall be members. The Vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special

assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of Townhomes situated upon Units or for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the payment of charges for common television antenna service to Townhouse Units, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment shall be One hundred and eighty (180) Dollars, per Unit, prorated for the remainder of said year.

(a) From and after January 1 of the year immediately following the recording of

this Declaration, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the twelve months ending on the last day of the preceding month of July.

(b) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment for the next succeeding two (2) years may be increased above that established by the Consumer Price Index formula by a vote of the members and for each succeeding period of two (2) years, thereafter, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the

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purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting and shall set forth the purpose of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments.  
Due Dates. The annual assessments provided for herein shall commence as to all Units on the first day of August, 1982. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of

the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment.

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape or deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 9. Subordination of the Lien to Mortgages.

The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, 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 Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property

dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization

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exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and binding on the parties.

ARTICLE VI

Exterior Maintenance

Section 1. Types of Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Townhome Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care of roofs, gutters downspouts, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Unit at all reasonable times to perform maintenance as provided in this Article.

Section 2. Costs Subject to Assessments. In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, or tenants, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in

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North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement, or repairs, shall be added to and become a part of the assessment to which such Unit is subject.

ARTICLE VII

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior additions to or change or alteration therein 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. For the purpose of this Article, storm windows and a storm door on the rear entrance may be placed and maintained on Townhomes without need for approval of the architectural committee; but a storm door placed and maintained at the entrance, or front door, to a Townhome must be approved by the architectural committee in accordance with the provisions of this Article.

ARTICLE VIII

Use Restrictions

Section 1. Land Use and Building Type. No Unit shall be used except for residential purposes.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Unit nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Unit or in any dwelling.

Section 4. Outside Antennas. No outside radio or television antennas shall be erected on any Townhouse unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 5. Vehicles. Only passenger cars and/or trucks of one-quarter ton capacity or less shall be permitted to utilize parking spaces. Boats, trailers, recreational vehicles and large trucks of over one-quarter ton capacity are expressly prohibited.

Section 6. Additional Structure. No additional structure shall be added to or built to the Townhome structure on each Unit without permission of the Board of Directors.

ARTICLE IX

Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 in the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

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All Units and Common Areas shall be subject to easements for the encroachment of initial improvements constructed on adjacent Units by Declarant to the extent that such initial improvements actually encroach, including, but not limited to, such items as overhanging eaves, stoops, chimneys, bay windows, gutters and downspouts, misaligned common walls, foundation footings and walls. Declarant shall have a reasonable construction easement across the Common Area for the purpose of constructing improvements on the Units.

ARTICLE X

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of 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 ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%)

percent of the Unit Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Unit Owners. Any amendment must be recorded.

Section 4. Annexation. Except as herein provided in Section 5 in this Article, additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of the members.

IN WITNESS WHEREOF, the Declarant, has executed and sealed instrument this the 29th day of June, 1982.

MSS PARTNERSHIP

By: Collice C. Moore (SEAL)  
COLLICE C. MOORE

By: F. Bruce Sauter (SEAL)  
F. BRUCE SAUTER

By: S. Howard Shearin, Jr. (SEAL)  
S. HOWARD SHEARIN, JR.

TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION

By: F. Bruce Sauter (SEAL)  
President



Attest:

James L. Warren  
Secretary

NORTH CAROLINA  
PITT COUNTY

I, James L. Warren, a Notary Public of the aforesaid County and State, do hereby certify that COLLICE C. MOORE, F. BRUCE SAUTER and S. HOWARD SHEARIN, JR., general partners of MSS PARTNERSHIP, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the 29th day of June, 1982.



James L. Warren  
Notary Public

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NORTH CAROLINA  
PITT COUNTY

I, Janice Ireland Mills, a Notary Public of the aforesaid County and State, do hereby certify that JANE B. WARREN, personally appeared before me this day and acknowledged that she is Secretary of TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by JANE B. WARREN as its Secretary.

29<sup>th</sup> WITNESS my hand and official seal, this the day of June, 1982.



Janice Ireland Mills  
Notary Public

Commission Expires:

3-15-87

NORTH CAROLINA: Pitt County  
The foregoing certificate of Paula Ireland Mills, P. of Pitt Co. NC  
is certified to be correct.  
Filed for registration at 1:23 o'clock P. M. this 29<sup>th</sup> day of June, 1982

ELVIRA T. AGLAN, Register of Deeds

by Dorothy J. McDougal, Act.

OWEN G. DUNN CO. 1982

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by DENNIS I. HARRIS, JR., KEYMA D. HARRIS and CORNELIUS JACKSON HARRIS, all of Pitt County, North Carolina, and TWIN OAKS TOWNHOMES COURT B - BUILDING 1 HOMEOWNERS ASSOCIATION, a North Carolina nonprofit corporation with its principal office in Pitt County, North Carolina, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, TWIN OAKS TOWNHOMES COURT B - BUILDING 1 HOMEOWNERS ASSOCIATION is the owner of certain property in the City of Greenville, County of Pitt, State of North Carolina, which is more particularly described as follows:

BEGINNING at a concrete monument located at the point of intersection of southeastern right-of-way line of Laura Lane with the northeastern right-of-way line of David Drive and then running along the southeastern right-of-way line of Laura Lane N 58-25 E 200.02 feet to a point; then running S 32-23 E 115.555 feet to a point; then running S 57-37 W 200.0 feet to the northeastern right-of-way line of David Drive; then running with said right-of-way line N 32-23 W 118.345 feet to the point of BEGINNING.

