

ARTICLES OF INCORPORATION
OF
SOUTH POINTE OF PITT OWNERS' ASSOCIATION, INC.

The undersigned, being of the age of eighteen years or more, does hereby make and acknowledge these Articles of Incorporation for the purpose of forming a non-profit corporation under and by virtue of Chapter 55A of the General Statutes of North Carolina and the laws of the State of North Carolina.

ARTICLE I
NAME

The name of the corporation is SOUTH POINTE OF PITT OWNERS' ASSOCIATION, INC.

ARTICLE II
DURATION

The period of duration of the corporation is perpetual.

ARTICLE III
PURPOSES AND POWERS

The purposes and powers for which the corporation is organized are as follows:

(1) To operate and manage a development known as SOUTH POINTE located in Pitt County, North Carolina.

(2) To undertake the performance of, and carry out the acts and duties incident to the administration of the operation and management of SOUTH POINTE OF PITT OWNERS' ASSOCIATION, INC.. in accordance with the terms, provisions, conditions and authorization contained in both these Articles and in the Restrictive Covenants which shall be recorded in the Public Records of Pitt County, North Carolina, at such

time as the real property and the improvements thereon are submitted to said Declaration;

(3) To make, establish and enforce reasonable rules and regulations governing the use of subdivision development, common elements, land, and other real and personal property which may be owned by the Association itself;

(4) To make, levy and collect assessments against lot owners; to provide the funds to pay for common expenses of the Association as provided in the Declaration of Covenants, Conditions, and Restrictions and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association; to use said assessments to promote the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common areas, including but not limited to the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management, supervision thereof, the maintenance of insurance in accordance with the Bylaws, including the employment of attorneys to represent the Association when necessary for such other needs as may arise;

(5) To maintain, repair, replace and operate the properties for which the Association is responsible;

(6) To enforce by any legal means, the provisions of the Restrictive Covenants, the Bylaws of the Association, and the rules and regulations for the use of the Association property;

(7) To contract for the management of the property and to delegate to such manager or managers all powers and duties of the Association except those powers and duties which are specifically required to have approval of the Board of Directors or the membership of the Association;

(8) To have all of the common law and statutory powers of a non-profit corporation and also those powers as set out in the Restrictive Covenants of SOUTH POINTE and all powers reasonably necessary to implement the purposes of the Association.

ARTICLE IV MEMBERSHIP

A. The membership of SOUTH POINTE OF PITT OWNERS' ASSOCIATION, INC., shall consist of the owners of lots in SOUTH POINTE subdivision, the Developer, and the owners of any other lands which may be added thereto by the Developer. Membership shall be established by acquisition of fee title to a lot in Savannah Place subdivision whether by conveyance, devise, descent, or judicial decree. A new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to a lot designated shall be

terminated. Each new owner shall deliver to the Association a true copy of such deed or instrument of acquisition of title.

B. Neither one's membership in the Corporation nor a member's share in the funds and assets of the Corporation may be assigned, hypothecated or transferred in any manner except as an appurtenance to SOUTH POINTE subdivision.

C. As stated herein, the term "Developer" shall mean LEWIS LAND DEVELOPMENT, LLC, its heirs, successors or assigns.

ARTICLE V DIRECTORS

A. The number of Directors and the method of election of the Directors shall be fixed by the Bylaws; however, the number of Directors shall not be less than three. Directors shall be elected at large from the membership.

B. Except as provided in the Restrictive Covenants, the first election by the members of the Association for Directors shall not be held until the expiration of the Declarant Control Period, if any. Thereafter, the election of Directors shall take place at the annual meeting of the membership as provided in the Bylaws. After the Declarant has relinquished control, there shall be a special meeting of the membership for the purpose of electing a Board of Directors to serve until the next annual meeting and until new Directors are elected and qualified.

