

File # McLawhorn & Associates
P.O. Box 8188
Greenville, NC 27835-8188

BOOK 1271 PAGE 472

NORTH CAROLINA

PITT COUNTY

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION, made this 1st day of March, 2002, by Kenneth Smith Properties Inc., a North Carolina corporation, hereinafter referred to as "Declarant;

WITNESSETH

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as "the property") lying and being in Winterville Township, Pitt County, North Carolina, and being all of Lots 1-75, MAGNOLIA RIDGE, as shown on a plat of record in Map Book 56, Page 188, in the Pitt County Registry, reference to which is hereby made for a more full, complete and accurate description of said property;

NOW THEREFORE, Declarant hereby declares that all of the property herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the property, and which shall run with the property and shall be binding on all parties having right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such party, to-wit:

1. These covenants shall run with the land and shall be binding on all parties and persons claiming under them until March 1, 2007, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots located with said lands, it is agreed to change said covenants in whole or in part.
2. This property shall be known, described and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than single-family dwellings (which may include an attached garage or carport for not more than three (3) cars) and one detached outbuilding to be constructed incidental to the residential use of the property.
3. Any residence build on any lot in the subdivision shall contain no less that 1,500 square feet of heated space, exclusive of one story open porches and garages.
4. No noxious or offensive trade or activity shall be carried upon the property, nor shall anything be done which may become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property, which is or may become an annoyance or nuisance to the neighborhood.

See instrument recorded
in Book 1280 Page 113

See instrument recorded
in Book 1591 Page 41

5. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.
6. No sign of any kind shall be displayed to the public view on this property except one sign not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor or owner to advertise the property during construction and when for a sale. This provision shall not preclude the developer from placing one or more entrance signs on Lots, 1, 54, 55, and 76.
7. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that domesticated dogs, and cats and small, non-offensive and harmless household pets may be kept by the owner of the property, provided that they are not kept or used for breeding or maintained for any commercial purposes and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep pets, within reason, but that there will not be allowed on the property an unreasonable number of such animals. For example, no owner of any lot within the property will be allowed to keep any unreasonable number of hunting dogs or other such animals in kennels on the property.
8. No barbershop, beauty parlors or shops, or any commercial or business activity shall be permitted or shall suffer to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina, are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.
9. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to three-fourths (3/4) tons in size, to be used by any owner of this property for his personal conveyance, and such truck may be parked upon the property. Also, the owner of any portion of the property may park thereon a lawn tractor to be used for the upkeep of the property.
10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
11. All individual purchasers, from and after the date of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter.

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- 12. No fence shall be constructed over five (5) feet in height or built or erected on any lot or be constructed of chain link or split rail; and any such salt-treated, redwood or cedar fence or privacy fence shall be constructed, built or erected at least three (3) inches from the property lines of such lot, after having obtained written approval for same from Declarant or its designee. It is further provided that no fence of any kind shall be constructed on any lots on the property closer to the front of any lot than the rear portion of the main dwelling constructed on said lot.
- 13. No dwelling, building, structure or outbuilding, of any kind or nature, shall be constructed, erected, placed or altered on any lot on the property until the construction plans, specifications, and plans showing the location of such structures have been approved in writing by Declarant or its designee.
- 14. No family dwelling shall be located nearer than thirty (30) feet from the front line as shown on the recorded map. No family dwelling shall be located nearer than ten (10) feet to any side lot or twenty-five (25) feet from rear lot line. No outbuilding may be located within one hundred (100) feet from the front lot line and shall not be located nearer than ten (10) feet to any side or back lot line.
- 15. The invalidation of any one of these covenants by judgment, court order or otherwise, shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.
- 16. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.
- 17. Any attached or detached garage located on any lot, which opens to the front, or any side lot line must have a garage door, which will close to block the view of articles stored in said garage.
- 18. All residences built in Magnolia Ridge shall be with crawl space type foundation with no homes built on slabs.
- 19. No modular or mobile homes will be allowed.

