

Prepared by C. W. Everett Jr
Attorney at Law

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREETOPS TOWNHOMES, PHASE I

THIS DECLARATION, made on the date hereinafter set forth by PREFERRED PROPERTIES OF GREENVILLE, INC., 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, Winterville Township, Pitt County, North Carolina, which is more particularly described as follows:

BEING all of that certain tract or parcel of land lying on the south side of N.C.S.R. 1708 in Winterville Township, Pitt County, North Carolina, and being bounded on the north by N.C.S.R. 1708, on the east by Pine Branches Close, on the south by a private drive extending from Winding Branches Drive to Pine Branches Close; on the west by Treetops Subdivision Section I and Treetops Subdivision Section II, and being all of that certain tract or parcel of land designated as Block "D" shown on map prepared by Rivers & Associates, Inc. dated January 15, 1985, and entitled "Treetops Subdivision Section IV-Revised," the same appearing of record in Map Book 32, page 139 of the Pitt County Public 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 TREETOPS TOWNHOMES HOMEOWNERS ASSOCIATION OF GREENVILLE, INC., 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.

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 reserved to the Association at the time of the conveyance of the first lot is described as follows:

BEING all of that certain tract or parcel of land lying on the south side of N.C.S.R. 1708 in Winterville Township, Pitt County, North Carolina, and being bounded on the north by N.C.S.R. 1708, on the east by Pine Branches Close, on the south by a private drive extending from Winding Branches Drive to Pine Branches Close; on the west by Treetops Subdivision Section I and Treetops Subdivision Section II, and being all of that certain tract or parcel of land designated as Block "D" shown on map prepared by Rivers & Associates, Inc. dated January 15, 1985, and entitled "Treetops Subdivision Section IV-Revised," the same appearing of record in Map Book 32, page 139 of the Pitt County Public Registry.

THERE IS EXCEPTED FROM THE FOREGOING the areas thereon designated for unit ownership as Lots Nos. 1, 2, 3, 4, and 5, Block "D."

All of the foregoing excepted portions are shown on map made by Rivers & Associates, Inc., Consulting Engineers, revised on January 15, 1985, entitled "Preferred Properties of Greenville, Inc. Treetops Subdivision, Section IV (Revised 1/15/85), which map duly appears of record in Map Book 32, page 139, of the Pitt County Registry, reference to which is hereby made for a more detailed and accurate description.

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

Section 6: "Declarant" shall mean and refer to PREFERRED PROPERTIES OF GREENVILLE, INC., its 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 as well as the right of ingress, egress and regress to and from each lot across the common area to the roadway, 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 of 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 2/3rds of each class of 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 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 spaces 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.

Class A. Class A membership shall be all Owners, with the exception of the Declarant, 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 then determined, 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. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties pursuant to Article X, Section 5(b), below, and as the result of such annexation, the Declarant, and its

successors and assigns, own more than one-fourth (1/4) of the total Lots subject to this Declaration.

(b) On December 31, 1995.

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 assessment 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 Townhouse 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, (\$360.00) 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.) from 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 (2/3rds) 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 thirty (30) days nor more than sixty (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.

(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 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 (2/3rds) of the votes of each class of members who are voting in person or by proxy at the 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 thirty (30) days nor more than sixty (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 requirements, 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 sixty (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 assessments 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 the 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.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared 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 addition 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.

Section 3: Animals. No pets, dogs, domestic cats, tropical fish, birds in cages, etc., shall be allowed to occupy

the townhouse units prior to approval, in writing, from the Board of Directors of the Treetops Townhomes Homeowners Association of Greenville, Inc. Each townhome unit owner may have as an occupant one (1) dog or one (1) cat only, not to exceed thirty-five (35) pounds at maturity, and it shall be of such nature and disposition so that its female owner/occupant could carry the animal, if required to do so, in all interior common areas. It is understood and agreed the keeping of pets on the premises is a privilege, but not a right, and may be revoked by the Board of Directors upon thirty (30) days' written notice. All dogs and cats permitted on the premises shall be under leash when walked or exercised within the common area of the townhomes. No pet shall be permitted in the recreational areas. Owners shall immediately remove from the premises his or her pet animal when such emits excessive noise, such as in the case of barking or howling, or becomes a nuisance, such as by virtue of a physical attack on any person authorized access to the townhome property. Each townhome unit owner shall be responsible to remove any waste made by his or her pet animal, and shall be personally responsible for any costs incurred in the repair resulting from the pet's damage. Should such damage not be traceable to an individual pet, all owners of pets shall be proportionately assessed the costs involved in the repair, at the sole discretion of the Board of Directors of Treetops Townhomes Homeowners Association of Greenville, Inc. Upon the death or disposal of the first approved pet, any subsequent pet must first be approved in writing by the Board of Directors of Treetops Townhomes Homeowners Association of Greenville, Inc.

