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J. LEE WARREN, JR.  
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**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE  
LITTLE RIVER FARMS SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by Little River Farms Developers, LLC, a North Carolina limited liability company (hereinafter referred to as "Declarant"):

**WITNESS TO:**

WHEREAS, Declarant is the owner of certain real property located in Cumberland County, North Carolina, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter sometimes referred to as the "Property").

WHEREAS, Declarant desires to create on such property an exclusive residential community of single-family homes to be known as Little River Farms (hereinafter sometimes referred to as "Subdivision");

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the common area within the Subdivision and to provide for enforcement of covenants and restrictions applicable to the Subdivision, and, to that end, desires to subject all of the property within the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Common Area (as hereinafter defined), to administer and enforce covenants and restrictions applicable to the Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Declarant has therefore incorporated under North Carolina law as a non-profit corporation, the LITTLE RIVER FARMS COMMUNITY ASSOCIATION, INC., for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Declarant declares that the Properties and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements,

charges and liens set forth in this Declaration, all of which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I DEFINITIONS**

Section 1. "Association" shall mean and refer to the LITTLE RIVER FARMS COMMUNITY ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Builder" shall mean and refer to any persons, firms or entities to whom or which Declarant conveys one or more Lots within the Properties for the purpose of constructing a Dwelling thereon.

Section 3. "Common Area" shall mean and refer to any and all real property, together with any improvements thereon, shown on any recorded subdivision plat of the Properties, with the exception of any Lots, as said term is defined in this Declaration. All roads within the development will be maintained by the Association until accepted for dedication by the appropriate governmental authority. Except as 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.

Section 4. "Declarant" shall mean and refer to Little River Farms Developers, LLC. It shall also mean and refer to any person, company or entity to whom or which Declarant shall assign or delegate the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the applicable public registry for Cumberland County, North Carolina.

Section 5. "Dwelling" shall mean and refer to any building within the Property which is designated and intended for use and occupancy as a single family residence by a single family, whether by the Owner of such Dwelling or by tenants or lessees of such Owner.

Section 6. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown on any recorded subdivision plat of the Properties, with the exception of any Common Area owned in fee by the Association and any public street rights-of-way shown on such recorded plat. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of new subdivision plats, any newly-platted Lot shall thereafter constitute a Lot.

Section 7. "Member" shall mean and refer to every person or entity who or which holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 9. "Properties" shall mean and refer to the property described in Exhibit A to this Declaration and any additional property annexed pursuant to Article II of this Declaration.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION  
AND WITHIN THE JURISDICTION OF THE  
LITTLE RIVER FARMS COMMUNITY**

Section 1. This section has been intentionally omitted.

Section 2. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration as of the date of recording hereof, which is within the jurisdiction of the Association, and which is described on Exhibit A attached hereto.

Section 3. Annexation of Additional Property. At any time prior to December 31, 2031, additional land may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Furthermore, at any time Declarant owns any Lot within the Properties, additional land not within the Exhibit B Property may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property annexed must be contiguous to property already subject to this Declaration. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

A supplementary declaration may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots so annexed, as the Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. In no event, however, shall any supplementary declaration revoke, modify or add to the covenants and restrictions established by this Declaration so as to materially and adversely affect any portion of the Properties already subject to this Declaration. A supplementary declaration annexing additional property need only be executed by the Declarant and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members.

Nothing contained in this Article shall be construed to obligate or require the Declarant to make any additions to the Properties.

Section 4. Conveyance of Common Area in Annexed Property. Promptly upon request of Declarant, the owner of the annexed property shall convey any or all Common Area located within the newly annexed property to the Association or, if requested by the Declarant, to the Declarant. Title to such Common Area shall be conveyed in the same manner as set forth in Section 3 of Article IV of this Declaration.

Section 5. Merger. Additional property may also be made subject to this Declaration by merger or consolidation of the Association with another non-profit corporation formed for the same or similar purposes. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Properties and the covenants and restrictions established upon property owned by the other association as one scheme. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 6. Effect of Addition of Property. Except by amendment of this Declaration as provided in Section 3 of Article XII hereof, no addition of property, whether by annexation, merger or consolidation, shall revoke or modify any provision of this Declaration as to the Properties already subject hereto or diminish the rights of the Owners of Lots within the Properties, except for the dilution of voting strength that occurs as a result of inclusion of additional Members of the Association.

Section 7. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex Additional Property pursuant to this Article for the purpose of removing any portion of the Properties then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Subdivision, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Subdivision.

Section 8. Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot, which liens may be enforced in due course, subject to the terms of this Declaration.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

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

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot.

There shall be two classes of Lots with respect to voting rights:

(a) Class A. Class A Lots shall be those Lots upon which single-family dwellings are built, or to be built, to be known as "Braxton Village". All Lots in the Subdivision shall be Class A Lots except those Lots which are Class B Lots as the same are hereinafter defined. Ownership of a Class A Lot shall entitle the Owner of such Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among

themselves, determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by the Declarant and which have not been converted to Class A Lots as set forth below. The Declarant shall be entitled to nine (9) votes for each Class B Lot it owns. Individual Class B Lots shall convert to Class A Lots when they are conveyed by the Declarant to a Builder or an Owner (other than the Declarant). Subject to reinstatement as hereinafter provided, the Class B Lots shall cease to exist and shall be converted to Class A Lots upon the earlier of the following to occur: (i) when Declarant no longer own any Lots within the Subdivision (including any additional land annexed into the Subdivision); (ii) upon written waiver of Class B membership by each Declarant; or (iii) December 31, 2031. When the Class B Lots cease to exist and are converted to Class A Lots, the Declarant shall have the same voting rights as other Owners of Class A Lots. Notwithstanding the aforesaid provisions, until written waiver of Class B membership by the Declarant or December 31, 2031, Class B Lots and Class B membership may be reinstated by the Declarant in land being annexed, and upon such annexation, the Class B membership and the Class B Lots automatically shall be reinstated.

(c) Declarant's Voting Rights. Until the Class B Lots cease to exist (subject to reinstatement as provided above), the Declarant shall be vested with the sole voting rights of the Association on all matters (including election and removal of directors and officers of the Association), except such matters as to which the Declaration, the Articles of Incorporation, or the Bylaws of the Association specifically require a vote of the Class A Members.

#### **ARTICLE IV PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment and Access. Except as limited by the provisions of this Section 1 and by the rules and regulations adopted by the Board of Directors of the Association, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated or constructed on the Common Area and to limit the use of such facilities to Owners who occupy a residence on the Properties and to their families, tenants and guests, as provided in Section 2 of this Article IV.

(b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

(c) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. After Class B Lots cease to exist, no such dedication or transfer shall be effective unless the Members entitled to at least 80% of the votes of the entire membership of the Association and at least three-fourths (3/4) of the votes appurtenant to each Class of Lots agree to such dedication, sale or transfer and signify their

agreement by a signed document recorded in the applicable public registry for Cumberland County, North Carolina. Nothing herein shall be deemed to prohibit the Board of Directors of the Association, without consent of the Members, from granting easements over and across the Common Area to any public agency, authority or utility for the installation and maintenance of sewerage, utility (including cable television) or drainage facilities when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of properties within the Subdivision. Notwithstanding anything herein to the contrary, the Common Area shall be preserved for the perpetual benefit of the owners of Lots within the Subdivision and shall not be conveyed except to a governmental entity or another non-profit corporation organized for similar purposes.

(d) the right of the Association, to borrow money and, after Class B Lots cease to exist, with the assent of Members' entitled to at least 80% of the votes of the entire membership of the Association and at least two-thirds (2/3) of the votes appurtenant to each Class of Lots, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members and the Association as set forth herein.

(e) the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility, provided, however, that, after Class B Lots cease to exist, any such dedication shall require the assent of the Members as set forth in subparagraph (c) above, and further provided that, if the Board of Directors of the Association determines, in its sole discretion, that such exchange is necessary to cure an encroachment or setback violation on any Lot, the Board may effect such exchange without the consent of or approval by the Members.