WHEREAS, DENNIS I. HARRIS, JR., KEYMA D. HARRIS and CORNELIUS JACKSON HARRIS are all of the owners of the Units in Twin Oaks Townhomes Court B - Building 1, located in the City of Greenville, Pitt County, North Carolina, and more particularly described as follows:

Units 1 through 8, all as shown on revised map of survey of TWIN OAKS TOWN HOMES COURT "B" prepared by Rivers & Associates, Inc., dated July 31, 1981, and recorded in Map Book 29, Page 184, Pitt County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to TWIN OAKS TOWNHOMES COURT B - BUILDING 1 HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first unit is described as follows:

BEGINNING at a concrete monument located at the point of intersection of southeastern right-of-way line of Laura Lane with the northeastern right-of-way line of David Drive and then running along the southeastern right-of-way line of Laura Lane N 58-25 E 200.02 feet to a point; then running S 32-23 E 115.555 feet to a point; then running S 57-37 W 200.0 feet to the northeastern right-of-way line of David Drive; then running with said right-of-way line N 32-23 W 118.345 feet to the point of BEGINNING.

EXCEPTED from the above are the following Unit ownership areas: Units 1 through 8, all as shown on revised map of survey of TWIN OAKS TOWN HOMES COURT "B" prepared by Rivers & Associates, Inc., dated July 31, 1981, and recorded in Map Book 29, Page 184, Pitt County Registry.

Section 5. "Unit" shall mean and refer to any plot of land upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to DENNIS I. HARRIS, JR., KEYMA D. HARRIS and CORNELIUS JACKSON HARRIS, and TWIN OAKS TOWNHOMES COURT B - BUILDING 1 HOMEOWNERS ASSOCIATION, their successors and assigns.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment, in common with all other Owners, in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the

Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by two-thirds (2/3) of the members has been recorded.

(d) the right of individual Owners to the exclusive use of parking spaces as provided in this article.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Unit shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Unit as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign two vehicle parking spaces for each dwelling.

ARTICLE III

Membership and Voting Rights

Section 1. Every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. Members shall be entitled to one vote for each Unit owned. When more than one persons holds an interest in any Unit, all such persons shall be members.

The Vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of Townhomes situated upon Units or for the use and enjoyment of the Common Area, including

but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the payment of charges for common television antenna service to Townhouse Units, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Basis and Maximum of Annual Assessments.

Until January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment shall be One hundred and eighty (180) Dollars, per Unit, prorated for the remainder of said year.

(a) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the twelve months ending on the last day of the month of July.

(b) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment for the next succeeding two (2) years may be increased above that established by the Consumer Price Index formula by a vote of the members and for each succeeding period of two (2) years, thereafter, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the members

who are voting in person or by proxy, at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting and shall set forth the purpose of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments.  
Due Dates. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

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escape or deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

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The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, 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 Unit from liability for any assessments thereafter becoming due or from the lien thereof.

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dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

Party Walls

Section 1. General Rules of Law to Apply. Each

wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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The cost of reasonable repair and maintenance of a party

wall shall be shared by the Owners who make use of the wall in proportion to such use.

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If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any

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The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any

dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and binding on the parties.

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Exterior Maintenance

Section 1. Types of Maintenance. In addition to

maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Townhome Unit which is subject to assessment hereunder, as follows: paint,

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Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior additions to or change or alteration therein 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its

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designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. For the purpose of this Article, storm windows and a storm door on the rear entrance may be placed and maintained on Townhomes without need for approval of the architectural committee; but a storm door placed and maintained at the entrance, or front door, to a Townhome must be approved by the architectural committee in accordance with the provisions of this Article.

#### ARTICLE VIII

##### Use Restrictions

Section 1. Land Use and Building Type. No Unit shall be used except for residential purposes.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Unit nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Unit or in any dwelling.

Section 4. Outside Antennas. No outside radio or television antennas shall be erected on any Townhouse unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 5. Vehicles. Only passenger cars and/or trucks of one-quarter ton capacity or less shall be permitted to utilize parking spaces. Boats, trailers, recreational vehicles and large trucks of over one-quarter ton capacity are expressly prohibited.

Section 6. Additional Structure. No additional structure shall be added to or built to the Townhome structure on each Unit without permission of the Board of Directors.

ARTICLE IX

Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 in the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

All Units and Common Areas shall be subject to easements for the encroachment of initial improvements constructed on adjacent Units by Declarant to the extent that such initial improvements actually encroach, including, but not limited to, such items as overhanging eaves, stoops, chimneys, bay windows, gutters and downspouts, misaligned common walls, foundation footings and walls. Declarant shall have a reasonable construction easement across the Common Area for the purpose of constructing improvements on the Units.

ARTICLE X

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association

or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.


Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of 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 ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Unit Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Unit Owners. Any amendment must be recorded.

Section 4. Annexation. Except as herein provided in Section 5 in this Article, additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of the members.

IN WITNESS WHEREOF, the Declarant, has executed and sealed this instrument this the 29th day of June, 1982.

  
DENNIS I. HARRIS, JR. (SEAL)

  
KEYMA D. HARRIS (SEAL)

  
CORNELIUS JACKSON HARRIS (SEAL)



TWIN OAKS TOWNHOMES COURT B - BUILDING 1 HOMEOWNERS ASSOCIATION

By: Dennis I. Harris, Jr. (SEAL)  
President

Attest:

[Signature]  
Secretary

NORTH CAROLINA  
PITT COUNTY

I, Emyle B. Nelson, a Notary Public of the aforesaid County and State, do hereby certify that DENNIS I. HARRIS, JR., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the 25<sup>th</sup> day of June, 1982.

Emyle B. Nelson  
Notary Public



Commission Expires:

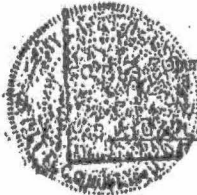
March 4, 1987

NORTH CAROLINA  
PITT COUNTY

I, Emyle B. Nelson, a Notary Public of the aforesaid County and State, do hereby certify that KEYMA D. HARRIS, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the 25<sup>th</sup> day of June, 1982.

