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Prepared by and return to: Lori P. Jones, P.O. Box 10669, Raleigh, NC 27605

**STATE OF NORTH CAROLINA**

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR PURFOY PLACE SUBDIVISION**

**COUNTY OF HARNETT**

**THIS DOCUMENT REGULATES OR PROHIBITS THE  
DISPLAY OF POLITICAL SIGNS.**

Development by the Numbers, Inc., a North Carolina corporation ("Declarant"), does hereby make, declare and establish this Declaration of Covenants, Conditions, and Restrictions for Purfoy Place Subdivision ("Declaration"), and hereby subjects the Property hereinafter defined to the terms of this Declaration. The Property is further subjected to Chapter 47F of the North Carolina General Statutes, commonly known as the North Carolina Planned Community Act.

**WITNESSETH:**

WHEREAS, Declarant is the Owner of certain real property located in Harnett County, North Carolina, which is more particularly described in Article I of this Declaration and is further shown upon the Plat as defined herein (the "Property"); and,

WHEREAS, Declarant intends to impose on the Property mutually beneficial restrictions under a general plan of development for the benefit of the owners of each portion of the Property, and to establish a procedure for the overall development, administration, maintenance and preservation of the Property; and,

WHEREAS, in furtherance of such plan, Declarant has incorporated or will incorporate under the laws of the State of North Carolina, as a non-profit corporation, Purfoy Place Owners Association, Inc., to own, operate, maintain and/or manage, as may be applicable, any Common Areas as are defined herein, and to administer and enforce the covenants and restrictions imposed herein; and,

WHEREAS, Declarant executes this Declaration for the purpose of submitting the Property to the North Carolina Planned Community Act and the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to Chapter 47F of the North Carolina General Statutes and the easements, restrictions, covenants, uses, limitations, liens, and obligations set forth below, which shall run with the land and be binding on all parties having any rights, title, or interest in the land or any part thereof, their heirs, successors and assigns.

## ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION

The property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration and the jurisdiction of the Association is located in Harnett County, North Carolina, and is more particularly described as being all that property shown on the Plat entitled "Subdivision Map for: Purfoy Place Subdivision" recorded in Book of Maps 2021, Pages 567 through 571, Harnett County Registry.

## ARTICLE II DEFINITIONS

**Section 1.** "Association" shall mean and refer to Purfoy Place Owners Association, Inc., its successors and assigns.

**Section 2.** "Board" or "Board of Directors" shall mean and refer to the body responsible for administration of the Association, elected as provided for in the Bylaws.

**Section 3.** "Builder" shall mean and refer to a person or entity other than Declarant who purchases or becomes the Owner of one or more Lots within Purfoy Place Subdivision for the purpose of constructing a residential dwelling thereon for sale to a third party.

**Section 4.** "Bylaws" shall mean and refer to the Bylaws for the Purfoy Place Owners Association, Inc. as they may be amended from time to time.

**Section 5.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Members, including all areas designated on the Plat as "Open Space".

**Section 6.** "Common Expenses" shall mean and include:

- a. All sums lawfully assessed by the Association against its Members;
- b. Expenses related to the administration, maintenance, repair or replacement of the Common Area and any other property for which the Association bears maintenance responsibility per the terms of this Declaration;
- c. Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;

- d. Expenses agreed by the Members to be common expenses of the Association;
- e. Ad valorem taxes and public assessments charges lawfully levied against Common Areas;
- f. Utilities used in connection with the Common Area; and
- g. Hazard, liability or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase.

**Section 7.** "Declarant" shall mean and refer to Development by the Numbers, Inc., its successors and assigns to whom the rights of Declarant hereunder are expressly assigned in writing.

**Section 8.** "Declarant Control Period" shall mean and refer to that period during which Declarant retains sole authority to appoint, remove and replace members of the Board of Directors. The Declarant Control Period shall terminate upon the earliest of the following events: (i) when all the Lots have certificates of occupancy issued thereon and have been conveyed to persons other than a Builder or Declarant; (ii) upon Declarant's voluntarily surrender in writing of such control; or (iii) on December 31, 2030.

**Section 9.** "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Purfoy Place Subdivision.

**Section 10.** "Lot" shall mean and refer to any plot of land shown upon a Plat, whether or not improvements are constructed thereon, which is intended for residential development, use and occupancy. The term "Lot" shall not include the Common Area.

**Section 11.** "Member" shall mean and refer to a person subject to membership in the Association per Article IV of this Declaration.

**Section 12.** "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 13.** "Plat" shall mean and refer collectively to those plats recorded in Book of Maps 2021, Pages 567 through 571, Harnett County Registry, and any other plats recorded by Declarant with respect to the Property.

**Section 14.** "Property" shall mean and refer to that certain real property described in Article I together with such additional property as may be made subject to this Declaration.