(f) the right of the Association to open the Common Area and, in particular, the recreational facilities constructed thereon, for use by non-members of the Association.

(g) the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area.

(h) the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area.

(i) the right of the Association to otherwise deal with the Common Area as provided in the Articles of Incorporation and Bylaws of the Association.

## Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence.

(b) Tenants: Contract Purchasers. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated by such Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence.

(c) Guests. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchasers, subject to such rules and regulations as may be established by the Board of Directors.

(d) Suspension of Rights. The rights of any delegate of an Owner shall be suspended by, upon and during suspension of such Owner's rights as provided in Section 7 of Article XII of this Declaration.

Section 3. Conveyance of Common Area To The Association. No later than the time Declarant no longer exercises voting control over the Association (subject to reinstatement) as provided in Article III hereof, Declarant shall convey, and the Association shall accept, fee simple title to all Common Area (except Common Area easements) within the Properties, and shall reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations, conditions and restrictions as then may be of record, and the Association shall accept all such conveyances, grants and reservations, provided, however, that so long as Declarant owns any Lots within the Properties, Declarant reserves and shall have an easement over and across any Common Area deeded to the Association for the purpose of constructing and maintaining any improvements on the Common Area as it deems necessary or advisable, provided that any such improvements must comply with the requirements of the appropriate governmental authority. Any permanent improvements placed on the Common Area by a Declarant shall become the property of the Association upon completion of such improvements.

Section 4. Regulation and Maintenance of Common Area and Common Area Easements. It is the intent of the Declarant that the Common Area be preserved for the perpetual benefit of the Owners.

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

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

(b) Rights and Responsibilities of the Lot Owners as to Common Area Easements. Each Owner of a Lot upon which a Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area easement.

(c) Rights and Responsibilities of the Association as to Common Area. The Association shall have the right and obligation to ensure that the Common Area is preserved for the perpetual

benefit of the Owners, and, to that end, shall: (i) maintain the Common Area in its natural or improved state, as appropriate, and keep it free of impediments to its use by the Owners, subject to the provisions of this Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, Directors and officers, against any loss or damage suffered by any person, including the Owner of the Lot upon which Common Area lies, resulting from use of the Common Area, and adequate hazard insurance covering the real and personal property owned in fee by the Association; and (iii) pay all property taxes and other assessments levied against all Common Area owned in fee by the Association.

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

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 9 of this Article V and all costs of collection, including reasonable attorney's fees, shall be a charge against and, a continuing lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, shall also be the personal or corporate obligation of the person(s), firms) or corporation(s) owning such Lot at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to the Bylaws of the Association or Section 7 of Article XII of this Declaration shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and, in particular, for: (i) acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area; (ii) repair and reconstruction of the streets and roadways within the subdivision and other improvements on the Common Area, including, without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii)



payment of taxes and public assessments levied against the Common Area owned by the Association in fee; (iv) procurement and maintenance of insurance in accordance with the Section 4(c) of Article IV of this Declaration; (v) employment of attorneys, accountants and other persons or firms to represent the Association when necessary; (vi) payment of principal and interest on funds borrowed for Association purposes; (viii) such other needs as may arise; and (ix) payment for the maintenance and operation of stormwater facilities and street lights.

Section 3. Annual Assessments.

(a) Maximum Annual Assessment. Declarant shall establish the Maximum Annual Assessment and initial annual assessment for Class A Lots; thereafter, the terms "Maximum Annual Assessment", annual assessment, and special assessment shall mean the Maximum, annual and special assessments applicable to Class A Lots. Until December 31, 2014, the Maximum Annual Assessment shall be \$200.00 per year for each Class A Lot.

From and after January 1, 2014, the Maximum Annual Assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Members, but subject to the limitation that the percentage of any such increase shall not exceed 10% of the Maximum Annual Assessment for the previous year unless such increase is approved as set forth in Section 3(b), below.

From and after January 1, 2021, the Maximum Annual Assessment for Class A Lots may be increased without limitation if such increase is approved by a majority of the votes cast, in person or by proxy, at a meeting duly called for that purpose.

(b) Annual Assessments: Ratification of Budgets. Notwithstanding the 10% increase restriction contained in (a) above, for so long as a Class B Lot exists (including any reinstatement), the Board of Directors, in its sole discretion, shall have the authority to adopt an annual budget. After Class B Lots cease to exist (subject to reinstatement), the Board of Directors shall adopt a proposed budget (including the proposed annual assessment for each Class of Lots) at least annually. Within 30 days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than 10 days nor more than 60 days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. Except as required by Section 7 below, there shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget. Notwithstanding the foregoing, if the budget provides for annual assessments not greater than 10% larger than the assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having at least 80% of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

Any annual assessment ratified by the Members shall continue thereafter from year to year as the annual assessment until changed by the Board and ratified by the Members as set forth herein.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto, for repayment of indebtedness and interest thereon, or for any other purpose, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article.

Section 5. Assessment Rate: Collection Period. Except as provided in Section 6 of this Article V, the annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a yearly, semi-annually, quarterly or monthly basis, as determined by the Board of Directors.

Section 6. Declarant's and Builder's Assessments. Notwithstanding any other provision of this Declaration, the Articles of Incorporation or the Bylaws of the Association, the Declarant and each Builder shall not be obligated for, nor subject to, any annual or special assessment for any Lot or other property that it owns within the Subdivision, provided, however, that each Builder shall be responsible for paying for each Lot owned by the Builder which contains a Dwelling for which a certificate of occupancy has been issued, an assessment equal to twenty-five percent (25%) of the annual assessment in effect for Class A Lots as the same may change from time to time, computed on a 365 day year and prorated for the number of days from the date of the issuance of the certificate of occupancy until the sale of such Lot. Upon sale of such Lot by Builder to any other person or entity, such Lot shall be assessed at Class A rate commencing on the day the title to such Lot is transferred to such third party, by prorating the assessment from the date title transfers. Notwithstanding any other provision of this Declaration, a Lot owned by the Builder which contains a Dwelling occupied as a residence (but not as a model or sales center) shall be assessed at the rate applicable to Class A Lots.

Section 7. Notice and Quorum for any Action Authorized Under Sections 3(a) and 4. After Class B lots cease to exist, written notice of any meeting called for the purpose of taking any action authorized under Section 3(a) or 4 shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days prior to the meeting. At such meeting, the presence of Members, in person or by proxy, entitled to cast sixty (60%) percent of the votes of the entire membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and if called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Amount of Initial and Subsequent Annual Assessments: Certificate of Payment. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to all Lots in any phase on the first day of the month following the conveyance of a Lot within that phase to an Owner other than the Declarant or a Builder. Unless a lower amount is set by the Board of Directors and ratified by the Members, the first annual assessment shall be the "Maximum Annual Assessment" set forth in Section 3 of this Article and shall be prorated according to the number of days remaining in the calendar year.

At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot. At least fifteen (15) days before January 1 of

each year, the Board of Directors shall send written notice of such assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors.

The Association shall, upon demand, and for such reasonable charge as the Board of Directors may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

Section 9. Working Capital Assessments. At the time of sale of each lot by the Declarant or a Builder to a third party, there shall be due and payable at closing a capitalization fee equal to twice the annual assessment then in effect at time of closing, payable by the purchaser to the Association. Such amounts paid for working capital are not to be considered as advance payment of the Annual or any other assessments. Declarant reserves the right to amend this section including the amount at any time.