Emyle B. Nelson  
Notary Public



Commission Expires:

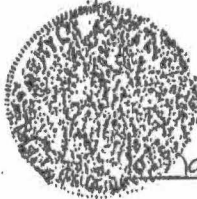
March 4, 1987

BOOK Y 50 PAGE 498

NORTH CAROLINA  
PITT COUNTY

I, Emile B. Nelson, a Notary Public of the aforesaid County and State, do hereby certify that CORNELIUS JACKSON HARRIS, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the 29th day of June, 1982.



Emile B. Nelson  
Notary Public

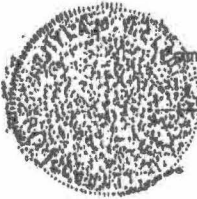
Commission Expires:

March 4, 1987

NORTH CAROLINA  
PITT COUNTY

I, Emile B. Nelson, a Notary Public of the aforesaid County and State, do hereby certify that Cornelius Jackson Harris, personally appeared before me this day and acknowledged that he is Secretary of TWIN OAKS TOWNHOMES COURT B - BUILDING 1 HOMEOWNERS ASSOCIATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Cornelius Jackson Harris as its Secretary.

WITNESS my hand and official seal, this the 29th day of June, 1982.



Emile B. Nelson  
Notary Public

Commission Expires:

March 4 1987

NORTH CAROLINA: PITT COUNTY

The foregoing certificate of Emile B. Nelson, N. P. of Pitt Co., N.C. is certified to be correct.

Filed for registration at 4:23 o'clock P on this 29th day of June, 1982.

ELVIRA T. ALLEN, Register of Deeds

By Elvira T. Allen

Deeds G. Dunn Co. 14211

PREPARED BY: L. ALLEN HAHN

DECLARATION AND ANNEXATION OF ADDITIONAL PROPERTIES  
BY TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION

THIS DECLARATION AND ANNEXATION of additional properties by Twin Oaks Townhomes Homeowners Association made this the 31 of August, 1983 by SHAMROCK REALTY COMPANY OF PITT COUNTY, NC., a North Carolina Corporation, and TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION, a North Carolina Non Profit Corporation with its principal office in Pitt County, North Carolina, hereinafter referred to as "Declarant";

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

WHEREAS Shamrock Realty Company of Pitt County, Inc. is the owner of certain property in the City of Greenville, County of Pitt, State of North Carolina, which is more particularly described as follows:

BEGINNING at an iron pipe located South 32-23 East 242.11 feet from the intersection of the southeastern right of way line of Laura Lane with the southwesterly right of way line of David Drive and running along the southwesterly right of way line of David Drive South 32-23 East 241.89 feet to a concrete monument; then running South 57-37 West 454.42 feet to an iron pipe; then running North 21-50 West 84.63 feet to an iron pipe; then running North 68-10 East 30.00 feet to an iron pipe; then running North 21-50 West 167.00 feet to an iron pipe; then running South 57-37 West 378.86 feet to the point of beginning, and being known as all of Twin Oaks Townhomes Court P, Revised as shown on map of record in Map Book 31 at page 156 of the Pitt County Registry.

WHEREAS the officers, shareholders, and directors of Shamrock Realty Company of Pitt County, Inc. have requested that Twin Oaks Townhomes Homeowners Association annex the above described property;

WHEREAS Article 10, Section 4 of the Declarations of Covenants, Conditions and Restrictions for Twin Oaks Townhomes Homeowners Association as recorded in Y-50 at page 467 of the Pitt County Registry, permits the annexation of additional residential property and common area with the consent of two-thirds of the members of Twin Oaks Townhomes Homeowners Association;

WHEREAS by a vote and resolution of the board of directors and the consent of more than two-thirds of the members of Twin Oaks Townhomes Homeowners Association at a called meeting of its board of directors and members the Twin Oaks Townhomes Homeowners Association resolved to annex the above described property at the request of Shamrock Realty Company of Pitt County, Inc.;

WHEREAS Shamrock Realty Company of Pitt County, Inc. is the owner of

PEGRAM, AND BARRY, 28 WEST THIRD ST., GREENVILLE, N.C. 27604

BOOK D52 PAGE 686

units in Twin Oaks Townhomes, Court F, located in the City of Greenville, Pitt County, North Carolina and more particularly described as follows: All of Units 1-8, inclusive, Building 1; All of Units 9-16, inclusive, Building 2; All of Units 17-25, inclusive, Building 3; and All of Units 26-33, inclusive, Building 4 of Twin Oaks Townhomes Court F, Revised as shown on the map recorded in Map Book 31 at page 156 of the Pitt County Registry.

NOW THEREFORE, Declarant, Shamrock Realty Company of Pitt County, Inc., hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the easement, restrictions, covenants and conditions of that certain declaration of covenants, conditions, and restrictions contained in Book Y-50 at page 467 of the Pitt County Registry, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assignees and shall enure to the benefit of each owner thereof.

For purposes of this Declaration and Annexation of Additional Properties of Twin Oaks Townhomes Homeowners Association the common area being annexed by Twin Oaks Townhomes Homeowners Association shall mean all real property, including the improvements thereto owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first unit is described as follows:

BEGINNING at an iron pipe located South 32-23 East 242.11 feet from the intersection of the southeastern right of way line of Laura Lane with the southwesterly right of way line of David Drive and running along the southwesterly right of way line of David Drive South 32-23 East 241.89 feet to a concrete monument; then running South 57-37 West 454.42 feet to an iron pipe; then running North 21-50 West 84.63 feet to an iron pipe; then running North 68-10 East 30.00 feet to an iron pipe; then running North 21-50 West 167.00 feet to an iron pipe; then running South 57-37 West 378.86 feet to the point of BEGINNING.

