

STATE OF NORTH CAROLINA  
COUNTY OF PITT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 6<sup>th</sup> day of August, 1999, by Bill Clark Homes of Greenville, L.L.C. of Pitt County, North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

Whereas, Declarant is the owner of certain property lying and being situated in Pitt County, North Carolina and being all of Shamrock Cluster Development (Phase 1), which is more particularly identified as being shown on the map by Stroud Engineering, P.A. dated August 12, 1998, and recorded in Map Book 50, Page 140 of the Pitt County Registry (hereinafter "property"); and

Whereas said property has been duly designated and zoned by the City of Greenville as a Residential Cluster Development, and pursuant to Section 9-4-202 of the Zoning Regulation of the City of Greenville, certain common open space has been created to be governed by these covenants; and

Whereas, Declarant proposes to sell and convey certain lots shown on the aforesaid map to be used for residential purposes and to develop said lots; and

Whereas, Declarant, prior to selling and conveying the aforesaid residential lots, desires to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit of all of the residential lots in the subdivision in order to promote the best interests and protect the investments of Declarant and Owners.

NOW, THEREFORE, in order to comply with said zoning ordinances, Declarant hereby declares that all of the property hereinabove described and any additional property as may be subsequently amended to be added to and subjected to this Declaration 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 property and shall be binding on all parties having any 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 unless by vote of the then owners of the lots located within said land, it is agreed to change said covenants in whole or in part as set forth herein.
2. No noxious or offensive trade of activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood.
3. 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.
4. Only a single family residence that has at least 1400 square feet of enclosed heated living floor area may be erected, placed or permitted to remain on a lot.
5. The property herein described shall be used for residential purposes only and no business or commercial enterprise may be carried on upon the premises. This restriction, however, shall not prevent any support activities in conjunction with Residential Cluster Developments such as management offices, maintenance areas, swimming pool, snack areas, central meeting room areas and other such functions normally associated with Residential Cluster Developments.
6. If the parties claiming hereunder, or any of their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein except as hereinafter provided, then it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation except the Declarant who is specifically excluded from any liability for damages.
7. Nothing herein contained shall be construed as imposing any covenants or restriction on any property of the Declarant of this subdivision other than those properties to which these restrictive covenants specifically apply.
8. Drainage and utility easements are reserved on said lots as shown on the recorded plat aforementioned.
9. 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 clean and sanitary condition.

No satellite television reception dish shall be erected, placed or allowed to remain on any lot; except for a satellite reception dish that is approved by the Board of Directors and is smaller than eighteen (18) inches. No television antennae or radio antennae shall be erected on any structure on any lot. No fences may be erected upon any lot without the prior written approval of the Board of Directors so as to keep all fences consistent as to material, height and design; except for fences that are constructed during the building process and before the initial sale. No pets may be allowed outside fenced in areas unless under the immediate direct supervision and control of a responsible person and at no time will a pet be allowed to run loose or be left unattended whether restrained or not.

10. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that no more than two (2) household pets including domesticated dogs and cats and small non-offensive and harmless household pets may be kept by the owner of the property, provided that these pets are not kept or used for breeding or maintained for any commercial purpose; and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep no more than two (2) pets.

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.

12. Each lot owner shall be a member of the Association and shall remain a member until he ceases to be a lot owner. The interest of the member in the Association or its assets cannot be transferred or encumbered except as an appurtenance of his lot.

13. Each owner of a lot shall be entitled to one vote for each such lot owned.

14. Shamrock Cluster Development Homeowners Association, Inc. will be conveyed the common area as shown on the map recorded in Map Book 50 at Page 140; and such other common area as from time to time Declarant elects to convey to the Association that is a portion of the land described in that certain deed of record in Book 727 at Page 827; Book 727 at Page 831; Book 822 at Page 849; and Book 823 at Page 1.

15. Shamrock Cluster Development Homeowners Association, Inc. in order to comply with Section 9-4-202 of the Zoning Ordinance of the City of Greenville shall have the authority to levy assessment for liability insurance, local taxes, maintenance of roads, recreational and other common facilities and such other matters as it deems appropriate. Specifically, it shall provide for yard maintenance for all of the common area and shall have the authority, but not the obligation, to provide for yard maintenance for such portion of the non-common area that can be entered without the necessity of opening an enclosure, and to that extent the non-common area as is needed or appropriate to maintain the vegetation, either in the common or non-common areas, as directed by the Shamrock Cluster Development Homeowners Association, Inc. Assessments shall be prorated among the owners in the same ratio as the number of votes such owner has to the total votes by the Board of Directors of the Association. Provided that assessments for each lot

owned by Declarant shall be at the rate of 25% of the assessments attributable to lots which have been conveyed to third parties.