ARTICLE VI INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors shall be three and the names and address of the persons who are to serve as the first Board of Directors are as follows:

NAME

James L. Lanier
208 Hampton Drive
Greenville, NC 27858

Lynn Evans
615 Merchant Drive
Winterville, NC 28590

Harvey R. Lewis
PO box 30930
Greenville, NC 27833

ARTICLE VII
TAX STATUS

The Corporation shall have all the powers granted non-profit corporations under the laws of the State of North Carolina. Notwithstanding any other provision of these Articles, this Corporation hereby elects tax-exempt status under Section 528 of the Internal Revenue Code of 1986. This Corporation shall not carry on any activities prohibited by a Corporation electing tax-exempt status under Section 528, or any corresponding sections or provisions of any future United States Internal Revenue law. It is further provided that no distributions of income of the Corporation are to be made to members, directors or officers of the corporation; provided, however, that members of the Corporation may receive a rebate of any excess dues and assessments previously paid. No part of the net earnings of the organization shall inure to the benefit of its members, directors, officers, or other persons except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes of the organization. In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations with similar purposes or to one or more organizations which are exempt as organizations described in Section 501 (c)(3) of the Internal Revenue Code of 1986.

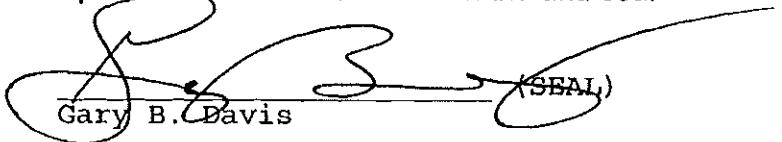
ARTICLE VIII
REGISTERED OFFICE AND AGENT

The address of the initial principal and registered office of the corporation in the State of North Carolina is 208 Hampton Drive Greenville, NC 27858 (Pitt County); and the name of its initial registered agent at such address is James L. Lanier

ARTICLE IX
INCORPORATOR

The name and address of the incorporator is Gary B. Davis, 315 West Second Street, P.O. Box 686, Pitt County, Greenville, NC 27835

IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seal this 20 day of June, 2005.



Gary B. Davis (SEAL)

NORTH CAROLINA
PITT COUNTY

I, the undersigned Notary Public, do hereby certify that Gary B. Davis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 20 day of June, 2005.

Sandra A Haddock
Notary Public

My commission expires: 11-21-2007



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NORTH CAROLINA *File: Gary Davis*
PITT COUNTY

RESTRICTIVE COVENANTS OF SOUTH POINTE SUBDIVISION, SECTION 1

KNOW ALL MEN BY THESE PRESENTS, that Lewis Land Development, LLC a North Carolina Limited Liability Company, (Declarant), John H. Evans, James L. Lanier and Ann P. Lanier do hereby covenant and agree to and with all other persons, firms and corporations, now owning or hereafter acquiring as owner, any lot or parcel of land in the area designated as South Pointe Subdivision, Section 1 which is located in Winterville Township, Pitt County, North Carolina, and specifically described as follows:

Being all of the numbered Lots (1-25 and 59-69 inclusive) in Section 1, South Pointe Subdivision, as shown on a map entitled "South Pointe Subdivision, Section 1", recorded in Map Book 63 Pages 115 of the Pitt County Public Registry.

NOW, THEREFORE, Declarant hereby declares that all of the property herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, 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:

DEFINITIONS

A. "Association" shall mean and refer to South Pointe of Pitt Owners' Association, Inc. its successors and assigns.

B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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.

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C. "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.

D. "Common Area" if any is designated shall mean all real property (including the improvements thereto) owned by the Association to be reserved to the Association at the time of the conveyance of the first lot.

E. "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.

F. "Declarant" shall mean and refer to Lewis Land Development, LLC.

G. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1. These covenants shall run with the land and shall be binding on all parties and persons claiming under them until June 1, 2025, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots located within said lands, it is agreed to change said covenants in whole or in part. 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, 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. Notwithstanding the foregoing, the Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any Lot, to amend this Declaration without the consent of joinder of any party to: (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local government entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein. Notwithstanding any other terms and conditions contained herein, no amendment may be made to this Declaration amending or terminating the rights of the Declarant without the prior written consent of the Declarant.

2. This property shall be known, described and restricted to residential duplex purposes only, and no business or commercial enterprise shall be carried on upon any lot.

3. The interior heated floor area of any duplex constructed on any lot on the property, exclusive of open porches and garages, shall not be less than 1400 square feet, on each side of the duplex.

4. 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.

5. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, modular home, basement, tent, shack, garage, barn or other outbuilding shall be permitted to exist on the property as a residence.

6. No sign of any kind shall be displayed to the public view on this property except one sign of not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale. No "For Rent" signs or similar advertisement shall be permitted on any lot except in the window of a residence only.

7. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept on any portion of the property, except that domesticated dogs, and cats and small nonoffensive and harmless household pets may be kept by the owner of the property, provided that they are not kept or used for breeding or maintained for any commercial purpose, and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep pets, within reason, but that there will not be allowed on the property an unreasonable number of such animals. Provided, further, that such pets do not constitute a danger or nuisance including, but not by way of limitation, excessive barking or causing property damage, to other Lot owners or to the neighborhood. When outside, any pet must be controlled by a leash. Homeowners and their tenants are responsible for the conduct and waste of their pets. Further, no Owner of any Lot within the property will be allowed to keep or maintain more than two (total) dogs or cats..

8. No lot shall be used or maintained for outside storage of bulk items such as building materials or any other items, or as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall, except on trash pickup days, be located in the back yard of a lot in an area not visible from the street in front of the dwelling.

9. No barbershop, beauty parlors, or shops, or any commercial or

business activity shall be permitted or shall be allowed to remain on the property, and no activity shall be carried on which under the ordinances of Pitt County, North Carolina or the Town of Greenville are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.

10. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit a truck, up to one (1) ton in size, which is used by any owner of this property for his personal conveyance, and such truck may be parked upon the property. No mini-bikes, motorbikes, ATVs or similar vehicles shall be used on lawns, unpaved streets or undeveloped areas. No mobile home, camper, recreational vehicles or the like shall be parked on the streets or lots of the Development. No stored vehicles (stored vehicles shall be defined as any vehicle left undriven for more than seven days) shall be parked on the streets of the Development.

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. Without limiting the foregoing, during any construction all Lots shall be kept clean and maintained free from trash and construction debris, particularly such items as may blow or be dispersed onto other property.

12. Other than as provided herein, no dwelling, building, structure, fence or outbuilding, of any kind or nature, shall be constructed, erected, placed on any lot on the property nor shall any exterior addition or change (including a change of materials but excluding a change of color) to any structure 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 declarant or an architectural committee of three or more persons appointed by the Declarant during the "Declarant Control Period" as hereafter defined) and after the "Declarant Control Period", by the Board of Directors. However, if plans have been delivered in writing by certified mail, return receipt requested, or by hand delivery to a Manager of Declarant or an architectural committee appointed by Declarant (or the Board of Directors after the "Declarant Control Period") and no response is given within thirty (30) days of such receipt, the plans shall be deemed accepted. Notwithstanding anything else herein to the contrary, in ground, above ground or inflatable pools (other than a temporary "kiddie pool" no deeper than 18 inches) shall only be allowed with prior written approval of Declarant or the architectural committee (or the Board of Directors after the "Declarant Control Period"). Such pools, if allowed, shall be located in the back yard area of the Lots, and shall have decking and enclosures of wood or shrubbery to shield such pools from view.

13. No family dwelling shall be located nearer to the front lot line as

established by city zoning regulations. No family dwelling shall be located nearer than ten (10) feet to any side lot line. No outbuilding shall be located in front of the rear line of the dwelling building on said lot nor shall it be located nearer than ten (10) feet from any side lot line. No structure of any sort except a fence as approved herein shall be located nearer than ten (10) feet from the rear lot line or twenty-five (25) feet from a side street line.

14. For the purposes of providing for access from the property to any adjacent or surrounding lands, the declarant hereby retains the right to utilize any portion of the property for the installation of roads, drives or other necessary means of access to such adjacent or surrounding lands, and the installation of such means of access by declarant over any lot presently located within the property as shown by any recorded map shall not constitute a violation of these restrictive covenants. The rights reserved in this paragraph are assignable by the Declarant.

15. No fence shall be constructed, built or erected on any lot on the property, except for a pressure treated lumber or PVC fence; and any such permitted fence shall be constructed, built or erected at a height no greater than six feet along the exterior lot lines of such lot, and only after having obtained written approval for same from declarant or its designee. It is further provided that no fence of any kind shall be constructed on any lots on the property in the front yard of such lot, said front yard being defined as that area of the yard located between the rear corner of the residence and the street. A privacy fence erected in the rear portion of the property used to separate the two units shall not exceed a height greater than 10 feet

16. Any garage doors shall be kept closed at all times except when entering or exiting the garage.

17. Each lot owner shall be a member of South Pointe of Pitt Owners' Association, Inc. (hereafter Owner's Association) and shall remain a member until he ceases to be a lot owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his lot.

18. 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.