EXCEPTED from the above are the following numbered lots; All of Units 1-8, inclusive, Building 1; All of Units 9-16, inclusive, Building 2; All of Units 17-25, inclusive, Building 3; and All of Units 26-33, inclusive, Building 4 of Twin Oaks Townhomes, Court F.

For Purposes of this Declaration and Annexation of Additional Properties by Twin Oaks Townhomes Homeowners Association all of the Declaration contained in Book Y-50 at page 467 together with the By-Laws and Charter of Twin Oaks Townhomes Homeowners Association shall apply to the above described property.

IN WITNESS WHEREOF the Declarant, Shamrock Realty Company of Pitt County, Inc., and Twin Oaks Townhomes Homeowners Association, have each caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed all by the authority of its board of directors this the day and year

REC'D, AND MAINT. ON WEST THIRD ST., GREENVILLE, N.C. 27604

first above written.

SHAMROCK REALTY COMPANY OF  
PITT COUNTY, INC.

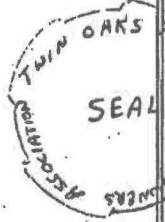
BY: S. Melynda May (SEAL)  
President

ATTEST:  
[Signature]  
Secretary

TWIN OAKS TOWN HOMES HOMEOWNERS  
ASSOCIATION

BY: [Signature] (SEAL)  
President

ATTEST:  
[Signature]  
Secretary



STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, Dee F. Heffernan, a Notary Public of Pitt County, North Carolina, do hereby certify that S. Melynda May personally appeared before me this day and acknowledged that he/she is Secretary of SHAMROCK REALTY COMPANY OF PITT COUNTY, INC., a North Carolina Corporation, and that by authority of the Board of Directors duly given, this foregoing instrument was signed in its corporate name by its President, sealed with its seal, and attested by himself/herself as Secretary.

WITNESS my hand and notarial seal, this the 31<sup>st</sup> day of August, 1983.

Dee F. Heffernan  
Notary Public

My Commission Expires:

February 13, 1988

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, Dee F. Heffernan, a Notary Public of Pitt County, North Carolina, do hereby certify that [Signature] personally appeared before me this day and acknowledged that he/she is Secretary of TWIN OAKS TOWN HOMES HOMEOWNERS ASSOCIATION, a North Carolina Non Profit Corporation, and that by authority of the Board of Directors duly given, this foregoing instrument was signed in its corporate name by its President, sealed with its seal, and attested by himself/herself as Secretary.

WITNESS my hand and notarial seal, this the 31<sup>st</sup> day of August, 1983.

Dee F. Heffernan  
Notary Public

My Commission Expires:

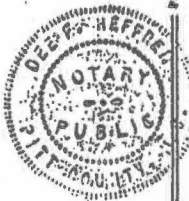
February 13, 1988

STATE OF NORTH CAROLINA  
COUNTY OF PITT

The foregoing certificate of Dee F. Heffernan, a Notary Public of Pitt County, North Carolina, is certified to be correct.  
Filed for registration at 4:22 o'clock P. M. this the 31 day of August, 1983.

ELVIRA T. ALLRED  
REGISTER OF DEEDS OF PITT COUNTY

BY: Elvira T. Allred



PREPARED BY: L. ALLEN HAHN

DECLARATION AND ANNEXATION OF ADDITIONAL PROPERTIES  
BY TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION

THIS DECLARATION AND ANNEXATION of additional properties by Twin Oaks Townhomes Homeowners Association made this the 30 of March, 1984 by SHAMROCK REALTY COMPANY OF PITT COUNTY, INC., a North Carolina Corporation, and TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION, a North Carolina Non Profit Corporation with its principal office in Pitt County, North Carolina, hereinafter referred to as "Declarant";

W-I-T-N-E-S-S-E-T-I-S

WHEREAS Shamrock Realty Company of Pitt County, Inc. is the owner of certain property in the City of Greenville, County of Pitt, State of North Carolina, which is more particularly described as follows:

TRACT ONE: Beginning at a point located at the Northeast corner of the intersection of the right of way lines of Laura Lane and Fourteenth Street (NCSR 1703), and running from said BEGINNING POINT N. 29-09-32 W. 49.98 feet along the eastern right of way line of Fourteenth Street to a point, thence N. 38-18-53 W. 100.0 feet to a point, thence N. 48-55-14 W. 100.00 feet to a point, thence N. 58-41-38 W. 42.56 feet to a point, a corner; thence N. 58-25 E. 282.71 feet to a point, a corner; thence S. 32-23 E. 285.0 feet to a point in the Northern right of way line of Laura Lane, a corner; thence along and with said right of way line S. 58-25 W. 226.65 feet to the POINT OF BEGINNING; and being well known as all of Twin Oaks Townhomes, Court "C", as shown on map of record in Map Book 31, Page 289 of the Pitt County Registry.

TRACT TWO: Beginning at a point located at the Southwest corner of the intersection of the Southern right of way line of Laura Lane and the Western right of way line of David Drive, and running from said BEGINNING POINT, S. 32-23 E. 242.11 feet along the western right of way line of David Drive to a point, a corner; thence S. 57-37 W. 349.21 feet to a point, a corner; thence N. 22-28-32 W. 250.13 feet to a point in the southern right of way line of Laura Lane, a corner; thence along said right of way line N. 58-25 E. 306.20 feet to the POINT OF BEGINNING; and being well known as Twin Oaks Townhomes, Court "E" as shown on map of record in Map Book 31, page 274 of the Pitt County Registry.