In order to provide for harmony of appearance and unimpeded yard maintenance by the Association outside that portion of the non-common area that can be entered without the necessity of opening an enclosure "the unenclosed area," the following shall apply:

a. No building, fence, wall, playground equipment or other structure shall be commenced, erected or maintained upon such unenclosed area, nor shall any exterior addition to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same 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 Associations, or by an architectural committee composed of three (3) representatives appointed by the Board.

b. No plants, ornaments, pools or other objects shall be placed, located or allowed to remain in such unenclosed area without the prior approval of the Board of Directors. No boats, trailers, vehicles or other similar items of personal property shall be placed, stored or permitted to remain in the unenclosed area. All mailboxes shall be of a uniform standard and appearance to be approved by the Board of Directors.

c. The Board of Directors may regulate any activities in such unenclosed areas so long as such regulations are duly adopted and uniformly applied.

d. It is the intent of this addition to the Declarations to provide that as part of the initial construction of each house on each lot that there will also be constructed an enclosed area or patio for each house. Within the enclosed area or patio, each owner may maintain such plants, furniture, grills, playground equipment and similar personal property as such owner desires. However, in order to maintain a uniform appearance outside the enclosed area or patio, no owner or other person shall plant, construct, store or otherwise place anything or perform, carry on or allow any activity that would interfere with the uniform appearance of the exterior of such initial structure except as set out above. In particular, each garage shall have a garage door which shall be kept closed at all times except when used for ingress and egress of a vehicle.

> *Written Request*

16. The covenants and restrictions contained in 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 one (1) year. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners provided that no amendment shall alter any obligation to pay assessments to benefit the Common Use Areas, as herein provided, affect any lien for the

payment of same or alter any rights reserved by Declarant. To be effective, any amendment must be recorded in the Office of the Register of Deeds of Pitt County, North Carolina and a marginal Register of Deeds of Pitt County, North Carolina and a marginal entry of same must be signified on the face of this document.

17. The invalidation of any one of these covenants by judgment, court order of 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.

18. Declarant reserves the right to incorporate such part of all of the remainder of the property described in the deed of record in Book 727 at Page 827; in Book 727 at Page 831; in Book 822 at Page 849; and in Book 823 at Page 1 of the Pitt County Registry into the "property" to be subjected to the terms of this instrument as if originally described herein by recording an instrument or instruments to that affect in the Pitt County Registry at any time before January 1, 2019.

IN WITNESS WHEREOF, the Declarant, BILL CLARK HOMES OF GREENVILLE, L.L.C., has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, have set their hands and seals all as of the 6<sup>th</sup> day of August, 1999.

BILL CLARK HOMES OF GREENVILLE, L.L.C. (SEAL)

By: William H. Clark (SEAL)  
WILLIAM H. CLARK, MANAGER

By: Jim Hogg (SEAL)  
MANAGER

Washington NORTH CAROLINA  
PITT COUNTY

I, Martha W. Hopkins a Notary Public of the County and State aforesaid, do hereby certify that WILLIAM H. CLARK, Manager, and Jimmy Hunsbrey Manager, personally appeared before me this day and acknowledged that (s)he is a Manager of BILL CLARK HOMES OF GREENVILLE, L.L.C., a Limited Liability Company, and further acknowledged the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and official stamp or seal, this the 6<sup>th</sup> day of August, 1999.

Martha W. Hopkins  
Notary Public

My commission expires: July 6, 2003



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

Martha W. Hopkins

Notary(ies) Public is (are) certified to be correct. Filed for registration at 12:19 o'clock P M. this 6 day of August 19 99.

JUDY J. TART, Register of Deeds  
By Deborah Bauington  
Assistant/Deputy Register of Deeds

NORTH CAROLINA  
PITT COUNTY

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
SHAMROCK CLUSTER DEVELOPMENT, PHASE 2**

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "SHAMROCK CLUSTER DEVELOPMENT PHASE 2", recorded in map Book 53 at Page 187, prepared by Stroud Engineering, P.A., dated June 26, 2000 in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 954 at Page 701, pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration.

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "SHAMROCK CLUSTER DEVELOPMENT PHASE 2", recorded in Map Book 53 at Page 187, prepared by Stroud Engineering, P.A., dated June 26, 2000 in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 954 at Page 701.

