

File: Browning + Hill  
STATE OF NORTH CAROLINA  
COUNTY OF PITT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 17 day of June, 2000, 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 Wyngate Subdivision (Phase 1), which is more particularly identified as being shown on the map by Malpass & Associates recorded on December 13, 1999, and recorded in Map Book 52, Page 169 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 900 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 eighteen (18) inches or smaller. The Board of Directors shall determine the location of the satellite reception dish. 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. Wyngate Homeowners Association will be conveyed the common area as shown on the map recorded in Map Book 52 at Page 169; 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 963 at Page 795.

15. Wyngate Homeowners Association 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 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 Wyngate Homeowners Association. 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 declarant, 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.

16. The Declarant, their successors or assigns, reserve the right to amend, modify or vacate any restrictions herein contained whenever the circumstances, in the opinion of the Declarant, his successors or assigns, warrant such amendment, modification, or vacation as being necessary or desirable within six (6) years from the date of this instrument. In addition to the Declarant's rights to amend, modify, vacate, these restrictions may be amended by a vote of the owners of ninety percent (90%) of all lots located within Wyngate Subdivision (Phase 1).

17. All covenants, restrictions and obligations set forth herein shall run with the land and shall be binding on all parties or persons claiming hereunder for a period of ten (10) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) of Wyngate (Phase 1) has been recorded setting forth the modifications of said covenants.

18. 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.

19. Declarant reserves the right to incorporate, any additional land the declarant may purchase which adjoins said property along with all of the remainder of the property described in the deed of record in Book 963 at Page 795 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, 2020.

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 17<sup>th</sup> day of June, 2000.

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

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

By: \_\_\_\_\_ (SEAL)  
- MANAGER

NORTH CAROLINA  
PITT COUNTY

I, William Scott Browning, a Notary Public of the County and State aforesaid, do hereby certify that WILLIAM H. CLARK, Manager, and \_\_\_\_\_, 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 19 day of June 2000.

William Scott Browning  
Notary Public

My commission expires: 9/28/03



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

Notary(ies) Public is (are) certified to be correct. Filed for registration at 10:44 o'clock A M. this 20 day of June 2000.

JUDY J. TART, Register of Deeds  
By Judy J. Tart  
Assistant/Deputy Register of Deeds