WHEREAS the officers, shareholders, and directors of Shamrock Realty Company of Pitt County, Inc. have requested that Twin Oaks Townhomes Homeowners Association annex the above described property;

WHEREAS Article 10, Section 4 of the Declarations of Covenants, Conditions and Restrictions for Twin Oaks Townhomes Homeowners Association as recorded in Book Y-50 at page 467 of the Pitt County Registry, permits the annexation of additional residential property and common area with the consent of two-thirds of the members of Twin Oaks Townhomes Homeowners Association;

DECLARATION AND ANNEXATION BY L. ALLEN HAHN, P.A., 200 WEST THIRD ST. GREENVILLE, N.C. 27601

WHEREAS by a vote and resolution of the board of directors and the consent of more than two-thirds of the members of Twin Oaks Townhomes Homeowners Association at a called meeting of its board of directors and members the Twin Oaks Townhomes Homeowners Association resolved to annex the above described property at the request of Shamrock Realty Company of Pitt County, Inc.;

WHEREAS Shamrock Realty Company of Pitt County, Inc. is the owner of units in Twin Oaks Townhomes, Courts C and E, located in the City of Greenville, Pitt County, North Carolina and more particularly described as follows: All of Units 1-8, inclusive, Building 1; All of Units 9-13, inclusive, Building 2; All of Units 14-20, inclusive, Building 3 of Twin Oaks Townhomes, Court C, as shown on the map recorded in Map Book 31 at page 239 of the Pitt County Registry; and the owner of All of Units 1-7, inclusive, Building 1; All of Units 8-13, inclusive, Building 2; All of Units 14-19, inclusive, Building 3; and All of Units 20-25, inclusive, Building 4 of the Twin Oaks Townhomes, Court E, as shown on the map recorded in Map Book 31, page 276 of the Pitt County Registry.

NOW THEREFORE, Declarant, Shamrock Realty Company of Pitt County, Inc., hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the easement, restrictions, covenants and conditions of that certain declaration of covenants, conditions, and restrictions contained in Book Y-50 at page 467 of the Pitt County Registry, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assignees and shall endure to the benefit of each owner thereof.

For purposes of this Declaration and Annexation of Additional Properties of Twin Oaks Townhomes Homeowners Association the common area being annexed by Twin Oaks Townhomes Homeowners Association shall mean all real property, including the improvements thereto owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first unit is described as follows:

TRACT ONE: Beginning at a point located at the Northeast corner of the intersection of the right of way lines of Laura Lane and Fourteenth Street (NCSR 1703), and running from said BEGINNING POINT N. 29-09-32 W. 49.96 feet along the eastern right of way line of Fourteenth Street to a point, thence N. 38-18-53 W. 100.0 feet to a point, thence N. 48-55-14 W. 100.00 feet to a point, thence N. 58-41-38 W. 42.56 feet to a point, a corner; thence N. 58-25 E. 282.71 feet to a point, a corner; thence S. 32-23 E. 285.0 feet to a point in the Northern right of way line of Laura Lane, a corner; thence along and with said right of way line S. 68-25 W. 226.65 feet to the POINT OF BEGINNING; and being well known as all of Twin Oaks Townhomes, Court "C", as shown on map of record

RECEIVED AND PAID TO, P. A., 200 WEST THIRD ST. GREENVILLE, N. C. 27601

BOOK **Y52** PAGE **128**

In Map Book 31, Page 287 of the Pitt County Registry.

EXCEPTED from the above are the following numbered lots: All of Units 1-8, inclusive, Building 1; All of Units 9-13, inclusive, Building 2; and All of Units 14-20, inclusive, Building 3 of the Twin Oaks Townhomes, Court C.

TRACT TWO: Beginning at a point located at the Southwest corner of the intersection of the Southern right of way line of Laura Lane and the Western right of way line of David Drive, and running from said BEGINNING POINT, S. 32-23 E. 242.11 feet along the western right of way line of David Drive to a point, a corner; thence S. 57-37 W. 349.21 feet to a point, a corner; thence N. 22-28-32 W. 250.13 feet to a point in the southern right of way line of Laura Lane, a corner; thence along said right of way line N. 58-25 E. 308.20 feet to the POINT OF BEGINNING; and being well known as Twin Oaks Townhomes, Court "E" as shown on map of record in Map Book 31, page 276 of the Pitt County Registry.

EXCEPTED from the above are the following numbered lots: All of Units 1-7, inclusive, Building 1; All of Units 8-13, inclusive, Building 2; All of Units 14-19, inclusive, Building 3; and All of Units 20-25, inclusive, Building 4 of Twin Oaks Townhomes, Court E.

For Purposes of this Declaration and Annexation of Additional Properties by Twin Oaks Townhomes Homeowners Association all of the Declaration contained in Book Y-50 at page 467 together with the By-Laws and Charter of Twin Oaks Townhomes Homeowners Association shall apply to the above described property.

IN WITNESS WHEREOF the Declarant, Shamrock Realty Company of Pitt County, Inc., and Twin Oaks Townhomes Homeowners Association, have each caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed all by the authority of its board of directors this the day and year first above written.

RECORDED IN PITT COUNTY, N.C. DEPT. OF RECORDS & ADMINISTRATION



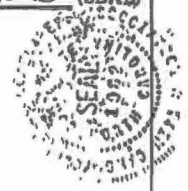
Pamela C. Nichols

SHAMROCK REALTY COMPANY  
OF PITT COUNTY, N.C.

BY: [Signature] (SEAL)

TWIN OAKS TOWNHOMES HOMEOWNERS  
ASSOCIATION

BY: [Signature] (SEAL)



ATTEST:  
[Signature]  
Secretary

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF EASTERN NORTH CAROLINA is the owner and holder of the following described Deeds of Trust which cover the townhouse property described in the annexed Declaration of even date herewith of which this is a part.