### ARTICLE III PROPERTY RIGHTS

**Section 1. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area and any sidewalks within the subdivision for access, ingress and egress from and to public streets, walkways and parking areas, and such easement shall be

appurtenant to and shall pass with the title to every Lot, subject to the restrictions set forth in this Declaration, as well as the following provisions:

- a. for any period during which any assessment against his Lot remains unpaid for thirty (30) days or longer, the right of the Association to suspend the voting rights of an Owner and to suspend other privileges or services provided by the Association, including use of recreational amenities, if any;
- b. for violation of the Declaration, Bylaws, rules or regulations of the Association, the right of the Association after notice and an opportunity to be heard to impose fines, and for a period not to exceed sixty (60) days, suspend other privileges or services provided by the Association, including use of recreational amenities, if any;
- 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;
- d. the right of the Association to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage the Property, and the rights of such mortgagee in said Property shall be subordinate to the rights of the homeowners hereunder; and
- e. the right of the Association to adopt, publish and enforce rules and regulations as provided in Article VII.

**Section 2.**     **Delegation of Use.** Any owner may delegate his right of enjoyment in and to the Common Area to the members of his family, his tenants or contract purchasers who reside on the Owner's Lot.

**Section 3.**     **Title to the Common Area.** The Declarant hereby covenants for itself, its successors and assigns that prior to the conveyance of the last Lot, the Declarant will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except utility and storm drainage easements and other easements of record.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

**Section 1.**     Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.**     The Association shall have two (2) classes of voting membership:

- a. **Class A Members.** Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional voting with respect to any Lot is hereby prohibited.
- b. **Class B Member.** The Declarant shall be the sole Class B Member and shall be entitled to ten (10) votes for each non-occupied Lot owned. The Class B Membership shall terminate

as of the date Declarant no longer has the unilateral right to annex property to the subdivision. Upon such termination, the Declarant shall become a Class A Member and shall have Class A votes with respect to any Lot owned by it. Declarant shall be entitled to one (1) vote for each occupied Lot owned.

**Section 3. Appointment of Board.** During the Declarant Control Period, the Declarant shall have the right to appoint all members of the Board of Directors.

## ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual and special assessments for those purposes outlined below, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot when each assessment was made, and such assessments shall not pass to his successors in title unless expressly assumed by them. All assessments relating to Common Area shall be shared equally by the Owners of Lots within Purfoy Place.

Notwithstanding anything herein to the contrary, the Declarant shall be exempt from paying annual or special assessments for any unoccupied Lot owned by it. Builders shall pay a reduced assessment rate of 50% of the applicable annual or special assessment for any unoccupied Lot owned by them during the first twelve (12) months of such ownership. After twelve (12) months, Builders shall pay the full assessment rate for all annual or special assessment for any unoccupied Lot owned by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and, in particular, for (i) the acquisition, improvement and maintenance of Common Area, including but not limited to the maintenance, repair and reconstruction of the entrance signs (and associated irrigation, lighting and landscaping), stormwater detention devices located on the Common Area (if any), and community mail kiosk and association parking area (if any); (ii) the cutting and removal of weeds and grass and the removal of trash and rubbish and any other maintenance necessary for the use and enjoyment of the Common Area, including but not limited to, cost of repairs, replacement and additions; (iii) the cost of labor, equipment, materials, management and supervision; (iv) the payment of taxes and public assessments assessed against the Common Area; (v) the procurement and maintenance of insurance in accordance with this Declaration; (vi) the employment of attorneys and other professionals to represent and advise the Association when necessary; (vii) the provision of adequate reserves for the replacement of capital improvements including, without limitation, signs, landscaping and any other major expense for which the Association is responsible; and (viii) such other needs as may arise.

**Section 3. Reserves.** The Association shall establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Area.

**Section 4. Maximum Annual Assessment.** As of the date of recording of this Declaration, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per Lot, which amount shall be subject to annual review and adjustment by the Association.

- a. Beginning January 1 following the date of recording of this Declaration, and for each year thereafter, the maximum annual assessment may be increased effective January 1 of such year without vote of membership by up to ten percent (10%) of the previous year's assessment.
- b. The maximum annual assessment may be increased above the increase permitted in Section 4(a) above only with the approval of sixty-seven percent (67%) of the votes of each class of Members who are present 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 10 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 5. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of acquisition and improvement of any Common Area or any maintenance, 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 sixty-seven percent (67%) of the votes of each class Members who are present 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 10 days nor more than 60 in advance of the meeting setting forth the purpose of the meeting.

**Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of Members or of proxies entitled to cast sixty-seven percent (67%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the first meeting or any subsequent meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Uniform Rate of Assessment.** Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on an annual basis. However, Declarant shall be exempt from paying annual or special assessments for any unoccupied Lot owned by it. Builders shall pay a reduced assessment rate of 50% of the applicable annual or special assessment for any unoccupied Lot owned by them during the first twelve (12) months of such ownership. After twelve (12) months, Builders shall pay the full assessment rate for all annual or special assessment for any unoccupied Lot owned by them.

**Section 8. Date of Commencement of Annual Assessments; Due Dates.** The assessments provided for herein shall commence as to a Lot when such Lot is conveyed by Declarant to a third party. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Any certificate so given shall be conclusive evidence of payment of the assessments stated therein.

