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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
AVA ESTATES
(A Residential Subdivision)

Prepared by/return to:
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231 Fairway Drive
Fayetteville, NC 28305

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS – Article V, Section 15 of these covenants regulates the display of political signs in accordance with North Carolina General Statutes Chapter 47F-3-121(2)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this the /8 March, 2023 by Stout Land Development, LLC, with a mailing address of 1786 Metromedical Drive, Fayetteville, NC 28304 hereinafter referred to as "Declarant".

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Submitted electronically by "Person & Lee PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

WITNESSETH:

Declarants are the owners of certain property in Beaver Dam Township, Cumberland County North Carolina and shown on plat entitled:

“Ava Estates” recorded in Plat Book 150, Page 22, Cumberland County, North Carolina, Registry (hereinafter “Ava Estates”).

Ava Estates will be comprised of single family residential homes. Declarants desire to provide for the preservation of the values and amenities, and the maintenance of the common area in Ava Estates; and under a general plan or scheme of improvement desire to subject said property to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter referred to as the "Covenants" or the "Declaration", all of which is hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof.

Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which can be delegated and assigned the power and authority of maintaining and administering the common properties, administering and enforcing these covenants and restrictions, and collecting and disbursing all assessments and charges necessary for such maintenance, administration, and enforcement. Ava Estates Owners Association, Inc. is incorporated under the laws of the State of North Carolina as a non-profit corporation and can exercise the functions aforesaid, which functions are hereinafter more fully set forth.

NOW THEREFORE, the Declarants declare that the real property depicted on the above-described plat shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens hereinafter set forth. This Declaration and the affirmative and negative burdens of these covenants, shall touch and concern and run with the land herein referred to as the “Property.” All rights and easements reserved by the Declarants hereunder shall also be reserved to the assignees and successors in interest of the Declarants.

ARTICLE I
DEFINITIONS

Section 1. “Association” shall mean and refer to Ava Estates Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. “Common Properties” or “Common Areas” shall mean and refer to:

- (a) The “Sight Triangle,” “Sign Easement, “5’ No Access Easement”, Lot “CA1” and all drainage easements and utility easements affecting or benefiting the Property; all as shown on the Plat.
- (b) any landscaping or hardscaping within the Common Areas;
- (c) any improvements constructed or as may be constructed within the Common Area;
- (d) any personal property acquired by the Association;
- (e) any adjoining real property acquired by the Association for the purposes of

drainage, water management, or any other noncommercial purpose;

- (f) The Mail Kiosk Area identified on the Plat.

Section 3. "Declarants" shall mean Stout Land Development, LLC, its successors and assigns.

Section 4. "Covenants" or "Declaration" shall mean this instrument as it may be from time to time amended, supplemented, modified or incorporated by reference.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown on the Plat or any plat of any additional phases of Ava Estates, as such map or maps may be from time to time recorded, amended, or modified, excluding any infiltration basin, common area or open space.

Section 6. "Owner" shall mean and refer to the owner as shown by the records in the Register of Deeds of Cumberland County, North Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, including the Declarants, of fee title to any Lot depicted on the plat Ava Estates, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term Owner mean or refer to any lessee or tenant of an Owner.

Section 7. "Period of Declarants Control" means the period commencing on the date hereof and continuing until the earlier of (i) December 31, 2031; or (ii) when Declarants have voluntarily terminated their Declarants Rights hereunder in writing.

Section 8. "Plat" or "Plats" shall refer to the following:

Plat entitled "Ava Estates" recorded in Plat Book 150 Page 22 of the Cumberland County, NC, Registry.

Section 9. "Property" or "Subdivision" shall mean and refer to the land as shown on the Plats. "Property" shall also include future sections of Ava Estates as the same may be annexed pursuant to Article II below.

Section 10. "Stormwater Control" or "BMP" or "Drainage Swale" shall all refer to such management practices and/or facilities maintained with any Stormwater Agreement of Grass Swale Maintenance agreement attached hereto, if any.

ARTICLE II PROPERTY, UTILITIES, AND RESERVED RIGHTS

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these covenants is defined as the Property above.

Section 2. Annexation of Additional Property. At any time prior to the end of the Period of Declarants Control, additional land may be annexed by the Declarants without the consent of the Owners and therefore become subject to this Declaration by the recording by Declarants of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such property

pursuant to this section may increase the cumulative number of Lots within the Property. Any Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different minimum size requirements, different voting rights and different annual and special assessments for the Lots so annexed as Declarants, in their sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. A Supplemental Declaration annexing additional property need only be executed by the Declarants and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of Owners.

