

FILED  
 CUMBERLAND COUNTY NC  
 J. LEE WARREN, JR.  
 REGISTER OF DEEDS

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FILED Sep 09, 2015  
 AT 09:54:04 am  
 BOOK 09719  
 START PAGE 0411  
 END PAGE 0425  
 INSTRUMENT # 27148  
 RECORDING \$26.00  
 EXCISE TAX (None)  
 RA

NORTH CAROLINA

*Return:*  
 J. Duane Gilliam Jr - ~~SR~~

**DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 OF EASTOVER NORTH SUBDIVISION,  
 SECTION TWO**

CUMBERLAND COUNTY

THIS DECLARATION OF COVENANTS, made and entered into this the 27<sup>th</sup> day of August, 2015 by Wingate Properties, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a certain tract or parcel of land in Cumberland County, North Carolina known as Eastover North Subdivision, Section Two a plat of which has been duly recorded in Plat Book 136, Page 116 of the Cumberland County, North Carolina Registry and to which reference is made and incorporated herein; and

WHEREAS, Declarant desires to provide for the preservation of the values of the Lots in the subdivision, to preserve the natural beauty and setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and provide stability, and

WHEREAS, the desires and objectives of the Declarant can best be accomplished by this declaration of restrictive and protective covenants and conditions with some control as to architectural design and variances remaining with Declarant, and

NOW THEREFORE, the Declarant declares that the numbered Lots comprising Eastover North Subdivision,

Section Two, (Lots 1 through 19, inclusive) (the "Lot" or "Lots") as described herein above shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, changes, and obligations hereinafter set forth. These covenants, the benefits of these covenants, and the affirmative and negative burdens of these covenants shall run with the Lots. The Declarant reserves the right to add additional covenants or amend these covenants but the said additional covenants or amendments shall apply only in respect to the property owned by the Declarant at the time of the adoption of the additional covenants or amendments and not to property previously conveyed to others. All rights reserved by the Declarant under these covenants shall also be reserved to the assignees and successors in interest of the Declarant.

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS  
APPLICABLE TO THE DEVELOPMENT AND USE OF EASTOVER NORTH  
SUBDIVISION, SECTION TWO

**Section 1. Declarant Approval.** Wingate Properties, LLC, or its designee may give all approvals or grant variances as set out herein.

**Section 2. Architectural and Design Approval.** In order to preserve the natural beauty of Eastover North Subdivision, Section Two and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence, wall, sign, swimming pool, mail box, tennis court, roof, exterior structure or other structure shall be erected, placed, added to or altered until the proposed building plans, specification (including height, color and composition of roof, siding, or other exterior materials and finish), plot plan, (showing the proposed location of such building or structure, drives and parking areas), shall have been submitted and approved in writing by the Declarant.

Approval of such plan and design by the Declarant and any variance granted by the Declarant under these covenants must be made by written instruments executed by the Declarant. Variances granted by the Declarant must be recorded in the Cumberland County Registry.

No approval of plans, location or specifications shall ever be construed as representing or implying that such plans or specifications, will, if followed, result in a properly designed residence. Such approvals shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Declarant shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The owner shall have sole responsibility for compliance with the approved plans and does hereby, by acceptance of title to property subject to these covenants, agree to hold the Declarant harmless for any failure thereof caused by the owner's architect or builder.

**Section 3. Residential Construction.** No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than a detached single family dwelling not to exceed two and one-half (2½) stories in height unless a variance is granted by the Declarant. The Declarant may approve a variance permitting a structure more than two (2) stories, a garage, accessory building or pool house provided the use of such dwelling or accessory building does not in the opinion of the Declarant overcrowd the site, interfere with the aesthetics of Eastover North Subdivision, Section Two or interfere with the scheme of the Declarant's overall plans. Any variance granted must comply with all state and county laws.

**Section 4. Lots.** No residential Lot shall be subdivided, or its boundary lines changed, without the approval of the Declarant; however, the Declarant hereby expressly reserves to itself, its successors or assignees, the right to replat any such Lot and to take such other steps that are reasonably necessary to make such replatted Lot suitable and fit as a building site(s) including, but not limited to, the relocation of easements, walkways, rights-of-ways, private roads, bridges, and Lots.

The provisions of this Section shall not prohibit the combining of two (2) or more adjoining Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants. Consolidation of

Lots, as described above, must be approved by the Declarant; said approval can be granted in the Declarant's sole discretion upon such terms and conditions as may be established by the Declarant.

**Section 5. Completion of Construction.** The exterior of all dwellings and other structures must be completed within six (6) months, unless a larger time is allowed by the Declarant, after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors and interiors thereof have been completed. During the continuance of construction, the Owner shall require the contractor to maintain the Lot or building site in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. Any damages to the roads or properties owned by others caused by the owners, contractor or other party providing labor or services to the owner shall be repaired by the owner at owner's expense.

**Section 6. Construction Limitations.** During construction all vehicles involved, including those delivering supplies, must enter the Lot on a driveway only as approved by the Declarant so as not to damage unnecessarily trees, street paving and curbs. No construction shall begin until a portable toilet is on the Lot.

During construction, builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, trees, etc., must be removed from each Lot by the builder as often as necessary to keep the house and Lot attractive. Such debris will not be dumped in any area of the property and it must be taken to a proper landfill or disposal site.

**Section 7. Minimum Heated Living Space.** No residence constructed on any Lot shall have heated-area living space of less than 1,600 square feet of which at least 900 of such square footage must be on the first level and must have an attached 2 car garage with a minimum of 550 square

feet. The Declarant may grant a variance as to the minimum square footage of garages based on the design of the residence. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed as to be capable of being heated for regular living use in cold weather. In computation of floor space, furnace room areas, garages, and open porches shall not be counted.

**Section 8. Set-Back Requirements.** The building line of any dwelling house or the building appurtenant shall not be less than thirty-five (35) feet from the street line on which the dwelling house fronts, and not less than fifteen (15) feet from either side line, except corner lots shall maintain a side setback not less than twenty (20) feet from the side street line. The Declarant may grant variances of these set-back requirements under special circumstances but shall not grant any variance that is in violation of any state or county laws.

**Section 9. Detached Garages and Outbuildings.** No detached garage or outbuilding shall be allowed on any Lot without the approval of the Declarant and the Declarant shall determine the exact location and set-back requirements. Any such approved garage or outbuilding shall be constructed in the same manner and with the same materials as the single family located on the Lot.

**Section 10. Exteriors.** No structure may be constructed with an exterior wall finish material of cinder block or asbestos siding shingles.

**Section 11. Parking and Driveways.** Each Owner subject to these Covenants shall provide space off of the streets for parking and such parking areas shall be shown on the architectural and landscaping design. Off street parking shall be provided and utilized for all vehicles regularly parked at any Lot or dwelling.

**Section 12. Fences.** No solid panel fences may be erected closer to any street line than the back corner of the house furthest from the street line. For those Lots which are corner Lots, no fencing may be placed or erected on an improved corner Lot any closer to the street than the back rear corner of the principal dwelling structure closest to the street and, on vacant Lots, closer to the street than the required setback line. No wire fences of

any description, including chain link, shall be permitted on the lot. No fences made of concrete block or what is commonly known as "chicken wire" shall be permitted anywhere on the lot. No fence shall exceed six feet (6') in height.

**Section 14. Mailboxes.** No mailboxes may be constructed in the subdivision except for a community cluster mailbox; it being the intention of the Developer to preclude the erection of permanently constructed mailboxes in the North Carolina Right-of-Way areas.

**Section 15. Residential Use.** All Lots shall be used for residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these Covenants and restrictions.

"Residential", referring to a mode of occupancy, is used in contradistinction of "business" or "commerce" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant land as well as to buildings constructed thereon. No Lot restricted to "residential" purposes may be used as means of service to business establishments on Lots, including but not limited to supplementary facilities or an intentional passageway or entrance into a business. Use for single household residential purposes shall mean and refer to use as a place of long-term dwelling or residence, and shall also include use for seasonal lodging. The restriction to use for "residential" purpose is subject to the following qualifications:

(a) Unless further restricted in the deed or other document, the use of a portion of a residence as an office shall be considered as a residential use if such use does not create a significant increase in customer or client traffic to and from the dwelling, if no sign or name plate identifying a business or professional office is affixed to or about the grounds or the entrance to the residence and if the office is only incidentally used for business or professional purposes.

(b) The use of a Lot for a model or for sales or operational purposes shall be limited to those granted written temporary permission for such use by the Declarant

in its sole discretion, and may be deemed a use for residential purposes for a maximum period of sixty (60) months after the building is newly constructed and is ready for occupancy, and use of said Lot for a model or for sales or operational purposes after said sixty (60) months period shall be prohibited.

**Section 16. Other Buildings and Vehicles.** No mobile homes, trailer, manufactured home, double wide or modular home, tent, barn, or other similar out-building, vehicle, or structure shall be placed on any Lot at any time, either temporarily or permanently, without prior approval from the Declarant and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No home trailer or residence trailer, manufactured home, double wide or modular home, may be permitted on the Lot. No boats, boat trailers, campers, privately owned golf carts, motorcycles, motorbikes, recreational vehicles, trucks, or utility trailers may be stored or maintained on a Lot without prior written approval of the Declarant. Boats, boat trailers, campers, privately owned golf carts, motorcycles, motorbikes, recreational vehicles, trucks, or utility trailers may be stored or maintained within closed garages without approval of the Declarant. The term "truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles or hauling quantities of cargo and which are used in a trade of business in which the truck is used because of its commercial capabilities and not merely as a means of transportation, or which displays identification on the exterior of the vehicle to a commercial enterprise. This is not intended to include such dual-purpose vehicles as station wagons, Jeeps, "Scouts", "Wagoneer", "Bronco", "Blazer", or Land Rover type vehicles and sports trucks and trucks of one-half (1/2) ton or less or similar, attractive vehicles driven and maintained primarily as a means of transportation that do not have exposed signage or logo other than discreet identification approved by the Declarant and do not have exposed equipment or supplies.

**Section 17. Unsightly Conditions.** It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt or unmaintained condition of buildings or grounds

on his Lot either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. Each Owner shall keep the grass, weeds, plants and other vegetation on his Lot cut, free of leaves, and well-trimmed at all times. Trash and garbage containers shall be located to the rear of any house constructed on any Lot except for the designated pickup time.

Each owner of a vacant or undeveloped Lot that is either cleared or sparsely wooded shall at least once a year cut the weeds or other vegetation back to a reasonable height. If owner does not cut the weeds Declarant will have the Lot mowed and send the bill to the owner. Repayment shall be made within 10 days. Heavily wooded Lots shall not carry this restriction. Declarant shall determine in his discretion what is heavily wooded as compared to sparsely wooded.

**Section 18. Offensive Activity.** No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon to cause embarrassment, discomfort, annoyance, or nuisance to the community.