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

Section 11. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of a Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of any assessment which became due prior to the date of such conveyance. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof; but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

Section 12. Exempt Property. All property dedicated to and accepted by a public authority and all property owned by the Association shall be exempt from the assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 13. Default By The Association. Upon default by the Association in the payment of any ad valorem taxes levied against the Common Area or any assessment for public improvements, which continues for a period of six (6) months, each Owner shall become personally obligated to pay the tax assessing governmental authority an amount equal to such Owner's portion of such taxes or assessments, which amount shall be determined by dividing the total of the taxes and/or assessments due by the number of Lots. If not paid within thirty (30)

days of the date due, said sum shall become a continuing lien on such Owner's Lot and the taxing or assessing governmental authority may either bring an action at law against the Owner personally obligated to pay the same, or elect to foreclose the lien.

## **ARTICLE VI RIGHTS OF LENDERS**

Section 1. Books and Records. Any owner or holder of a first mortgage on any Lot, or its agent, shall have the right, during normal business hours, to examine copies of this Declaration, the Articles of Incorporation, Bylaws, and the books and records of the Association and, upon written request to the Association, to receive a copy of the financial statement for the immediately preceding fiscal year.

Section 2. Notice to Lenders. After Class B Lots cease to exist and upon written request to the Association, the owner or holder of a first mortgage on any Lot shall be entitled to timely written notice of:

(a) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan.

(b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

Section 3. Approval of Owners and Holders of First Mortgage. After Class B Lots cease to exist, unless at least seventy-five percent (75%) of the owners and holders of the first mortgages on Lots located within the Properties have given their prior written approval, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this subsection. Nothing herein shall be deemed to prohibit the Association from exchanging Common Area for other real property of like utility and value as provided in Section 1(c) of Article IV of this Declaration, or to require the approval of such exchange by the holders of first mortgages on the Lots;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

(c) Fail to maintain hazard insurance on insurable improvements on the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value; or

(d) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged improvements.

Section 4. Payment of Taxes and Insurance Premiums. The owners or holders of first mortgages on Lots, jointly or singly, may pay taxes or other charges which are in default and which have or may become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy covering property owned by the Association. The persons, firms or corporations making such payments shall be owed immediate reimbursement therefor by the Association.

## **ARTICLE VII EASEMENTS**

Section 1. Access and Utility Easements. Easements for the installation and maintenance of driveways, walkways, water, gas, telephone, cable television and electric power transmission lines, sanitary sewer and storm water drainage facilities, and for other public utility installations are reserved and/or granted to each Declarant and/or a third party as shown on the recorded plats of the Properties. The Association may reserve or grant easements over the Common Area as provided in Article IV, Section 1(c), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

Each Declarant reserves, for itself and its employees, agents, successors and assigns, an easement upon and a right of ingress, egress and regress on, over and under the Properties for the purposes of constructing and maintaining water, sewer, gas, storm water drainage and retention, telephone, cable television, and electric, and other utility facilities to the extent required by any applicable governmental entity or deemed by the Declarant to be necessary or convenient for the development, use and enjoyment of the Properties and/or the Common Area and for the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

Section 2. Easements for Governmental Access. An easement is hereby established over the Common Area and every Lot within the Properties for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

Section 3. Owner's Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any Dwelling is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot (excluding the portion upon which any dwelling is located) to the extent reasonably necessary to perform repair, maintenance or reconstruction of such Dwelling. Such work shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which existed prior to the commencement of the work as is reasonably practicable.

Section 4. Association's Easement and Right of Entry. The Association, for itself and its employees, agents, contractors, subcontractors and invitees, shall have a perpetual access easement over the each Lot to the extent reasonably necessary to perform the maintenance to be performed by the Association.

Section 5. Easement Over Common Area. An perpetual, non-exclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to and from streets, parking areas and walkways serving the Properties.

## **ARTICLE VIII ARCHITECTURAL CONTROL**

Section 1. Architectural Approval. Since the establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by this Declaration. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any Lot shall be controlled by and must be approved absolutely by the Declarant or the ARC (as hereinafter defined), as the case may be.

The Declaration, so long as the Declarant owns a Lot within the Subdivision, shall have the sole and absolute right to determine the style and appearance of the Dwellings, including, but not limited to, fences, walls, buildings, outbuildings, garages, storage sheds, mailboxes, lawn decorations, structures of any type or color thereof, grading, landscaping, patio covers and trellises, plans for off-street parking of vehicles and utility layout, and any other improvements (hereinafter individually and collectively referred to as "Improvements") to be built or constructed on any Lot in the Subdivision. At such time as the Declarant no longer own any Lots within the Subdivision, the ARC shall have the sole and absolute right to determine the style and appearance of the Improvements to be built or constructed on any Lot.

No Lot owner may remove any tree from any Lot, or make any material changes to the landscaping in areas of Lots maintained, or to be maintained by the Association without the approval of the ARC.

Except with respect to work by the Declarant, after occupancy of a Dwelling as a residence pursuant to a certificate of occupancy or other similar certificate issued by the appropriate governmental authority, no Improvements (including, without limitation, replacement of any previously existing Improvements) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made (including, without limitation, changing materials or color of any exterior portion of any such Improvements), nor shall a building permit for such Improvements or change be applied for or obtained, until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Association or by an architectural review committee to be established by the Board of Directors (the "ARC"), which ARC shall be composed of three or more persons appointed by the Board of Directors of the Association. If the Association or its designee fails to approve or disapprove such proposed Improvements within 60 days after complete plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with. The Association shall have the right to charge a reasonable fee, not to exceed \$25.00, for receiving and processing each application.

The Declarant and, after the Declarant no longer owns any Lot within the Properties, the Association, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Neither the Association nor the ARC shall approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Neither the Declarant, the Association, the Board of Directors, the ARC, nor any member or employee of any of them, shall have any liability to any person or entity by reason of any acts taken or omitted by them, or any of them, in good faith pursuant to this Article.

Section 2. Rules and Regulations. The ARC may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VIII, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications. Notwithstanding the foregoing, or anything to the contrary in this Article VIII, (i) no mailbox contained in or supported by brick, cement, concrete, steel or any other immovable or non-break away material or of a design unacceptable to the North Carolina Department of Transportation shall be erected or allowed to remain within the right of way of any street in the Subdivision; and (ii) all trash, garbage and debris shall be properly containerized and disposed of properly. No household items awaiting disposal as trash (i.e. furniture, mattresses or appliances) shall be placed in front of a Dwelling or in open carports awaiting disposal.

Section 3. Variances. The ARC may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. Variances contained in

plans that are inadvertently approved by the ARC as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.

## **ARTICLE IX RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

Section 1. Responsibilities. The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, including the streets and roadways, and shall keep the Common Area, including the streets and roadways, in good, clean and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area and the performance of its other obligations hereunder. The Association shall operate and maintain areas designated by the Declarant as Common Areas, whether or not title to such areas has been formally conveyed to the Association or dedicated to the appropriate governmental authority, as applicable. The Association shall also be responsible for enforcement of the covenants and restrictions contained in this Declaration.

The Association at its expense shall be responsible for maintaining, repairing and replacing all utility and drainage lines and pipes which are located in the Subdivision, except those located within individual Lots or the responsibility of the applicable utility company. The Association shall have the right to go onto the Lots at reasonable times for the purpose of maintaining, repairing and replacing all utility and drainage lines and pipes which might be located on such Lots; and each Owner hereby grants permission to the Association to enter his Lot for such purposes.

In the event that the need for maintenance, repair or replacement (other than said being caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies) is caused through the willful, or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such Lot is subject.

The Association at its expense shall be responsible for maintaining and caring for the entire lawn of the Class A Lots which includes mowing, edging, application of pine straw and pruning of trees and shrubs. The Association shall also maintain the irrigation system of Class A Lots and shall have the right to go on said Lots at reasonable times for the purpose of performing such maintenance and care; and each Owner hereby grants permission to the Association to enter his Lot for such purposes.

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



services upon such terms as the Board of Directors may deem appropriate. The payment of management fees due to the Declarant may, at Declarant's option, be deferred until such later date as Declarant, in its sole discretion, deem appropriate. Furthermore, any management fees due to Declarant may, at Declarant's option, be credited against any assessments due or to be coming due from the Declarant.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Articles of Incorporation or Bylaws of the Association.