Section 3. Special Declarant Rights. Declarants reserve the following special declarant rights for the entire Property during the Period of Declarants Control:

- (a) To complete any and all improvements indicated on the plats and plans;
- (b) To exercise any development right reserved in this Declaration;
- (c) To construct and maintain any sales office, signs advertising the Property or any property which may be added thereto, management office or model on any of the Lots or on any of the Common Area shown on the plat;
- (d) To use easements through the Common Area for the purpose of making improvements within the Property or any property added thereto; to enter upon the subdivision for access, including ingress and egress for both vehicles and pedestrians, to and from any public street; or to connect at Declarant's expense to any street, roadway walkway or other means of access located on the Common Area;
- (e) To create and add Lots, to alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots or other Property into Common Property, to add Common Area or to extend streets and utilities through Lots;
- (f) To annex any adjacent property developed in conformity with this Declaration;
- (g) To transfer responsibility for any storm water best management practices or facilities affecting the Property in accordance with any Stormwater Agreement; or
- (h) To approve any supplemental declaration or other declaration of covenants, conditions or restrictions affecting any phase, sub-section or other portion of Ava Estates; without Declarant's review and consent, such supplement declaration or other declaration of covenants, conditions or restrictions shall be voidable in the sole discretion of the Declarants.

Section 4. Utilities Reserved by Declarants. Declarants reserve the right to subject the Property to a contract with public utility provider(s) for the installation of overhead and/or underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to such public utility provider by the owner of each Lot. Declarants may devote any Lot or portion thereof, not already sold, for any construction and uses which it, in their discretion, deems necessary in order to provide the subdivision with utilities.

Section 5. Utility Easements. Easements for installation and maintenance for utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water.

Section 6. Easements for Governmental Access. An easement is hereby established over the Common Area and every Lot within the Property for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection, and the delivery of mail.

ARTICLE III
PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easement of Enjoyment in Common Area. Except as limited by the provisions of this Declaration, by the rules and regulations adopted by the Board of Directors of the Association, and any fees or charges established by the Board of Directors of the Association, every Owner shall have a right of easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title of every Lot.

Section 2. Delegation of Use.

- (a) Family. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence.
- (b) Tenants; Contract Purchasers. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated by such Owner to his tenants or contract purchasers who occupy a residence within the Properties.
- (c) Guests. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchaser, subject to such rules and regulations as established in this Declaration.
- (d) Suspension of Rights. The rights of any delegate of an Owner shall be suspended by, upon and during suspension of such Owner's rights as provided in this Declaration. Additionally, the privilege granted to guests and tenants of Owners to use and enjoy the Common Areas, subject to the rules, regulations, and fees, if any, established by the Association for such use, (other than ingress and egress) may be denied to or withdrawn from such guests or tenants by an affirmative vote of ninety percent (90%) of the votes cast at a meeting of the Association called for the purpose of voting on such denial or withdrawal.

Section 3. Access Easement. Appurtenant to each Lot is an easement over the streets and roadways within the Properties for access, ingress and egress from and to public streets and an easement for pedestrian access, ingress and egress over sidewalks and walkways in the Common Area. Any such easement shall be upon such walkways, driveways or other ways as are designated by the Declarants shall be subject to the terms of this Declaration.

(a) Each Owner of Lots 1-4 shall have the perpetual right, easement, and privilege to access, ingress, egress, and regress over the 50' Joint Driveway Access Easement identified on the Plat. This appurtenant easement shall run with the land. Lots 5-11 shall be excluded from the privilege of access, ingress, egress, and regress over the 50' Private Access Easement except as to access to the Mail Kiosk Area if required by the United States Postal Service.

Section 4. Title to Common Area. The Declarant covenants for itself, its successors or assigns that it shall convey to the Association by limited warranty deed the "Common Properties" or "Common Area" prior to the conveyance of the first Lot. All said parcels of land may be conveyed to the Association subject to: (1) all restrictive covenants of record at that time, including but by no means limited to this Declaration; (2) all existing mortgages; (3) easements reserved by the Declarant herein for special declarant rights; and (4) any

Stormwater Agreement affecting the Property.

Section 5. Extent of Owners' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, in accordance with its Bylaws, to borrow money from the Declarant or any other lender for the purpose of improving and/or maintaining the Common Area and providing services authorized herein and in aid thereof to mortgage said properties;
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;
- (c) the right of the Association to suspend the rights and easements of enjoyment of an Owner, or any tenant or guest of any Owner, for any period during which the payment of any assessment against any Lot owned by such Owner remains delinquent, and for any infraction of its published rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment;
- (d) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated or constricted on the Common Area and to limit the use of such facilities to Owners who occupy a residence on the Properties and to their families, tenants, and guests, as provided in this Article;
- (e) the right of the Declarant or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility easements on any part of the Common Area; and
- (f) the right of the Declarants or the Association to give, dedicate, sell or exchange all or any part of the Common Area, including leasehold interests, to any public agency, authority, or public service district for such other purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfer and determination as to purposes and conditions shall be authorized by (i) the Declarants as long as it owns any portion of the Property and (ii) the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established herein and unless written notice of the meeting and the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by an officer of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Area prior to the recording thereof. Any dedication, sale, or exchange of the Common Area shall comply with the Cumberland County Subdivision and Zoning Ordinances. Nothing herein shall be deemed to prohibit the Board of Directors of the Association, without the consent of the Members, from granting easements over and across the Common Area to any public agency, authority or utility for the installation and maintenance of sewerage, utility (including cable television) or drainage facilities when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of properties within Ava Estates.
- (g) the right of Declarants to use Common Area for promotional, sales, and similar purposes during