**Section 9. Capital Contribution.** Upon the initial conveyance of a Lot to the first Owner thereof other than a Builder or Declarant, the purchaser shall pay to the Association the amount of Three Hundred Sixty Dollars (\$360.00) which shall be transferred upon closing of the Lot to the Association and held as a working capital fund. The purpose of said fund is to ensure that the Association will have adequate cash available to meet unforeseen expenses. Amounts paid into the fund shall not be considered advance payment of regular assessments.

**Section 10. Effect on Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot in the same manner in which a Deed of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the North Carolina General Statutes, or in accordance with Chapter 47F of the North Carolina General Statutes, or pursuant to any other applicable statute. Interests, costs and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may give or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the owner for said deficiency.

**Section 11. Subordination.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the filing of a claim of lien under this Article and to ad valorem taxes. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 12. Exempt Property.** All Common Area, all property dedicated to and accepted by a local public authority, all property owned by a public or private utility for the purpose of providing water to the Lots, and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from these assessments.

**Section 13. Fines.** The Board may impose fines of up to \$100.00 per day (or any higher amount allowed by law) for each violation of this Declaration, the Bylaws of the Association, or any rules and regulations promulgated by the Association, provided that the Association shall not impose any fines without first notifying the Owner of the offending residential Lot in writing of the specific violation, which written notice shall also provide for a specific period of time for said offending Owner to cure the indicated violation without incurring a fine. Before imposing any fine, the Association shall also provide the offending Owner with an opportunity to be heard regarding the violation. Any fines imposed thereafter shall be a lien against the Owner's Lot. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of fines. These fines shall not be construed to be exclusive and

shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset any damages that the Association might otherwise be entitled to recover by law from such Owner.

## ARTICLE VI ARCHITECTURAL AND APPEARANCE CONTROL

### **Section 1. General Provisions.**

- a. Declarant shall retain control of the Architectural Review Committee until a certificate of occupancy has been issued on the last Lot in the subdivision unless, prior to that time, Declarant shall voluntarily assign in writing the rights, powers, duties and obligations of the Architectural Review Committee to the Association. When the final certificate of occupancy has been issued on the last Lot in the subdivision, the rights, powers, duties and obligations of the Architectural Review Committee shall automatically transfer to the Association; except that if Declarant exercises its right to unilaterally annex property to the subdivision, Declarant shall automatically reacquire architectural review authority over all new construction within the annexed property that might otherwise have been vested in the Association. It is the intent of this section that Declarant retain all architectural review authority over new construction in annexed properties unless that right is voluntarily relinquished to the Association.
- b. During Declarant's control of the Architectural Review Committee, the Architectural Review Committee shall consist of one (1) or more person designated by the Declarant. At such time as the rights, powers, duties and obligations of the Architectural Review Committee shall be transferred or assigned to the Association:
  - i. The Board may elect to either serve as the Architectural Review Committee or to designate the number of and appoint the members of the Architectural Review Committee on an annual basis, and such appointed members of the Architectural Review Committee may be members of the Board.
  - ii. The Board may remove members of the Architectural Review Committee appointed by the Board at any time with or without cause.
  - iii. In the event of the death, resignation or removal by the Board of any member of the Architectural Review Committee, the Board shall have full right and authority to designate and appoint a successor to complete the unexpired term of such deceased, resigned or removed member.
- c. No building, sign, fence, hedge, wall, walk, grading, site improvement or other improvements or structures shall be constructed, erected, placed upon or planted on a Lot, nor shall any alteration of a Lot or improvement take place, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and location with respect to topography and finished product have been approved by the Architectural Review Committee, in writing, as to conformity and harmony of external design with the existing structures in the subdivision, including, without limitation, with respect to topography and finished ground elevation. The Architectural Review Committee shall have the right to refuse to approve any plans and



specifications which are not suitable or desirable, in its sole discretion, for safety, appearance, aesthetic or any other reasons, provided such approval is not unreasonable withheld. In approving or disapproving such plans and applications, the Architectural Review Committee shall consider the suitability of the proposed building, improvement, structure or landscaping and materials in relation to the surrounding area and the effect thereof on adjacent or neighboring property.

- d. In the event the Architectural Review Committee shall fail to specifically approve or disapprove the plans and specifications submitted in final and complete form, within sixty (60) days after written request for final approval or disapproval, such plans and specifications shall be deemed approved.
- e. There is specifically reserved unto the Architectural Review Committee, the right of entry and inspection upon any Lot for the purpose of determination by the Architectural Review Committee whether there exists any construction of any improvement which violates the terms of any applicable covenants, conditions, or restrictions. The Architectural Review Committee and the Board of Directors are specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expense, and reasonable attorney's fees in connection therewith.
- f. The Association, Declarant, Architectural Review Committee or any other officer, employee, director, or member thereof shall not be liable for damage to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Declarant or Architectural Review Committee to recover any such damages.
- g. Members of the Architectural Review Committee shall not be entitled to any compensation for services performed pursuant to this Article.