Deed of Trust dated August 17, 1983 recorded in Book C-52 at page 360, Pitt County Registry, securing Promissory Note payable to Home Federal Savings and Loan Association of Eastern North Carolina, in the face amount of \$825,000.00 in which J. Larkin Little is named as Trustee.

Deed of Trust dated August 24, 1983 recorded in Book C-52, page 829, Pitt County Registry, securing Promissory Note payable to Home Federal Savings and Loan Association of Eastern North Carolina, in the face amount of \$728,000.00 in which J. Larkin Little is named as Trustee.

WHEREAS, the undersigned, HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF EASTERN NORTH CAROLINA; and J. LARKIN LITTLE, Trustee, desire by the execution of this instrument to subordinate said Deed of Trust to the foregoing Declaration.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the said HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF EASTERN NORTH CAROLINA and J. LARKIN LITTLE as Trustee; in the aforesaid Deeds of Trust, hereby consent to the execution and delivery of the foregoing "Declaration and Annexation" and to the filing thereof in the Office of the Register of Deeds of Pitt County, North Carolina, and they do hereby further subject and subordinate said Deeds of Trust to the foregoing instrument. This the 27 day of April, 1984.

HOME FEDERAL SAVING AND LOAN ASSOCIATION OF EASTERN NORTH CAROLINA

BY: Jerry A. Carson  
Vice President



James H. Adams  
Secretary

J. Larkin Little  
J. LARKIN LITTLE, TRUSTEE (SEAL)

PEGAN AND HAIN, P.A. 200 WEDY STREET BY GREENVILLE, N.C. 27604

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STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, Dee F. Heffern, a Notary Public of Pitt County, North Carolina, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of SHAMROCK REALTY COMPANY OF PITT COUNTY, NC, a North Carolina Corporation, and that by authority of the Board of Directors duly given, this foregoing instrument was signed in its corporate name by its \_\_\_\_\_ President, sealed with its seal, and attested by himself/herself as \_\_\_\_\_ Secretary.

WITNESS my hand and notarial seal, this the 13<sup>th</sup> day of April, 1984.

Dee F. Heffern  
Notary Public

My Commission Expires  
Feb. 13, 1988

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, Dee F. Heffern, a Notary Public of Pitt County, North Carolina, do hereby certify that Janice B. Wesson personally appeared before me this day and acknowledged that he/she is Secretary Secretary of TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION, a North Carolina Non Profit Corporation, and that by authority of the Board of Directors duly given, this foregoing instrument was signed in its corporate name by its \_\_\_\_\_ President, sealed with its seal, and attested by himself/herself as \_\_\_\_\_ Secretary.

WITNESS my hand and notarial seal, this the 13<sup>th</sup> day of April, 1984.

Dee F. Heffern  
Notary Public

My Commission Expires  
Feb. 13, 1988

NORTH CAROLINA  
PITT COUNTY

Judy W. Greene, a Notary Public in and for the aforesaid County and State, do hereby certify the \_\_\_\_\_ personally appeared before me this day and acknowledged the he/she is Secretary of Home Federal Savings and Loan Association of Eastern North Carolina, a corporation, and that by authority duly given by its Board of Directors and as an act of the corporation, the foregoing instrument was signed in its name by its Vice President, \_\_\_\_\_, sealed with its corporate seal, and attested by himself/herself as its Secretary.

WITNESS my hand and Notarial Seal, this the 27<sup>th</sup> day of April, 1984.

Judy W. Greene  
Notary Public

My Commission Expires  
7-2-86

NORTH CAROLINA  
PITT COUNTY

Judy W. Greene personally appeared before me this day J. Larkin Little, Trustee of the foregoing instrument and acknowledged the due execution of the same for the purposes thereof.

WITNESS my hand and Notarial Seal this 27<sup>th</sup> day of April, 1984.

Judy W. Greene  
Notary Public

My Commission Expires  
7-2-86

NORTH CAROLINA: Pitt County  
The foregoing certificates of Dee A. Heffern N. P. of Pitt Co. NC  
and Judy W. Greene N. P. of Pitt Co. NC  
are certified to be correct  
Filed for registration at 11:12 o'clock A.M. this 27 day of April, 1984.

By Clara J. Alfred  
Clara T. Alfred, Register of Deeds

BOOK K54 PAGE 849

PREPARED BY: L. ALLEN HAHN  
DECLARATION AND ANNEXATION OF ADDITIONAL PROPERTIES  
BY TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION

THIS DECLARATION AND ANNEXATION of additional properties by Twin Oaks Townhomes Homeowners Association made this the 23 of May, 1985 by SHAMROCK REALTY COMPANY OF PITT COUNTY, INC., a North Carolina Corporation, and TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION, a North Carolina Non Profit Corporation with its principal office in Pitt County, North Carolina, hereinafter referred to as "Declarant";

W-I-T-N-E-S-S-E-T-H

WHEREAS Shamrock Realty Company of Pitt County, Inc. is the owner of certain property in the City of Greenville, County of Pitt, State of North Carolina, which is more particularly described as follows:

That certain tract or parcel of land lying and being situate in the City of Greenville, Pitt County, North Carolina and being more particularly described as follows:

BEGINNING at an iron located in the southeast corner of the intersection of right of way lines of Fourteenth Street and Laura Lane and running from said Beginning Point along and with the southern right of way line of Laura Lane, N. 53-25 E., 177.24 feet to a concrete monument, a corner; thence S. 22-28-32 E., 250.13 feet to an iron, a corner; thence S. 57-37 W., 29.65 feet to an iron; thence S. 68-10 W., 145.80 feet to an iron in the eastern right of way line of Fourteenth Street, a corner; thence along and with said right of way line N. 22-28-32 W., a chord distance of 225.54 feet to the Point and Place of Beginning, and being all of TWIN OAKS TOWNHOMES, COURT D, as shown on the map recorded in Map Book 32, at Page 93 of the Pitt County Registry.