- the Period of Declarants Control;
- (h) the right of the Declarant to expand or add to the Common Area and to improve, maintain and operate the Common Area;
 - (i) the right of the Owners to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area; and
 - (j) the special Declarant rights reserved herein.

Section 6. Regulation and Maintenance of Common Area and Common Area Easements. It is the intent of the Declarants that the Common Area be preserved for the perpetual benefit of the Owners.

- (a) **Regulation of Common Area.** The Association may adopt and promulgate rules and regulations governing the use of the Common Area by Owners and their family, guests and invitees. No Owner or other permitted user shall use the Common Area or any portion thereof in violation of the rules and regulations contained in this Declaration or subsequently adopted by the Association.

Without limiting the generality of the foregoing, except as specifically provided herein, no Owner or tenant, guest or invitee of an Owner shall, without specific prior written consent of a majority of the Owners (1) damage or waste the Common Area or improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure or other improvement or thing on the Common Area; (iii) place any garbage receptacle, trash or debris on Common Area; (iv) fill or excavate any part of the Common Area; (v) landscape or plant vegetation on Common Area; or (vi) use the Common Area or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.

- (b) **Rights and Responsibilities of the Lot Owners as to Common Area Easements.** Each Owner of a Lot upon which a Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area easement.
- (c) **Rights and Responsibilities of the Association as to the Common Area.** The Association shall have the right and obligation to ensure that the Common Area is preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Area in its natural or improved state, as appropriate, and keep it free of impediments to its use by the Owners, subject to the provisions of this Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, Directors, and officers, against any loss or damage suffered by any person resulting from use of the Common Area, and adequate hazard insurance covering the real and personal property owned in fee by the Association; and (iii) pay all property taxes and assessments for public and private capital improvements made to or for the benefit of the Common Area levied against Common Area owned in fee by the Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any *ad valorem* taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six months, each Owner of a Lot in Ava Estates shall become personally obligated to pay the County Tax Assessor a portion of such taxes or assessments in an amount determined by dividing the total taxes and/or assessments due by the total number of Lots in Ava Estates. If such sum is not paid by the Owner within thirty days following receipt of notice of the amount due, then such

sum shall become a continuing lien on the Lot of the then Owner(s), the Owner(s)' heirs, devisees, personal representatives, assigns, and the County tax Assessor may either bring an action at law against the Owner personally obligated to pay the same or may elect to foreclose the lien against the property of the Owner. The Common Area may not be further subdivided, developed or conveyed by the Association, except where approved under the provisions of the Cumberland County Code of Ordinances and the Cumberland County Zoning Ordinance.

- (d) Declarant's and Association's Right of Entry. The Declarants and the Association and the employees, agents, contractors and subcontractors of the Declarant, shall have a non-exclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area easement for the purposes of: (i) installing and maintaining entrance signs, features, fencing and landscaping; and (ii) making such improvements to the Common Area; and (iii) maintaining the Common Area easement in its natural or improved state.

Section 7. Street Maintenance. Intentionally Omitted.

Section 8. Conflicts between the Covenants and the Cumberland County Subdivision & Development Ordinance. If any conflict arises between these Covenants and any applicable Cumberland County Subdivision & Development Ordinance, the Cumberland County Subdivision & Development Ordinance shall control.

ARTICLE IV
ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No residence or other building, and no fence, wall, utility yard, driveway, solar panel, swimming pool or other structure or improvement, regardless of size or purposes, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the Lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Declarant or the ARC (as hereinafter defined) shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by the Declarant or by an Architectural Review Committee ("ARC") composed of three or more persons appointed by the Board of Directors of the Association and until a copy of all such plans and specifications, as finally approved by the Declarant have been lodged permanently with the Declarant or the ARC. The Declarant or ARC, as the case may be, shall have the absolute and exclusive right to determine the style and appearance of the dwellings, including, but not limited to flag staffs, fences, walls, buildings outbuildings, garages, storage sheds, lawn decorations, structures of any type or color thereof, grading, landscaping, patio covers and trellises, utility layout, and any other improvements to be built or constructed on any Lot. The Declarant or ARC, as the case may be, shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Declarant or ARC may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the Lot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the

effect and appearance of such construction as viewed from neighboring properties. In the event the Declarant or ARC fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of the Declarant or ARC shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

Section 2. Rules and Regulations. The ARC may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modification.