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

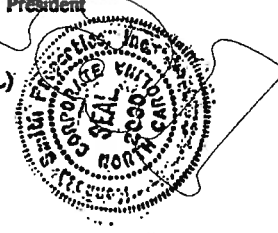
COASTAL RIVERS REAL ESTATE

Kenneth Smith Properties, Inc.
BY: [Signature]
President

Attest:

(CORPORATE SEAL)

[Signature]
Secretary



NORTH CAROLINA

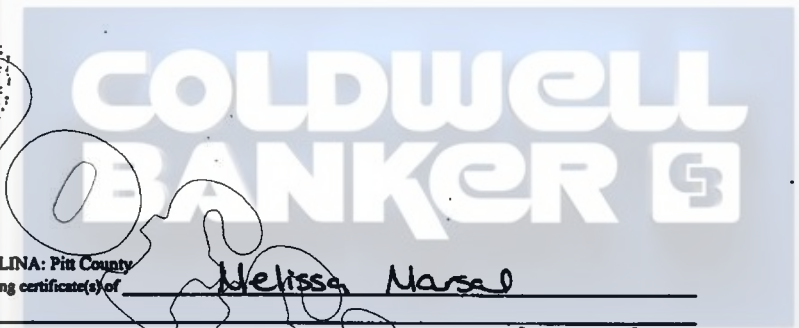
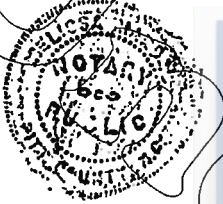
PITT COUNTY

I, Melissa Marsal, a Notary Public of the aforesaid County and State, do hereby certify that Heather B. Edwards, personally appeared before me this day and acknowledged that she is Secretary of KENNETH SMITH PROPERTIES, INC., 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 Heather B. Edwards as its Secretary.

WITNESS my hand and official seal, this the 10th day of March, 2002.

[Signature]
Notary Public

My commission expires:
Jan. 18, 2005



NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Melissa Marsal

Notary(ies) Public is (are) certified to be correct. Filed for registration at 10:23 o'clock A M. this 5 day of March 20 02.

JUDY J. TART, Register of Deeds

By [Signature]
Assistant Deputy Register of Deeds

Prepared by: ^{File} Delyle M. Evans

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NORTH CAROLINA
PITT COUNTY

AMENDED RESTRICTIVE COVENANTS
MAGNOLIA RIDGE

KNOW ALL MEN BY THESE PRESENTS, that KENNETH SMITH PROPERTIES, INC. did execute a Declaration Of Covenants, Conditions & Restrictions for Magnolia Ridge as particularly shown and set forth in Map Book 56, Page 188 and Map Book 56, Page 188-A of the Pitt County Registry, which Covenants, Conditions, and Restrictions are recorded in Book 1271, Page 472 of the Pitt County Registry; that corrections and additions to the said covenants are appropriate and necessary as follows:

- 1) The minimum square footage of each constructed home should be changed.
- 2) The number of dogs allowed in each household should be explicit.
- 3) The disallowance of fuel storage tanks should be included.
- 4) The appearance of the exterior of detached storage buildings should be explained and
- 5) The allowance of satellite dishes should be covered.

NOW, THEREFORE, the undersigned, being the owner of the lots of Magnolia Ridge, for the purpose of correcting and making additions to the said Restrictive Covenants already recorded in the Pitt County Registry, does hereby amend said covenants as follows:

1. Paragraph numbered 2 shall henceforth read as follows: This property shall be known, described and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than single-family dwellings (which may include an attached garage or carport for not more than three (3) cars) and one detached outbuilding to be constructed incidental to the residential use of the property. Any detached storage building shall have the same exterior as the residence (same shingles and siding, for example).