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.

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 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 the 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.

Section 2: Severability. Invalidity 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) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) per cent of the Lot Owners. Any amendment must be recorded.

Section 4: Annexation. Except as provided in Section 5 (b) 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.

(a) 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 and dedication of Common Area.

(b) Additional land within the area described in Deed Book Q-49, Page 1, of the land records of Pitt County, North Carolina, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument, provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

IN WITNESS WHEREOF, PREFERRED PROPERTIES OF GREENVILLE, INC., the Declarant, has caused this instrument to be executed in

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its name by its duly authorized officers, this the 7th day of
February, 1985.

PREFERRED PROPERTIES OF
GREENVILLE, INC.

By: H. T. Chapin, Jr.
President

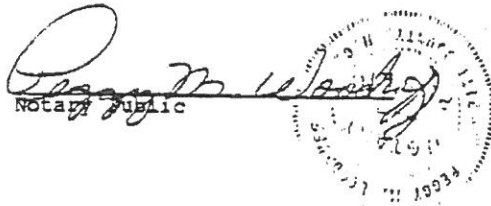


NORTH CAROLINA

PITT COUNTY

I, Peggy M. Woodbury a Notary Public in and for
the aforesaid County and State, do hereby certify that Jimmie
L. Little personally appeared before me this day and acknowledged
that he is Secretary of Preferred Properties of Greenville,
Inc., 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, H. T.
Chapin, Jr., sealed with its corporate seal, and
attested by him self as its Secretary.

WITNESS my hand and Notarial Seal, this the 7th day of
February, 1985.



My commission expires:

Jan 7, 1980

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the undersigned, HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF EASTERN NORTH CAROLINA and H. T. CHAPIN, JR., owners and holders 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 April 29, 1981, executed by Preferred Properties of Greenville, Inc., a North Carolina corporation, recorded in Book X-49, page 759, Pitt County Registry, securing Promissory Note payable to Home Federal Savings and Loan Association of Eastern North Carolina, in the face amount of \$970,000.00 in which J. Larkin Little is named as Trustee.

Deed of Trust dated December 28, 1979, executed by Tommie L. Little & Associates, Inc., recorded in Book Q-48, page 295, Pitt County Registry, securing Promissory Note payable to H. T. Chapin, Jr., in the face amount of \$295,500.00 in which Kenneth G. Hite is named as Trustee.

Deed of Trust dated July 1, 1980, executed by Tommie L. Little & Associates, Inc., recorded in Book D-49, page 417, Pitt County Registry, securing Promissory Note payable to H. T. Chapin, Jr., in the face amount of \$75,000.00 in which Kenneth G. Hite is named as Trustee.

WHEREAS, the undersigned, HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF EASTERN NORTH CAROLINA and H. T. CHAPIN, JR.; and J. LARKIN LITTLE and KENNETH G. HITE, as Trustees, desire by the execution of this instrument to subordinate said Deeds 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; and H. T. CHAPIN, JR., as Noteholder, and KENNETH G. HITE as Trustee, in the aforesaid Deeds of Trust, hereby consent to the execution and delivery of the foregoing "Declaration of Covenants, Conditions and Restrictions" and to the filing thereof in the Office of the Register of Deeds of Pitt County, North Carolina, and they do

no. A 51 605

hereby further subject and subordinate said Deeds of Trust to the foregoing instrument.

This 7th day of February, 1985.

HOME FEDERAL SAVINGS AND LOAN
ASSOCIATION OF EASTERN
NORTH CAROLINA

By: *James A. Adams*
Exec. Vice President



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

H. T. Chapin, Jr. (SEAL)
H. T. CHAPIN, JR.,
Noteholder

Kenneth G. Hite (SEAL)
KENNETH G. HITE, Trustee

A 54 666

NORTH CAROLINA

PITT COUNTY

I, Harriett L. Cooke, a Notary Public in and for the aforesaid County and State, do hereby certify that Faye G Higgins personally appeared before me this day and acknowledged that 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 ^{Exec.} Vice President, Terry A. Cheson, sealed with its corporate seal, and attested by her self as its Secretary.