**Section 19. Hazardous Activity.** No part or parts of any Lot shall be used by any Owner in such manner which would increase the hazard of fire on any other part or parts of Eastover North Subdivision, Section II or any adjoining property. No activity shall be conducted which has the possible consequence of causing ground pollution, including but not limited to the storing of toxic chemicals, fuels or other similar substances. Any underground storage of any substance must have prior approval from the Declarant.

**Section 20. Junk Vehicles.** No automobile or motor vehicle may be dismantled or motor vehicle mechanical work performed on any Lot. No mechanically defective motor vehicles currently unlicensed motor vehicles shall be placed or allowed to remain on any Lot over ten (10) days. No junked motor vehicles shall be placed or allowed to remain on a Lot.

**Section 21. Fuel Tanks.** No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory

building or within a screened area, or buried underground provided, however, that approval for such underground storage tank is obtained in advance from the Declarant. Nothing contained herein shall prevent the Declarant from erecting, placing or permitting the placing of tanks, or other apparatus, on the Property for uses related to the providing of utility or other services.

**Section 22. Antennas.** No television antenna, radio receiver or sender or other similar device shall be installed upon a Lot or attached to or installed on the exterior portion of any dwelling or other structure or property within Eastover North Subdivision, Section II, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

The provision of this Section shall not prohibit the Declarant from installing equipment necessary for a master antenna system, security systems, cable television and mobile radio systems or other similar systems. Television satellite or dish antennas having a diameter not in excess of twenty-two inches (22") are permitted so long as it is placed or installed at the rear of the house or the rear corner of the Lot.

**Section 23. Sound Devices.** No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security devices designed to reset within thirty minutes and used exclusively for security purposes, shall be located, used, or placed upon the Lot. The playing of loud music within the Dwelling Unit or other structure or from the balcony thereof shall be noxious and offensive behavior constituting a nuisance.

**Section 24. Lights.** The design and location of all exterior lighting fixtures or any other illumination devices, including but not limited to holiday ornaments, located anywhere on the structures or grounds of any Lot of Dwelling Unit or other residential structure within the Lot shall not be located, directed, or of such intensity to affect adversely the nighttime environment of any adjacent property. Holiday lights or ornaments shall not be displayed in excess of ninety (90) days per calendar year

whether illuminated or not.

**Section 25. Laundry.** In order to preserve the aesthetic features of the architecture and landscaping, each Owner, his or her family, his or her guests, or his or her tenants, shall not hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, nor hang laundry in full public view to dry, such as on a balcony, terrace railings or a clothes line.

**Section 26. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, placed, kept or pastured on or within a Lot except common household pets such as dogs and cats may be kept in a Dwelling Unit. There shall be a maximum of two (2) dogs and two (2) cats allowed per Lot or dwelling. Pets must be secured on the premises of the owner by a fence or pen. Pets removed from the premises must be and remain on a leash. Any breed of dog that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, including but not limited to Pitbulls, Rottweilers, Dobermans, any other dog whose lineage includes any part of said breeds, any dog that at any time has bitten a person, and any dog that has been trained as an attack dog, shall not be permitted on the premises, Lot or in the subdivision.

**Section 27. Location of Sports Goals.** No portable or permanent sports goals, including but not limited to basketball goals, shall be placed in the streets or adjacent to the streets of Eastover North Subdivision, Section Two

**Section 28. Water and Sewage.** No private water wells may be drilled or maintained by any Owners other than the Declarant so long as the Declarant or its agents, or licensees, or a public water and sewer provided or other governmental unit, its successors and assigns, has installed a water distribution line to such Lot except with approval of the Declarant. No septic tanks may be installed in the Lot so long as the Declarant, or its agents or licensees, or a public sewer utility company or other governmental unit, its successors and assigns, operates a sewage distribution line to such Lot or is willing to extend such a sewage line to such Lot, except with proper approval of the Declarant. No sewage shall be

emptied or discharged into any creek, marsh, lake, river or other body of water at any time.

This section shall not prohibit a property owner from maintaining a well for irrigation purposes, so long as the prior approval of the Declarant is obtained in writing.

**Section 29. Firearms; hunting prohibited.** There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted on any Lot.

**Section 30. Term.** These covenants are to run with the land and shall be binding all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are executed, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

**Section 31. Enforcement.** Eastover North Property Owners' Association, Inc. or any Owner of a Lot shall have the right to enforce, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event of a dispute being litigated in court, and the property owner does not prevail, all court cost, attorney's fees, and all other costs will be paid by the non-prevailing property owner.

**Section 32. Street Lighting.** The developer reserves the right to subject the real property in this subdivision to a contract with Duke/Progress Energy for the installation of street lighting, which requires a continuing monthly payment to Duke/Progress Energy by each residential customer.

**Section 33. Membership and Voting Rights in Property Owners' Association.**

- a. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by

Eastover North Property Owners' Association, Inc., including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be pursuant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

- b. Voting Rights. Eastover North Property Owners' Association, Inc. shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and in the absence of an agreement between the persons holding the interests in any lot, the vote for the Lot shall be in the same fractions as the ownership.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs: When the Declarant is no longer the owner of any Lot or January 1, 2026.

**Section 34. Covenants for Assessments.**

- a. Creation of a Lien and Personal Obligation of Assessments. The Owner of each Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay assessments to Eastover North Property Owners' Association, Inc. for Annual Assessments and Special Assessments. The Annual Assessments and Special Assessments on each Lot, together with interest on delinquent assessments at the rate of eight per cent (8%) per annum, costs and reasonable attorney's fees, shall be a charge on and continuing lien upon the Lot, and shall also be the personal

obligation of the Owner of the Lot at the time the assessment fell due.

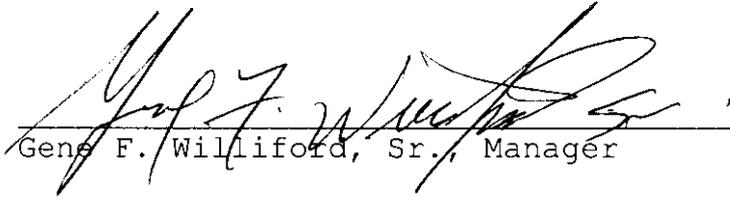
- b. Annual Assessments. The Annual Assessment shall be in the amount determined by Eastover North Property Owners' Association, Inc. for the common expenses of the Association. The maximum Annual Assessment levied for the first fiscal year for which an Annual Assessment is levied shall not exceed \$180.00 per Lot, and no Annual Assessment for any fiscal year thereafter shall exceed \$180.00 per Lot without approval by the affirmative vote of a majority of the votes cast at a regular or special meeting of the Members.
- c. Special Assessments. Any Special Assessment levied in any fiscal year of the Association that exceeds \$100.00 per Lot shall require approval by the affirmative vote of a majority of the votes cast at a regular or special meeting of the Members.
- d. Notice. Notice for approval of the Membership in the Association under subsections b. and c. immediately above shall be by written notice of the meeting served upon or mailed to each Member of the Association entitled to vote at such meeting at the address of record on the books of the Association at least ten (10) days but not more than sixty (60) days prior to the meeting.
- e. Quorum. Over twenty percent (20%) of the total Owners of the Lots assessable by the Association, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If such quorum shall not be present or represented at a meeting, the members entitled to vote which are present in person or represented by written proxy shall have the power to adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. If adjournment extends past thirty (30) days, notice of the date on which the adjourned meeting is to be reconvened shall be given as herein provided for regular

meetings.

- f. Date of Commencement of Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following passage of a resolution by the Board duly establishing same. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.
- g. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots and shall be payable as determined and ordered by the Association.
- h. Specific Right of Association to Cause Landscape Maintenance or House Washing. The Board of Directors of Eastover North Property Owners' Association, Inc. may issue written notice at the address of record on the books of the Association to an Owner of a Lot directing such Owner of a Lot to maintain the natural or installed landscaping on such Lot within ten (10) days of the notice or to wash the dwelling house or outbuilding(s) within sixty (60) days of the notice. If such Owner of a Lot fails to comply within the prescribed time, the Association may cause such maintenance to be performed and charge the actually cost of the maintenance to the Owner of the Lot as provided in subsection a. of this Section.
- i. Rights of Eligible Mortgage Holders. Upon the written authorization of an Owner of a Lot filed with the Association, or upon the written request of a holder of a first mortgage or deed of trust lien on a Lot consented to in writing by the involved Owner and filed with the Association, the Association shall notify such holder of a first mortgage or deed of trust lien on a Lot of any delinquency in payment of assessments by such owner that have remained uncured for a period of sixty (60) days.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

WINGATE PROPERTIES, LLC

  
Gene F. Williford, Sr., Manager

NORTH CAROLINA

CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Gene F. Williford, Sr.

Date: 8-27-15

  
J. Duane Gilliam, Jr., Notary Public

My commission expires: 11-19-2018

**(N.P. SEAL)**

FILED Nov 05, 2015  
AT 11:58:00 am  
BOOK 09752  
START PAGE 0560  
END PAGE 0561  
INSTRUMENT # 33354  
RECORDING \$26.00  
EXCISE TAX (None)

SE

NORTH CAROLINA

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF EASTOVER NORTH  
SUBDIVISION, SECTION TWO**

CUMBERLAND COUNTY  
Gilliam Law Firm (Box)

THIS DECLARATION, made this 21<sup>st</sup> day of October, 2015, by WINGATE PROPERTIES, LLC, a North Carolina limited liability company, according to a plat of the same duly recorded in Plat Book 136, Page 116, Cumberland County, North Carolina, Registry.

WITNESSETH:

WHEREAS, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTOVER NORTH SUBDIVISION, SECTION TWO are recorded in Book 9719 at Page 411 of the Cumberland County, North Carolina Registry.

WHEREAS, Gene F. Williford, Sr. is Manager of Wingate Properties, LLC and is authorized to act own behalf of Wingate Properties, LLC.

WHEREAS, Wingate Properties, LLC, the Developer, owns Lots 6 – 14 and Lots 17 - 19 in the subdivision known as Eastover North Subdivision, Section Two.

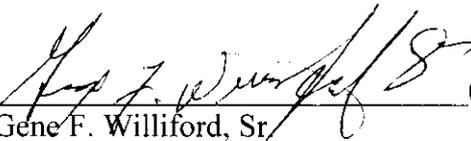
WHEREAS, pursuant to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTOVER NORTH SUBDIVISION, SECTION TWO recorded in Book 9719 at Page 411 of the Cumberland County, North Carolina Registry, the Declarant desires to amend the "Set-Back Requirements" of Section 8 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTOVER NORTH SUBDIVISION, SECTION TWO regarding the minimum set-back from the street line.