**Section 2. Maintenance by the Association.** The Association shall maintain all Common Area and improvements thereon. The Association's maintenance responsibility shall include, but is not limited to, maintenance, repair and replacement of the entrance signs and any associated landscaping, irrigation or lighting; all stormwater control devices located on the Common Area, if any (which may include inspections by a third party and/or a licensed engineer as required by applicable state or local ordinance, law or regulation); and the central mailbox unit serving the Property and associated parking spaces. The Association shall have no maintenance or repair responsibility related to any Lot, including any improvements thereon, unless such responsibility is specifically assumed in writing by the Association or set forth in this Declaration. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the subdivision, where the Board has determined that such maintenance would benefit all Owners.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an

Owner, or the Owner's family, guests, lessees, invitees or contractors, and is not covered and paid for by insurance maintained by the Association, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

**Section 3. Maintenance by the Owner.** Each Owner at such Owner's sole cost and expense shall maintain such Owner's Lot, including all improvements thereon, in a safe, clean and attractive condition, including without limitation all of the following:

- a. Prompt removal of all litter, trash, refuse and waste;
- b. Seeding, fertilizing and watering of all lawns and mowing, edging, clipping, sweeping, pruning, raking and otherwise caring for all lawns on a regular basis, including, any portions of a publicly dedicated street right of way or private street right of way adjacent to any boundary of such portion of the Lot and not maintained by any governmental entity;
- c. Pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic, do not cause unsightly or unkempt conditions and do not trespass onto the property of others;
- d. Removal of dead or diseased trees, shrubs and other plant material;
- e. Maintenance of flower and plant gardens;
- f. Maintenance of exterior lighting and mechanical facilities;
- g. Maintenance of parking areas and driveways;
- h. Ensuring proper drainage of the Lot so as to prevent soil erosion;
- i. Repairing and painting (or other appropriate external care) and otherwise caring for the dwelling and all other structures located on the Lot;
- j. Maintenance, repair and painting of all fences, retaining walls, and other improvements or structures on the Lot;
- k. Maintenance of all drainage easements, utility easements and other easements located on a Lot that are not specifically allocated by this Declaration to be the responsibility of the Association;
- l. Preventing and correcting unclean, unsightly or unkempt conditions of Lots and all improvements thereon, including keeping all Lots clean and free of garbage, junk, trash, debris, non-operable vehicles and apparatus, and any substance or conditions that might contribute to an unsightly condition, health hazard or the breeding and habitation of snakes, rats, insects or other wildlife or pests; and

The Board of Directors may adopt and enforce additional rules and regulations related to required maintenance upon the Lots.

If the Board of Directors determines that any Owner has failed or refused to discharge properly any of Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, if such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot. The remedies provided in this Section shall be in addition to, and not in lieu of, other remedies provided in this Declaration or by law for a violation of the Declaration.

**Section 4. Dwelling Size; Setbacks; Design Requirements.**

- a. No dwelling shall be constructed or permitted to remain on any Lot having an enclosed heated area, exclusive of porches, garages and decks, of less than 1,800 square feet for a one (1) story dwelling (including any partial second level living space), or less than 2,300 square feet for a two (2) story dwelling. If additional lands are annexed pursuant to the provisions of the Declaration, the minimum enclosed heating area applicable to residential structure on Lots with said annexed additional lands shall be as set forth in the recorded Declaration of Annexation which annexes said additional lands. If the recorded Declaration of Annexation shall not specify, the minimum heated area for said Lots shall be as set forth herein. The Declarant reserves the right to waive in writing any minor violation of this section, and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.
- b. Unless a more restrictive setback is imposed by Harnett County, Owners shall comply with all setbacks as shown on the Plat. If the Plat contains more restrictive setbacks than set forth in this section, the Plat shall control.
- c. Each residence shall be required to have a minimum two car garage.
- d. The roof must be asphalt shingle type with a pitch of not less than 7/12, unless otherwise approved by the Architectural Review Committee.
- e. Dwelling exteriors must be either brick or cement-based siding or stone veneer unless otherwise approved by the Architectural Review Committee. No concrete, cinder blocks, or other similar type of material shall be used as an exposed exterior wall. Vinyl siding shall not be permitted except for use in fascia boards, trim, or windows.
- f. All steps must be brick or stone, except for deck steps located on the rear of the Lot, which may be wood.
- g. All fencing must be approved by the Architectural Review Committee.
- h. Each dwelling is required to have a standard concrete driveway with a minimum solid paved width of nine (9) feet measured from the street to the garage opening of side of the dwelling. Alternative driveway materials or colors must be approved by the

Architectural Review Committee. Stone or brick must be used to encompass the culvert on both sides of the driveway.

- i. All dwellings must be "stick-built". No modular homes or mobile homes are permitted.

**Section 5. Variances.** Declarant reserves the right for itself and the Architectural Review Committee to grant variances from the requirements set forth in Section 4 above to alleviate hardship in the development or improvement of a Lot based on the Lot's shape, size, or topography, including in relation to adjoining Lots.