WITNESS my hand and Notarial Seal, this the 17th day of February, 1985.

Harriett L. Cooke
Notary Public



My commission expires:

June 19, 1985

NORTH CAROLINA

PITT COUNTY

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 therein expressed.

WITNESS my hand and Notarial Seal this 17th day of February, 1985.

Harriett L. Cooke
Notary Public



My commission expires:

June 19, 1985

500 A51 007

NORTH CAROLINA

PITT COUNTY

Personally appeared before me this day E. T. Chapin, Jr., 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 7th day of February, 1985.

Harriett L. Cooke
Notary Public



My commission expires:

June 19, 1989

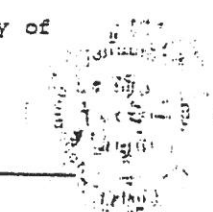
NORTH CAROLINA

PITT COUNTY

Personally appeared before me this day Kenneth G. Hite, 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 7th day of February, 1985.

Harriett L. Cooke
Notary Public



My commission expires:

June 19, 1989

NORTH CAROLINA: PITT COUNTY

The foregoing certificates of Regym Woodruff N.P. of Pitt Co, NC
and Harriett L. Cooke N.P. of Pitt Co, NC
are certified to be correct.

Filed for registration at 11:47 o'clock A.M. this 11th day of February 1985

By Elvira T. Allred, Register of Deeds
Elvira T. Allred

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREETOPS TOWNHOMES

THIS AMENDMENT TO DECLARATION, made the 30th day of May, 1986, by TREETOPS TOWNHOMES HOMEOWNERS ASSOCIATION OF GREENVILLE, INC., a North Carolina nonprofit corporation;

W I T N E S S E T H :

WHEREAS, in that certain Declaration appearing of record in Book A-54, Page 649 of the Pitt County Registry, Preferred Properties of Greenville, Inc. submitted the lands described therein to the provisions of Chapter 47A of the General Statutes of North Carolina, known as the Unit Ownership Act; and

WHEREAS, the Lot Owners of the lands described in the aforesaid Declaration desire to amend said Declaration as set forth herein;

NOW, THEREFORE, for an in consideration of the premises and in order to amend the Declaration appearing of record in Book A-54, Page 649 of the Pitt County Registry, said Declaration is hereby amended as follows:

1. Subparagraph (b) of Section 2 in Article III (MEMBERSHIP AND VOTING RIGHTS) is deleted in its entirety, and there is placed in lieu thereof the following:

(b) On February 11, 1990.

2. The first sentence in Section 8 of Article IV (COVENANT FOR MAINTENANCE ASSESSMENTS) is deleted in its entirety, and there is placed in lieu thereof the following:

Section 8: Effect of Non-Payment 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 six percent (6%) per annum.

3. The following sentence in Section 3 of Article VIII (USE RESTRICTIONS) shall be deleted from said section:

Should such damage not be traceable to an individual pet, all owners of pets shall be proportionately assessed the costs involved in the repair, at the sole discretion of the Board of Directors of Treetops Townhomes Homeowners Association of Greenville, Inc.

4. Section 5 of Article X (GENERAL PROVISIONS) is deleted in its entirety, and there is placed in lieu thereof the following:

Section 5: FHA/VA Approval.

(a) 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 any amendment to the Declaration.

(b) Additional land within the area described in Deed Book Q-49, Page 1, of the land records of Pitt County, North Carolina may be annexed by the Declarant without the consent of members within five (5) years of the date of the recording of the Declaration, provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

J. T. Lindley, Trustee, and NCNB National Bank of North Carolina, Beneficiary, join in the execution of this instrument for the purpose of subordinating the lien, operation, and effect of that certain deed of trust recorded in Book Y-54, Page 767, of the Pitt County Registry, to the provisions of this Amendment to Declaration: and

Charles R. Hardee, Trustee, and H. T. Chapin, Jr., Beneficiary, join in the execution of this instrument for the purpose of subordinating the lien, operation, and effect of that certain deed of trust recorded in Book Y-54, Page 776, of the Pitt County Registry, to the provisions of this Amendment to Declaration; and