WHEREAS, the Developer desires that EASTOVER NORTH SUBDIVISION, SECTION TWO continues to be uniform in its development and the restrictions applicable thereto:

NOW, THEREFORE, Declarant hereby amends the "Set-Back Requirements" of Section 8 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTOVER NORTH SUBDIVISION, SECTION TWO and declares the first sentence of Section 8 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTOVER NORTH SUBDIVISION, SECTION TWO which states "The building line of any dwelling house or the building appurtenant shall not be less than thirty-five (35) feet from the street line on which the dwelling house fronts, and not less than fifteen (15) feet from either side line, except corner lots shall maintain a side setback not less than twenty (20) feet from the side street line." is hereby replaced with the substituted sentence "**The building line of any dwelling house or the building appurtenant shall not be less than thirty (30) feet from the street line on which the dwelling house fronts, and not less than fifteen (15) feet from either side line, except corner lots shall maintain a side setback not less than twenty (20) feet from the side street line.**"; and the Declarant further declares that all of the properties described above shall be held, sold and conveyed subject to this amendment, which is for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Except for the above referenced amendment, all other DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EASTOVER NORTH SUBDIVISION, SECTION TWO as recorded in Book 9719 at Page 411 of the Cumberland County, North Carolina Registry remain in full force and effect without change or modification.

IN WITNESS WHEREOF, WINGATE PROPERTIES, LLC the Declarant herein, has caused this Declaration to be signed in its name the day and year first above written.

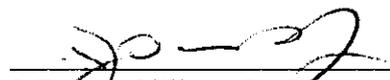
WINGATE PROPERTIES, LLC

By:  (SEAL)  
Gene F. Williford, Sr

NORTH CAROLINA  
CUMBERLAND COUNTY

I, J. Duane Gilliam, Jr., the undersigned notary public for the above stated county and state, do hereby certify that Gene F. Williford, Sr. personally appeared before me this date and, being first duly sworn, acknowledged that he is Manager of Wingate Properties, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of Wingate Properties, LLC, he signed the foregoing instrument in the company name as its act and deed for the purposes therein stated.

Witness my hand and notarial stamp or seal this 21<sup>st</sup> day of October, 2015.

  
\_\_\_\_\_  
J. Duane Gilliam, Jr., Notary Public  
My commission expires: 11-19-2018

(N.P. SEAL)

FILED Mar 20, 2017  
AT 08:36:28 am  
BOOK 10056  
START PAGE 0340  
END PAGE 0355  
INSTRUMENT # 08626  
RECORDING \$30.00  
EXCISE TAX (None)

AH

NORTH CAROLINA  
CUMBERLAND COUNTY  
Return: Duane Gilliam

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF EASTOVER NORTH SUBDIVISION,  
SECTION ONE, PHASE ONE**

**THIS DECLARATION OF COVENANTS,** made and entered into this the \_\_\_\_ day of March, 2017 by Wingate Properties, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant"

**W I T N E S S E T H:**

**WHEREAS,** Declarant is the owner of a certain tract or parcel of land in Cumberland County, North Carolina known as Eastover North Subdivision, Section one, Phase One, a plat of which has been duly recorded in Plat Book 139, Page 35 of the Cumberland County, North Carolina Registry and to which reference is made and incorporated herein; and

**WHEREAS,** Declarant desires to provide for the preservation of the values of the Lots in the subdivision, to preserve the natural beauty and setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and provide stability, and

**WHEREAS,** the desires and objectives of the Declarant can best be accomplished by this declaration of restrictive and protective covenants and conditions with some control as to architectural design and variances remaining with Declarant, and

**NOW THEREFORE,** the Declarant declares that the numbered Lots comprising Eastover North Subdivision,

Section one, Phase One, (Lots 1 through 28, inclusive) (the "Lot" or "Lots") as described herein above shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, changes, and obligations hereinafter set forth. These covenants, the benefits of these covenants, and the affirmative and negative burdens of these covenants shall run with the Lots. The Declarant reserves the right to add additional covenants or amend these covenants but the said additional covenants or amendments shall apply only in respect to the property owned by the Declarant at the time of the adoption of the additional covenants or amendments and not to property previously conveyed to others. All rights reserved by the Declarant under these covenants shall also be reserved to the assignees and successors in interest of the Declarant.

**COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS  
APPLICABLE TO THE DEVELOPMENT AND USE OF EASTOVER NORTH  
SUBDIVISION, SECTION ONE, PHASE ONE**

**Section 1. Declarant Approval.** Wingate Properties, LLC, or its designee may give all approvals or grant variances as set out herein.

**Section 2. Architectural and Design Approval.** In order to preserve the natural beauty of Eastover North Subdivision, Section one, Phase One and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence, wall, sign, swimming pool, mail box, tennis court, roof, exterior structure or other structure shall be erected, placed, added to or altered until the proposed building plans, specification (including height, color and composition of roof, siding, or other exterior materials and finish), plot plan, (showing the proposed location of such building or structure, drives and parking areas), shall have been submitted and approved in writing by the Declarant.

Approval of such plan and design by the Declarant and any variance granted by the Declarant under these covenants must be made by written instruments executed by the Declarant. Variances granted by the Declarant must be recorded in the Cumberland County Registry.

No approval of plans, location or specifications shall ever be construed as representing or implying that such plans or specifications, will, if followed, result in a properly designed residence. Such approvals shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Declarant shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The owner shall have sole responsibility for compliance with the approved plans and does hereby, by acceptance of title to property subject to these covenants, agree to hold the Declarant harmless for any failure thereof caused by the owner's architect or builder.

**Section 3. Residential Construction.** No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than a detached single family dwelling not to exceed two and one-half (2½) stories in height unless a variance is granted by the Declarant. The Declarant may approve a variance permitting a structure more than two (2) stories, a garage, accessory building or pool house provided the use of such dwelling or accessory building does not in the opinion of the Declarant overcrowd the site, interfere with the aesthetics of Eastover North Subdivision, Section one, Phase One or interfere with the scheme of the Declarant's overall plans. Any variance granted must comply with all state and county laws.

**Section 4. Lots.** No residential Lot shall be subdivided, or its boundary lines changed, without the approval of the Declarant; however, the Declarant hereby expressly reserves to itself, its successors or assignees, the right to replat any such Lot and to take such other steps that are reasonably necessary to make such replatted Lot suitable and fit as a building site(s) including, but not limited to, the relocation of easements, walkways, rights-of-ways, private roads, bridges, and Lots.

The provisions of this Section shall not prohibit the combining of two (2) or more adjoining Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants. Consolidation of

Lots, as described above, must be approved by the Declarant; said approval can be granted in the Declarant's sole discretion upon such terms and conditions as may be established by the Declarant.

**Section 5. Completion of Construction.** The exterior of all dwellings and other structures must be completed within six (6) months, unless a larger time is allowed by the Declarant, after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors and interiors thereof have been completed. During the continuance of construction, the Owner shall require the contractor to maintain the Lot or building site in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. Any damages to the roads or properties owned by others caused by the owners, contractor or other party providing labor or services to the owner shall be repaired by the owner at owner's expense.

**Section 6. Construction Limitations.** During construction all vehicles involved, including those delivering supplies, must enter the Lot on a driveway only as approved by the Declarant so as not to damage unnecessarily trees, street paving and curbs. No construction shall begin until a portable toilet is on the Lot.

During construction, builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, trees, etc., must be removed from each Lot by the builder as often as necessary to keep the house and Lot attractive. Such debris will not be dumped in any area of the property and it must be taken to a proper landfill or disposal site.

**Section 7. Minimum Heated Living Space.** No residence constructed on any Lot shall have heated-area living space of less than 1,600 square feet of which at least 900 of such square footage must be on the first level and must have an attached 2 car garage with a minimum of 550 square

feet. The Declarant may grant a variance as to the minimum square footage of garages based on the design of the residence. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed as to be capable of being heated for regular living use in cold weather. In computation of floor space, furnace room areas, garages, and open porches shall not be counted.

**Section 8. Set-Back Requirements.** The building line of any dwelling house or the building appurtenant shall not be less than thirty (30) feet from the street line on which the dwelling house fronts, and not less than five (5) feet from either side line, except corner lots shall maintain a side setback not less than twenty (20) feet from the side street line. The Declarant may grant variances of these set-back requirements under special circumstances but shall not grant any variance that is in violation of any state or county laws.

**Section 9. Detached Garages and Outbuildings.** No detached garage or outbuilding shall be allowed on any Lot without the approval of the Declarant and the Declarant shall determine the exact location and set-back requirements. Any such approved garage or outbuilding shall be constructed in the same manner and with the same materials as the single family located on the Lot.

**Section 10. Exteriors.** No structure may be constructed with an exterior wall finish material of cinder block or asbestos siding shingles.

**Section 11. Parking and Driveways.** Each Owner subject to these Covenants shall provide space off of the streets for parking and such parking areas shall be shown on the architectural and landscaping design. Off street parking shall be provided and utilized for all vehicles regularly parked at any Lot or dwelling.

**Section 12. Fences.** No solid panel fences may be erected closer to any street line than the back corner of the house furthest from the street line. For those Lots which are corner Lots, no fencing may be place or erected on an improved corner Lot any closer to the street than the back rear corner of the principal dwelling structure closest to the street and, on vacant Lots, closer to the street than the required setback line. No wire fences of

any description, including chain link, shall be permitted on the lot. No fences made of concrete block or what is commonly known as "chicken wire" shall be permitted anywhere on the lot. No fence shall exceed six feet (6') in height.

**Section 14. Mailboxes.** No mailboxes may be constructed in the subdivision except for a community cluster mailbox; it being the intention of the Developer to preclude the erection of permanently constructed mailboxes in the North Carolina Right-of-Way areas.

**Section 15. Residential Use.** All Lots shall be used for residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these Covenants and restrictions.

"Residential", referring to a mode of occupancy, is used in contradistinction of "business" or "commerce" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant land as well as to buildings constructed thereon. No Lot restricted to "residential" purposes may be used as means of service to business establishments on Lots, including but not limited to supplementary facilities or an intentional passageway or entrance into a business. Use for single household residential purposes shall mean and refer to use as a place of long-term dwelling or residence, and shall also include use for seasonal lodging. The restriction to use for "residential" purpose is subject to the following qualifications:

(a) Unless further restricted in the deed or other document, the use of a portion of a residence as an office shall be considered as a residential use if such use does not create a significant increase in customer or client traffic to and from the dwelling, if no sign or name plate identifying a business or professional office is affixed to or about the grounds or the entrance to the residence and if the office is only incidentally used for business or professional purposes.

(b) The use of a Lot for a model or for sales or operational purposes shall be limited to those granted written temporary permission for such use by the Declarant

in its sole discretion, and may be deemed a use for residential purposes for a maximum period of sixty (60) months after the building is newly constructed and is ready for occupancy, and use of said Lot for a model or for sales or operational purposes after said sixty (60) months period shall be prohibited.