**Section 6. Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat as well as 10 feet along the front and rear of each Lot and 5 feet along each side of the Lot, unless shown in excess of such distances on the recorded Plat, in which case the distance shown on the Plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage channels in the easements. Such easement areas of each Lot and all improvements on it shall be maintained continuously by the owner of the Lot. No such easement shall exist along an interior Lot line on any Lot on which a residence is constructed within an area which would otherwise be an easement if the placement of the residence is permitted by these covenants. Declarant reserves the right to waive, in writing, any one or all rear and side line easement requirements.

**Section 7. Easements over Lots.** The Lots shall be subject to, and Declarant does hereby grant, the following non-exclusive perpetual and temporary easements for the enjoyment of Declarant, the Association, and subcontractors authorized by Declarant, the Association, the Members and the successors-in-title of each:

- a. **Easements Shown on Plat.** Each Lot shall be subject to all easements, borders, buffers and the like which are shown and depicted on the Plat as affecting and burdening such Lot.
- b. **Entry.** Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under such circumstances and for such purposes as are described elsewhere in this Declaration.
- c. **Surface Water Drainage.** Each Lot shall be subject to a perpetual easement in favor of the Association and all other Lots for the drainage of surface waters over, under or across such Lot, including any runoff or carryover of water from one Lot to another, provided that such cross-Lot drainage condition was created by Declarant.
- d. **Street Lighting.** Declarant reserves the right to subject the property to installation of street lighting, which cost for such operation, maintenance and repair of said lighting may be a Common Expense or may be charged by the applicable utility directly to Lot Owners as determined by the utility.
- e. **Common Area Easements.** The Association shall have the power and authority to grant and establish upon, over, under and across the Common Area conveyed to it such further easements as are requisite for the convenience, use and enjoyment of the Property. In addition, there is hereby reserved unto the Declarant and its agents and employees an easement and right of ingress, egress and regress across all Common Area now or

hereafter owned by the Association for the purpose of construction of improvements within the Properties.

## ARTICLE VII USE RESTRICTIONS

**Section 1. Rules and Regulations.** The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of each Lot and the Common Area.

**Section 2. Use of Property.** No portion of the Property (except for temporary offices of the Declarant and/or any model used by Declarant) shall be used except for single family residential purposes and for purposes incidental or accessory thereto. No trade or business or commercial activity shall be carried on, in, or upon any Lot at any time except with the written approval of the Board, which the Board may grant so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or any rules and regulations, does not create a disturbance, does not involve employees or clients regularly visiting the Lot, and does not unduly increase traffic flow or parking congestion. The Board may promulgate rules and regulations regarding permitted business activities. Leasing of a Lot in accordance with the provisions of this Article VII shall not be considered a business or business activity.

**Section 3. Condition of Property.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot, and the Board of Directors shall have the authority to establish community standards regarding the same. No portion of the Property, including any Lot, shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

**Section 4. Animals.** No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes. Further, for purposes of this Declaration, chickens shall be deemed to be a permitted household pet, but no more than five (5) hens are permitted, and no roosters are allowed. All chickens must be kept in a fenced area in the rear yard space of the Lot. At no time shall any household pet be allowed to run free. All pets shall be leashed when off the Owner's Lot. Pets shall not at any time be left tied or chained on any Lot. The Association shall have the right to promulgate additional rules and regulations governing pet ownership that may further limit the number, size, type and conduct of pets. For purposes of this section, the term "household pet" or "pet" shall not include any exotic animal or animal for which a permit must be obtained from a local, state or federal government to legally keep such animal, nor shall the term include poultry (except chickens as set forth above), pigs, horses, goats, sheep, cows, or other type of traditional livestock of any size, including pygmy and miniature varieties, whether or not the same are considered to be a pet by the owner thereof.

**Section 5. Dwelling Specifications.** No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two and

one-half (2 ½ ) stories in height, a private garage, and (with the approval of the Declarant or Architectural Review Committee) one (1) accessory building or structure for storage or other appropriate use. No Lot shall be subdivided or recombined without the express consent of the Architectural Review Committee and the applicable local government authority.

**Section 6. Leasing.** An Owner may let or rent his entire residence, but no portion of any residence shall be leased separately from the rest of the residence. Lots may be leased only for residential purposes. All leases must be in writing and shall have a minimum term of at least twelve (12) months. There shall be no subleasing. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, the Bylaws, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing, and the lease shall provide that the violation of any provision of this Declaration, the Bylaws, or rules and regulations of the Association shall be a breach of said lease, subjecting the tenant to termination of the lease and eviction. The Board may enact additional reasonable rules and regulations regarding the leasing of Lots, including, without limitation, a requirement that leases be registered with the Association and that tenant contact information and vehicle information be provided to the Board. No Lot or residence located thereon may be used for transient housing, for hotel purposes, or as a bed and breakfast.

**Section 7. Temporary Structures.** Except as otherwise set forth herein, no trailer, tent, shack, pod, barn, outbuilding, storage container or other temporary structure shall be erected or placed on any Lot governed by these covenants.