2. Paragraph numbered 3 shall henceforth read as follows: Any residence built on any lot in the subdivision shall contain no less than 1,500 square feet enclosed in structure.

3. Paragraph numbered 5 shall henceforth read as follows: No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any

See instrument recorded
in Book 1591 Page 411

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lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence. No visible lp gas (propane) or other fuel storage tanks shall be allowed on the property. However, a maximum 22 inch satellite dish shall be allowed on the property.

4. Paragraph numbered 7 shall henceforth read as follows: No animals, livestock, poultry, or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that domesticated dogs, and cats and small non-offensive and harmless household pets may be kept by the owner of the property, provided that they are not kept or used for breeding or maintained for any commercial purposes, and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep pets, within reason, but that there will not be allowed on the property an unreasonable number of such animals. A maximum of 2 dogs shall be allowed on each lot.

In all other respects the provisions of the remaining paragraphs of the Declaration Of Covenants, Conditions & Restrictions recorded in Book 1271, Page 472 of the Pitt County Registry, which includes paragraphs 1, 4, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, are hereby ratified and confirmed.

IN WITNESS WHEREOF Kenneth Smith Properties, Inc. has hereunto set its hand and seal this the day and year first above written.

Kenneth Smith Properties, Inc.

BY: [Signature]
President

Attest:

[Signature]
Secretary

NORTH CAROLINA

PITT COUNTY

I, DeLyle M. Evans a Notary Public of the aforesaid County and State, do hereby certify that Heather R. Edwards personally appeared before me this day and acknowledged that she is Secretary of KENNETH SMITH PROPERTIES, INC., 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 Heather R. Edwards as its Secretary.

WITNESS my hand and official seal, this the 3 day of April, 2002.

My commission expires: 8-20-2006
[Signature]
NOTARY PUBLIC

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of DeLyle M Evans

Notary(ies) Public is (are) certified to be correct. Filed for registration at 8:17 o'clock A M. this 8 day of April 2002.

JUDY J. TART, Register of Deeds
By: [Signature]
Assistant Deputy Register of Deeds

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FILED
JUDY J. TART
REGISTER OF DEEDS

2003 SEP 10 AM 9:49

PITT COUNTY, N.C.

Prepared by: Gregory K. James

Return to: Gregory K. James file

STATE OF NORTH CAROLINA

COUNTY OF PITT

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

MAGNOLIA RIDGE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being all of the parties with an interest in any lot located in Magnolia Ridge as shown on plat of record in Map Book 56, Page 188, do hereby agree to amend the Declaration of Covenants, Conditions and Restrictions of Magnolia Ridge recorded in Book 1271, Page 472 of the Pitt County Registry and as amended by Amended Restrictive Covenants Magnolia Ridge recorded in Book 1286, Page 113, as follows:

Paragraph 12 in the Declaration of Covenants, Conditions and Restrictions is replaced with the following paragraph:

12. No fence shall be constructed over six (6) feet in height or built or erected on any lot or be constructed of chain link or split rail; and any such salt treated redwood or cedar fence or privacy fence shall be constructed, built or erected at least three (3) inches from the property lines of such lot and must totally seclude from view any above ground pool located on any lot, after having obtained written approval for same from Declarant or its designee. It is further provided that no fence of any kind shall be constructed on any lots on the property closer to the front of any lot than the rear portion of the main dwelling constructed on said lot.

All other covenants, conditions and Restrictions as set forth in the Declaration of Covenants, Conditions & Restrictions recorded in Book 1271, Page 472 and amended in Book 1286, Page 113 remain unchanged and in full force and effect.

AGREED TO this the ___ day of May, 2003.

KENNETH SMITH PROPERTIES, INC.

BY: Kenneth H. Smith (SEAL)
KENNETH H SMITH, President

ROBERSON & LEWIS BUILDERS, L.L.P.

BY: William E. Lewis (SEAL)
WILLIAM E. LEWIS, General Partner