**Section 16. Other Buildings and Vehicles.** No mobile homes, trailer, manufactured home, double wide or modular home, tent, barn, or other similar out-building, vehicle, or structure shall be placed on any Lot at any time, either temporarily or permanently, without prior approval from the Declarant and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No home trailer or residence trailer, manufactured home, double wide or modular home, may be permitted on the Lot. No boats, boat trailers, campers, privately owned golf carts, motorcycles, motorbikes, recreational vehicles, trucks, or utility trailers may be stored or maintained on a Lot without prior written approval of the Declarant. Boats, boat trailers, campers, privately owned golf carts, motorcycles, motorbikes, recreational vehicles, trucks, or utility trailers may be stored or maintained within closed garages without approval of the Declarant. The term "truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles or hauling quantities of cargo and which are used in a trade of business in which the truck is used because of its commercial capabilities and not merely as a means of transportation, or which displays identification on the exterior of the vehicle to a commercial enterprise. This is not intended to include such dual-purpose vehicles as station wagons, Jeeps, "Scouts", "Wagoneer", "Bronco", "Blazer", or Land Rover type vehicles and sports trucks and trucks of one-half (1/2) ton or less or similar, attractive vehicles driven and maintained primarily as a means of transportation that do not have exposed signage or logo other than discreet identification approved by the Declarant and do not have exposed equipment or supplies.

**Section 17. Unsightly Conditions.** It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt or unmaintained condition of buildings or grounds

on his Lot either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. Each Owner shall keep the grass, weeds, plants and other vegetation on his Lot cut, free of leaves, and well-trimmed at all times. Trash and garbage containers shall be located to the rear of any house constructed on any Lot except for the designated pickup time.

Each owner of a vacant or undeveloped Lot that is either cleared or sparsely wooded shall at least once a year cut the weeds or other vegetation back to a reasonable height. If owner does not cut the weeds Declarant will have the Lot mowed and send the bill to the owner. Repayment shall be made within 10 days. Heavily wooded Lots shall not carry this restriction. Declarant shall determine in his discretion what is heavily wooded as compared to sparsely wooded.

**Section 18. Offensive Activity.** No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon to cause embarrassment, discomfort, annoyance, or nuisance to the community.

**Section 19. Hazardous Activity.** No part or parts of any Lot shall be used by any Owner in such manner which would increase the hazard of fire on any other part or parts of Eastover North Subdivision, Section II or any adjoining property. No activity shall be conducted which has the possible consequence of causing ground pollution, including but not limited to the storing of toxic chemicals, fuels or other similar substances. Any underground storage of any substance must have prior approval from the Declarant.

**Section 20. Junk Vehicles.** No automobile or motor vehicle may be dismantled or motor vehicle mechanical work performed on any Lot. No mechanically defective motor vehicles currently unlicensed motor vehicles shall be placed or allowed to remain on any Lot over ten (10) days. No junked motor vehicles shall be placed or allowed to remain on a Lot.

**Section 21. Fuel Tanks.** No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory

building or within a screened area, or buried underground provided, however, that approval for such underground storage tank is obtained in advance from the Declarant. Nothing contained herein shall prevent the Declarant from erecting, placing or permitting the placing of tanks, or other apparatus, on the Property for uses related to the providing of utility or other services.

**Section 22. Antennas.** No television antenna, radio receiver or sender or other similar device shall be installed upon a Lot or attached to or installed on the exterior portion of any dwelling or other structure or property within Eastover North Subdivision, Section II, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

The provision of this Section shall not prohibit the Declarant from installing equipment necessary for a master antenna system, security systems, cable television and mobile radio systems or other similar systems. Television satellite or dish antennas having a diameter not in excess of twenty-two inches (22") are permitted so long as it is placed or installed at the rear of the house or the rear corner of the Lot.

**Section 23. Sound Devices.** No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security devices designed to reset within thirty minutes and used exclusively for security purposes, shall be located, used, or placed upon the Lot. The playing of loud music within the Dwelling Unit or other structure or from the balcony thereof shall be noxious and offensive behavior constituting a nuisance.

**Section 24. Lights.** The design and location of all exterior lighting fixtures or any other illumination devices, including but not limited to holiday ornaments, located anywhere on the structures or grounds of any Lot of Dwelling Unit or other residential structure within the Lot shall not be located, directed, or of such intensity to affect adversely the nighttime environment of any adjacent property. Holiday lights or ornaments shall not be displayed in excess of ninety (90) days per calendar year

whether illuminated or not.

**Section 25. Laundry.** In order to preserve the aesthetic features of the architecture and landscaping, each Owner, his or her family, his or her guests, or his or her tenants, shall not hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, nor hang laundry in full public view to dry, such as on a balcony, terrace railings or a clothes line.

**Section 26. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, placed, kept or pastured on or within a Lot except common household pets such as dogs and cats may be kept in a Dwelling Unit. There shall be a maximum of two (2) dogs and two (2) cats allowed per Lot or dwelling. Pets must be secured on the premises of the owner by a fence or pen. Pets removed from the premises must be and remain on a leash. Any breed of dog that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, including but not limited to Pitbulls, Rottweilers, Dobermans, any other dog whose lineage includes any part of said breeds, any dog that at any time has bitten a person, and any dog that has been trained as an attack dog, shall not be permitted on the premises, Lot or in the subdivision.

**Section 27. Location of Sports Goals.** No portable or permanent sports goals, including but not limited to basketball goals, shall be placed in the streets or adjacent to the streets of Eastover North Subdivision, Section one, Phase One

**Section 28. Water and Sewage.** No private water wells may be drilled or maintained by any Owners other than the Declarant so long as the Declarant or its agents, or licensees, or a public water and sewer provided or other governmental unit, its successors and assigns, has installed a water distribution line to such Lot except with approval of the Declarant. No septic tanks may be installed in the Lot so long as the Declarant, or its agents or licensees, or a public sewer utility company or other governmental unit, its successors and assigns, operates a sewage distribution line to such Lot or is willing to extend such a sewage line to such Lot, except with proper approval of the Declarant. No sewage shall be emptied or discharged into any creek, marsh, lake, river or

other body of water at any time.

This section shall not prohibit a property owner from maintaining a well for irrigation purposes, so long as the prior approval of the Declarant is obtained in writing.

**Section 29. Firearms; hunting prohibited.** There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted on any Lot.

**Section 30. Term.** These covenants are to run with the land and shall be binding all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are executed, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

**Section 31. Enforcement.** Eastover North Property Owners' Association, Inc. or any Owner of a Lot shall have the right to enforce, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event of a dispute being litigated in court, and the property owner does not prevail, all court cost, attorney's fees, and all other costs will be paid by the non-prevailing property owner.

**Section 32. Street Lighting.** The developer reserves the right to subject the real property in this subdivision to a contract with Duke/Progress Energy for the installation of street lighting, which requires a continuing monthly payment to Duke/Progress Energy by each residential customer.

**Section 33. Membership and Voting Rights in Property Owners' Association.**

- a. **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by Eastover North Property Owners' Association, Inc., including contract sellers, shall be a member of the

Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be pursuant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

- b. **Voting Rights.** Eastover North Property Owners' Association, Inc. shall have two (2) classes of voting membership:

**Class A:** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and in the absence of an agreement between the persons holding the interests in any lot, the vote for the Lot shall be in the same fractions as the ownership.

**Class B:** Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs: When the Declarant is no longer the owner of any Lot or January 1, 2028.

#### **Section 34. Covenants for Assessments.**

- a. **Creation of a Lien and Personal Obligation of Assessments.** The Owner of each Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay assessments to Eastover North Property Owners' Association, Inc. for Annual Assessments and Special Assessments. The Annual Assessments and Special Assessments on each Lot, together with interest on delinquent assessments at the rate of eight per cent (8%) per annum, costs and reasonable attorney's fees, shall be a charge on and continuing lien upon the Lot, and shall also be the personal obligation of the Owner of the Lot at the time the assessment fell due.

- b. **Annual Assessments.** The Annual Assessment shall be in the amount determined by Eastover North Property Owners' Association, Inc. for the common expenses of the Association. The maximum Annual Assessment levied for the first fiscal year for which an Annual Assessment is levied shall not exceed \$180.00 per Lot, and no Annual Assessment for any fiscal year thereafter shall exceed \$180.00 per Lot without approval by the affirmative vote of a majority of the votes cast at a regular or special meeting of the Members.
- c. **Special Assessments.** Any Special Assessment levied in any fiscal year of the Association that exceeds \$100.00 per Lot shall require approval by the affirmative vote of a majority of the votes cast at a regular or special meeting of the Members.
- d. **Notice.** Notice for approval of the Membership in the Association under subsections b. and c. immediately above shall be by written notice of the meeting served upon or mailed to each Member of the Association entitled to vote at such meeting at the address of record on the books of the Association at least ten (10) days but not more than sixty (60) days prior to the meeting.
- e. **Quorum.** Over twenty percent (20%) of the total Owners of the Lots assessable by the Association, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If such quorum shall not be present or represented at a meeting, the members entitled to vote which are present in person or represented by written proxy shall have the power to adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. If adjournment extends past thirty (30) days, notice of the date on which the adjourned meeting is to be reconvened shall be given as herein provided for regular meetings.

- f. **Date of Commencement of Assessments.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following passage of a resolution by the Board duly establishing same. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.
- g. **Uniform Rate of Assessment.** Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots and shall be payable as determined and ordered by the Association.
- h. **Specific Right of Association to Cause Landscape Maintenance or House Washing.** The Board of Directors of Eastover North Property Owners' Association, Inc. may issue written notice at the address of record on the books of the Association to an Owner of a Lot directing such Owner of a Lot to maintain the natural or installed landscaping on such Lot within ten (10) days of the notice or to wash the dwelling house or outbuilding(s) within sixty (60) days of the notice. If such Owner of a Lot fails to comply within the prescribed time, the Association may cause such maintenance to be performed and charge the actual cost of the maintenance to the Owner of the Lot as provided in subsection a. of this Section.
- i. **Rights of Eligible Mortgage Holders.** Upon the written authorization of an Owner of a Lot filed with the Association, or upon the written request of a holder of a first mortgage or deed of trust lien on a Lot consented to in writing by the involved Owner and filed with the Association, the Association shall notify such holder of a first mortgage or deed of trust lien on a Lot of any delinquency in payment of assessments by such owner that have remained uncured for a period of sixty (60) days.

**Section 35. Severability.** Invalidation of any 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.

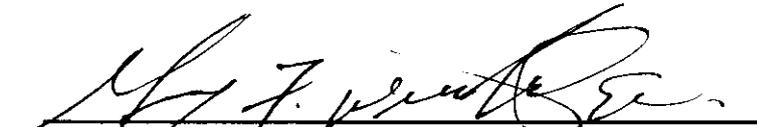
**Section 36. State Law and/or County Code Prevail.** These

restrictive covenants are submitted and executed in accordance with the Cumberland County Subdivision Ordinances and chapter 47A of the North Carolina General Statutes, which are incorporated herein by reference. Where these restrictive covenants are inconsistent with either State Law or County Code, State Law or the County Code shall prevail, in that order.