Joanna R. Lee join in the execution of this Declaration for the purpose of subordinating her Lot, being all of Lot 31 of Shamrock Cluster Development, Phase 2 as shown on a map of record prepared by Stroud Engineering, P.A., dated June 26, 2000

recorded in Map Book 53 at page 187 of the Pitt Count Registry, to the covenants, conditions and restrictions of this Declaration.

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 14 day of February, 2001.

Joanna R. Lee have set her hand and seal as of the 14<sup>th</sup> day of February 2001.

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
Manager

By: \_\_\_\_\_ (SEAL)  
Manager

[Signature] (SEAL)  
Joanna R. Lee

NORTH CAROLINA  
PITT COUNTY

I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that W.H. Clark, Manager, and \_\_\_\_\_ Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 7 day of February, 2001.

[Signature]  
Notary Public

My Commission Expires: 7-5-03

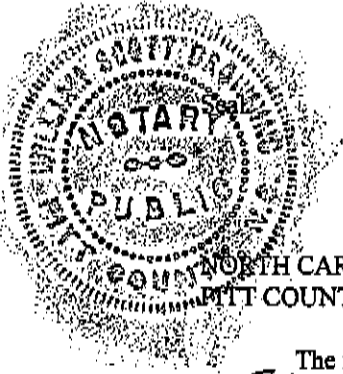


NORTH CAROLINA  
PITT COUNTY

I, William Scott Browning, a notary of Public of the County and State aforesaid, do hereby certify that Joanna R. Lee personally appeared before me this day and acknowledged the execution of this instrument.



Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of February, 2001.



William Scott Breuninger  
Notary Public

My commission expires: 9/28/03

NORTH CAROLINA  
HOKE COUNTY

The foregoing certificate(s) of Marta H. Gibbs & William Scott Blouning  
Notary(ies) Public is(are) certified to be correct. Filed for registration at 4:00 o'clock PM this 15  
day of February, 2001.

[Signature]  
Register of Deeds

By: \_\_\_\_\_  
Assistant/Deputy Register of Deeds

12/27/2003 21:23 1-2327-0870100 DRAWINGS & FILE LI FILE 04/03

NORTH CAROLINA  
PITT COUNTY

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
SHAMROCK CLUSTER DEVELOPMENT PHASE 3

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "SHAMROCK CLUSTER DEVELOPMENT PHASE 3 ", recorded in map Book 58 at Page 7, prepared by Stroud Engineering, P.A., dated April 30, 2002 in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 954 at Page 701 pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration;

NOW THEREFORE, the Declarant does hereby publish and declare that all of the property described in that certain plat entitled "SHAMROCK CLUSTER DEVELOPMENT PHASE 3", recorded in Map Book 58 at Page 7, prepared by Stroud Engineering, P.A., dated April 20, 2003, in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 954 at Page 701 of the Pitt County Registry, the same as if originally set out therein; and

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 3 day of December, 2003

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: [Signature] (SEAL)  
 Manager

By: [Signature] (SEAL)  
 Manager

NORTH CAROLINA  
 PITT COUNTY

I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that Jimmy Humphrey, Manager, and Jacob Fine, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 3 day of December, 2003.

[Signature]  
 Notary Public

My Commission Expires: 7-5-08

NORTH CAROLINA  
PITT COUNTY

AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
SHAMROCK CLUSTER DEVELOPMENT PHASE 4

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Bill Clark Homes of Greenville, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land shown on a plat entitled "SHAMROCK CLUSTER DEVELOPMENT PHASE 4", recorded in map Book 61 at Page 23, prepared by Stroud Engineering, P.A., dated December 2, 2003 in the Pitt County Registry (hereinafter "property"); and,

WHEREAS, the Declarant now wishes to amend the original Declaration of Covenants, Conditions and Restrictions ("Original Declaration") recorded in Book 954 at Page 701 pursuant to Declarant's rights to develop additional property by incorporating additional land under said Original Declaration;

NOW THEREFORE, the Declarant does hereby publish and declare that all of the

property described in that certain plat entitled "SHAMROCK CLUSTER DEVELOPMENT PHASE 4", recorded in Map Book 61 at Page 23, prepared by Stroud Engineering, P.A., dated December 2, 2003, in the Pitt County Registry and occupied and improved, subject to the Original Declaration of record in Book 954 at Page 701 of the Pitt County Registry, the same as if originally set out therein; and

IN WITNESS WHEREOF, the Declarant, Bill Clark Homes of Greenville, L.L.C. does hereby adopt the work "Seal" as its seal and does hereunto set its hand and seal by its designated manager or managers on this the 4th day of March, 2004

BILL CLARK HOMES OF GREENVILLE, L.L.C.