Section 3. Variances. The Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the ARC as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.

ARTICLE V USE RESTRICTIONS

Section 1. Business Use Prohibited. All Lots shall be used for residential purposes only and shall not be used for any business or commercial purposes, provided, however, that Declarants reserve for itself and any approved builder the right to use any Lot as a model home with sales office. Declarants, builders, real estate brokers, Owners and their agents may show lots and homes for sale or lease. Group family homes are prohibited.

Section 2. Building Type. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed three stories in height and a private garage for not more than three cars and other outbuilding incidental to the residential use of the Lot. Such outbuilding erected, altered, placed, or permitted shall be placed to the rear of the dwelling structure on the Lot. All garages shall be constructed in the same architectural style and materials as the dwelling.

Section 3. Setbacks. The setback of any dwelling house on any Lot shall be as shown on the Plat. When consistent with the zoning ordinances (or any variance granted), the building line set-backs as provided for in this paragraph may be varied by as much as ten (10) percent with the express consent of Declarants, which said consent document need not be on record in the Office of the Register of Deeds, Cumberland County, North Carolina.

Section 4. Walls, Fences and Hedges. All walls, fences, and hedges shall be controlled strictly for compliance with this Declaration.

No wall, fence, or hedge shall be planted or erected closer to the street on which the house fronts than the rear corner of the house; provided, however, that for houses with screened porches, the fence may attach at either the front or back corner of the screened porch.

For corner Lots, no wall, fence, or hedge shall be planted or erected closer to the side street than ten (10) feet from the corner of the house.

No fence made of concrete block, chain link, wire, or what is commonly known as "chicken wire" shall be

permitted anywhere on the Lot except as covered in Section 12 of this Article. No wall, fence, or hedge shall exceed six [6] feet in height. The design and materials of all fences shall be in accordance with all local ordinances in place at the time they are erected.

Section 5. Accessory Structures. No trailer, tent, shack, or barn shall be placed, erected, or allowed to remain on said property without the written consent of Declarants. No structure of a temporary character shall be used as a residence temporarily, permanently or otherwise. Accessory buildings shall have the same exterior finish as the dwelling. Metal storage buildings are not permitted.

Section 6. Maintenance of Improvements. Each Owner shall maintain all improvements constructed upon such Owner's Lot to the standards of their original construction. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the dwelling. Such maintenance obligations include keeping the exterior of all such improvements free of mold and mildew.

Section 7. Storage. No Lot or Common Area shall be used for the storage of rubbish. No trash of any kind, whether household or yard debris, shall be placed or allowed to remain on any Lot, except in proper containers. Containers should only be placed by the street on the evening before the day trash is scheduled to be picked up. Each owner shall promptly remove the trash container from the street, in no case later than the evening of the day the trash was removed.

Section 8. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 9. Lawns. Each Lot shall be maintained in a neat condition by the Owner thereof. For the purposes of this Section 9, "Lot" shall include that portion of the property from the outside of the structure on the applicable Lot to the adjacent paved road surface, including any drainage swales located therein. All Lots upon which a dwelling has been constructed ("Improved Lots") must have grass lawns. No gravel or similar type lawns are permitted. For Improved Lots, "neat" shall require, at a minimum, that the front yard of each Lot, and in the case of corner lots, the side of each Lot along the side abutting roadways, be regularly cut and fertilized, and that mulched or pinestrawed areas be regularly re-mulched or re-pinestrawed and kept weeded so that its appearance is in harmony with the neighborhood. No Owner shall allow the grass on an Improved Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. For unimproved Lots, "neat" shall require that the Lot is maintained in a sightly condition, free of debris, rubbish, weeds and high grass and in a prudent and reasonable manner harmonious with that of the other Lots within the subdivision. Owners shall remove all trash from their Lots regularly. Drainage swales will not be altered, piped or filled in without approval from the North Carolina Department of Environment and Natural Resources, Division of Energy, Mineral and Land Resources, or its successor agency and approval must be granted by the Association after a design submission drawn by a civil engineer and written authorization provided by NCDOT.

Section 10. Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry (except as permitted in Section 13 of this Article), or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot, except the keeping of orderly domestic pets (dogs or cats) shall be permitted; provided, however;

- (1) No More than four (4) dogs may be kept by an Owner, and any dogs that are kept shall be housed inside the Owner's home;
- (2) no pets shall be kept, bred, or maintained for any commercial purposes;
- (3) household pets must be kept and contained on an Owner's

property within a fence enclosure compliant with Section 4 of this Article; (4) no animals shall be kept, chained, or tied to a stake of any kind; (5) no person shall keep, permit and/or cause the keeping of any animal otherwise allowed which habitually or frequently makes such sounds, cries, or other utterances as may disturb the quiet, comfort, or repose of any person with the Properties; (6) any pet that is not on the Owner's premises shall be on a leash and accompanied by a responsible person; (7) no "runs" shall be erected or permitted on the Properties; and (8) no pot-belly pigs may be kept on any Lot.