19. 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, Class B membership shall cease and be converted to the Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, and in all events no later than April 1, 2008.

20. The Owners' Association, will be conveyed any common area as shown on maps of the subject property recorded in the Pitt County Registry, and such other common area as from time to time Declarant elects to convey to the Owners' Association.

21. The Owners' Association, shall have the authority to levy annual assessments for liability insurance, local taxes, recreational and other common facilities, entryways, signs, cross walks, and such other matters as it deems appropriate, and special assessments for capital improvements. Specifically it shall provide for yard maintenance for any common area and non-common area which is not enclosed and to that extent an easement of ingress and egress is granted to such portions of the non-common area as is needed or appropriate to maintain the vegetation and landscaping in the common areas and non-common area which is not enclosed as directed by the Owners' 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 upon which a residence has not been built to completion (as evidenced by the issuance of certificate of occupancy) shall be at the rate of 25% of the assessments attributable to lots upon which a residence has been built to completion, provided that all lots shall be assessed at the same rate no later than the end of the "Declarant Control Period" as herein defined. Any assessment, annual or special, not paid within thirty (30) days after the due date as set forth herein in the case of annual assessments or as set by the Board of Directors in the case of special assessments, shall bear interest from the due date at the lower of (i) twelve (12%) percent per annum and (ii) the highest rate allowed by law until paid. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Such assessments shall be a lien on the lots against which they are assessed at the time of assessment; and if any payment thereof becomes delinquent, the lien may be foreclosed and the lot sold, or a money judgment obtained against the persons liable therefor, all as set forth in the Bylaws.

(a) The personal obligation for assessments which are delinquent at the time of transfer of a lot shall not pass to the transferee of said lot unless said delinquent assessments are expressly assumed by said transferee.

(b) Any transferee referred to in (a) above shall be entitled to a statement from the Board, regarding the status of the assessments against said lot and such transferee's lot shall not be subject to a lien for any unpaid assessments against such lot in excess of the amount therein set forth.

(c) Where a first mortgagee or other person claiming through such first mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by

foreclosure or by deed, or assignment in lieu of foreclosure, obtains title to a lot, the liability of such first mortgagee or such other person for assessments shall be only for the assessments or installments thereof that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a lot shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption.

(d) Without releasing the transferor from any liability thereof, any unpaid portion of assessments which is not a lien under (b) above or resulting, as provided in (c) above, from the exercise of remedies in a mortgage or deed of trust or by foreclosure thereof or by deed or assignment in lieu of such foreclosure, shall be a common expense collectible from all lot owners, including the transferee under (b) above and the first mortgagee or such other person under (c) above who acquires ownership by foreclosure or by deed, or assignment in lieu of foreclosure.

(e) Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$ 300.00 per lot, prorated for the remainder of said year.

(with a residence built to completion)

(1) 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 the 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 proceeding month of July.

(2) 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 (2/3 rd) 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.

(3) The Board of Directors may fix an annual assessment at an amount not in excess of the maximum.

(f) 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-third (2/3rd) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

(g) Written notice of any meeting called for the purpose of taking any action authorized under Section (e) and (f) shall be sent to all members not less than thirty (30) days nor more than (60) days in advance of the meeting. At the first such meeting called, the presence of member or of proxies entitled to cast fifty (50%) 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 (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(h) No lot owner may exempt himself from liability for his share of the common expenses assessed by the association by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot or otherwise.

22. 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.

23. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.

24. Drainage and utility easements are reserved on said lots as shown on the recorded plat mentioned above. Within these easement 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 easement, 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 down spouts, 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. 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 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 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.

25. During the "Declarant Control Period", as hereafter defined, the Declarant shall have the following rights: to maintain sales offices, management offices, models and signs advertising the project; to use easements through the common elements; to elect, appoint or remove members of the Architectural Committee during the declarant control period; to elect, appoint or remove members of the Board during the declarant control period; provided, however, (i) that not later than 60 days after conveyance of twenty-five percent (25%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a declarant, at least one member and not less than twenty-five percent (25%) of the members of the executive board shall be elected by owners other than the declarant; and (ii) that not later than 60 days after conveyance of fifty percent (50%) of the lots (including lots which may be added pursuant to Declarant rights to add additional lots) to owners other than a declarant, not less than thirty-three percent (33%) of the members of the executive board shall be elected by owners other than the declarant; and to add additional real estate.