By: Jimmy Humphrey (SEAL)  
Manager

By: Jacob Fine (SEAL)  
Manager

NORTH CAROLINA  
PITT COUNTY

I Meta H. Gibbs, a Notary Public of the County and State aforesaid, do hereby certify that Jimmy Humphrey, Manager, and Jacob Fine, Manager, personally appeared before me this day and acknowledged that he (they) is (are) a manager(s) of Bill Clark Homes of Greenville, L.L.C., a Limited Liability Company, and further acknowledge the due execution of this instrument on behalf of the Limited Liability Company.

WITNESS my hand and seal or official stamp, this the 4 day of March, 2004.

Meta H. Gibbs  
Notary Public

My Commission Expires: 7-5-08

Doc ID: 012491340008 Type: CRP  
Recorded: 06/05/2014 at 10:40:37 AM  
Fee Amt: \$26.00 Page 1 of 8  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS  
BK 3227 Pg 636-643

File: William Hill

STATE OF NORTH CAROLINA  
COUNTY OF PITT

AN AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF SHAMROCK CLUSTER  
DEVELOPMENT HOMEOWNERS ASSOCIATION

WITNESSETH

KNOW ALL MEN BY THESE PRESENTS, that the Shamrock Cluster Development Homeowners Association, Inc., a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina, and having its principal office and place of business in Greenville, Pitt County, North Carolina, does hereby amend its Declaration of Covenants, Conditions and Restrictions appearing in Book 954 page 701 and subsequent of the Pitt County Register of Deeds Office as subsequently amended to read as follows:

1. Binding Covenants: These covenants shall run with the land and shall be binding on all parties and persons claiming under them unless by vote of the then owners of lots located within said land it is agreed to change said covenants in whole or in part as set forth herein.

2. No Noxious or Offensive Activities: No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood. The property herein described shall be used for residential purposes ONLY.

3.No Structure of a Temporary Nature. included 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.

4.Minimum Square Feet: Only a single family residence that has at least 1800 square feet of enclosed heated living floor area may be erected, placed or permitted to remain on a lot.

5.Violation of Covenants: If the parties claiming hereunder, or any of their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein except as hereinafter provided, then it shall be lawful for any other person or persons owning real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation.

6.Easements: Drainage and utility easements are reserved on said lots as shown on the recorded plat aforementioned.

7.Trash: 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. Trash cans should be kept inside the garage or fenced in areas except when placed outside for collection. Trash receptacles should be placed at curbside no earlier than dusk on the evening prior to scheduled collection. Emptied receptacles must be removed from curbside no later than daybreak following scheduled collection. All individual lot owners are required to keep their respective portion of their property free and clear of weeds, rubbish, trash, debris and other matter.

8.Satellite Dishes: No satellite television reception dish, radio antennae, or other similar device shall be allowed on any Lot, except that satellite receiving dishes, no greater in size

than twenty-four (24) inches in diameter, shall be allowed, but only upon approval by the Board as to the size and location of the satellite receiving dish, and only if it is located in a way to minimize the visibility of such satellite receiving dish from any street or adjoining property. The Board may impose screening requirements by vegetation or otherwise, as it deems appropriate.

9.Fences: No fences may be erected upon any lot without the prior written approval of the Board of Directors so as to keep all fences consistent as to material, height and design

10.Pets: No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that no more than two household pets including domesticated dogs and cats and small non-offensive and harmless household pets may be kept by the owner of the property, provided that these pets are not kept for breeding or maintained for any commercial purpose, and it is further the intent of this covenant to allow lot owners to keep no more than two pets. No pets may be allowed outside fenced in areas unless under the immediate supervision and control of a responsible person, and at no time will a pet be allowed to run loose whether restrained or not. All pets must be on a leash at all times when outside the homeowners' yard or fenced in area. The pet owner must always "scoop the poop".

11. Signs: (a) Only one "For Sale" sign may be placed per lot and it must be placed in the pine straw planting area. No signs may be placed in the grassy areas or at the entrances to the complex. A direction sign may be placed at the entrance for one day for an open house and it must be removed immediately at the conclusion of the Open House.

(b) No signs pertaining to a business or commercial enterprise may be placed upon the premises or upon the common areas.