WHEREAS the officers, shareholders, and directors of Shamrock Realty Company of Pitt County, Inc. have requested that Twin Oaks Townhomes Homeowners Association annex the above described property;

WHEREAS Article 10, Section 4 of the Declarations of Covenants, Conditions and Restrictions for Twin Oaks Townhomes Homeowners Association as recorded in Book Y-50 at page 467 of the Pitt County Registry, permits the annexation of additional residential property and common area with the consent of two-thirds of the members of Twin Oaks Townhomes Homeowners Association;

WHEREAS by a vote and resolution of the board of directors and the consent of more than two-thirds of the members of Twin Oaks Townhomes Homeowners Association at a called meeting of its board of directors and members the Twin Oaks Townhomes Homeowners Association resolved to annex the above described property at the request of Shamrock Realty Company of Pitt County, Inc.;

BY SHAMROCK REALTY COMPANY OF PITT COUNTY, INC.

BOOK K54 PAGE 850

WHEREAS Shamrock Realty Company of Pitt County, Inc. is the owner of units in Twin Oaks Townhomes, Court D, located in the City of Greenville, Pitt County, North Carolina and more particularly described as follows: All of Units 1-6, inclusive, of Twin Oaks Townhomes, Court D, as shown on the map recorded in Map Book 32 at page 93 of the Pitt County Registry.

NOW THEREFORE, Declarant, Shamrock Realty Company of Pitt County, Inc., hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the easement, restrictions, covenants and conditions of that certain declaration of covenants, conditions, and restrictions contained in Book Y-50 at page 487 of the Pitt County Registry, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

For purposes of this Declaration and Annexation of Additional Properties of Twin Oaks Townhomes Homeowners Association the common area being annexed by Twin Oaks Townhomes Homeowners Association shall mean all real property, including the improvements thereto owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first unit is described as follows:

That certain tract or parcel of land lying and being situate in the City of Greenville, Pitt County, North Carolina and being more particularly described as follows:

BEGINNING at an iron located in the southeast corner of the intersection of the right of way lines of Fourteenth Street and Laura Lane and running from said Beginning Point along and with the southern right of way line of Laura Lane, N. 58-25 E. 177.24 feet to a concrete monument, a corner; thence S. 22-28-32 E. 250.13 feet to an iron, a corner; thence S. 57-37 W. 29.65 feet to an iron; thence S. 68-10 W. 145.80 feet to an iron in the eastern right of way line of Fourteenth Street, a corner; thence along and with said right of way line, N. 22-28-32 W. a chord distance of 225.54 feet to the Point and Piece of Beginning, and being all of TWIN OAKS TOWNHOMES, COURT D, as shown on the map recorded in Map Book 32, at Page 93 of the Pitt County Registry.

SAVE AND EXCEPT all of Units 1-6, inclusive of TWIN OAKS TOWNHOMES, COURT D, as shown on the map recorded in Map Book 32, at Page 93 of the Pitt County Registry.

For Purposes of this Declaration and Annexation of Additional Properties by Twin Oaks Townhomes Homeowners Association all of the Declaration contained in Book Y-50 at page 487 together with the By-Laws and Charter of Twin Oaks Townhomes Homeowners Association shall apply to the above described property.

IN WITNESS WHEREOF the Declarant, Shamrock Realty Company of Pitt County, Inc., and Twin Oaks Townhomes Homeowners Association, have each caused this instrument to be signed in its corporate name by its duly authorized officers and its seal

100 WEST THIRD ST., GREENVILLE, N.C. 27601

to be hereunto affixed all by the authority of its board of directors this the day and year first above written.

SIAMROCK REALTY COMPANY OF PITT COUNTY, INC.

BY: S. Reynolds May (SEAL)  
President

Paula C. Nichols  
Secretary

TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION

BY: Bill Bonnett (SEAL)

Max Ray Jones, Jr.  
President

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, James Chelard Meeks, a Notary Public of Pitt County, North Carolina, do hereby certify that Paula C. Nichols personally appeared before me this day and acknowledged that he/she is Secretary of SIAMROCK REALTY COMPANY OF PITT COUNTY, INC., a North Carolina Corporation, and that by authority of the Board of Directors duly given, this foregoing instrument was signed in its corporate name by its President, sealed with its seal, and attested by himself/herself as Secretary.

WITNESS my hand and notarial seal, this the 23 day of May, 1985.

James Chelard Meeks  
Notary Public

My Commission Expires  
3-15-87

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, Dee F. Heffern, a Notary Public of Pitt County, North Carolina, do hereby certify that Max Ray Jones, Jr. personally appeared before me this day and acknowledged that he/she is President Secretary of TWIN OAKS TOWNHOMES HOMEOWNERS ASSOCIATION, a North Carolina Non Profit Corporation, and that by authority of the Board of Directors duly given, this foregoing instrument was signed in its corporate name by its President, sealed with its seal, and attested by himself/herself as Secretary.

WITNESS my hand and notarial seal, this the 29<sup>th</sup> day of May, 1985.

Dee F. Heffern  
Notary Public

My Commission Expires  
Feb. 12, 1988

Dee F. Heffern  
NOTARY PUBLIC  
PITT COUNTY, N.C.

NORTH CAROLINA: PITT COUNTY  
The foregoing certificates of Paula C. Nichols N. P. of Pitt Co, NC  
and Dee F. Heffern N. P. of Pitt Co, NC  
are certified to be correct.  
Filed for registration at 10:59 o'clock A M this 29 day of May, 1985  
ELVIA T. ALLEN, Register of Deeds  
By Annie B. Hoeller, Asst.