Section 4. Insurance: Bonds. The Association shall procure and maintain adequate liability insurance covering the Association. The Association shall also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association, and shall procure and maintain officers', directors' and employees' liability insurance, and such other insurance as it deems necessary or advisable. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration. The Association may cause any or all persons responsible for collecting and disbursing monies of the Association to be bonded.

Section 5. Implied Rights. The Association may exercise any other right or privilege and take any action authorized by this Declaration, the Association's Articles or Bylaws, or the North Carolina Nonprofit Corporation Act, as from time to time amended, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege or the taking of any action authorized herein or therein.

Section 6. Declarant's Reserved Rights; Association's Obligation of Cooperation. The Association shall accept conveyance of any Common Area conveyed to it, in fee or by easement, by Declarant or, at the request of Declarant, by an owner of any property within or to be annexed into the Subdivision and, upon request of Declarant and without further consideration, shall execute any document necessary to evidence such acceptance.

Until such time as Declarant and each Builder have completed all of the contemplated improvements and have sold all of the Lots within the Subdivision:

(a) Declarant shall have the right to alter the boundaries of the Common Area, whether or not it has been previously deeded to the Association, provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Area. The Association and each Owner hereby irrevocably appoints the Declarant as his attorney-in-fact to execute and/or deliver any documents, plats, deeds, or other written matters necessary or convenient to accomplish the addition of Common Area or Properties, or both, to create easements as deemed necessary by Declarant, and to adjust the boundary or boundaries of the Common Area.

(b) Neither the Association nor its Members, nor the use of the Common Area by the Association and its Members, shall interfere with or impede the completion of the improvements or the marketing and sale by the Declarant or a Builder of Lots and homes.

(c) Declarant and each Builder shall have the right to make such use of Lots and the Common Area as may facilitate completion of development and sale of Lots by the Declarant and the Builder. Without limiting the foregoing, Declarant shall have the right to maintain or permit a Builder or others to maintain sales offices, model Dwellings, administrative offices, and construction offices (which may be trailers or temporary or permanent buildings), or any or all of same, on Lots or the Common Area. Declarant and each Builder shall also have the right to erect and maintain signs on Lots and/or the Common Area, to bring prospective purchasers upon the Common Area, to use the Common Area for sales and marketing activities for the Subdivision, to grant the right to use the Common Area to a prospective purchasers or any other individual or group, in Declarant's sole discretion, and to conduct any and all other marketing activities deemed appropriate by the Declarant, and to permit the Builder and others to exercise such rights in conjunction with or separate from the Declarant.

(d) Subject to the provisions of Section 1(d) of Article IV of this Declaration, Declarant shall have the right, but not the obligation, to loan money to the Association in such amounts and upon such terms and conditions as to which the Declarant may agree. Payments due to the Declarant under any such loans may, at Declarant's option, be credited against any assessments coming due at any time from the Declarant.

(e) In addition to all other rights of the Declarant, no amendment shall be made to this Declaration, and no rule or regulation shall be adopted, interpreted or enforced by the Association, so as to modify the assessments or other charges applicable to the Declarant or a Builder or assessed against the Lots owned by either, or which shall restrict, impair, or, in Declarant's sole judgment, materially adversely affect the activities of the Declarant or the Builder with regard to construction, use of Common Area and delegation of the right to use the Common Area, or the marketing and sale of Lots by the Declarant and Builder, whether or not such activities are enumerated in the preceding paragraphs, without the express prior written consent of Declarant.

In exercising any of the rights provided or granted under this Article X, neither Declarant, nor the Association shall revoke, modify or amend this Declaration in a manner that reduces the size of the Common Area to less than, the area required by the appropriate governmental authority as of the date of this Declaration.

## **ARTICLE XI USE RESTRICTIONS**

Section 1. Business Use Prohibited. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that the Declarant, Builders, real estate brokers, Owners and their agents may show Lots for sale or lease. Notwithstanding the foregoing, the Declarant and each Builder and the agents and employees of each, shall have the right to: (i) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and its own general business offices; (ii) maintain fluorescent-lighted or spot-lighted model homes which may be open to the public for inspection 7 days per week for such hours as the Declarant or Builder deems appropriate or necessary; (iii) conduct any other activities on Lots to benefit sales efforts; and (iv) use the parking facilities on the Common Area for parking for its employees and invitees.

Section 2. Use of Accessory Structures. No tent, shack, barn, car port, metal awnings, metal utility sheds or other building, other than a Dwelling and its garage, shall be erected on a Lot and used temporarily or permanently as a residence. Notwithstanding the foregoing, the Declarant and, with the approval of the Declarant, a Builder, may use temporary buildings, offices or facilities in connection with the marketing, sale and construction of Dwellings.

Section 3. Maintenance of Improvements. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the Dwelling. No Owner shall change the exterior design or color of the Dwelling on such Owner's Lot, including the roof thereof, except in compliance with Article VIII hereof.

Section 4. Storage: Clothes Hanging. No Lot or Common Area shall be used for the storage of rubbish. Outside clothes hanging devices shall not be permitted.

Section 5. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted within the Properties other than in a garage and concealed from public view.

Section 6. Building Type. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars and other outbuildings incidental to the residential use of the Lot. Such outbuilding erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal Dwelling structure and will be erected and placed to the rear of the Dwelling structure on the Lot.

Section 7. Failure to Maintain. If an Owner fails to maintain the Lot or the improvements thereon, the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to his Lot, each Owner shall be deemed to grant access upon the Owner's Lot and Dwelling for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association or a Declarant, the charge therefor and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of cats, dogs, and other household pets may be kept provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or having custody of an animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on or in the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a leash when outside the Owner's dwelling, and the Owner shall be responsible for cleaning up all droppings from their animals.

Section 9. Signs. No signs shall be displayed on any Lot with the exception of one "For Sale" or "For Rent" sign not exceeding 36" x 24" in size. The Association may develop uniform sign standards and specifications to which all Owners must adhere. No sign of any kind shall be

displayed in or on the Common Area without the prior written consent of the Association. Notwithstanding the foregoing, Declarant and, with the consent of and upon such conditions as Declarant, in its sole discretion, might impose, a Builder shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area, in connection with the development and sale of the Properties.

Section 10. Water Retention Areas. The Association shall be responsible for maintaining the portions of the storm water drainage system which are within the Common Area, including the water quality and quantity standards of the approved plans, to the extent required by law. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the storm water system to meet water quality and quantity design standards of the approved plans and any future governmental laws, rules or regulations.

Each Owner of a Lot which borders a water retention area shall maintain any portion of that Owner's Lot lying within a retention area free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area.

Swimming and bathing in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

Section 11. Vehicles, Boats and Trailers. Off-street parking for not less than two (2) passenger automobiles must be provided on each Lot prior to the occupancy of any dwelling constructed on said Lot, which parking areas and the driveways thereto shall be constructed of concrete or brick. Parking of motor vehicles on lawns or in other landscaped areas is prohibited.

No truck or vehicle used primarily for commercial purposes (other than those temporarily present on business), no recreational vehicles or campers, and no trailer may be parked within the Properties. Any vehicle not in operable condition and validly licensed, may be kept on a Lot only if kept inside a garage and concealed from public view. No boat may be kept on any Lot. For the purpose of this section, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less.

The Association shall have the right to tow or remove any boat, trailer, or vehicle of any type which is parked within the Premises or kept on any Lot in violation of this section, at the owner's expense, and the owner of each Lot, by acceptance of their deed, does grant to the Association such an easement on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section.

Section 12. Walls, Fences, and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the ARC. No wall, fence, planter, or hedge shall be erected or maintained line forward of the rear exterior corners of the main residential structure located on a Lot. For the purpose of this provision the rear exterior corner of the main residential structure excludes bay or box windows, chimney structures or any other similar appendage.