Section 11. Vehicles, Boats, Trailers. No automobile, truck, or vehicle of any kind shall be parked on any public street abutting the Properties after receiving notification from the Declarants to remove the automobile, truck, or vehicle. No automobile or other mechanical repairs shall be conducted within a Lot other than in a garage or concealed from public view. No automobile, truck, or vehicle of any kind shall be parked on the Lots, other than on the driveway or in the rear yard behind approved fencing. No mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on a Lot at any time except in a closed garage. No truck or vehicle used with eighteen wheels (such as a "tractor" or "semi") shall be permitted to be parked on the Properties except in the course of delivery, pick up, or discharge of a specific commercial duty. No vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no golf cart, no boat, no trailer, and no jet ski or other watercraft may be parked on any street or on any Lot, unless kept inside a garage or behind an approved fence in the rear of the lot on a concrete pad suitable for such purpose. No parked vehicle shall be covered by a "car cover" or other similar covering unless kept inside a garage and concealed from public view. No truck or vehicle, no camper, no golf cart, no boat, Jet Ski or other watercraft, and no trailer may be kept within the Common Area. For the purpose of the preceding sentences, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less. In order to preserve the aesthetics of the development, whether or not a boat, trailer, or vehicle of any type is adequately concealed from public view shall be determined by the Declarant in its sole discretion. The Declarant shall have the right to tow or remove any boat, trailer, recreation vehicle, camper, jet ski, watercraft, golf cart or vehicle of any type which is parked within the Common Area or kept on any Lot in violation of this section, at the Owner's expense, and the Owner of each Lot, by acceptance of their deed, does grant to the Declarant such an easement, on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section.

Section 12. ATV, Dirt Bikes, Mini Bikes and other "off road" vehicles. ATVs, Dirt Bikes, Mini Bikes, and off road style vehicles may not be operated within any portion of the Property, on a Lot, or in the Common Area. Such vehicles may be stored and/or parked on the Property in accordance with Section 11 above. Declarant and/or the Association shall have the right to tow or remove any ATV, Dirt Bike, Mini Bike, or off-road vehicle being used or having been used at any time in violation of this section at the Owner's expense and the Owner of each Lot, by acceptance of their deed, does grant to the Declarant such an easement, on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section.

Section 13. Chickens. The maintenance, keeping, boarding and/or raising of chickens is permitted; provided, however;

(1) No more than ten (10) chickens may be kept by an Owner; (2) the term "chickens" is limited to hens and specifically excludes roosters; (3) chickens must be contained on an Owner's property within coops or fences that are no more than six (6') feet in height; (4) the use of wire or "chicken wire" is permitted on the lot for the purpose of containing chickens on the Owner's property; (5) any structure or fence housing chickens must be kept to the rear of the property and be compliant with local ordinances in place at the time they are erected.

Section 14. Mail Kiosk. Mail Kiosks, placed in accordance with NCDOT and any applicable federal, state,

and local regulations, shall be maintained by the Association for the benefit and use of the Owners and the United States Postal Service.

Section 15. Signs. No sign of any character shall be displayed or placed upon any Lot except "For Sale" or "For Rent" signs. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Declarant. Notwithstanding the foregoing, Declarants, and with the consent of and upon such conditions as Declarants, in their sole discretion, might impose, a builder or builders shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area, in connection with the development and sale of the Properties.

(1) **Political Signs.** No political signs shall be displayed outside of the time period of 60 days prior to the date of an election day and 14 days after the Election Day. Political signs include candidate for office signs and any "movement or group" sign that is interpreted by the Association as being political.

Section 16. Antennae and Roof Structures. No radio or other electrical towers, aerials, antennae, or other devices of any type for the reception or transmission of radio broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon. Satellite dishes not to exceed 35 inches in diameter are permitted in the rear of the dwelling house or the rear corner of the Lot. The Declarant shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. An antenna permissible pursuant to rules adopted by the Association may be installed only if it is approved by the Association pursuant to Article V hereof.

Section 17. Swimming Pools. In-ground pools and above ground pools are permitted in the rear yard of any dwelling and must be surrounded by at least a five (5) foot fence, constructed in accordance with Section 4 of this Article.

Section 18. Visual Obstructions at Intersections of Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extension thereof) shall be placed, planted or permitted to remain on any corner Lots.