BOOK **K 54** PAGE **852**

CONSENT OF MORTGAGER

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, BRANCH BANKING AND TRUST COMPANY is the owner and holder of the following described Deed of Trust which covers the townhouse property described in the attached Declaration of even date herewith of which this is a part.

Deed of Trust dated July 23, 1984 recorded in Book G-53 at page 134, Pitt County Registry, securing Promissory Note payable to Branch Banking and Trust Company, in the face amount of \$200,000.00 in which Jerry W. Powell is named as Trustee.

WHEREAS, the undersigned, BRANCH BANKING AND TRUST COMPANY; and JERRY W. POWELL, Trustee, desire by the execution of this instrument to subordinate said Deed of Trust to the foregoing Declaration,

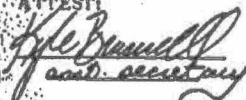
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the said BRANCH BANKING AND TRUST COMPANY and JERRY W. POWELL as Trustee; in the aforesaid Deeds of Trust, hereby consent to the execution and delivery of the foregoing "Declaration and Annexation" and to the filing thereof in the Office of the Register of Deeds of Pitt County, North Carolina, and they do hereby further subject and subordinate said Deeds of Trust to the foregoing instrument. This the 22<sup>nd</sup> day of May, 1985.

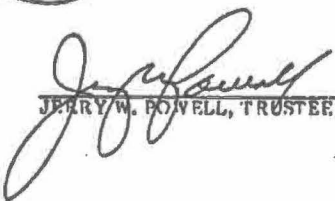
BRANCH BANKING AND TRUST COMPANY

BY: 

Bill Powell

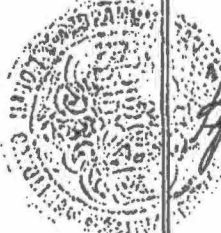
ATTEST:

  
Kyle Brumell  
and secretary

  
JERRY W. POWELL, TRUSTEE

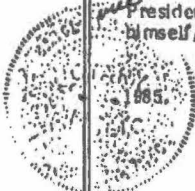
(SEAL)

100 WEST THIRD ST., GREENVILLE, N.C. 27601



NORTH CAROLINA  
PITT COUNTY

I, Carole M. Harder, a Notary Public in and for the aforesaid County and State, do hereby certify the Hugh Brannell personally appeared before me this day and acknowledged the he/she is Secretary of Branch Banking and Trust Company, a corporation, and that by authority duly given by its Board of Directors and as an act of the corporation, the foregoing instrument was signed in its name by its President, John C. Williams, sealed with its corporated seal, and attested by himself/herself as its Secretary.



WITNESS my hand and Notarial Seal, this the 23rd day of May, 1985.

Carole M. Harder  
Notary Public

My Commission Expires:

May 4, 1987

NORTH CAROLINA  
PITT COUNTY

Personally appeared before me this day Jerry W. Powell, Trustee of the foregoing instrument and acknowledged the due execution of the same for the purposes therein expressed.



WITNESS my hand and Notarial Seal this 23rd day of May, 1985.

Carole M. Harder  
Notary Public

My Commission Expires:

May 4, 1987

NORTH CAROLINA  
PITT COUNTY

REVOCATION  
OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS REVOCATION OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS, made and entered into this  
21st day of June, 1982, by MSS PARTNERSHIP, a North  
Carolina general partnership and DENNIS I. HARRIS, JR.,  
CORNELIUS JACKSON HARRIS and KEYMA D. HARRIS, herein  
referred to as "Lot Owners."

W I T N E S S E T H :

WHEREAS that certain Declaration of Covenants,  
Conditions and Restrictions was imposed upon the property  
known as Twin Oaks Towne Homes - Court B on August 4, 1981,  
and was recorded in Book E-50, at Page 733 of the Pitt  
County Registry;

WHEREAS the Lot Owners have agreed to dissolve the  
Twin Oaks Towne Homes - Court B Homeowners Association; and

WHEREAS, there is no Class B membership in said  
Association as of this date,

NOW, THEREFORE, the undersigned, being all of the  
Lot Owners of Twin Oaks Towne Homes - Court B, do hereby  
declare that that certain Declaration of Covenants,  
Conditions and Restrictions recorded in Book E-50, at page  
733 of the Pitt County Registry is hereby revoked and shall  
be of no further force or effect.

BOOK Y 50 PAGE 466

IN WITNESS WHEREOF, the undersigned have signed and sealed this instrument the day and year first above written.

MSS PARTNERSHIP

By: Collin C. Moore (SEAL)  
Collin C. Moore  
General Partner

Dennis I. Harris Jr. (SEAL)  
DENNIS I. HARRIS, JR.

Cornelius Jackson Harris (SEAL)  
CORNELIUS JACKSON HARRIS

Keyma D. Harris (SEAL)  
KEYMA D. HARRIS

NORTH CAROLINA  
PITT COUNTY

I, Diana Paddock Mills, a Notary Public of the aforesaid County and State, do hereby certify that COLLICE C. MOORE, as general partner of MSS PARTNERSHIP, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the 21<sup>st</sup> day of June, 1982.



Diana Paddock Mills  
Notary Public

NORTH CAROLINA  
PITT COUNTY

I, Diana Paddock Mills, a Notary Public of the aforesaid County and State, do hereby certify that DENNIS I. HARRIS, JR., CORNELIUS JACKSON HARRIS and KEYMA D. HARRIS, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the 21<sup>st</sup> day of June, 1982.



Diana Paddock Mills  
Notary Public

NORTH CAROLINA: Pitt County  
The foregoing certificate of Diana Paddock Mills N. P. of Pitt Co., N.C.  
is certified to be correct.  
Filed for registration at 4:33 o'clock P M this 29<sup>th</sup> day of June, 1982

ELVIRA T. ALLEN, Register of Deeds  
By Elvira T. Allen