

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by J. R. YORKE CONSTRUCTION COMPANY, INC., hereinafter referred to as "DECLARANT."

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of certain property in Winterville Township, 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 in the City of Greenville, Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Lot Numbers 33 and 34 of the Oakmont Professional Plaza, Section 2, and more particularly described in Map Book 22, at Page 118 of the Pitt County Public Registry; and as more particularly described on that certain survey entitled "Lexington Square Townhouses Phase 2", dated July 13, 1982 prepared by Olsen Associates, Inc. and appearing of record in Map Book 30 at Page 161, Pitt County Public Registry and BEGINNING at a concrete monument in the right-of-way line of Oakmont Drive, said concrete monument being located in the southern corner of Lot No. 20 of Oakmont Professional Plaza, Section 2, and from said concrete monument, the POINT OF BEGINNING, North 49°45'00" East 228.99 feet more or less to a concrete monument in the southern boundary line of Lot No. 22 of the Oakmont Professional Plaza, Section 2, thence from said concrete monument South 40°15'00" East 200.00 feet more or less to an iron pipe in the northern right-of-way of Oakmont Drive, thence South 49°45'00" West 138.99 feet more or less along the northern right-of-way of Oakmont Drive to an iron pipe, thence with the said right-of-way and along the curve in the right-of-way of Oakmont Drive to an iron pipe in the southwestern boundary line of Lot No. 34 of the Oakmont Professional Plaza, Section 2, and thence from said iron pipe North 40°15'00" West 110.00 feet more or less to a concrete monument in the right-of-way of Oakmont Drive, the POINT OF BEGINNING, containing approximately 44,060 square feet or 1.012 acres, in total area.

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 Lexington Square Phase 2 Homeowners Association, 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 owned by the Association at the time of the conveyance of the first lot is described as follows:

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

Lot Numbers 33 and 34 of the Oakmont Professional Plaza, Section 2, and more particularly described in Map Book 22, at Page 118 of the Pitt County Public Registry; and as more particularly described on that certain survey entitled "Lexington Square Townhouses Phase 2", dated July 13, 1982 prepared by Olsen Associates, Inc. and appearing of record in Map Book 30 at Page 161, Pitt County Public Registry and BEGINNING at a concrete monument in the right-of-way line of Oakmont Drive, said concrete monument being located in the southern corner of Lot No. 20 of Oakmont Professional Plaza, Section 2, and from said concrete monument, the POINT OF BEGINNING, North 49°45'00" East 228.99 feet more or less to a concrete monument in the southern boundary line of Lot No. 22 of the Oakmont Professional Plaza, Section 2, thence from said concrete monument South 40°15'00" East 200.00 feet more or less to an iron pipe in the northern right-of-way of Oakmont Drive, thence South 49°45'00" West 138.99 feet more or less along the northern right-of-way of Oakmont Drive to an iron pipe, thence with the said right-of-way and along the curve in the right-of-way of Oakmont Drive to an iron pipe in the southwestern boundary line of Lot No. 34 of the Oakmont Professional Plaza, Section 2, and thence from said iron pipe North 40°15'00" West 110.00 feet more or less to a concrete monument in the right-of-way of Oakmont Drive, the POINT OF BEGINNING, containing approximately 44,060 square feet or 1.012 acres, in total area.

EXCEPT AND EXCLUDING Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 as shown on that certain survey dated July 13, 1982, entitled Lexington Square Townhouses, Phase 2, prepared by Olsen Associates, Inc., Greenville, North Carolina.

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 J. R. Yorke Construction Company, 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. Owners' 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 2/3rds of each class of members has been recorded.

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 one 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:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each 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. The Class B membership shall cease and be converted to Class A membership in the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on \_\_\_\_\_.

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 therefore, 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, maintenance and repairs, 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 assessment is made.

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, improvements and maintenance of Properties, and of the homes situated upon the Properties, services and facilities devoted to this purpose and related to the exterior maintenance of homes situated upon 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 procurement and maintenance of insurance in accordance with the By-Laws, 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 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$18.<sup>00</sup> per month  
*raised to \$28.00/mo.*  
per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1st of each year without a vote of the membership by 5%.

(b) 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 above that established by Section 3, Paragraph (a) by a vote of the members for the next succeeding two (2) years, for each succeeding period of two (2) years, 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 meetings. 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 of 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, re-construction, 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 vote 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. 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 eight (8) 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 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 non-profit 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 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.



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 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 Lots without need for approval of the architectural committee; but a storm door placed and maintained at the entrance, or front door, to a Lot 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 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 for household or residential purposes.

Section 4. Outside Antennas. No outside radio or television antennas shall be erected on any Lot 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. Prohibition of Boats, Campers, Trailers. No motor boats, sailboats, catamarans, or any other type boat shall be allowed on any part of the Common Areas or parking lot. Any trailer used for the transport of such boats is also prohibited from the Common Area and parking lot. Any other camper or trailer is also prohibited from any part of the Common Area or parking lot.