No perimeter wall, fence, or hedge in excess of six (6) feet in height shall be erected and maintained on a side lot line from a point located at the rear exterior corner of the main residential structure, backward to the rear property line on a Lot and along the rear property line of the Lot.

On corner lots, side yard fences must be set back from the side property line a minimum of one-half (1/2) of the side building line setback shown on the plat, but in no event shall the fence be located forward of the rear exterior corner of the main residential structure.

The design and materials of all fences shall be approved by the ARC prior to construction pursuant to the approval requirements of Article VIII, Section 1, of this Declaration.

Section 13. Above ground swimming pools. No above ground swimming pool shall be erected, constructed, placed or permitted to remain on any Lot.

Section 14. Antennae and Roof Structures. No radio or other electrical towers, aerials, antennae, or other devices of any type for the reception or transmission of radio broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

An antenna permissible pursuant to rules adopted by the Association may be installed only if it is approved by the Association pursuant to Article VIII hereof.

Section 15. Visual Obstructions at the Intersections of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 16. Seasonal or Holiday Decorations. (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or residential dwelling within a reasonable period of time after such holiday passes. The ARC has the sole discretion to determine what is a reasonable period of time for seasonal or holiday decorations to exist after the holiday passes and its determination shall be final.

Section 17. Deviations. The Declarant at its sole discretion, is hereby permitted to approve deviations to restrictions in Article XI in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions for that certain Lot only.

**ARTICLE XII  
STORMWATER MANAGEMENT/WETLANDS**

Section 1. The areas shown on the plat recorded Plat Book 131, Page 134, Cumberland County, North Carolina Registry, as conservation areas shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation areas:

- a. fill, grade, excavate or perform any other land disturbing activities;
- b. cut, mow, burn, remove, or harm any vegetation;
- c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures;
- d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area;
- e. dump or store soil, trash or other waste; or
- f. graze or water animals, or use for any agricultural or horticultural purpose.

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200901685, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owners, and all parties claiming under them. This covenant cannot be amended without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

**ARTICLE XIII  
GENERAL PROVISIONS**

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Further, the Board of Directors shall have the right to record in the appropriate land records a notice of violation of this Declaration or the Bylaws of the Association, or any rules, regulations, use restrictions, or design guidelines promulgated by the Association and to assess the cost of recording and removing such notice against the Owner in violation of the Declaration.

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

Section 3. Amendment. Subject to any specific restrictions on amendments set forth in this Declaration, for so long as Declarant owns any Lot within the Subdivision, this Declaration may be amended by the Declarant, without the consent or joinder of any other Owner or the Association. Any such amendment shall be effective upon recording of same in the applicable public registry for Cumberland County, North Carolina. No amendment shall be binding upon

any Lot or Owner until fifteen (15) days after a copy of such amendment has provided to such Owner.

The covenants and restrictions of this Declaration, and any amendments thereto, are appurtenant to and shall run with and be binding upon the Properties and the Owners thereof for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or amended by a vote of the Owners as set forth below.

Subject to the provisions of Section 8(e) hereof and after Class B Lots cease to exist, this Declaration may be amended during the first twenty-five year period by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and terminated during the first twenty-five year period by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots, and thereafter amended by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots or terminated by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots, provided, however, that so long as there is Class B membership, no amendment adopted by the Owners shall be effective unless and until such amendment is approved in writing by the Declarant. Amendment or termination shall be by written instrument signed by the appropriate persons or entities and recorded in the applicable public registry for Cumberland County, North Carolina, and upon recordation, shall be binding on all Lots within the Properties and the Owners thereof, without regard to whether the Owner of such Lot voted for or against or signed or did not sign the amendment.

Section 4. Interpretation. Headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any provision hereof. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa: the use of one gender shall include all genders; and the use of the word "including" shall mean "including, without limitation". This Declaration and the provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina.

Section 5. Subdivision of Lots. No Lot within the Subdivision may be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded plat, except by or with the consent of the Declarant and, if required, by the appropriate governmental authority.

Section 6. Declarant's Right To Change Development. With the approval of the appropriate governmental authority, and subject only to such terms and conditions as said authority may impose, Declarant shall have the right, without consent or approval of the Owners, to create and add Lots, add Common Area, and reallocate Lots within the Properties (including any land annexed into the Subdivision). Additionally, the Declarant may convert any lot or lots or any other property subject to these restrictions to use as a roadway.

Section 7. Rules and Regulations: Enforcement. The Board of Directors shall have the authority to adopt additional rules and regulations governing the use of the Common Area and the Lots within the Subdivision and shall furnish a written copy of said rules and regulations to the Owners of each Lot at least fifteen (15) days before such rules and regulations become effective.

In addition to any other rights and remedies that the Association may have under the Bylaws and this Declaration, the Association may impose sanctions for a violation of this Declaration, the Bylaws of the Association, the rules and regulations adopted Association, and any restrictive covenants applicable to the Properties, in accordance with procedures set forth in the Bylaws, which sanctions may include, without limitation, reasonable monetary fines, which shall constitute a lien upon the Lot of the violator, and suspension of the right to vote and the right to use the Common Area any facilities thereon.

In addition, as provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use any Common Area and recreational facility within the Properties if the Owner is more than 30 days delinquent in paying any assessment or other charge due to the Association.

The Association shall at all times have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the architectural guidelines applicable to the Properties. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

#### Section 8. Dispute Resolution.

##### (a) Consensus for Association Action.

(1) Except as provided in this Section, the Association may not commence a legal proceeding or an action under this Article without the approval of at least two-thirds of the Members. The foregoing shall not apply to: (i) actions brought by the Association to enforce the provisions of this Declaration, the Bylaws, or rules and regulations adopted by the Association (hereinafter collectively referred to as the ("Governing Documents")); (ii) the imposition and collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings against it.

(2) Prior to the Association or any Member commencing any proceeding to which Declarant is a party, including, without limitation, a proceeding based on an alleged defect in any improvement, Declarant shall have the right to be heard by the Members, or the particular Member, and to have access to inspect and correct the condition of or redesign any portion of any improvement as to which a defect is alleged or to otherwise correct or resolve the dispute.



(b) Alternative Method for Resolving Disputes. Declarant, its officers, directors, employees and agents, the Association, its officers, directors and committee members, all Owners, Members, any Builder, its officers, directors, employees and agents, and any other person or entity not otherwise subject to this Declaration who agrees to submit to this Section 8 (each such person or entity being herein referred to as a "Bound Party" or, in groups, as the "Bound Parties") each agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances and disputes described in Subsection (c) hereof (herein referred to as the "Claims") to the procedures set forth in Subsection (d) hereof.

(c) Claims. Unless specifically exempted below, all Claims between any of the Bound Parties, regardless of how such Claims might have arisen or on what they might be based, including, but not limited to, Claims: (i) arising out of or relating to the interpretation, application or enforcement of the Governing Documents or the rights, obligations and duties of any Bound Party under the Governing Documents; (ii) relating to the design and construction of improvements; or (iii) based on any statements, representation, promises, warranties, or other communications alleged to have been made by or on behalf of any Bound Party, shall be subject to the provisions of Subsection (d) hereof.

Notwithstanding the foregoing, unless all parties to any such dispute otherwise agree in writing, the following shall *not* be deemed to be Claims covered by this Subsection (c) and shall *not* be subject to the provisions of Subsection (d):

(1) any proceeding by the Association against any Bound Party to enforce the provisions of Article V of this Declaration:

(2) any proceeding by the Association or the Declarant to obtain a temporary restraining order or injunction (or equivalent equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the *status quo* and preserve the Association's or the Declarant's ability to act under and enforce the provisions of Articles VIII and XI of this Declaration;

(3) any proceeding between or among Owners, which does not include the Declarant, a Builder, or the Association as a party, if such proceeding asserts a Claim which would constitute a cause of action independent of the Governing Documents; or

- (4) any proceeding in which no Bound Party is an indispensable party.