Section 19. Water Retention Areas. A drainage easement is hereby dedicated to the Declarant for the purpose of maintaining the storm water system to meet water quality and quantity design standards of the approved plans and any future governmental laws, rules or regulations; provided, however, that nothing in this Section shall release an Owner from his or her maintenance responsibilities under Section 9 above.

Section 20. Noise. Each Lot Owner covenants and agrees that he will control the noise level emanating from any activities on the lot at a reasonable level. The Lot Owner shall not allow the noise level to become a nuisance or to otherwise interfere with adjoining Owners' reasonable use of their lots.

Section 21. Diligent Construction. Unless otherwise agreed by Declarants, all construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion. No partially completed building or other improvement shall be allowed to exist on any Lot, except during such reasonable period as is necessary for the completion of same.

Section 22. Casualty; Obligation to Re-construct or Raze. If any structure is significantly damaged or

destroyed by fire or other casualty, then the Owner thereof shall promptly repair or rebuild said structure or shall promptly raze the damaged improvements and clear all debris from the Lot. If this Section is not complied with, then the Declarants (until the expiration of the Period of Declarants Control) shall have the right to raze the damaged improvements and clear all debris from the Lot.

Section 23. Short Term Leasing. No Leases or other rental agreement shorter than 1 month shall be allowed. Each owner covenants and agrees that they will not use the property as a short term rental property.

Section 24. Leasing. Any Lease between the Owner and a Tenant must be for the entire property. No Leasing of individual rooms or portions of a Lot are allowed. Any Lease entered into by an Owner shall be provided to the Association, including a list of all occupants of the leased Property if there are to be occupants that are not on the Lease.

ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner, upon acquiring title to a Lot subject to assessment by the Association, shall be a member of the Association and shall remain a member until such time as his ownership of such Lot ceases for any reason, at which time his membership in the Association shall cease. Each Member shall pay the Assessments provided for in Article VII when due and shall comply with the Association's decisions. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

- (a) Class A Members. Every person, group of persons, or entity which is a record Owner of a fee interest in any Lot shall automatically be a Class A Member of the Association, except the Declarant during the Period of Declarant Control; provided, however, that any such person or group of persons, or entity who or which hold such interest solely as security for the performance of an obligation shall not be a Member. Each Class A Member shall have one (1) vote with respect to each Lot owned by such Member, except as set forth in Section 3 below. In the event that more than one person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.
- (b) Class B Members. Class B Member during the Period of Declarant Control shall be the Declarant. Declarant shall be entitled to nine (9) votes for each Lot it owns during the Period of Declarant Control. The Class B Membership shall cease and be converted to Class A membership upon the expiration of the Period of Declarant Control.

Section 3. Declarant's Voting Rights. Until the expiration of the Period of Declarant Control or such time as the Declarant relinquishes its responsibilities in writing, Declarant shall be vested with the sole voting right of the Association on all matters, including, without limitation, election and removal of directors and officers of the Association.

Section 4. Composition of Board. The Association shall be governed by a Board of Directors as provided for in the By-Laws of the Association. The Declarant shall have the right to appoint and remove all persons on the Board and to appoint and remove all officers of the Association during the Period of Declarant Control.

Section 5. Cumulative Voting Prohibited. Each Owner shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to multiplied by the number of Directors to be elected, but may not cast all of such votes for any one (1) Director and must distribute them among the number to be voted for, and all votes must be cast in whole numbers and not fractions thereof. It is the intent of this Section to prohibit cumulative voting.

Section 6. Voting Rights Suspension. The right of any Class A Member to vote may be suspended by the Board of Directors of the Association for any period during which any assessment against that Class A Member remains unpaid or for any violation of the published rules and regulations of the Master Association.

ARTICLE VII COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Class A Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which are Common Expenses; (2) special assessments for extraordinary maintenance, capital improvements, or other extraordinary common charges or expenses; (3) special assessments for purchase, construction or reconstruction of improvements; and (4) to the appropriate governmental taxing authority, a pro rata share of assessments for public improvement to the Common Area if the Association shall default in payment thereof. All assessments, together with interest and late charges set forth in the Article and all costs and reasonable attorney's fees for collection, shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment or charge, together with interest, fees, costs and reasonable attorney's fees, shall also be the personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

The Association shall also have the authority, through the Board of Directors, to establish, fix and levy a special assessment on any Lot to secure the liability of the Owner thereof to the Association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditure of time and money or both, by the Association for repair or remedy.

Each Class A Owner covenants, for himself, his heirs, successors and assigns, to pay each assessment levied by the Association on the Lot described in such conveyance to him by the due date as established by the Board, and further covenants that if said assessment shall not be paid within thirty (30) days of the due date, the payment of such assessment shall be in default and the amount thereof become a lien upon said Owner's Lot as provided herein and shall continue to be such lien until fully paid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision; and, in particular, but not limited to, for the acquisition, improvement and maintenance of services, amenities and facilities, and for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the

payment of taxes and public assessments assessed against the Common Area, the procurement and maintenance of insurance in accordance with this Declaration, the employment of counsel, accountants, managers, engineers, security personnel, and other professionals for the Association when necessary, the payment for maintenance and operation of any shared access point, and for street lights if any; the payment of any assessments due pursuant to the Declaration; and such other needs as may arise.