**Section 8. Fences.** No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot without the prior written consent of the Architectural Review Committee. No fence, wall, hedge or mass planting shall be permitted to be closer to the front street than the front of the residence, except upon approval by the Architectural Review Committee. All fences located on a Lot must be aluminum or vinyl and must be placed on or as close to the property line of an adjoining Lot as possible to allow for neighboring fences to attach. All fences that are approved are approved on the condition that such tie-ins are permitted, whether or not stated in the approval. No chain link fences, wooden fences, or other types of fences are permitted.

**Section 9. Signs.** No sign of any kind shall be erected by an Owner without the prior written consent of the Architectural Review Committee except:

- a. One (1) professionally lettered "For Sale" or "For Rent" sign having dimensions not to exceed 18 inches by 18 inches and a maximum height of two (2) feet above ground level may be posted in the front yard space of a Lot, or alternatively, in a window;
- b. Professional security signs may be posted on the Owner's Lot or in a window;
- c. Signs required by legal proceedings may be posted on a Lot;
- d. Temporary signs may be posted in the front yard space of a Lot, or alternatively, in a window, to announce special events such as birthday parties and other social events, but such signs may be erected no more than 24 hours before the event takes place and must be removed immediately upon the conclusion of such event; and
- e. One (1) political sign with maximum dimensions of 24 inches by 24 inches may be posted in the front yard space of a Lot, or alternatively, in a window, but such sign may not be posted earlier than 45 days before the day of the election and must be removed within seven

days after election day. For the purposes of this section, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. No political signs may be posted on the Common Area.

No signs of any type may be posted on the Common Area, except with permission of the Board, except that the Board shall not approve the posting of political signs in the Common Area. The Architectural Review Committee shall have the right to enact reasonable rules and regulations governing the style, number, or size of permitted signs, as well as defining those events for which temporary signs may be utilized.

Notwithstanding the foregoing, the Declarant and/or Declarant's assigns or Builders as authorized by Declarant shall be authorized to erect and maintain temporary signs for the sale and construction offices and for marketing of Lots and to erect and maintain decorative fencing at any sales or construction office.

**Section 10. Accessory Buildings and Other Outdoor Structures.** No accessory building of any nature whatsoever (including, but not limited to, detached garages, storage buildings, doghouses and greenhouses) shall be placed on any Lot without the prior written approval of the Architectural Review Committee. Only one (1) accessory building is permitted. If the accessory building is metal, the building must have a brick façade where visible from a street. All accessory buildings must conform to the same architectural style as the residence located on the same Lot. No outside clotheslines, supplies or equipment are allowed on a Lot. Garbage and refuse containers, transformers, air conditioning, and other alternative energy devices shall either be concealed behind screening or integrated into the building design so as to be inconspicuous. All outdoor equipment and accessories on a Lot, such as play structures, benches, sculptures etc. must be approved in writing by the Architectural Review Committee as compatible and harmonious with the surroundings and may be required to be screened from view or restricted to rear yards only.

**Section 11. Appearance.** Each Owner shall keep his Lot free of tall grass (grass greater than 8 inches in height is prohibited), undergrowth, dead trees, trash and rubbish. Each Lot shall be maintained so as to present a neat and attractive appearance, and each Owner shall comply with those requirements set forth in Article VI, Section 3 of this Declaration. No trees that are more 3 inches in diameter measured at a point 2 feet above the ground shall be removed without the prior written consent of the Architectural Review Committee except (a) dead or diseased trees; (b) trees that are located within 10 feet of a drainage area, a septic field, a sidewalk, a residence or a driveway; (c) trees removed by Declarant; or (d) trees removed during the construction of the original dwelling on a Lot.

**Section 12. Parking.** Each Owner shall provide for sufficient space for automobile parking for the Owner and Owner's guests in an enclosed garage or driveway on the Lot. Unless otherwise approved by the Board, there shall be no parking of automobiles on any portion of the Lot except in an enclosed garage or the driveway. There shall be no parking of automobiles on the Common Area. There shall be no parking of automobiles on the streets within the Property, unless on a temporary basis in accordance with rules promulgated by the Board. No boats, trailers, commercial vehicles, campers, motor homes, tractors, golf carts, motorcycles, recreational vehicles or other similar items may be parked on the streets in the Property or on any Lot unless such items shall be parked in an enclosed garage or in an area approved by the Architectural Review Committee which is screened from view from the street and adjoining Lots. In no case shall recreational vehicle parking be allowed in front of or beside a residence. For purposes of this section, the term "commercial vehicle" is defined as any vehicle upon which (a) is displayed commercial writing intended to advertise or identify a business with which the vehicle is associated or (b) is affixed any equipment on the exterior of said vehicle such as ladders, racks for transporting commercial equipment or inventory, hoses, machinery, etc.