The "Declarant Control Period" shall mean the period commencing on the date hereof and continuing until the earlier of (i) the date seven (7) years after the date of the first conveyance of a lot to a lot owner other than a declarant; or (ii) the date upon which declarant surrenders control of the project; or (iii) one hundred twenty (120) days after conveyance of seventy-five (75%) percent of the lots (including lots which may be created pursuant to special declarant rights) to lot owners other than a declarant; or (iv) two (2) years after the declarant has ceased to offer lots for sale in the ordinary course of business; or (v) two (2) years after any development right to add new lots was last exercised.

26. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these restrictive covenants specifically apply, the owner reserving the right to develop other sections of the subdivision in other fashion or for other purposes.

27. It is expressly understood and agreed, that the several Restrictive Covenants contained herein shall attach to and run with the land for the benefit of any and all persons who now may own, or who may hereafter own property in said section of South Pointe subdivision, and such persons are specifically given the right to enforce these Restrictions through any proceeding at law or in equity, against any person or persons violating or threatening to violate such Restrictions, and to recover any damages suffered by them from any violation; provided, the Declarant is specifically excluded from any liability for monetary damages. 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.

28. A. 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 line dividing between any two lots shall constitute a party wall and, 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.

B. 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.

C. 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 the 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.

D. 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.

E. 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.

F. Arbitration. In the event of any dispute arising concerning a party wall, or under provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one arbitrator, and the decision shall be by a majority of all the arbitrators, and binding on the parties.

29. A.. Joint Maintenance. Any two lot owners who jointly use a party wall may mutually agree to provide for exterior maintenance upon the structures upon each lot particularly as to painting, exterior finish, replacement and care for roof, gutter, downspouts and exterior building surfaces.

B.. Separate Maintenance. The parties owning property on which the joint party wall is in use may agree to provide for separate maintenance to the end that each owner shall take care of and be responsible for the maintenance on his property, but each separate owner shall maintain his property including the appearance in a manner not incompatible with the adjacent party wall owner.

C. Arbitration. In the event of any dispute arising concerning the maintenance or the sharing of cost of maintenance or any other matter under the provisions of this Article, each lot owner 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.

It is the intention of the Declarant and Declarant expressly reserves the right to impress with the Covenants some or all of the remaining land described in Deed recorded in Book 1679, page 210 of the Pitt County Registry, provided such land is shown on a Map recorded in the Pitt County Registry, subdivided into lots along with an instrument executed by the Declarant, its successors or assigns, specifically referring to this paragraph. The owners of lots in any such land impressed with these covenants shall become members of SOUTH POINTE OF PITT OWNERS' ASSOCIATION, INC. and shall be entitled to the same benefits and burdens as the original lot owners.

Whereas, there has heretofore been executed and delivered to BB&T Collateral Services, Inc., acting as Trustee, and BRANCH BANKING & TRUST COMPANY a certain Deed of Trust, which is recorded in Book 1679, Page 213, in the Office of the Registry of Deeds of Pitt County, and,

Whereas, said Declarant desires that said existing Deeds of Trust be subordinated to this Declaration; and,

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustees to join in the execution thereof;

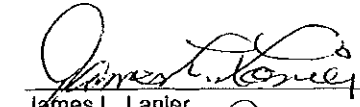
NOW, THEREFORE, said BB&T Collateral Services, Inc. acting as Trustee, and BRANCH BANKING & TRUST COMPANY, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Declarant that this Declaration shall be superior to the Deed of Trust now held by said parties and to carry out said purpose said BB&T Collateral Services, Inc. acting as Trustee, and BRANCH BANKING & TRUST COMPANY do hereby release, remise, and forever quitclaim unto said Declarant their title to and lien upon said lands to the extent, but to the extent only, that the Deeds of Trust now held by them shall be subordinate to this Declaration.

But it is expressly understood and agreed that except for such subordination, the Deeds of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

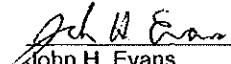
IN WITNESS WHEREOF, the Declarant and James L. Lanier and Ann P. Lanier, have executed this Declaration, and BB&T Collateral Services, Inc. acting as Trustee, and BRANCH BANKING & TRUST COMPANY have caused this instrument to be executed this the 21 day of September, 2005.