**Section 37 Common Area.** Common area shall mean and refer to any and all real property shown on any recorded subdivision plat of the Properties with the exception of numbered lots and areas reserved for future development. Common area includes all open spaces, as delineated on the recorded subdivision plat as "OS-87", "OS-88", "OS-89" and "OS-90", recreation areas, roadways and streets within the Subdivision. Except as may be otherwise provided in this Declaration, the Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use as set forth herein. All roads within the development will be maintained by the Association until accepted for dedication by the appropriate government authority.

**IN WITNESS WHEREOF,** the Declarant has executed this instrument the day and year first above written.

**WINGATE PROPERTIES, LLC**

  
Gene F. Williford, Sr., Manager

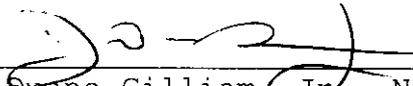
**NORTH CAROLINA**

**CUMBERLAND COUNTY**

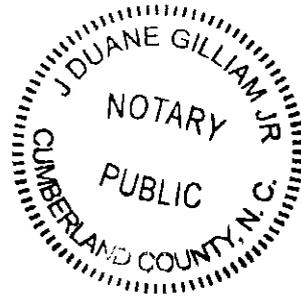
I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the

principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Gene F. Williford, Sr.

Date: 3-15-17

  
\_\_\_\_\_  
J. Duane Gilliam, Jr., Notary Public

My commission expires: 11-19-2018



**(N.P. SEAL)**

FILED  
 CUMBERLAND COUNTY NC  
 J. LEE WARREN, JR.  
 REGISTER OF DEEDS  
 FILED Jan 02, 2018  
 AT 03:20:22 pm  
 BOOK 10229  
 START PAGE 0279  
 END PAGE 0294  
 INSTRUMENT # 00129  
 RECORDING \$30.00  
 EXCISE TAX (None)  
 RA

NORTH CAROLINA  
 CUMBERLAND COUNTY

*Ret. Gilliam Law Firm*

**DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 OF EASTOVER NORTH SUBDIVISION,  
 SECTION ONE, PHASE TWO**

**THIS DECLARATION OF COVENANTS**, made and entered into this the 2<sup>nd</sup> day of January, 2018 by Wingate Properties, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant"

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of a certain tract or parcel of land in Cumberland County, North Carolina known as Eastover North Subdivision, Section one, Phase Two, a plat of which has been duly recorded in Plat Book 140, Page 94 of the Cumberland County, North Carolina Registry and to which reference is made and incorporated herein; and

**WHEREAS**, Declarant desires to provide for the preservation of the values of the Lots in the subdivision, to preserve the natural beauty and setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and provide stability, and

**WHEREAS**, the desires and objectives of the Declarant can best be accomplished by this declaration of restrictive and protective covenants and conditions with some control as to architectural design and variances remaining with Declarant, and

**NOW THEREFORE**, the Declarant declares that the numbered Lots comprising Eastover North Subdivision,

Section one, Phase two, (Lots 29 through 86, inclusive) (the "Lot" or "Lots") as described herein above shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, changes, and obligations hereinafter set forth. These covenants, the benefits of these covenants, and the affirmative and negative burdens of these covenants shall run with the Lots. The Declarant reserves the right to add additional covenants or amend these covenants but the said additional covenants or amendments shall apply only in respect to the property owned by the Declarant at the time of the adoption of the additional covenants or amendments and not to property previously conveyed to others. All rights reserved by the Declarant under these covenants shall also be reserved to the assignees and successors in interest of the Declarant.

**COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS  
APPLICABLE TO THE DEVELOPMENT AND USE OF EASTOVER NORTH  
SUBDIVISION, SECTION ONE, PHASE TWO**

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**Section 2. Architectural and Design Approval.** In order to preserve the natural beauty of Eastover North Subdivision, Section one, Phase One and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence, wall, sign, swimming pool, mail box, tennis court, roof, exterior structure or other structure shall be erected, placed, added to or altered until the proposed building plans, specification (including height, color and composition of roof, siding, or other exterior materials and finish), plot plan, (showing the proposed location of such building or structure, drives and parking areas), shall have been submitted and approved in writing by the Declarant.

Approval of such plan and design by the Declarant and any variance granted by the Declarant under these covenants must be made by written instruments executed by the Declarant. Variances granted by the Declarant must be recorded in the Cumberland County Registry.

No approval of plans, location or specifications shall ever be construed as representing or implying that such plans or specifications, will, if followed, result in a properly designed residence. Such approvals shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Declarant shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The owner shall have sole responsibility for compliance with the approved plans and does hereby, by acceptance of title to property subject to these covenants, agree to hold the Declarant harmless for any failure thereof caused by the owner's architect or builder.

**Section 3. Residential Construction.** No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than a detached single family dwelling not to exceed two and one-half (2½) stories in height unless a variance is granted by the Declarant. The Declarant may approve a variance permitting a structure more than two (2) stories, a garage, accessory building or pool house provided the use of such dwelling or accessory building does not in the opinion of the Declarant overcrowd the site, interfere with the aesthetics of Eastover North Subdivision, Section one, Phase One or interfere with the scheme of the Declarant's overall plans. Any variance granted must comply with all state and county laws.

**Section 4. Lots.** No residential Lot shall be subdivided, or its boundary lines changed, without the approval of the Declarant; however, the Declarant hereby expressly reserves to itself, its successors or assignees, the right to replat any such Lot and to take such other steps that are reasonably necessary to make such replatted Lot suitable and fit as a building site(s) including, but not limited to, the relocation of easements, walkways, rights-of-ways, private roads, bridges, and Lots.

The provisions of this Section shall not prohibit the combining of two (2) or more adjoining Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants. Consolidation of

Lots, as described above, must be approved by the Declarant; said approval can be granted in the Declarant's sole discretion upon such terms and conditions as may be established by the Declarant.

**Section 5. Completion of Construction.** The exterior of all dwellings and other structures must be completed within six (6) months, unless a larger time is allowed by the Declarant, after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors and interiors thereof have been completed. During the continuance of construction, the Owner shall require the contractor to maintain the Lot or building site in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. Any damages to the roads or properties owned by others caused by the owners, contractor or other party providing labor or services to the owner shall be repaired by the owner at owner's expense.

**Section 6. Construction Limitations.** During construction all vehicles involved, including those delivering supplies, must enter the Lot on a driveway only as approved by the Declarant so as not to damage unnecessarily trees, street paving and curbs. No construction shall begin until a portable toilet is on the Lot.

During construction, builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, trees, etc., must be removed from each Lot by the builder as often as necessary to keep the house and Lot attractive. Such debris will not be dumped in any area of the property and it must be taken to a proper landfill or disposal site.

**Section 7. Minimum Heated Living Space.** No residence constructed on any Lot shall have heated-area living space of less than 1,600 square feet of which at least 900 of such square footage must be on the first level and must have an attached 2 car garage with a minimum of 550 square

feet. The Declarant may grant a variance as to the minimum square footage of garages based on the design of the residence. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed as to be capable of being heated for regular living use in cold weather. In computation of floor space, furnace room areas, garages, and open porches shall not be counted.

**Section 8. Set-Back Requirements.** The building line of any dwelling house or the building appurtenant shall not be less than thirty (30) feet from the street line on which the dwelling house fronts, and not less than five (5) feet from either side line, except corner lots shall maintain a side setback not less than twenty (20) feet from the side street line. The Declarant may grant variances of these set-back requirements under special circumstances but shall not grant any variance that is in violation of any state or county laws.

**Section 9. Detached Garages and Outbuildings.** No detached garage or outbuilding shall be allowed on any Lot without the approval of the Declarant and the Declarant shall determine the exact location and set-back requirements. Any such approved garage or outbuilding shall be constructed in the same manner and with the same materials as the single family located on the Lot.

**Section 10. Exteriors.** No structure may be constructed with an exterior wall finish material of cinder block or asbestos siding shingles.

**Section 11. Parking and Driveways.** Each Owner subject to these Covenants shall provide space off of the streets for parking and such parking areas shall be shown on the architectural and landscaping design. Off street parking shall be provided and utilized for all vehicles regularly parked at any Lot or dwelling.

**Section 12. Fences.** No solid panel fences may be erected closer to any street line than the back corner of the house furthest from the street line. For those Lots which are corner Lots, no fencing may be place or erected on an improved corner Lot any closer to the street than the back rear corner of the principal dwelling structure closest to the street and, on vacant Lots, closer to the street than the required setback line. No wire fences of

any description, including chain link, shall be permitted on the lot. No fences made of concrete block or what is commonly known as "chicken wire" shall be permitted anywhere on the lot. No fence shall exceed six feet (6') in height.

**Section 14. Mailboxes.** No mailboxes may be constructed in the subdivision except for a community cluster mailbox; it being the intention of the Developer to preclude the erection of permanently constructed mailboxes in the North Carolina Right-of-Way areas.

**Section 15. Residential Use.** All Lots shall be used for residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these Covenants and restrictions.

"Residential", referring to a mode of occupancy, is used in contradistinction of "business" or "commerce" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant land as well as to buildings constructed thereon. No Lot restricted to "residential" purposes may be used as means of service to business establishments on Lots, including but not limited to supplementary facilities or an intentional passageway or entrance into a business. Use for single household residential purposes shall mean and refer to use as a place of long-term dwelling or residence, and shall also include use for seasonal lodging. The restriction to use for "residential" purpose is subject to the following qualifications:

(a) Unless further restricted in the deed or other document, the use of a portion of a residence as an office shall be considered as a residential use if such use does not create a significant increase in customer or client traffic to and from the dwelling, if no sign or name plate identifying a business or professional office is affixed to or about the grounds or the entrance to the residence and if the office is only incidentally used for business or professional purposes.

(b) The use of a Lot for a model or for sales or operational purposes shall be limited to those granted written temporary permission for such use by the Declarant

in its sole discretion, and may be deemed a use for residential purposes for a maximum period of sixty (60) months after the building is newly constructed and is ready for occupancy, and use of said Lot for a model or for sales or operational purposes after said sixty (60) months period shall be prohibited.