Thomas A. Vann, Trustee, and Home Savings & Loan Association, Beneficiary, join in the execution of this instrument for the purpose of subordinating the lien, operation, and effect of that certain deed of trust recorded in Book U-54, Page 774, of the Pitt County Registry, to the provisions of this Amendment to Declaration; and

J. Larkin Little, Trustee, and Home Federal Savings & Loan Association of Eastern North Carolina, Beneficiary, join in the execution of this instrument for the purpose of subordinating the lien, operation, and effect of that certain deed of trust

recorded in Book A-54, Page 762, of the Pitt County Registry, to the provisions of this Amendment to Declaration; and

First Financial Service Corporation of Raleigh, Trustee, and First Federal Savings & Loan Association of Raleigh, Beneficiary, join in the execution of this instrument for the purpose of subordinating the lien, operation, and effect of that certain deed of trust recorded in Book 55, Page 514, of the Pitt County Registry, to the provisions of this Amendment to Declaration; and

Alfred P. Carlton, Jr., Trustee, and Landmark Savings Association, Beneficiary, join in the execution of this instrument for the purpose of subordinating the lien, operation, and effect of that certain deed of trust recorded in Book 56, Page 43, of the Pitt County Registry, to the provisions of this Amendment to Declaration; and

Preferred Properties of Greenville, Inc., Little/Jones Development Company, Chapin & Associates, Inc., Redmond Mercer Robinson and wife Doris F. Robinson, and William Merrell Mahoney, being all of the present members of Treetops Townhomes Homeowners Association of Greenville, Inc. join in the execution of this instrument for the purpose of consenting to this Amendment to Declaration.

IN WITNESS WHEREOF, PREFERRED PROPERTIES OF GREENVILLE, INC., NCNB NATIONAL BANK OF NORTH CAROLINA, CHAPIN & ASSOCIATES, INC., HOME SAVINGS & LOAN ASSOCIATION, HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF EASTERN NORTH CAROLINA, FIRST FINANCIAL SERVICE CORPORATION OF RALEIGH, Trustee, FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF RALEIGH and LANDMARK SAVINGS ASSOCIATION have caused this instrument to be signed in their respective corporate names by their duly authorized officers and their respective seals to be hereunto affixed by authority of their respective Boards of Directors; and LITTLE/JONES DEVELOPMENT COMPANY has caused this instrument to be signed in its partnership name by TOMMIE L. LITTLE, a general partner therein, and has hereunto set its seal and does adopt the printed word

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"SEAL" as its lawful seal; and J. T. LINDLEY, Trustee, H. T. CHAPIN, JR., CHARLES R. HARDEE, Trustee, REDMOND MERCER ROBINSON, DORIS F. ROBINSON, WILLIAM MERRELL MAHONEY, THOMAS A. VANN, Trustee, J. LARKIN LITTLE, Trustee and ALFRED P. CARLTON, JR., Trustee, have hereunto set their hands and seals; all the day and year first above written.

PREFERRED PROPERTIES OF GREENVILLE, INC.

BY: H. T. Chapin Jr.
Vice President

ATTEST:

James T. Ryan
Secretary
(SEAL)

NCNB NATIONAL BANK OF NORTH CAROLINA

BY: Marian K. Kellan
Vice President

ATTEST:

Steven C. Harnett
Title: Asst. Sec.
(SEAL)

CHAPIN & ASSOCIATES, INC.

BY: H. T. Chapin Jr.
President

ATTEST:

James T. Ryan
Secretary
(SEAL)

HOME SAVINGS & LOAN ASSOCIATION

BY: Thomas A. Vann
President

ATTEST:

Kelley B. Adams
Title: Secretary
(SEAL)

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HOME FEDERAL SAVINGS & LOAN ASSOCIATION
OF EASTERN NORTH CAROLINABY: *J. Perkins Little*

President

ATTEST:

James H. Adams
TITLE: *Secretary*
(SEAL)FIRST FINANCIAL SERVICE CORPORATION
OF RALEIGH, TrusteeBY: *R. M. Mow*

Vice President

ATTEST:

David C. Wood
TITLE: *Secretary*
(SEAL)FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF RALEIGHBY: *John D. Dwyer*

Vice President

ATTEST:

David C. Wood
TITLE: *Secretary*
(SEAL)

LANDMARK SAVINGS ASSOCIATION

BY: *CM Barber*

Ass't VICE. President

ATTEST:

Marcia Adams
TITLE: *Asst. Secretary*
(SEAL)

LITTLE/JONES DEVELOPMENT COMPANY

BY: *Tom L. Little* (SEAL)

TOMMIE L. LITTLE, General Partner

J. T. Lindley (SEAL)

J. T. LINDLEY, Trustee

H. T. Chapin, Jr. (SEAL)

H. T. CHAPIN, JR.

Charles R. Hardez (SEAL)

CHARLES R. HARDEZ, Trustee

Redmond Mercer Robinson (SEAL)
REDMOND MERCER ROBINSON

Doris F. Robinson (SEAL)
DORIS F. ROBINSON

William Merrell Mahoney (SEAL)
WILLIAM MERRELL MAHONEY

Thomas A. Vann (SEAL)
THOMAS A. VANN, Trustee

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

Alfred P. Carlton, Jr. (SEAL)
ALFRED P. CARLTON, JR., Trustee

NORTH CAROLINA

PITT COUNTY

I, Vicary C. Benson, a Notary Public for said County and State, certify that Leonard J. Joppy personally came before me this day and acknowledged that he is Asst Secretary of PREFERRED PROPERTIES OF GREENVILLE, INC., a 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 him self at its Asst Secretary.

Witness my hand and official seal, this the 30 day of May, 1986.

Vicary C. Benson
NOTARY PUBLIC

My Commission Expires: 12-7-86

NORTH CAROLINA

WAKE COUNTY

I, Patricia K. Adams, a Notary Public for said County and State, certify that Susan B. Killian personally came before me this day and acknowledged that she is Vice President of NCNB NATIONAL BANK OF NORTH CAROLINA, a banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Assistant Secretary, sealed with its corporate seal, and attested by him self as its Assistant Sec.

Witness my hand and official seal, this the 17 day of July, 1986.

Patricia K. Adams
NOTARY PUBLIC

My Commission Expires: 2-23-91

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NORTH CAROLINA

PITT COUNTY

I, Victor C. Benson, a Notary Public for said County and State, certify that Leonard Jones personally came before me this day and acknowledged that he is Asst Secretary of CHAPIN & ASSOCIATES, INC., a 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 him self at its Asst Secretary.

Witness my hand and official seal, this the 30 day of May, 1986.

Victor C. Benson
NOTARY PUBLIC

My Commission Expires: 12-7-86

NORTH CAROLINA

Beaufort
PITT COUNTY

I, James Adams, a Notary Public for said County and State, certify that Ruby F. Adams personally came before me this day and acknowledged that she is Secretary of HOME SAVINGS & LOAN ASSOCIATION, a banking 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 him self as its Secretary.

Witness my hand and official seal, this the 30 day of June, 1986.

James Adams
NOTARY PUBLIC

My Commission Expires: 7-16-90

NORTH CAROLINA

PITT COUNTY

I, Lamara M. Miles, a Notary Public for said County and State, certify that Laye D. Adams personally came before me this day and acknowledged that she is Secretary of HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF EASTERN NORTH CAROLINA, a banking 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 her self as its Secretary.

Witness my hand and official seal, this the 1st day of July, 1986.

Lamara M. Miles
NOTARY PUBLIC

My Commission Expires: 9-24-90

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NORTH CAROLINA

WAKE COUNTY

I, Janet B. Taylor, a Notary Public for said County and State, certify that David C. Worth personally came before me this day and acknowledged that he is Secretary of FIRST FINANCIAL SERVICE CORPORATION OF RALEIGH, a banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Secretary, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the 9 day of July, 1986.

Janet B. Taylor
NOTARY PUBLIC

My Commission Expires: _____ My Commission Expires 6-24-90

NORTH CAROLINA

WAKE COUNTY

I, Janet B. Taylor, a Notary Public for said County and State, certify that David C. Worth personally came before me this day and acknowledged that he is Secretary of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF RALEIGH, a banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Secretary, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the 9 day of July, 1986.