LEWIS LAND DEVELOPMENT, LLC
a Limited Liability Company

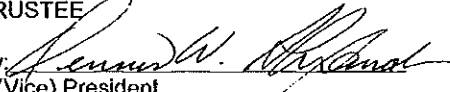
By: 
HARVEY R. LEWIS, Manager


James L. Lanier


Ann P. Lanier


John H. Evans

BB&T Collateral Services, Inc.
TRUSTEE


By: 
Sr. (Vice) President

BRANCH BANKING & TRUST COMPANY

BY: 
(VICE) PRESIDENT

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, a Notary Public of the County and the State aforesaid, certify that HARVEY R. LEWIS, Manager of LEWIS LAND DEVELOPMENT, LLC, a limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the company. Witness my hand and official stamp or seal, this the 29 day of September, 2005.


Notary Public

My Commission Expires: 11-21-2007



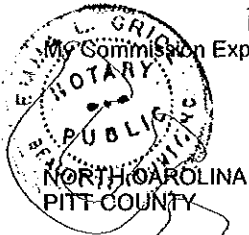
NORTH CAROLINA
PITT COUNTY

I, Emma L. Grice, a Notary Public in and for the aforesaid County and State, certify that Dennis W Alaxandar personally came before me this day and acknowledged that he/she is SE. Vice Pres of BB&T Collateral Services, Inc., TRUSTEE, a Corporation, and that he/she as SE. Vice Pres being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 22 day of September, 2005.

Emma L. Grice
Notary Public

My Commission Expires: 8/15/2010

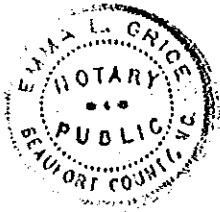


I, Emma L. Grice, a Notary Public in and for the aforesaid County and State, certify that John R. Bunting personally came before me this day and acknowledged that he/she is Vice Pres of BRANCH BANKING & TRUST COMPANY, a Corporation, and that he/she as Vice Pres being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 22 day of September, 2005.

Emma L. Grice
Notary Public

My Commission Expires: 8/15/2010



NORTH CAROLINA
PITT COUNTY

I, J. Ann Francisco, a Notary Public in and for the aforesaid County and State, do hereby certify that James L. Lanier and Ann P. Lanier personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 21st day of September, 2005.

J. Ann Francisco
Notary Public

My Commission Expires: 9-8-09



NORTH CAROLINA
PITT COUNTY

I, J. Ann Francisco, a Notary Public in and for the aforesaid County and State, do hereby certify that John H. Evans personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 21st day of September, 2005.

J. Ann Francisco
Notary Public

My Commission Expires: 9-8-09



NORTH CAROLINA: Pitt County

The foregoing certificate(s) of Louisa A. Haddock

Emma C. Grier

J. Ann Francisco

Notary(ies) Public is (are) certified to be correct. Filed for registration at

— o'clock — M. this 28 day of Sept, 2005.

JUDY J. TART, Register of Deeds

By Patricia C. Harrington
clerk Assistant/Deputy Register of Deeds

Doc ID: 00058880005 Type: CRP
Recorded: 08/27/2008 at 02:20:42 PM
Fee Amt: \$28.00 Page 1 of 5
Pitt County, NC
Judy J. Tart Register of Deeds
BK 2142 PG 4-8

File Gary Davis

NORTH CAROLINA
PITT COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS OF SOUTH POINTE SUBDIVISION,
SECTIONS 2 and 3

THIS AMENDED DECLARATION is made on the day and date
hereinafter set forth by Lewis Land Development, LLC, a North Carolina Limited Liability
Company, (Declarant), James L. Lanier, Jr. and Ann P. Lanier,

S:\BEARER\GARY\DEED\RES-COV\south pointe 2 and 3 addn.wpd

NORTH CAROLINA
PITT COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS OF SOUTH POINTE SUBDIVISION,
SECTIONS 2 and 3

THIS AMENDED DECLARATION is made on the day and date hereinafter set forth by Lewis Land Development, LLC, a North Carolina Limited Liability Company, (Declarant), James L. Lanier, Jr. and Ann P. Lanier,

WHEREAS, Declarant and James L. Lanier, Jr. and Ann P. Lanier, are the owners of that certain tract of land shown on plat of South Pointe Subdivision, as shown on a map entitled "South Pointe Subdivision, Sections 2 and 3", recorded in Map Book 65 Pages 185 and 186 of the Pitt County Public Registry; and

WHEREAS, Declarant and James L. Lanier, Jr. and Ann P. Lanier now wish to amend the Original Declaration of record in pursuant to Declarant's rights to amend said Original Declaration by incorporating additional land under said Declaration as amended.