#### ARTICLE IX

##### EASEMENTS

Section 1. 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.

Section 2. Declarant grants and conveys, an easement appurtenant to all lots in Lexington Square Townhouses Phase 2, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 as shown on that certain survey entitled "Lexington Square Townhouses Phase 2," dated July 13, 1982, prepared by Olsen Associates, Inc. and appearing of record in Map Book 30, at Page 161, Pitt County Public Registry, reference to which is hereby directed for a more complete and accurate description, for the encroachment of improvements constructed on said lots to the extent that such improvements actually encroach the Common Area, including, but not limited to such structures as overhanging eaves, stoops, bay windows, porches, gutters and downspouts, foundation footings and building walls.

#### 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. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way 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 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 of the Veterans Administration: (a) annexation of additional properties, dedication of Common Area, and (b) amendment to this Declaration of Covenants, Conditions and Restrictions:

IN WITNESS WHEREOF, J. R. YORKE CONSTRUCTION COMPANY, INC., the Declarant herein, has caused this instrument to be executed in its name by its duly authorized officers, this the \_\_\_\_\_ day of \_\_\_\_\_, 1982.

J. R. YORKE CONSTRUCTION COMPANY, INC.

BY \_\_\_\_\_  
JEAN ROGERS-YORKE, President

ATTEST:

\_\_\_\_\_  
MICHAEL WHITLEY YORKE,  
Secretary

NORTH CAROLINA

PITT COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that MICHAEL WHITLEY YORKE personally appeared before me this day and acknowledged the he is Secretary of J. R. YORKE CONSTRUCTION COMPANY, 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, JEAN ROGERS-YORKE, sealed with its corporate seal and attested by himself as its Secretary.

Witness my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

DECLARATION AND ANNEXATION  
OF ADDITIONAL PROPERTIES  
BY LEXINGTON SQUARE PHASE 2  
HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION AND ANNEXATION OF ADDITIONAL PROPERTIES BY LEXINGTON SQUARE PHASE 2 HOMEOWNERS ASSOCIATION, INC., made and entered into this the 28th day of October, 1983 by and between J. R. Yorke Construction Company, Inc., a North Carolina corporation, hereinafter referred to as "Declarant", and Lexington Square Phase 2 Homeowners Association, Inc., a North Carolina nonprofit corporation;

W I T N E S S E T H:

WHEREAS Declarant is the owner or may become the owner of certain property which will be identified respectively as Lexington Square Phases 3 and 4, which lands are more particularly described as follows:

Tract 1: Lying and being situate in the City of Greenville, Pitt County, North Carolina, and being all of Lexington Square Townhouses, Phase 3 as shown on map entitled "Lexington Square Townhouses Phase 3" by Olsen Associates, Inc., Registered Surveyors, dated April 8, 1983, as revised on October 19, 1983 and recorded in Map Book 31, Page 186 of the Pitt County Registry, reference to which is hereby directed for a more accurate description of the premises.

Tract 2: Lying and being situate in the City of Greenville, Pitt County, North Carolina, and being known and designated as all of Lots 21 and 22, of Oakmont Professional Plaza, Section 1, as appears on map of record in Map Book 22, Pages 43 and 43A of the Pitt County Registry and which Tract 2 is to be developed as Lexington Square Townhouses Phase 4.

WHEREAS, the "common area" lands in "Lexington Square Townhouses Phase 3" are described as follows:

Lying and being situate in the City of Greenville, Pitt County, North Carolina, and being all of Lexington Square Townhouses, Phase 3 as shown on map entitled "Lexington Square Townhouses Phase 3" by Olsen Associates, Inc., Registered Surveyors, dated April 8, 1983, as revised on October 19, 1983 and recorded in Map Book 31, Page 186 of the Pitt County Registry, reference to which is hereby directed for a more accurate description of the premises.

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THERE IS EXCEPTED FROM THE FOREGOING the unit ownership area shown on map hereinafter referred to as Lots 1 through 9, inclusive, and also the unit ownership area shown on said map as Future Units 10-14, inclusive.

THERE IS FURTHER EXCEPTED HEREFROM the area within the right-of-way of Oakmont Drive as shown on map hereinafter referenced.

All of the foregoing excepted portions are accurately shown on map by Olsen Associates, Inc., dated April 8, 1983, as revised on October 19, 1983, entitled "Lexington Square Townhouses Phase 3", of record in Map Book 31, Page 186 of the Pitt County Public Registry, reference to which is hereby directed for a more accurate description of same.