With the consent of all parties thereto, any dispute involving any of the foregoing excepted actions may be submitted to the alternative dispute resolution procedures set forth in Subsection (d).

(d) Mandatory Procedures.

(1) Notice. Any Bound Party having a Claim (the "Claimant") against any other Bound Party (the "Respondent") (the Claimant and the Respondent being herein individually referred to as a "Party" and collectively as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the persons or entities involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific provisions of the Governing Documents or other authority out of which the Claim arises);

(iii) the proposed remedy; and

(iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(2) Negotiation and Mediation.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors of the Association may appoint a representative to assist the Parties in their negotiations.

(ii) If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other time period as may be agreed upon by the Parties), Claimant shall have an additional 30 days in which to submit the Claim to mediation under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation without a reasonable reason for failing to appear for the mediation, the Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to any person or entity other than the Claimant.

(iv) Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to AAA mediation, or within such other time as may be

determined by the mediator or agreed to by the Parties, the mediator shall issue a written notice of termination of the mediation process, which notice shall state that the Parties are at an impasse and set forth the date that mediation was terminated (hereinafter "Termination of Mediation").

(v) Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees and expenses of the mediator and the administrative fees of mediation. If the Parties agree to a resolution of a Claim through negotiation or mediation as set forth in this Subsection (d), and any Party thereafter fails to abide by the terms of the settlement agreement, any other Party may file suit or initiate arbitration proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Subsection (d). In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or, if more than one Party is in noncompliance, from all non-complying Parties pro rata) all costs incurred by such Party in enforcing the agreement, including, without limitation, attorneys' fees and court costs.

(3) Binding Arbitration.

(i) After Termination of Mediation, Claimant shall be entitled to submit the Claim to final, binding arbitration under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. No Claim subject to this Subsection (d), whether by the provisions thereof or by agreement of the Parties, shall be submitted to or decided by or in a court of law. Any judgment upon the award entered by the arbitrator may be entered in and enforced by a court of competent jurisdiction. If the amount claimed by the Complainant or, by the Respondent in a counterclaim, exceeds \$250,000, the Claim shall be heard and determined by three arbitrators. Otherwise, unless the Parties otherwise agree, the Claim shall be heard and determined by an arbitrator. An arbitrator shall have expertise in the areas) of the Claim, which may include legal expertise if legal issues are involved.

(ii) Each Party shall bear its own costs of the arbitration, including attorneys' fees, and each Party shall share equally all fees and expenses of the arbitrator and the administrative fees of arbitration.

Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest. All decisions regarding the arbitrability of any Claim shall be decided by the arbitrator(s).

(iii) The award of the arbitrators shall be accompanied by detailed written findings of fact and conclusions of law. Except as required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties involved in the arbitration.

(e) Amendment of Subsection. Notwithstanding any other provision of this Declaration, this Subsection 8 may not be amended prior to the expiration of 20 years from the date of recording of this Declaration without the prior written consent of the Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21<sup>st</sup> day of ~~November~~ December, 2012.

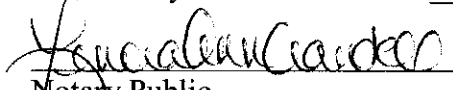
LITTLE RIVE FARMS DEVELOPERS, LLC,  
A North Carolina limited liability company

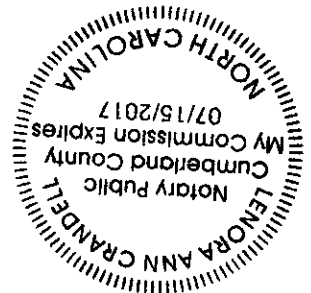
By:  (SEAL)  
Christopher Manning, Manager

STATE OF NORTH CAROLINA    )  
  )  
COUNTY OF CUMBERLAND    )

I, Lenora Ann Crandell, a Notary Public for Cumberland Co., do hereby certify that Christopher Manning, Manager of Little River Farms Developers, LLC, a NC limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and seal this 21 day of December, 2012.

  
Notary Public  
My comm. expires: 7/15/2017



(N.P. SEAL)

EXHIBIT A”

Legal Description of Property

BEING all of Lots 26, 27, 28, 29, 30, 31, 66, 67, 68, 69, 70, 71, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138 and 139 according to the Plat entitled “LITTLE RIVER FARMS, PHASE ONE, SECTION ONE” duly recorded in Plat Book 131, Page 167, Cumberland County, North Carolina Registry.

FILED  
CUMBERLAND COUNTY NC  
J. LEE WARREN, JR.  
REGISTER OF DEEDS  
FILED Mar 28, 2013  
AT 04:41:00 pm  
BOOK 09149  
START PAGE 0361  
END PAGE 0364  
INSTRUMENT # 12012  
RECORDING \$26.00  
EXCISE TAX (None)  
LAS

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LITTLE RIVER FARMS SUBDIVISION**

Prepared by and return to:  
Richard A. Galt, PLLC  
2533 Raeford Road, Fayetteville, NC 28305

WITHOUT TITLE EXAMINATION

CUMBERLAND COUNTY  
NORTH CAROLINA

This First Amendment to the Declaration of Covenants, Conditions And Restrictions For Braxton Village (the "First Amendment") is made this \_\_\_\_ day of March, 2013 by **LITTLE RIVER FARMS DEVELOPERS, LLC**, a North Carolina limited liability company (hereinafter referred to as "LRF"), **SAVVY HOMES, LLC**, a North Carolina limited liability company (hereinafter referred to as "Savvy"), and **SDG DEVELOPMENT, LLC**, a North Carolina limited liability company (hereinafter referred to as "SDG"), Owners of certain of the Lots in the Subdivision, join in this First Amendment to evidence their consent to the terms hereof. LRF states and declares as follows:

A. LRF previously made that certain Declaration of Covenants, Conditions And Restrictions For Braxton Village recorded December 28, 2012 at Book 9076, Page 724, Cumberland County Registry (the "Declaration").

B. Section 3 of Article XIII of the Declaration provides that the Declaration may be amended at any time upon the approval of the Declarant that then own Lots in the Subdivision.

C. LRF is an Owner of Lots in the Subdivision.

D. LRF, with the consent of Savvy and SDG, now desires to amend the Declaration pursuant to Section 3 of Article XIII of the Declaration.

THEREFORE, LRF hereby amends the Declaration as follows:

1. The second sentence of Section 1 of Article II of the Declaration is hereby deleted in its entirety and replaced with the following:

"Furthermore, at any time Declarant owns any Lot within the Properties, additional land may be annexed by the Declarant without the consent of the Members and therefore become subject to this

Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed."

2. The references to "Article XII" in Section 6 of Article II, Section 2(d) of Article IV, and Section 1 of Article V are hereby amended to read "Article XIII".

3. The reference to "Braxton Village" in Section 2 of Article III is hereby amended to read "Little River Farms".

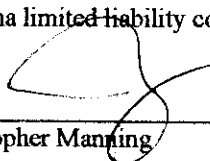
4. The fourth paragraph of Section 1 of Article IX of the Declaration is hereby deleted in its entirety, it being the intention of the Declarant that the Association not be obligated to maintain and care for the lawns and irrigation systems of the Class A Lots.

5. A new Article X is added which reads "Intentionally Deleted".

6. All defined terms not defined herein shall have the meanings ascribed to them in the Declaration. Except as amended herein, all terms and provisions of the Declaration remain unmodified. As amended herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the LRF has caused this First Amendment to be executed as of the date first stated above.