12.Flags: An individual may display only a flag of the United States of America and/or a flag of the State of North Carolina and of no other political entity. Such a flag is not to exceed four (4) feet by six (6) feet in dimensions. An owner may display one political sign not to exceed 24 inches by 24 inches no earlier than 45 days before the day of an election and no later than 7 days after the election. In addition not more than one small ornamental flag may be displayed.



13. Holiday Decorations: Holiday decorations may be displayed no more than four weeks prior to the holiday and must be removed within two weeks following the holiday.

14. Member of Association: Each lot owner shall be a member of the Association and shall remain a member until he ceases to be a lot owner. The interest of the member in the Association or its assets cannot be transferred or encumbered except as an appurtenance of his lot.

15. Votes: Each owner (or owners) of a lot shall be entitled to only one vote for each lot owned. No split votes will be allowed and there shall be no cumulative voting.

16. Land Area: Shamrock Cluster Development is comprised of a certain tract of land situated in Pitt County, Greenville, North Carolina, shown as a plat entitled "Shamrock Cluster Development, phases 1, 2, 3, and 4", as recorded in Map book 50, page 140, prepared by Stroud Engineers, P.A. in the Pitt County Register of Deeds office. There are at present 66 lots contained within this land area.

17. Assessments: Shamrock Cluster Development Homeowners Association, Inc. in order to comply with Section 9-4-202 of the Zoning Ordinance of the City of Greenville shall have the authority to levy assessments for liability insurance, local taxes, maintenance of roads, recreational and other common facilities and such other matters as it deems appropriate. Specifically, it shall provide for yard maintenance for all the common area and shall have the authority, but not the obligation, to provide for yard maintenance for such portion of the non-common area that can be entered without the necessity of opening an enclosure, and to that extent the non-common area as is needed or appropriate to maintain the vegetation, either in the common or non-common area, as directed by the Shamrock Cluster Development Homeowners Association, Inc. Assessments shall be prorated among the owners in the same ratio as the number of votes such owner has to the total votes by the Board of Directors of the Association.

18. Landscape Guidelines: In order to provide for harmony of appearance the following shall apply:

(a) No building, fence, wall, playground equipment or other structure shall be commenced, erected or maintained upon such unenclosed area, nor shall any exterior addition to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same 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 comprised of three representatives appointed by the Board.

(b) No ornaments, pools or other objects shall be placed, located or allowed to remain in such unenclosed area without the prior approval of the Board of Directors. No boats, trailers, vehicles or other similar items of personal property shall be placed, stored or permitted to remain in the unenclosed area. All mailboxes shall be of a uniform standard and appearance to be approved by the Board of Directors. Numbers on mailboxes and on homes must be of the same style, material and size to match existing homes.

(c) Each garage shall have a garage door which shall be kept closed at all times except when used for ingress and egress of a vehicle. The door may be left raised no more than 12 inches from the bottom to allow for air circulation.

(d) Within the enclosed area or patio each owner may maintain such plants, furniture, grills, playground equipment and similar personal property as each owner desires.

(e) The Board of Directors may regulate any activities in such unenclosed areas so long as such regulations are duly adopted and uniformly applied as explained in the Standards for Landscape and Structural Alterations.

19. Roof or Shingle Replacement: Replacement or repair of roof shall be of similar color and material, and must be architectural in style.

20. Amendments: The covenants and restrictions contained in this Amendment to the Declaration of Covenants shall run with the land for a term of twenty years from the date of

the original covenants (August 6, 1999) after which time they shall be automatically extended for successive periods of one year. This Declaration may be amended in full or in part by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, provided that no amendment shall alter any obligation to pay assessments to benefit the Common Use Areas, as herein provided, or affect any lien for the payment of same. To be effective, any amendment must be recorded in the Office of the Register of Deeds of Pitt County, North Carolina, and a marginal entry of same must be signified on the face of this document.

**21. Invalidation:** 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.

IN WITNESS WHEREOF Shamrock Cluster Development Homeowners Association, Inc., has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal thereunto affixed by authority of its Board of Directors, have set their hands and seals all as of the 5<sup>th</sup> day of June, in the year of 2014

SHAMROCK CLUSTER DEVELOPMENT HOMEOWNERS ASSOCIATION, INC.

By: 

John Selby, President Shamrock HOA

By: 

Mary Snow Hill, Vice President  
Shamrock HOA

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Mary Snow Hill and John Selby.

Date June 5, 2014

Tricia R. Fausti

Tricia R. Fausti, Notary Public

My commission expires: July 11, 2016