WHEREAS, the officers, shareholders and directors of Declarant, have requested that Lexington Square Phase 2 Homeowners Association, Inc. annex the above-described property, and;

WHEREAS, Article X, Section 4 of the Declaration of Covenants, Conditions and Restrictions for Lexington Square Phase 2 Homeowners Association, Inc. as recorded in Book H-51, Page 716, together with Article IV, Paragraph (f) of the Articles of Incorporation of Lexington Square Phase 2 Homeowners Association, Inc. as recorded in Book of Corporations 21, Page 367, of the Pitt County Registry, permit the annexation of additional residential property and common area with the consent of two-thirds (2/3) of each class of members of Lexington Square Phase 2 Homeowners Association, Inc., and;

WHEREAS, there being no Class B members remaining in Lexington Square Phase 2 Homeowners Association, Inc., and by a vote and resolution of the Board of Directors and the consent of more than two-thirds (2/3) of the Class A members of Lexington Square Phase 2 Homeowners Association, Inc. at a called meeting of its Board of Directors and members, Lexington Square Phase 2 Homeowners Association, Inc. resolved to annex the above-described property at the request of Declarant, and;

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WHEREAS, Declarant has elected to impress all of Tract 1 of the hereinabove described lands with the identical covenants, conditions and restrictions as contained in the Declaration of Covenants, Conditions and Restrictions for Lexington Square Phase 2 as recorded in Book H-51, Page 716 subject to the modifications to said Declaration of Covenants, Conditions and Restrictions as hereinafter set forth.

NOW, THEREFORE, Lexington Square Phase 2 Homeowners Association, Inc. hereby consents to the annexation of Tracts 1 and 2 hereinabove described and Declarant hereby impresses all of Tract 1 hereinabove described with the identical covenants and provisions as contained in the aforesaid Declaration of Covenants, Conditions and Restrictions recorded in Book H-51, Page 716 of the Pitt County Registry specifically including Articles I through X inclusive thereof except that certain terms of said Declaration of Covenants, Conditions and Restrictions are modified only as same are applicable to Lexington Square Townhouses Phase 3 to incorporate therein the description of the common area for Lexington Square Townhouses Phase 3 hereinabove described as well as to incorporate in Article IX, Section 2 the description of all of lots in Lexington Square Townhouses Phase 3, being Lots 1 through 14, inclusive, as shown on the above-referenced map of Lexington Square Townhouses Phase 3. Further, Article III, Section 2 of said Declaration of Covenants, Conditions and Restrictions is modified only as same applies to Lexington Square Townhouses Phase 3 to provide that Class B membership shall cease and be converted to Class A membership upon the happening of the earlier of the following:

- (a) when the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership, or
- (b) on July 1, 1984.

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For purposes of this Declaration and Annexation of Additional Properties, the Bylaws of Lexington Square Phase 2 Homeowners Association, Inc., together with the Corporate Charter thereof, shall apply to Tracts 1 and 2 hereinabove described.

IN WITNESS WHEREOF, J. R. Yorke Construction Company, Inc. and Lexington Square Phase 2 Homeowners Association, Inc. have caused this instrument to be signed in their respective corporate names by their respective duly authorized officers and their respective seals to be affixed hereto, all by the authority of their respective Boards of Directors, this the day and year first above written.

J. R. YORKE CONSTRUCTION COMPANY, INC.

BY: Jean Rogers - Yorke (SEAL)  
PRESIDENT



ATTEST:  
Mike W. Yorke  
SECRETARY

LEXINGTON SQUARE PHASE 2 HOMEOWNERS ASSOCIATION, INC.

BY: David D. Elbo (SEAL)  
President



ATTEST:  
Kathie J. Cameron  
SECRETARY



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NORTH CAROLINA

PITT COUNTY

I, Hazel F. Moss, a Notary Public in and for the aforesaid County and State, do hereby certify that Mike W. Yorke personally appeared before me this day and acknowledged that he is Secretary of J. R. YORKE CONSTRUCTION COMPANY, 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, Jean Rogers-Yorke, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 28th day of October, 1983.



Hazel F. Moss  
Notary Public

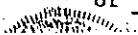
My Commission Expires:  
Jan. 30, 1985

NORTH CAROLINA

PITT COUNTY

I, Hazel F. Moss, a Notary Public in and for the aforesaid County and State, do hereby certify that Kathie S. Cameron personally appeared before me this day and acknowledged that she is Secretary of LEXINGTON SQUARE PHASE 2 HOMEOWNERS ASSOCIATION, INC., a nonprofit 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, David D. Elks, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and Notarial Seal, this the 28th day of October, 1983.



NORTH CAROLINA: Pitt County

The foregoing certificate of Hazel F. Moss N.P. of Pitt County, NC  
is certified to be correct.

Filed for registration at 10:57 o'clock A.M. this 31st day of  
October, 1983.

ELVIRA T. ALLRED, Register of Deeds

BY Elvira T. Allred