**LITTLE RIVER FARMS DEVELOPERS, LLC,**  
a North Carolina limited liability company

By:   
Name: Christopher Manning  
Its: Manager

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

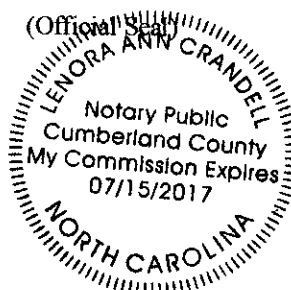
I certify that the following persons personally appeared before me this day, acknowledging to me that they signed the foregoing document as Manager on behalf of Little River Farms Developers, LLC, a North Carolina limited liability company: Christopher Manning.

  
Official Signature of Notary Public

Lenora Ann Crandell  
Notary's Printed or Typed Name, Notary Public

My commission expires: 7/15/2017

Date: March 25, 2013



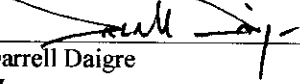
(N.P. SEAL)

Joinder SDG.

SDG, an Owner of certain of the Lots in the Subdivision, joins in this First Amendment for the purpose of expressing its consent hereto and of binding, subjecting and subordinating its interest in its Lots and the Property to the terms, covenants and conditions of this First Amendment.

This the \_\_\_ day of March, 2013

SDG DEVELOPMENT, LLC,  
A North Carolina limited liability company

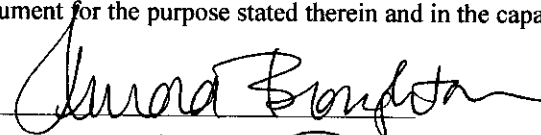
By:   
Name: Darrell Daigre  
Its: Manager

STATE OF NORTH CAROLINA

COUNTY OF Wake

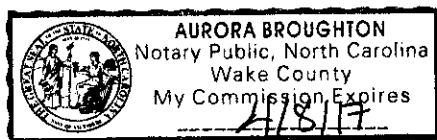
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Darrell Daigre.

Dated: 3/22/13

  
Printed Name: Aurora Broughton  
Notary Public

(Official Seal)

My commission expires: 4/8/17



(N.P. SEAL)



Joinder of Savvy.

Savvy, an Owner of certain of the Lots in the Subdivision, joins in this First Amendment for the purpose of expressing its consent hereto and of binding, subjecting and subordinating its interest in its Lots and the Property to the terms, covenants and conditions of this First Amendment.

This the \_\_\_ day of March, 2013

SAVVY HOMES, LLC,  
A North Carolina limited liability company

By: [Signature]  
Name: Darrell Daigre  
Its: Manager

STATE OF NORTH CAROLINA

COUNTY OF Wake

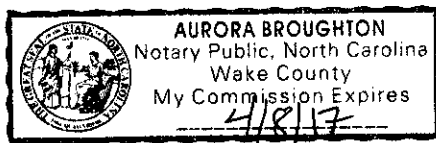
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Darrell Daigre.

Dated: 3/22/13

[Signature]  
Printed Name: Aurora Broughton  
Notary Public

(Official Seal)

My commission expires: 4/8/17



(N.P. SEAL)

9560  
0420

BK 09560 PG 0420

FILED  
CUMBERLAND COUNTY NC  
J. LEE WARREN, JR.  
REGISTER OF DEEDS  
FILED Dec 15, 2014  
AT 11:36:00 am  
BOOK 09560  
START PAGE 0420  
END PAGE 0421  
INSTRUMENT # 37537  
RECORDING \$26.00  
EXCISE TAX (None)  
MP

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE LITTLE RIVER FARMS SUBDIVISION**

Prepared by/return to: Richard A. Galt, Esq., 2533 Raeford Road, Fayetteville, NC 28305 **BOX**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into this 24 day of October, 2014 by **LITTLE RIVER FARMS DEVELOPERS, LLC**, a North Carolina limited liability company, hereinafter referred to as "Developer":

**WITNESSETH:**

WHEREAS, Developer executed and caused to be recorded a certain "Declaration of Covenants, Conditions And Restrictions For The Little River Farms Subdivision" recorded in Book 9076, Page 724, Cumberland County, North Carolina Registry, as amended by that "First Amendment Declaration of Covenants, Conditions And Restrictions For Little River Farms Subdivision" recorded in Book 9149, Page 361, Cumberland County, North Carolina Registry (hereinafter, the "Declaration"), the terms of which are incorporated herein by this reference; and

WHEREAS, said Declaration by its terms applied to and covered to that portion of the Little River Farms subdivision as is shown on plat recorded in Plat Book 131, Page 167, of the Cumberland County, NC, Registry; and

WHEREAS, said Declaration provided that future sections of Little River Farms subdivision would become subject to the Declaration after recording of the plat for said new section and recording of a Supplemental Declaration which expressly makes the new section subject to the Declaration; and

WHEREAS, the Developer is the owner of and has caused to be recorded a plat of **LITTLE RIVER FARMS, PHASE ONE, SECTION TWO**, as recorded in Plat Book 135, Page 23, Cumberland County, North Carolina Registry; and

WHEREAS, the Developer desires **LITTLE RIVER FARMS, PHASE ONE, SECTION TWO** as set forth on plat in Plat Book 135, Page 23 to be subject to bound by the Declaration and the covenants and restrictions contained therein, and further desires that the said real property as shown on said plat be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration;

NOW, THEREFORE, in consideration of the premises, the Developer hereby expressly declares that the property described as **LITTLE RIVER FARMS, PHASE ONE, SECTION TWO**, a plat of which is recorded at Plat Book 135, Page 23, Cumberland County, North Carolina Registry, be and hereby is

subject to that certain Declaration of Covenants, Conditions And Restrictions recorded in 8304, Page 174, Cumberland County, North Carolina Registry.

IN WITNESS WHERE, Developer has set its hand and seal the day and year first above written.

**DEVELOPER:**

**LITTLE RIVER FARMS DEVELOPERS, LLC,**  
a North Carolina limited liability company


By:  (SEAL)  
J. Christopher Manning, Manager

North Carolina

Cumberland County

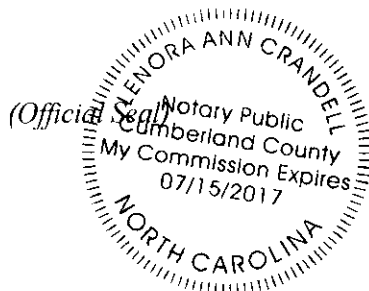
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: J. Christopher Manning, Manager.

Dated: December 15, 2014

  
Printed Name: Lenora Ann Crandell

Notary Public

My commission expires: 7/15/2017



(N.P. SEAL)

FILED ELECTRONICALLY  
CUMBERLAND COUNTY NC  
J. LEE WARREN, JR.

|              |              |
|--------------|--------------|
| FILED        | Apr 06, 2017 |
| AT           | 02:41:20 PM  |
| BOOK         | 10068        |
| START PAGE   | 0477         |
| END PAGE     | 0482         |
| INSTRUMENT # | 10864        |
| RECORDING    | \$26.00      |
| EXCISE TAX   | \$0.00       |

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE LITTLE RIVER FARMS SUBDIVISION**

Prepared by/return to: Richard A. Galt, Esq., 2533 Raeford Road, Fayetteville, NC 28305

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into this 30<sup>th</sup> day of March, 2017 by **LITTLE RIVER FARMS DEVELOPERS, LLC**, a North Carolina limited liability company, hereinafter referred to as "Developer":

**WITNESSETH:**

WHEREAS, Developer executed and caused to be recorded a certain "Declaration of Covenants, Conditions And Restrictions For The Little River Farms Subdivision" recorded in Book 9076, Page 724, Cumberland County, North Carolina Registry, as amended by that "First Amendment Declaration of Covenants, Conditions And Restrictions For Little River Farms Subdivision" recorded in Book 9149, Page 361, Cumberland County, North Carolina Registry (hereinafter, the "Declaration"), the terms of which are incorporated herein by this reference; and