**Section 16. Other Buildings and Vehicles.** No mobile homes, trailer, manufactured home, double wide or modular home, tent, barn, or other similar out-building, vehicle, or structure shall be placed on any Lot at any time, either temporarily or permanently, without prior approval from the Declarant and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No home trailer or residence trailer, manufactured home, double wide or modular home, may be permitted on the Lot. No boats, boat trailers, campers, privately owned golf carts, motorcycles, motorbikes, recreational vehicles, trucks, or utility trailers may be stored or maintained on a Lot without prior written approval of the Declarant. Boats, boat trailers, campers, privately owned golf carts, motorcycles, motorbikes, recreational vehicles, trucks, or utility trailers may be stored or maintained within closed garages without approval of the Declarant. The term "truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles or hauling quantities of cargo and which are used in a trade of business in which the truck is used because of its commercial capabilities and not merely as a means of transportation, or which displays identification on the exterior of the vehicle to a commercial enterprise. This is not intended to include such dual-purpose vehicles as station wagons, Jeeps, "Scouts", "Wagoneer", "Bronco", "Blazer", or Land Rover type vehicles and sports trucks and trucks of one-half (1/2) ton or less or similar, attractive vehicles driven and maintained primarily as a means of transportation that do not have exposed signage or logo other than discreet identification approved by the Declarant and do not have exposed equipment or supplies.

**Section 17. Unsightly Conditions.** It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt or unmaintained condition of buildings or grounds

on his Lot either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. Each Owner shall keep the grass, weeds, plants and other vegetation on his Lot cut, free of leaves, and well-trimmed at all times. Trash and garbage containers shall be located to the rear of any house constructed on any Lot except for the designated pickup time.

Each owner of a vacant or undeveloped Lot that is either cleared or sparsely wooded shall at least once a year cut the weeds or other vegetation back to a reasonable height. If owner does not cut the weeds Declarant will have the Lot mowed and send the bill to the owner. Repayment shall be made within 10 days. Heavily wooded Lots shall not carry this restriction. Declarant shall determine in his discretion what is heavily wooded as compared to sparsely wooded.

**Section 18. Offensive Activity.** No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon to cause embarrassment, discomfort, annoyance, or nuisance to the community.

**Section 19. Hazardous Activity.** No part or parts of any Lot shall be used by any Owner in such manner which would increase the hazard of fire on any other part or parts of Eastover North Subdivision, Section II or any adjoining property. No activity shall be conducted which has the possible consequence of causing ground pollution, including but not limited to the storing of toxic chemicals, fuels or other similar substances. Any underground storage of any substance must have prior approval from the Declarant.

**Section 20. Junk Vehicles.** No automobile or motor vehicle may be dismantled or motor vehicle mechanical work performed on any Lot. No mechanically defective motor vehicles currently unlicensed motor vehicles shall be placed or allowed to remain on any Lot over ten (10) days. No junked motor vehicles shall be placed or allowed to remain on a Lot.

**Section 21. Fuel Tanks.** No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory

building or within a screened area, or buried underground provided, however, that approval for such underground storage tank is obtained in advance from the Declarant. Nothing contained herein shall prevent the Declarant from erecting, placing or permitting the placing of tanks, or other apparatus, on the Property for uses related to the providing of utility or other services.

**Section 22. Antennas.** No television antenna, radio receiver or sender or other similar device shall be installed upon a Lot or attached to or installed on the exterior portion of any dwelling or other structure or property within Eastover North Subdivision, Section II, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

The provision of this Section shall not prohibit the Declarant from installing equipment necessary for a master antenna system, security systems, cable television and mobile radio systems or other similar systems. Television satellite or dish antennas having a diameter not in excess of twenty-two inches (22") are permitted so long as it is placed or installed at the rear of the house or the rear corner of the Lot.

**Section 23. Sound Devices.** No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security devices designed to reset within thirty minutes and used exclusively for security purposes, shall be located, used, or placed upon the Lot. The playing of loud music within the Dwelling Unit or other structure or from the balcony thereof shall be noxious and offensive behavior constituting a nuisance.

**Section 24. Lights.** The design and location of all exterior lighting fixtures or any other illumination devices, including but not limited to holiday ornaments, located anywhere on the structures or grounds of any Lot of Dwelling Unit or other residential structure within the Lot shall not be located, directed, or of such intensity to affect adversely the nighttime environment of any adjacent property. Holiday lights or ornaments shall not be displayed in excess of ninety (90) days per calendar year

whether illuminated or not.

**Section 25. Laundry.** In order to preserve the aesthetic features of the architecture and landscaping, each Owner, his or her family, his or her guests, or his or her tenants, shall not hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, nor hang laundry in full public view to dry, such as on a balcony, terrace railings or a clothes line.

**Section 26. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, placed, kept or pastured on or within a Lot except common household pets such as dogs and cats may be kept in a Dwelling Unit. There shall be a maximum of two (2) dogs and two (2) cats allowed per Lot or dwelling. Pets must be secured on the premises of the owner by a fence or pen. Pets removed from the premises must be and remain on a leash. Any breed of dog that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, including but not limited to Pitbulls, Rottweilers, Dobermans, any other dog whose lineage includes any part of said breeds, any dog that at any time has bitten a person, and any dog that has been trained as an attack dog, shall not be permitted on the premises, Lot or in the subdivision.

**Section 27. Location of Sports Goals.** No portable or permanent sports goals, including but not limited to basketball goals, shall be placed in the streets or adjacent to the streets of Eastover North Subdivision, Section one, Phase One

**Section 28. Water and Sewage.** No private water wells may be drilled or maintained by any Owners other than the Declarant so long as the Declarant or its agents, or licensees, or a public water and sewer provided or other governmental unit, its successors and assigns, has installed a water distribution line to such Lot except with approval of the Declarant. No septic tanks may be installed in the Lot so long as the Declarant, or its agents or licensees, or a public sewer utility company or other governmental unit, its successors and assigns, operates a sewage distribution line to such Lot or is willing to extend such a sewage line to such Lot, except with proper approval of the Declarant. No sewage shall be emptied or discharged into any creek, marsh, lake, river or

other body of water at any time.

This section shall not prohibit a property owner from maintaining a well for irrigation purposes, so long as the prior approval of the Declarant is obtained in writing.

**Section 29. Firearms; hunting prohibited.** There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted on any Lot.

**Section 30. Term.** These covenants are to run with the land and shall be binding all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are executed, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

**Section 31. Enforcement.** Eastover North Property Owners' Association, Inc. or any Owner of a Lot shall have the right to enforce, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event of a dispute being litigated in court, and the property owner does not prevail, all court cost, attorney's fees, and all other costs will be paid by the non-prevailing property owner.

**Section 32. Street Lighting.** The developer reserves the right to subject the real property in this subdivision to a contract with Duke/Progress Energy for the installation of street lighting, which requires a continuing monthly payment to Duke/Progress Energy by each residential customer.

**Section 33. Membership and Voting Rights in Property Owners' Association.**

- a. **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by Eastover North Property Owners' Association, Inc., including contract sellers, shall be a member of the

Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be pursuant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

- b. **Voting Rights.** Eastover North Property Owners' Association, Inc. shall have two (2) classes of voting membership:

**Class A:** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and in the absence of an agreement between the persons holding the interests in any lot, the vote for the Lot shall be in the same fractions as the ownership.

**Class B:** Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs: When the Declarant is no longer the owner of any Lot or January 1, 2028.

**Section 34. Covenants for Assessments.**

- a. **Creation of a Lien and Personal Obligation of Assessments.** The Owner of each Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay assessments to Eastover North Property Owners' Association, Inc. for Annual Assessments and Special Assessments. The Annual Assessments and Special Assessments on each Lot, together with interest on delinquent assessments at the rate of eight per cent (8%) per annum, costs and reasonable attorney's fees, shall be a charge on and continuing lien upon the Lot, and shall also be the personal obligation of the Owner of the Lot at the time the assessment fell due.

- b. **Annual Assessments.** The Annual Assessment shall be in the amount determined by Eastover North Property Owners' Association, Inc. for the common expenses of the Association. The maximum Annual Assessment levied for the first fiscal year for which an Annual Assessment is levied shall not exceed \$180.00 per Lot, and no Annual Assessment for any fiscal year thereafter shall exceed \$180.00 per Lot without approval by the affirmative vote of a majority of the votes cast at a regular or special meeting of the Members.
- c. **Special Assessments.** Any Special Assessment levied in any fiscal year of the Association that exceeds \$100.00 per Lot shall require approval by the affirmative vote of a majority of the votes cast at a regular or special meeting of the Members.
- d. **Notice.** Notice for approval of the Membership in the Association under subsections b. and c. immediately above shall be by written notice of the meeting served upon or mailed to each Member of the Association entitled to vote at such meeting at the address of record on the books of the Association at least ten (10) days but not more than sixty (60) days prior to the meeting.
- e. **Quorum.** Over twenty percent (20%) of the total Owners of the Lots assessable by the Association, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If such quorum shall not be present or represented at a meeting, the members entitled to vote which are present in person or represented by written proxy shall have the power to adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. If adjournment extends past thirty (30) days, notice of the date on which the adjourned meeting is to be reconvened shall be given as herein provided for regular meetings.

- f. **Date of Commencement of Assessments.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following passage of a resolution by the Board duly establishing same. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.
- g. **Uniform Rate of Assessment.** Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots and shall be payable as determined and ordered by the Association.
- h. **Specific Right of Association to Cause Landscape Maintenance or House Washing.** The Board of Directors of Eastover North Property Owners' Association, Inc. may issue written notice at the address of record on the books of the Association to an Owner of a Lot directing such Owner of a Lot to maintain the natural or installed landscaping on such Lot within ten (10) days of the notice or to wash the dwelling house or outbuilding(s) within sixty (60) days of the notice. If such Owner of a Lot fails to comply within the prescribed time, the Association may cause such maintenance to be performed and charge the actual cost of the maintenance to the Owner of the Lot as provided in subsection a. of this Section.
- i. **Rights of Eligible Mortgage Holders.** Upon the written authorization of an Owner of a Lot filed with the Association, or upon the written request of a holder of a first mortgage or deed of trust lien on a Lot consented to in writing by the involved Owner and filed with the Association, the Association shall notify such holder of a first mortgage or deed of trust lien on a Lot of any delinquency in payment of assessments by such owner that have remained uncured for a period of sixty (60) days.

**Section 35. Severability.** Invalidation of any 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 36. State Law and/or County Code Prevail.** These

restrictive covenants are submitted and executed in accordance with the Cumberland County Subdivision Ordinances and chapter 47A of the North Carolina General Statutes, which are incorporated herein by reference. Where these restrictive covenants are inconsistent with either State Law or County Code, State Law or the County Code shall prevail, in that order.

**Section 37 Common Area.** Common area shall mean and refer to any and all real property shown on any recorded subdivision plat of the Properties with the exception of numbered lots and areas reserved for future development. Common area includes all open spaces, as delineated on the recorded subdivision plat as "OS-87", "OS-88", "OS-89" and "OS-90", recreation areas, roadways and streets within the Subdivision. Except as may be otherwise provided in this Declaration, the Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use as set forth herein. All roads within the development will be maintained by the Association until accepted for dedication by the appropriate government authority.