Section 3. Regular Assessments; Initial Contribution to Working Capital; Fine Assessments. The initial assessment for each Lot shall be \$360 annually and shall remain \$360 until such time that the Period of Declarant Control ends or the Board of Directors adopts an annual budget and Assessments that are ratified by the Members in the process laid out below, whichever occurs first. In addition, each Lot shall be assessed a one time or initial Contribution to Working Capital fee of \$250 at the time of the closing of the First Sale.

After the Period of Declarant Control expires, the Board of Directors shall adopt a proposed budget at least annually. Within 30 days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than 10 days nor more than 60 days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. There shall be no requirement that a quorum be present in order to vote on ratification of the budget. The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget. Notwithstanding the forgoing, if the budget provides for annual assessments not greater than 10% larger than the assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having at least 80% of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board. Any annual assessment ratified by the Members shall continue thereafter from year to year as the annual assessment until changed by the Board and ratified by Members as set forth herein.

In addition, the Board of Directors, or any adjudicatory panel established by the Board, may levy a reasonable Fine Assessment as a fine or penalty for violation of this Declaration. In addition, the Board may enact additional fees for late payments, fees for providing written assessment certificates setting forth all current and delinquent assessment charges, and fees to transfer ownership of a Lot upon the Association's records.

Section 4. Special Assessments for Capital Improvements. In addition to the regular and fee assessments authorized above, the Board may levy, in any assessment, year, a special assessment for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, restoration, repair or replacement of a capital improvement upon the Common Area, any extraordinary maintenance or other expense, including fixtures and personal property related thereto and any property for which the Association is responsible provided that any such assessment shall have the assent of Members as provided in Section 3 above.

Section 5. Replacement Reserve. Out of the Common Expenses assessment, the Board may create and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area which the Association may be obligated to maintain.

Section 6. Individual Assessment. In the event that the need for maintenance, repair or replacement of any improvement on the Property, for which the Association has the maintenance, repair and/or replacement obligation, is caused through the willful or negligent act of an Owner, his family, his pet(s), his tenant or his guest, the cost of such maintenance, repairs or replacements shall be paid by such Owner. The Board shall have the maintenance, repair, or replacement done, and the cost thereof shall be provided by the Board to said Owner and shall be paid by said Owner within thirty (30) days thereafter, unless an earlier date is

otherwise set forth therein.

Section 7. Date of Commencement of Annual Assessments; Due Dates. Annual assessments shall not commence until the First Sale as set forth in Section 3 above. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall be delinquent, in default and shall incur such late charge as the Board of Directors may from time to time establish, and if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the rate of eighteen percent (18%) per annum or at such other reasonable rate set by the Association in its minutes, not to exceed the highest rate then permitted by North Carolina law. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorneys' fees, and/or foreclose the lien against the Lot for which such assessment is due. Interest, late payment charges, reasonable attorneys' fees and the costs of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

The lien herein granted unto the Association shall be enforceable pursuant to Chapter 47F of the Planned Community Act of North Carolina ("PCA") from and after the time of recording a Claim of Lien in the Office of the Clerk of Superior Court in the County in which the Lot is located in the manner provided therefore by the PCA, which claim shall state the description of the Lot encumbered thereby, the name of the record owner, the amount due and date when due. The claim of lien shall be recordable any time after thirty (30) days after the due date of the assessment or any installment thereof and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid. Such claims of lien shall include all assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed by an officer or agent of the Association. In any foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage on said Lot. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not abate the personal obligation of the prior owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. Any property dedicated to, and accepted by, a public authority and any property owned by the Association shall be exempt from the assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Miscellaneous.

- (a) An Owner has the sole responsibility of keeping the Association informed of the Owner's current address if different from the Lot owned. Otherwise, notice sent by the Association to the Lot is sufficient for any notice requirement under this Declaration.

- (b) The lien under this Article arises automatically and no notice of lien need be recorded to make the lien effective.
- (c) Any assessment otherwise payable in installments shall become immediately due and payable in full without notice upon default in the payment of any installment. The acceleration shall be at the discretion of the Board.
- (d) The Association shall have the right in its discretion to contract with a professional property management agency for the purposes of managing its affairs on behalf of the subdivision.