NOW THEREFORE, the Declarant and James L. Lanier, Jr. and Ann P. Lanier do hereby publish and declare that all of the property described on that certain plat referred to above is held and shall be held, conveyed, hypothecated encumbered, used, occupied and improved, subject to the Declaration of record in Book 1993, page 668, the same as if originally set out therein.

Whereas, there has heretofore been executed and delivered to BB&T Collateral Services, Inc., acting as Trustee, and BRANCH BANKING & TRUST COMPANY a certain Deed of Trust, which is recorded in Book 1679, Page 213, in the Office of the Registry of Deeds of Pitt County, and,

Whereas, said Declarant desires that said existing Deeds of Trust be subordinated to this Declaration; and,

S:\SHARED\GARY\DEED\RES-COV\south pointe 2 and 3 addn.wpd

Whereas, the holder of said Notes has agreed to such subordination and has requested the said Trustees to join in the execution thereof;

NOW, THEREFORE, said BB&T Collateral Services, Inc. acting as Trustee, and BRANCH BANKING & TRUST COMPANY, in consideration of the sum of One (\$1.00) Dollar to them in hand paid, do hereby contract and agree with said Declarant that this Declaration shall be superior to the Deed of Trust now held by said parties and to carry out said purpose said BB&T Collateral Services, Inc. acting as Trustee, and BRANCH BANKING & TRUST COMPANY do hereby release, remise, and forever quitclaim unto said Declarant their title to and lien upon said lands to the extent, but to the extent only, that the Deeds of Trust now held by them shall be subordinate to this Declaration.

But it is expressly understood and agreed that except for such subordination, the Deeds of Trust now held by said parties and all and singular the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and James L. Lanier, Jr. and Ann P. Lanier, have executed this Declaration, and BB&T Collateral Services, Inc. acting as Trustee, and BRANCH BANKING & TRUST COMPANY have caused this instrument to be executed this the _____ day of _____, 2006.

LEWIS LAND DEVELOPMENT, LLC
a Limited Liability Company

By: Harvey R. Lewis
HARVEY R. LEWIS, Manager

James L. Lanier, Jr.
James L. Lanier, Jr.

Ann P. Lanier
Ann P. Lanier

BB&T Collateral Services, Inc.
TRUSTEE

By: Donna W. McDaniel
Sr. (Vice) President

BRANCH BANKING & TRUST COMPANY

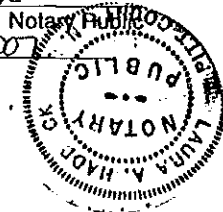
BY: [Signature]
(VICE) PRESIDENT

Pitt County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Branch J. Lewis

Date: 6/21/2006

Laura A. Hobdick
Laura A. Hobdick



(Official Seal)

My commission expires: 11-21-2007

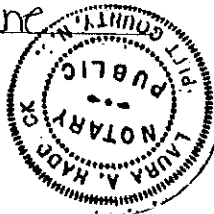
NORTH CAROLINA
PITT COUNTY

I, Laura A. Hobdick, a Notary Public in and for the aforesaid County and State, do hereby certify that James L. Lanier, Jr. and Ann P. Lanier personally appeared before me this day and executed the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 22 day of June 2006.

Laura A. Hobdick
Notary Public

My Commission Expires: 11-21-2007



Official

NORTH CAROLINA
PITT COUNTY

I, Yvonne H. Creech, a Notary Public in and for the aforesaid County and State, certify that Dennis W. Alexander personally came before me this day and acknowledged that he/she is Vice President of BB&T Collateral Services, Inc., TRUSTEE, a Corporation, and that he/she as Vice President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 23rd day of June, 2006.

Yvonne H. Creech
Notary Public

My Commission Expires: 11-14-08



NORTH CAROLINA
PITT COUNTY

I, Yvonne H. Creech, a Notary Public in and for the aforesaid County and State, certify that John L. Bunting III personally came before me this day and acknowledged that he/she is Vice President of BRANCH BANKING & TRUST COMPANY, a Corporation, and that he/she as Vice President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 23rd day of June, 2006.

Yvonne H. Creech
Notary Public

My Commission Expires: 11-14-08