**IN WITNESS WHEREOF,** the Declarant has executed this instrument the day and year first above written.

**WINGATE PROPERTIES, LLC**

  
 \_\_\_\_\_  
 Gene F. Williford, Sr., Manager

**NORTH CAROLINA**

**CUMBERLAND COUNTY**

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the

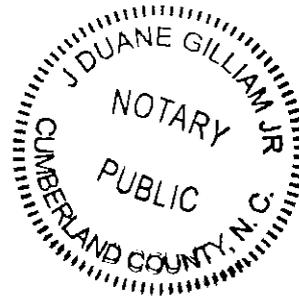
principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Gene F. Williford, Sr.

Date: Jan. 2, 2018



\_\_\_\_\_  
J. Duane Gilliam, Jr., Notary Public

My commission expires: 11-19-2018



(N.P. SEAL)

FILED  
 CUMBERLAND COUNTY NC  
 J. LEE WARREN, JR.  
 REGISTER OF DEEDS

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FILED Feb 08, 2018  
 AT 09:50:19 am  
 BOOK 10248  
 START PAGE 0522  
 END PAGE 0537  
 INSTRUMENT # 03826  
 RECORDING \$30.00  
 EXCISE TAX (None)

AH

NORTH CAROLINA  
 CUMBERLAND COUNTY

William Law Firm PLLC Box

DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 OF EASTOVER NORTH SUBDIVISION,  
 SECTION ONE, PHASE TWO

THIS DECLARATION OF COVENANTS, made and entered into this the 8 day of February, 2018 by Wingate Properties, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a certain tract or parcel of land in Cumberland County, North Carolina known as Eastover North Subdivision, Section one, Phase Two, a plat of which has been duly recorded in Plat Book 140, Page 94 of the Cumberland County, North Carolina Registry and to which reference is made and incorporated herein; and

WHEREAS, The above referenced plat contained various erroneous curve data values discovered after the recording of same and Declarant wishes to correct these typographical errors; and

WHEREAS, As of this date, Declarant is still the sole owner of all of the herein described property; and

WHEREAS, Declarant has caused a corrected plat of the above described property titled "EASTOVER NORTH SECTION ONE-PHASE TWO (ZERO LOT LINE) LOTS 29-86 CORRECTIVE PLAT PLAT BOOK 140, PAGE 94" to be duly recorded in Plat Book 140, Page 125 of the Cumberland County, North Carolina Registry and to which reference is made and incorporated herein; and

**WHEREAS,** Declarant desires to provide for the preservation of the values of the Lots in the subdivision, to preserve the natural beauty and setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and provide stability; and

**WHEREAS,** the desires and objectives of the Declarant can best be accomplished by this declaration of restrictive and protective covenants and conditions with some control as to architectural design and variances remaining with Declarant; and

**NOW THEREFORE,** the Declarant declares that the numbered Lots comprising Eastover North Subdivision, Section one, Phase two, (Lots 29 through 86, inclusive) (the "Lot" or "Lots") as described herein above and as shown on the Corrective Plat in Plat Book 140, Page 125 of the aforesaid Registry shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, changes, and obligations hereinafter set forth. These covenants, the benefits of these covenants, and the affirmative and negative burdens of these covenants shall run with the Lots. The Declarant reserves the right to add additional covenants or amend these covenants but the said additional covenants or amendments shall apply only in respect to the property owned by the Declarant at the time of the adoption of the additional covenants or amendments and not to property previously conveyed to others. All rights reserved by the Declarant under these covenants shall also be reserved to the assignees and successors in interest of the Declarant.

**COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO THE DEVELOPMENT AND USE OF EASTOVER NORTH SUBDIVISION, SECTION ONE, PHASE TWO AS DESCRIBED HEREIN ABOVE AND AS SHOWN ON THE CORRECTIVE PLAT IN PLAT BOOK 140, PAGE 125 OF THE REGISTRY OF CUMBERLAND COUNTY, NORTH CAROLINA**

**Section 1. Declarant Approval.** Wingate Properties, LLC, or its designee may give all approvals or grant variances as set out herein.

**Section 2. Architectural and Design Approval.** In

order to preserve the natural beauty of Eastover North Subdivision, Section one, Phase One and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence, wall, sign, swimming pool, mail box, tennis court, roof, exterior structure or other structure shall be erected, placed, added to or altered until the proposed building plans, specification (including height, color and composition of roof, siding, or other exterior materials and finish), plot plan, (showing the proposed location of such building or structure, drives and parking areas), shall have been submitted and approved in writing by the Declarant.

Approval of such plan and design by the Declarant and any variance granted by the Declarant under these covenants must be made by written instruments executed by the Declarant. Variances granted by the Declarant must be recorded in the Cumberland County Registry.

No approval of plans, location or specifications shall ever be construed as representing or implying that such plans or specifications, will, if followed, result in a properly designed residence. Such approvals shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Declarant shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The owner shall have sole responsibility for compliance with the approved plans and does hereby, by acceptance of title to property subject to these covenants, agree to hold the Declarant harmless for any failure thereof caused by the owner's architect or builder.

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aesthetics of Eastover North Subdivision, Section one, Phase One or interfere with the scheme of the Declarant's overall plans. Any variance granted must comply with all state and county laws.

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The provisions of this Section shall not prohibit the combining of two (2) or more adjoining Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants. Consolidation of Lots, as described above, must be approved by the Declarant; said approval can be granted in the Declarant's sole discretion upon such terms and conditions as may be established by the Declarant.

**Section 5. Completion of Construction.** The exterior of all dwellings and other structures must be completed within six (6) months, unless a larger time is allowed by the Declarant, after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors and interiors thereof have been completed. During the continuance of construction, the Owner shall require the contractor to maintain the Lot or building site in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. Any damages to the roads or properties owned by others caused by the owners, contractor or other party providing labor or services to the owner shall be repaired by the owner at owner's expense.

**Section 6. Construction Limitations.** During construction all vehicles involved, including those delivering supplies, must enter the Lot on a driveway only as approved by the Declarant so as not to damage unnecessarily trees, street paving and curbs. No construction shall begin until a portable toilet is on the Lot.

During construction, builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, trees, etc., must be removed from each Lot by the builder as often as necessary to keep the house and Lot attractive. Such debris will not be dumped in any area of the property and it must be taken to a proper landfill or disposal site.

**Section 7. Minimum Heated Living Space.** No residence constructed on any Lot shall have heated-area living space of less than 1,600 square feet of which at least 900 of such square footage must be on the first level and must have an attached 2 car garage with a minimum of 550 square feet. The Declarant may grant a variance as to the minimum square footage of garages based on the design of the residence. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed as to be capable of being heated for regular living use in cold weather. In computation of floor space, furnace room areas, garages, and open porches shall not be counted.

**Section 8. Set-Back Requirements.** The building line of any dwelling house or the building appurtenant shall not be less than thirty (30) feet from the street line on which the dwelling house fronts, and not less than five (5) feet from either side line, except corner lots shall maintain a side setback not less than twenty (20) feet from the side street line. The Declarant may grant variances of these set-back requirements under special circumstances but shall not grant any variance that is in violation of any state or county laws.

**Section 9. Detached Garages and Outbuildings.** No detached garage or outbuilding shall be allowed on any Lot without the approval of the Declarant and the Declarant shall determine the exact location and set-back requirements. Any such approved garage or outbuilding shall be constructed in the same manner and with the same

materials as the single family located on the Lot.

**Section 10. Exteriors.** No structure may be constructed with an exterior wall finish material of cinder block or asbestos siding shingles.

**Section 11. Parking and Driveways.** Each Owner subject to these Covenants shall provide space off of the streets for parking and such parking areas shall be shown on the architectural and landscaping design. Off street parking shall be provided and utilized for all vehicles regularly parked at any Lot or dwelling.

**Section 12. Fences.** No solid panel fences may be erected closer to any street line than the back corner of the house furthest from the street line. For those Lots which are corner Lots, no fencing may be place or erected on an improved corner Lot any closer to the street than the back rear corner of the principal dwelling structure closest to the street and, on vacant Lots, closer to the street than the required setback line. No wire fences of any description, including chain link, shall be permitted on the lot. No fences made of concrete block or what is commonly known as "chicken wire" shall be permitted anywhere on the lot. No fence shall exceed six feet (6') in height.

**Section 14. Mailboxes.** No mailboxes may be constructed in the subdivision except for a community cluster mailbox; it being the intention of the Developer to preclude the erection of permanently constructed mailboxes in the North Carolina Right-of-Way areas.

**Section 15. Residential Use.** All Lots shall be used for residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these Covenants and restrictions.

"Residential", referring to a mode of occupancy, is used in contradistinction of "business" or "commerce" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant land as well as to buildings constructed thereon. No Lot restricted to "residential" purposes may be used as means of service to business establishments on Lots, including but not limited

to supplementary facilities or an intentional passageway or entrance into a business. Use for single household residential purposes shall mean and refer to use as a place of long-term dwelling or residence, and shall also include use for seasonal lodging. The restriction to use for "residential" purpose is subject to the following qualifications:

(a) Unless further restricted in the deed or other document, the use of a portion of a residence as an office shall be considered as a residential use if such use does not create a significant increase in customer or client traffic to and from the dwelling, if no sign or name plate identifying a business or professional office is affixed to or about the grounds or the entrance to the residence and if the office is only incidentally used for business or professional purposes.

(b) The use of a Lot for a model or for sales or operational purposes shall be limited to those granted written temporary permission for such use by the Declarant in its sole discretion, and may be deemed a use for residential purposes for a maximum period of sixty (60) months after the building is newly constructed and is ready for occupancy, and use of said Lot for a model or for sales or operational purposes after said sixty (60) months period shall be prohibited.

**Section 16. Other Buildings and Vehicles.** No mobile homes, trailer, manufactured home, double wide or modular home, tent, barn, or other similar out-building, vehicle, or structure shall be placed on any Lot at any time, either temporarily or permanently, without prior approval from the Declarant and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No home trailer or residence trailer, manufactured home, double wide or modular home, may be permitted on the Lot. No boats, boat trailers, campers, privately owned golf carts, motorcycles, motorbikes, recreational vehicles, trucks, or utility trailers may be stored or maintained on a Lot without prior written approval of the Declarant. Boats, boat trailers, campers, privately owned golf carts, motorcycles, motorbikes, recreational vehicles, trucks, or utility trailers may be stored or maintained within closed garages without approval of the Declarant. The term "truck" as

used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles or hauling quantities of cargo and which are used in a trade of business in which the truck is used because of its commercial capabilities and not merely as a means of transportation, or which displays identification on the exterior of the vehicle to a commercial enterprise. This is not intended to include such dual-purpose vehicles as station wagons, Jeeps, "Scouts", "Wagoneer", "Bronco", "Blazer", or Land Rover type vehicles and sports trucks and trucks of one-half (1/2) ton or less or similar, attractive vehicles driven and maintained primarily as a means of transportation that do not have exposed signage or logo other than discreet identification approved by the Declarant and do not have exposed equipment or supplies.