No inoperative, abandoned, or unlicensed vehicle or any vehicle displaying an invalid inspection sticker shall be parked or stored on any Lot or on the streets in the Property. No tractor trailer or tractor cab may be parked anywhere within the Property at any time, whether permanently or temporarily, including on the streets. The operation of motor bikes, dirt bikes, all-terrain vehicles, go-carts, and motorized recreational vehicles shall be prohibited both on the streets of the subdivision and on the individual Lots and Common Area comprising said subdivision. The Board of Directors may promulgate additional rules and regulations governing parking and operation of vehicles, conveyances and equipment within the Property, including on the Lots.

The foregoing parking restrictions shall not apply to the development or construction activities of Declarant or any Builder approved by Declarant.

**Section 13. Antennas and Satellite Dishes.** No radio, television or other antenna, aerial or satellite dish may be installed without the approval of the Architectural Review Committee, except as follows:

- a. **Satellite Dishes:** Satellite dishes that are one meter or less in diameter and are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, may be installed without pre-approval. As long as adequate reception is available, satellite dishes must be located on the rear exterior wall or rear roof of the residence, or the rear yard behind the residence, and to the extent possible must not be visible from adjoining lots, streets, or common area.
- b. **Other Antennas:** Antennas that are one meter or less in diameter or diagonal measurement and are designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite and antennas that are designed to receive local television broadcast signals may be installed without pre-approval. As long as adequate reception is available, such antennas must be located on the rear roof of the residence, or the rear yard behind the residence, and to the extent possible must not be visible from adjoining lots, streets, or common area.

Dishes and other antennas and accompanying equipment should be painted to the extent possible to match the exterior of the residence or to blend in with the surrounding area where located and must be screened from view where possible. The Architectural Review Committee may enact requirements regarding screening and plantings as may be necessary to ensure that dishes and antennas are screened from view. Owners are solely responsible for maintaining satellite dishes, antennas, and all related equipment. Owners are not permitted to install satellite dishes or antennas of any type on the Common Area.

**Section 14. Solar Collectors.** Solar collectors may be installed only after approval of the Architectural Review Committee. Applications must include the type of solar collector, a photo of the same if available, and a drawing detailing the proposed location. Solar collectors may not be placed in the following locations if visible by a person on the ground: (1) on the façade of a structure that faces areas open to common or public access; (2) on a roof surface that slopes downward toward the same areas open to common or public access that the façade of the structure faces; or (3) within the area set off by a line running across the façade of the structure extending to the property boundaries. The Architectural Review Committee may require screening of solar collectors depending upon the type and placement



desired. All supports, wires, mounting hardware and other portions of the solar collector, to the extent possible, must be painted to match the color of the roof or wall to which they are attached.

**Section 15. Garbage Receptacles.** All garbage shall be stored in receptacles, which are picked up and disposed of weekly. Receptacles shall be placed out of sight of the subdivision streets at all times with the exception of the purpose of garbage pickup.

**Section 16. Tanks.** A propane tank is permitted to be placed in the side or rear yard space of a Lot but must be screened from view if above ground. There shall be no other storage tanks located on any Lot unless the same are approved by the Architectural Review Committee and screened from view.

**Section 17. Mailboxes.** No curb side mailboxes or other mail or newspaper receptacle shall be installed by any Owner within the Property, including on a Lot. A central mailbox unit sufficient to allocate one mail receptacle per Lot shall be installed by Declarant on the Property, and shall be maintained, repaired, and replaced by the Association, whether located on a Lot or Common Area. No Owner may move, deface, damage or otherwise alter said central mailbox unit. The Board shall have authority to establish rules and regulations governing use of the boxes to the extent said rules do not interfere with the regular delivery of mail and shall assess owners on an individual basis for keys or replacement keys to the central mailbox unit as may be needed.

**Section 18. Pools.** An in-ground pool may be permitted with the approval of the Architectural Review Committee. No above-ground pools are allowed.

**Section 19. Governmental Regulations.** All government buildings codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provisions of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

**Section 20. Time Limits on Construction.** With respect to new construction, each Owner is required to complete construction within 180 days of receiving a building permit from Harnett County, unless additional time for completion is granted by the Architectural Review Committee. Issuance of a certificate of occupancy shall be deemed to be the completion of construction. The Architectural Review Committee may establish deadlines by which all other proposed improvements or alternations must be completed.

**Section 21. Berm Easement.** Some Lots are subject to a berm easement as shown on the Plat. Within that easement area, no fence is permitted. Further, Owners may not alter the berm in any way, including via plantings unless approved by the Architectural Review Committee. The Association shall be responsible for maintenance of the berm easement.

## ARTICLE VIII ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require approval from the appropriate governmental authority and shall be required to occur within twenty-five (25) years from the date of recording of this instrument; provided, however, that no annexation of additional property shall have the effect of placing the original development in violation of the appropriate governmental ordinances.

Annexation of additional property shall be accomplished by recording in the Harnett County Registry a Declaration of Annexation, duly executed, describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Property on the date of recordation of the Declaration of Annexation.