Janet B. Taylor
NOTARY PUBLIC

My Commission Expires: _____ My Commission Expires 6-24-90

~~NORTH CAROLINA~~ PENNSYLVANIA~~Wake~~ COUNTY

I, Carol L. Stevenson, a Notary Public for said County and State, certify that MARCIA ADAMITZ personally came before me this day and acknowledged that she is Asst Secretary of LANDMARK SAVINGS ASSOCIATION, a banking corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Asst VICE PRESIDENT, sealed with its corporate seal, and attested by HER self as its Asst Secretary.

Witness my hand and official seal, this the 26TH day of JULY, 1986.

Carol L. Stevenson
NOTARY PUBLIC

My Commission Expires: _____

CAROL L. STEVENSON, Notary Public
PENNSYLVANIA
My Commission Expires 12-1-87
Harrisburg, PA 17101

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PITT COUNTY

NORTH CAROLINA

I, Vicky C Benson, a Notary Public for said County and State, certify that TOMMIE L. LITTLE, a general partner in LITTLE/JONES DEVELOPMENT COMPANY, a North Carolina partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said partnership.

Witness my hand and official seal, this the 30 day of May, 1986.

Vicky C Benson
NOTARY PUBLIC

My Commission Expires: 12-7-86

NORTH CAROLINA

~~NEW HAMPSHIRE~~
PITT COUNTY
WAKE

I, Patricia K Abrams, a Notary Public for said County and State, certify that J. T. LINDLEY, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 17 day of July, 1986.

Patricia K Abrams
NOTARY PUBLIC

My Commission Expires: 2-23-91

NORTH CAROLINA

PITT COUNTY

I, Vicky C Benson, a Notary Public for said County and State, certify that H. T. CHAPIN, JR., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day of May, 1986.

Vicky C Benson
NOTARY PUBLIC

My Commission Expires: 12-7-86

NORTH CAROLINA

PITT COUNTY

I, Judy A. Brock, a Notary Public for said County and State, certify that CHARLES R. HARDEE, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 1st day of July, 1986.

Judy A. Brock
NOTARY PUBLIC

My Commission Expires: 8-31-90

NORTH CAROLINA

PITT COUNTY

I, Vicky C. Benson, a Notary Public for said County and State, certify that REDMOND MERCER ROBINSON and wife, DORIS F. ROBINSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day of May, 1986.

Vicky C. Benson
NOTARY PUBLIC

My Commission Expires: 12-7-86

NORTH CAROLINA

PITT COUNTY

I, Vicky C. Benson, a Notary Public for said County and State, certify that WILLIAM MERRELL MAHONEY personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day of May, 1986.

Vicky C. Benson
NOTARY PUBLIC

My Commission Expires: 12-7-86

NORTH CAROLINA

Beaufort COUNTY

I, Louise Mayo, a Notary Public for said County and State, certify that THOMAS A. VANN, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10th day of June, 1986.

Louise Mayo
NOTARY PUBLIC

My Commission Expires: 7-16-90

NORTH CAROLINA

PITT COUNTY

I, Tamara M. Hines, a Notary Public for said County and State, certify that J. LARKIN LITTLE, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 1st day of July, 1986.

Tamara M. Hines
NOTARY PUBLIC

My Commission Expires: 9-24-90

NORTH CAROLINA

WAKE COUNTY

I, Alfred P. Carlton, Jr., a Notary Public for said County and State, certify that ALFRED P. CARLTON, JR., Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29th day of July, 1986.

Janice P. Keziah
NOTARY PUBLIC

My Commission Expires: 12-4-89

JANICE P. KEZIAH
NOTARY PUBLIC
WAKE COUNTY, N. C.
My Commission Expires 12 4 89

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NORTH CAROLINA

PITT COUNTY

The foregoing certificate(s) of _____
is/are certified to be correct.

Filed for registration at 2:51 o'clock P.m.
this the _____ day of _____, 1986.

ELVIRA T. ALLRED
Register of Deeds of Pitt County

BY: _____

NORTH CAROLINA

PITT COUNTY

The foregoing certificates of Vicky C. Benson, Patricia K. Abrams, Laurie Mayo, Tamara W. Hines, Janet B. Taylor, Carol L. Steenson, Judy A. Brock, and Janice P. Keziah, notaries public for the aforesaid counties and states, are certified to be correct.

Filed for registration at 2:51 o'clock PM this 28th day of July, 1986.

ELVIRA T. ALLRED, REGISTER OF DEEDS

BY Elvira T. Allred