**Section 17. Unsightly Conditions.** It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt or unmaintained condition of buildings or grounds on his Lot either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. Each Owner shall keep the grass, weeds, plants and other vegetation on his Lot cut, free of leaves, and well-trimmed at all times. Trash and garbage containers shall be located to the rear of any house constructed on any Lot except for the designated pickup time.

Each owner of a vacant or undeveloped Lot that is either cleared or sparsely wooded shall at least once a year cut the weeds or other vegetation back to a reasonable height. If owner does not cut the weeds Declarant will have the Lot mowed and send the bill to the owner. Repayment shall be made within 10 days. Heavily wooded Lots shall not carry this restriction. Declarant shall determine in his discretion what is heavily wooded as compared to sparsely wooded.

**Section 18. Offensive Activity.** No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon to cause embarrassment, discomfort, annoyance, or nuisance to the community.

**Section 19. Hazardous Activity.** No part or parts of

any Lot shall be used by any Owner in such manner which would increase the hazard of fire on any other part or parts of Eastover North Subdivision, Section II or any adjoining property. No activity shall be conducted which has the possible consequence of causing ground pollution, including but not limited to the storing of toxic chemicals, fuels or other similar substances. Any underground storage of any substance must have prior approval from the Declarant.

**Section 20. Junk Vehicles.** No automobile or motor vehicle may be dismantled or motor vehicle mechanical work performed on any Lot. No mechanically defective motor vehicles currently unlicensed motor vehicles shall be placed or allowed to remain on any Lot over ten (10) days. No junked motor vehicles shall be placed or allowed to remain on a Lot.

**Section 21. Fuel Tanks.** No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building or within a screened area, or buried underground provided, however, that approval for such underground storage tank is obtained in advance from the Declarant. Nothing contained herein shall prevent the Declarant from erecting, placing or permitting the placing of tanks, or other apparatus, on the Property for uses related to the providing of utility or other services.

**Section 22. Antennas.** No television antenna, radio receiver or sender or other similar device shall be installed upon a Lot or attached to or installed on the exterior portion of any dwelling or other structure or property within Eastover North Subdivision, Section II, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

The provision of this Section shall not prohibit the Declarant from installing equipment necessary for a master antenna system, security systems, cable television and mobile radio systems or other similar systems. Television satellite or dish antennas having a diameter not in excess of twenty-two inches (22") are permitted so long as it is placed or installed at the rear of the house or the rear

corner of the Lot.

**Section 23. Sound Devices.** No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security devices designed to reset within thirty minutes and used exclusively for security purposes, shall be located, used, or placed upon the Lot. The playing of loud music within the Dwelling Unit or other structure or from the balcony thereof shall be noxious and offensive behavior constituting a nuisance.

**Section 24. Lights.** The design and location of all exterior lighting fixtures or any other illumination devices, including but not limited to holiday ornaments, located anywhere on the structures or grounds of any Lot of Dwelling Unit or other residential structure within the Lot shall not be located, directed, or of such intensity to affect adversely the nighttime environment of any adjacent property. Holiday lights or ornaments shall not be displayed in excess of ninety (90) days per calendar year whether illuminated or not.

**Section 25. Laundry.** In order to preserve the aesthetic features of the architecture and landscaping, each Owner, his or her family, his or her guests, or his or her tenants, shall not hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, nor hang laundry in full public view to dry, such as on a balcony, terrace railings or a clothes line.

**Section 26. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, placed, kept or pastured on or within a Lot except common household pets such as dogs and cats may be kept in a Dwelling Unit. There shall be a maximum of two (2) dogs and two (2) cats allowed per Lot or dwelling. Pets must be secured on the premises of the owner by a fence or pen. Pets removed from the premises must be and remain on a leash. Any breed of dog that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, including but not limited to Pitbulls, Rottweilers, Dobermans, any other dog whose lineage includes any part of said breeds, any dog that at any time has bitten a person, and any dog that has been trained as an attack dog, shall not be permitted on the premises, Lot or in the subdivision.

**Section 27. Location of Sports Goals.** No portable or permanent sports goals, including but not limited to basketball goals, shall be placed in the streets or adjacent to the streets of Eastover North Subdivision, Section one, Phase One

**Section 28. Water and Sewage.** No private water wells may be drilled or maintained by any Owners other than the Declarant so long as the Declarant or its agents, or licensees, or a public water and sewer provided or other governmental unit, its successors and assigns, has installed a water distribution line to such Lot except with approval of the Declarant. No septic tanks may be installed in the Lot so long as the Declarant, or its agents or licensees, or a public sewer utility company or other governmental unit, its successors and assigns, operates a sewage distribution line to such Lot or is willing to extend such a sewage line to such Lot, except with proper approval of the Declarant. No sewage shall be emptied or discharged into any creek, marsh, lake, river or other body of water at any time.

This section shall not prohibit a property owner from maintaining a well for irrigation purposes, so long as the prior approval of the Declarant is obtained in writing.

**Section 29. Firearms; hunting prohibited.** There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted on any Lot.

**Section 30. Term.** These covenants are to run with the land and shall be binding all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are executed, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

**Section 31. Enforcement.** Eastover North Property Owners' Association, Inc. or any Owner of a Lot shall have the right to enforce, by proceeding at law or in equity, against any person or persons violating or attempting to

violate any covenant either to restrain violation or to recover damages. In the event of a dispute being litigated in court, and the property owner does not prevail, all court cost, attorney's fees, and all other costs will be paid by the non-prevailing property owner.

**Section 32. Street Lighting.** The developer reserves the right to subject the real property in this subdivision to a contract with Duke/Progress Energy for the installation of street lighting, which requires a continuing monthly payment to Duke/Progress Energy by each residential customer.

**Section 33. Membership and Voting Rights in Property Owners' Association.**

a. **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by Eastover North Property Owners' Association, Inc., including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be pursuant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

b. **Voting Rights.** Eastover North Property Owners' Association, Inc. shall have two (2) classes of voting membership:

**Class A:** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and in the absence of an agreement between the persons holding the interests in any lot, the vote for the Lot shall be in the same fractions as the ownership.

**Class B:** Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be

converted to Class A membership on the happening of either of the following events, whichever first occurs: When the Declarant is no longer the owner of any Lot or January 1, 2028.

**Section 34. Covenants for Assessments.**

- a. **Creation of a Lien and Personal Obligation of Assessments.** The Owner of each Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay assessments to Eastover North Property Owners' Association, Inc. for Annual Assessments and Special Assessments. The Annual Assessments and Special Assessments on each Lot, together with interest on delinquent assessments at the rate of eight per cent (8%) per annum, costs and reasonable attorney's fees, shall be a charge on and continuing lien upon the Lot, and shall also be the personal obligation of the Owner of the Lot at the time the assessment fell due.
- b. **Annual Assessments.** The Annual Assessment shall be in the amount determined by Eastover North Property Owners' Association, Inc. for the common expenses of the Association. The maximum Annual Assessment levied for the first fiscal year for which an Annual Assessment is levied shall not exceed \$180.00 per Lot, and no Annual Assessment for any fiscal year thereafter shall exceed \$180.00 per Lot without approval by the affirmative vote of a majority of the votes cast at a regular or special meeting of the Members.
- c. **Special Assessments.** Any Special Assessment levied in any fiscal year of the Association that exceeds \$100.00 per Lot shall require approval by the affirmative vote of a majority of the votes cast at a regular or special meeting of the Members.
- d. **Notice.** Notice for approval of the Membership in the Association under subsections b. and c. immediately above shall be by written notice of the meeting served upon or mailed to each Member of the Association entitled to vote at such meeting at the address of record on the books of the Association at least ten (10) days but not more than sixty (60)

days prior to the meeting.

- e. **Quorum.** Over twenty percent (20%) of the total Owners of the Lots assessable by the Association, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If such quorum shall not be present or represented at a meeting, the members entitled to vote which are present in person or represented by written proxy shall have the power to adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. If adjournment extends past thirty (30) days, notice of the date on which the adjourned meeting is to be reconvened shall be given as herein provided for regular meetings.
- f. **Date of Commencement of Assessments.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following passage of a resolution by the Board duly establishing same. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.
- g. **Uniform Rate of Assessment.** Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots and shall be payable as determined and ordered by the Association.
- h. **Specific Right of Association to Cause Landscape Maintenance or House Washing.** The Board of Directors of Eastover North Property Owners' Association, Inc. may issue written notice at the address of record on the books of the Association to an Owner of a Lot directing such Owner of a Lot to maintain the natural or installed landscaping on such Lot within ten (10) days of the notice or to wash the dwelling house or outbuilding(s) within sixty (60) days of the notice. If such Owner of a Lot fails to comply within the prescribed time, the Association may cause such maintenance to be performed and charge the actually cost of the

maintenance to the Owner of the Lot as provided in subsection a. of this Section.

- i. **Rights of Eligible Mortgage Holders.** Upon the written authorization of an Owner of a Lot filed with the Association, or upon the written request of a holder of a first mortgage or deed of trust lien on a Lot consented to in writing by the involved Owner and filed with the Association, the Association shall notify such holder of a first mortgage or deed of trust lien on a Lot of any delinquency in payment of assessments by such owner that have remained uncured for a period of sixty (60) days.

**Section 35. Severability.** Invalidation of any 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 36. State Law and/or County Code Prevail.** These restrictive covenants are submitted and executed in accordance with the Cumberland County Subdivision Ordinances and chapter 47A of the North Carolina General Statutes, which are incorporated herein by reference. Where these restrictive covenants are inconsistent with either State Law or County Code, State Law or the County Code shall prevail, in that order.

**Section 37 Common Area.** Common area shall mean and refer to any and all real property shown on any recorded subdivision plat of the Properties with the exception of numbered lots and areas reserved for future development. Common area includes all open spaces, as delineated on the recorded subdivision plat as "OS-87", "OS-88", "OS-89" and "OS-90", recreation areas, roadways and streets within the Subdivision. Except as may be otherwise provided in this Declaration, the Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use as set forth herein. All roads within the development will be maintained by the Association until accepted for dedication by the appropriate government authority.

**IN WITNESS WHEREOF,** the Declarant has executed this

instrument the day and year first above written.

WINGATE PROPERTIES, LLC

*Gene F. Williford, Sr.*  
Gene F. Williford, Sr., Manager

NORTH CAROLINA

CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Gene F. Williford, Sr.

Date: 2-8-18  
*J. Duane Gilliam, Jr.*  
J. Duane Gilliam, Jr., Notary Public

My commission expires: 11-19-2018

**(N.P. SEAL)**