In the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation. Otherwise, approval of a majority of the Members present in person or by proxy at a meeting duly called for such purpose shall be required to annex additional property. Prior to the conveyance of the last Lot in any newly annexed area, the Declarant shall deliver to the Association one or more deeds conveying fee simple title to any Common Area within the lands annexed.

## ARTICLE IX INSURANCE

**Section 1.** Insurance coverage obtained by the Association on the Property shall be governed by the following provisions:

- a. **Ownership of Policies.** All insurance policies on the Common Area shall be purchased by the Association for the benefit of the Association and the Owners.
- b. **Coverage.** All buildings and improvements owned by the Association and located on the Common Area, and all personal property owned by the Association, shall be insured in an amount of not less than eighty percent (80%) of the replacement cost after application of any deductible, as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:
  - i. Loss or damage by fire and other hazards covered by the standard coverage endorsement, and
  - ii. Such other risks as from time to time shall be customarily covered with respect to improvements on the land, if any.

Such policies shall contain clauses providing for waiver of subrogation.

- c. **Liability.** Public liability insurance shall be secured by the Association with limits of liability of no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary, including, but not limited to, officer and director's liability coverage.
- d. **Premiums.** Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as an assessment according to the provisions of Article V above.

- e. **Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interest may appear and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration.

**Section 2. Distribution of Insurance Proceeds.** Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- a. **Expense of the Trust.** All expenses of the insurance trustee shall be first paid or provisions made therefore.
- b. **Reconstruction or Repair.** The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after paying such cost shall be distributed to the beneficial Owners as above provided.

## ARTICLE X GENERAL PROVISIONS

**Section 1. Enforcement.** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or the rules and regulations. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** These covenants and restrictions shall run with, burden and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. During the Declarant Control Period, this Declaration may be unilaterally amended by the Declarant without the need for membership approval. Otherwise, this Declaration may be amended by the affirmative vote or written agreement of Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, except that during the Declarant Control Period no amendment shall be effective without the written consent of Declarant.

If any amendment to these covenants, conditions and restrictions is executed, each such amendment shall be delivered to the Board of Directors of this Association. Thereupon, the Board of Directors shall do the following:

- a. Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to any Lot to be examined.)
- b. Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed.

- c. Record the amendment in the Office of the Register Deeds of Harnett County.

**Section 4. Management and Contract Rights of Association.** Declarant may enter into a contract with a management company for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the Property.

**Section 5. Rights of Noteholders.** Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (g) receive written notice of any proposed action that requires the content of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

## ARTICLE XI ELECTRICAL SERVICE

Declarant reserves the right to subject the above-described Property to a contract with any provider for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment by the Owners of Lots within the Property.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Declarant has hereunto caused this instrument to be executed by its President, as an act and deed of the Declarant this the 29<sup>th</sup> day of December, 2021.

**DEVELOPMENT BY THE NUMBERS, INC.**

By: James R. Minor  
President

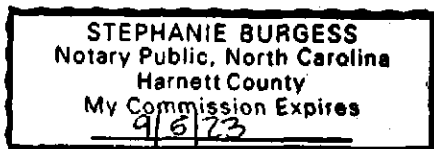
STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Wake

I, Stephanie Burgess, a Notary Public of the County and State aforesaid, certify that James R. Minor of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his signature and that he voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 29 day of December, 2021.



Stephanie Burgess  
Notary Public

Stephanie Burgess  
Printed Name

My Commission Expires: 9/5/23

**CONSENT OF MORTGAGEE**

First Federal Bank, being the Beneficiary under that certain Deed of Trust from Declarant to Dwight W. Snow, Trustee, recorded in Book 3772, Page 538 of the Harnett County Registry conveying the property described in Article I of this Declaration, consents to the recordation of this Declaration and the imposition of the provisions hereof and the provisions of the North Carolina Planned Community Act to the real property described in Article I of the Declaration. The execution of this Consent of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between the Beneficiary and the Declarant the relationship of partnership or of joint venture, nor shall it be deemed to impose upon the Beneficiary any of the liabilities, duties, or obligations of Declarant under the Declaration. Beneficiary executes this Consent of Mortgagee solely for the purposes set forth above.

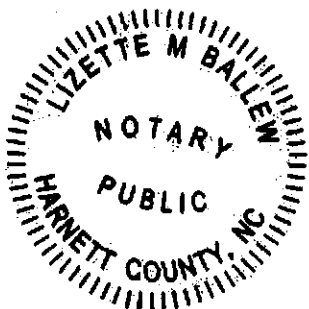
**BENEFICIARY:****FIRST FEDERAL BANK**By: Michael R. KerrName: MICHAEL R. KERRTitle: SENIOR VICE PRESIDENT / CHIEF CREDIT OFFICER

STATE OF North Carolina  
COUNTY OF Harnett

**ACKNOWLEDGEMENT**

I, Lizette M. Ballew, a Notary Public of the County and State aforesaid, certify that Michael R. Kerr of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 17<sup>th</sup> day of December, 2022. 2021 (B)



Lizette M. Ballew  
Notary Public

Lizette M. Ballew  
Printed Name

My Commission Expires: 9/18/2026