ARTICLE VIII
RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Responsibilities. The Association shall be responsible for the following services:

- (a) Exclusive management, control, and maintenance of the Common Area and shall keep the Common Area in good, clean and proper condition, order and repair, whether or not title to such Common Area has been formally conveyed to the Association; including, without limitation, streets and roadways, landscaping, recreation area, storm water structural controls and BMPs under the Stormwater Agreement, wet detention basins and other facilities located on the Common Area;
- (b) Payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area and the performance of the services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this Declaration;
- (c) Taking any and all actions necessary to enforce all covenants and restrictions affecting the Property, and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property, including but not limited to fining Owners for violating same or for not properly maintaining their Lot;
- (d) Constructing improvements on Common Area for use for any of the purposes or as may be required to provide the services as authorized in this Article;
- (e) Provision of administrative services including but not limited to insurance, legal, accounting and financial, and communication services informing Owners of activities, notice of meetings, referendums, etc., incident to the above-listed services, and payment of taxes and other expenses;
- (f) Operation and maintenance of any retention pond to be constructed on the Property.

The powers of the Association shall be construed liberally and shall include, without limitation, all of the powers set forth in Section 47F-3-102 of the Planned Community Act.

Section 2. Manager. The Association may employ and pay for the services of a person or entity, including the Declarant (the "Manager") to assist the Association in managing its affairs and carrying out its responsibilities hereunder and such other persons or entities, including attorneys and accountants, as the Association deems necessary or advisable, whether such persons or entities are engaged, furnished or

employed by the Manager or directly by the Association. The Association may enter into a Management Agreement for such management services upon such terms as the Board of Directors may deem appropriate. The payment of management fees due to the Declarant may, at Declarant's option, be deferred until such later date as Declarant, in its sole discretion, deems appropriate. Furthermore, any management fees due to Declarant may, at Declarant's option, be credited against any assessments due or to be coming due from Declarant.

Section 3. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority, to borrow money for use by the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association which loans shall be used by the Association in performing its authorized functions. The Declarant may, but shall not be obligated to, make loans to the Association, subject to approval by the Declarant of the use to which such loan proceeds will be put and the method by which such loans will be repaid and subject to a maximum of loan amount approved by the Declarant, at interest rates acceptable to the Declarant. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the minimum regular annual assessment at any time there is outstanding any amounts due the Declarant as repayment of any loans made by the Declarant to the Association.

ARTICLE IX DURATION AND AMENDMENT

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarants, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five-year period this Declaration shall be automatically renewed and extended for successive ten-year periods unless terminated or amended by a vote of the Owners. During the Period of Declarants Control, this Declaration may be amended by the Declarants, without the consent or joinder of any other Owner or the Association. Any such amendment shall be effective upon recording of same in the applicable public registry for Cumberland County, North Carolina. Otherwise, this Declaration may be amended as set forth in N.C.G.S. 47F-2-117 except that neither the Association nor the Owners may amend this Article IX to diminish or remove Declarants' powers hereunder.

ARTICLE X Intentionally Omitted

ARTICLE XI STORMWATER RESPONSIBILITIES AND COVENANTS

Section 1. Covenants. Intentionally Omitted.

Section 2. Attached as an Exhibit, if any, are the Storm Water Management Regulations for Low Density Residential Subdivisions, which is incorporated herein and made a part hereof.

Section 3. Notwithstanding anything in this Declaration, should the Association fail to maintain the retention pond, if any, or other storm water management system, its expressly stated that Cumberland County shall have the ability to assess the Owners directly for such maintenance.

ARTICLE XII

ENFORCEMENT, SEVERABILITY AND INTERPRETATION

Section 1. Means of Enforcement. Enforcement of these Covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these Covenants.

Section 2. Severability. Should any covenant or restriction herein contained, or any Article, Section, paragraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 3. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation of construction, which will best result in the consummation of the general plan of development of the Property. The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning or similar ordinance which allows a less restricted use of the Property.

Section 4. Authorized Action. Intentionally Deleted.

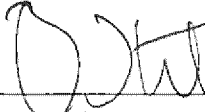
Section 5. Trespass. Whenever the Declarants are permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

Section 6. Conflict. In the event of any conflict between the provisions of this Declaration and any applicable provisions of the Cumberland County Code of Ordinances, the provisions of the Cumberland County Code of Ordinances shall control.

(Signature on next page)

IN WITNESS WHEREOF, Declarants have caused this instrument to be executed the day and year first above written.

STOUT LAND DEVELOPMENT, LLC

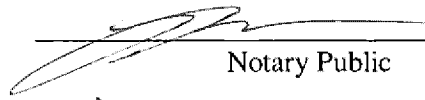
By: 
Name: Benjamin Stout
Title: Manager/Member

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Benjamin Stout, Manager & Member

Date: 3/18/2023


Notary Public

Parker C. Lee
Printed or Typed Name of Notary Public

My commission expires: 5/7/2024

(Affix notarial stamp or seal)