WHEREAS, said Declaration by its terms applied to and covered to that portion of the Little River Farms subdivision as is shown on plat recorded at Plat Book 131, Page 167, of the Cumberland County, NC, Registry, as the same was re-platted by plat recorded at Plat Book 131, Page 189, of the Cumberland County, NC, Registry; and

WHEREAS, said Declaration provided that future sections of Little River Farms subdivision would become subject to the Declaration after recording of the plat for said new section and recording of a Supplemental Declaration which expressly makes the new section subject to the Declaration; and

WHEREAS, the Developer is the owner of and has caused to be recorded a plat of LITTLE RIVER FARMS, PHASE ONE, SECTION TWO at Plat Book 135, Page 23, Cumberland County, North Carolina Registry; and

WHEREAS, the Developer is the owner of and has caused to be recorded a plat of LITTLE RIVER FARMS, PHASE ONE, SECTION THREE at Plat Book 137, Page 169, Cumberland County, North Carolina Registry; and

WHEREAS, the Developer desires LITTLE RIVER FARMS, PHASE ONE, SECTION TWO as set forth on the plat recorded at Plat Book 135, Page 23, and LITTLE RIVER FARMS, PHASE ONE, SECTION THREE, as set forth on the plat recorded at Plat Book 137, Page 169, to be subject to bound

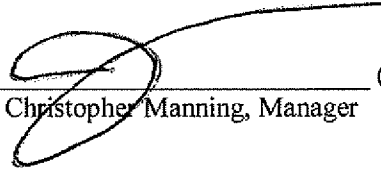
by the Declaration and the covenants and restrictions contained therein, and further desires that the said real property as shown on said plat be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration;

NOW, THEREFORE, in consideration of the premises, the Developer hereby expressly declares that the property described as LITTLE RIVER FARMS, PHASE ONE, SECTION TWO, a plat of which is recorded at Plat Book 135, Page 23, Cumberland County, North Carolina Registry, and the property described as LITTLE RIVER FARMS, PHASE ONE, SECTION THREE, a plat of which is recorded at Plat Book 137, Page 169, be, and hereby, is subject to the Declaration.

IN WITNESS WHERE, Developer has set its hand and seal the day and year first above written.

**DEVELOPER:**

**LITTLE RIVER FARMS DEVELOPERS, LLC,**  
a North Carolina limited liability company

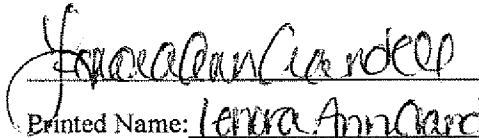
By:  (SEAL)  
J. Christopher Manning, Manager

North Carolina

Cumberland County

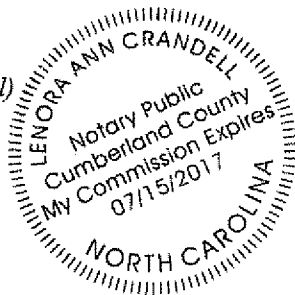
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: J. Christopher Manning, Manager.

Dated: April 3, 2017

  
Printed Name: Lenora Ann Crandell

Notary Public

(Official Seal)



My commission expires: 7/15/2017

**JOINDER OF THE DEVELOPER'S BENEFICIARY AND TRUSTEE**

BB&T Collateral Services Corporation, as Trustee, and Branch Banking And Trust Company, as Beneficiary, under those certain Deed of Trust recorded in Book 8732 at Page 400, Cumberland County, North Carolina Registry, join in the Declaration Of Covenants, Conditions And Restrictions For The Little River Farms Subdivision recorded in recorded in Book 9076, Page 724, Cumberland County, North Carolina Registry, as amended by that First Amendment Declaration of Covenants, Conditions And Restrictions For Little River Farms Subdivision recorded in Book 9149, Page 361, Cumberland County, North Carolina Registry, and this Supplemental Declaration Of Covenants, Conditions And Restrictions, for the sole purpose of expressing their consent hereto and of binding, subjecting and subordinating said Deed of Trust and their interest in the Properties to the terms, covenants and conditions of the Declaration and this Supplemental Declaration Of Covenants, Conditions And Restrictions, as amended.

**DEVELOPER'S BENEFICIARY:**

BRANCH BANKING AND TRUST COMPANY

By: Name: J.R. HENDRIXTitle: Sr. Vice President**DEVELOPER'S TRUSTEE:**

BB&amp;T COLLATERAL SERVICES CORPORATION

By: Name: Beryl PollockTitle: Sr. Vice President

STATE OF NORTH CAROLINA

Cumberland COUNTY

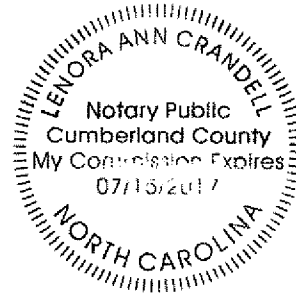
I, Lenora Ann Crandell, a Notary Public of said County and State, certify that  
JP Hendrix personally appeared before me this day and  
 acknowledged that he/she is SE Vice President of Branch  
 Banking And Trust Company, and that he/she, as SE Vice President being  
 authorized to do so, acknowledged executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal, this the 3 day of April, 2017.

Lenora Ann Crandell  
 NOTARY PUBLIC

My Commission Expires: 7/15/2017

STATE OF NORTH CAROLINA

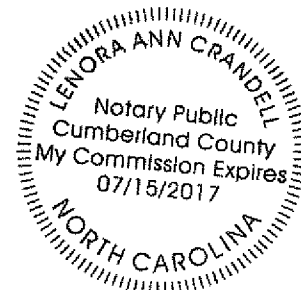
Cumberland COUNTY

I, Lenora Ann Crandell, a Notary Public of said County and State, certify that  
Brad Pollock personally appeared before me this day and  
 acknowledged that he/she is SE Vice President of BB&T  
 Collateral Services Corporation, Trustee, and that he/she, as service President  
 being authorized to do so, acknowledged executed the foregoing instrument on behalf of the  
 corporation.

WITNESS my hand and official seal, this the 3 day of April, 2017.

Lenora Ann Crandell  
 NOTARY PUBLIC

My Commission Expires: 7/15/2017



**JOINDER OF THE DEVELOPER'S BENEFICIARY AND TRUSTEE**

Rebecca F. Person, as Trustee, and K & G Developers, LLC, as Beneficiary, under those certain Deed of Trust recorded in Book 8740 at Page 717, Cumberland County, North Carolina Registry, as modified by the instrument recorded in Book 9556, Page 636, Cumberland County, North Carolina Registry, join in the Declaration Of Covenants, Conditions And Restrictions For The Little River Farms Subdivision recorded in recorded in Book 9076, Page 724, Cumberland County, North Carolina Registry, as amended by that First Amendment Declaration of Covenants, Conditions And Restrictions For Little River Farms Subdivision recorded in Book 9149, Page 361, Cumberland County, North Carolina Registry, and this Supplemental Declaration Of Covenants, Conditions And Restrictions, for the sole purpose of expressing their consent hereto and of binding, subjecting and subordinating said Deed of Trust and their interest in the Properties to the terms, covenants and conditions of the Declaration and this Supplemental Declaration Of Covenants, Conditions And Restrictions, as amended.

**DEVELOPER'S BENEFICIARY:**

K &amp; G DEVELOPERS, LLC

By:



Name:

Harold J. Kidd

Title:

MANAGING MEMBER**TRUSTEE:**

By:



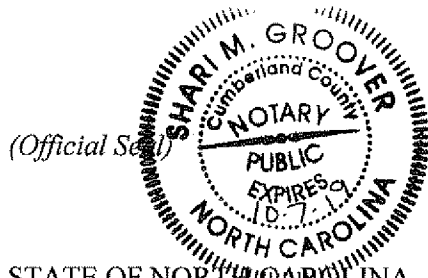
Name: Rebecca F. Person



STATE OF NORTH CAROLINA

Cumberland COUNTY

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

Dated: 4/3/17

STATE OF NORTH CAROLINA

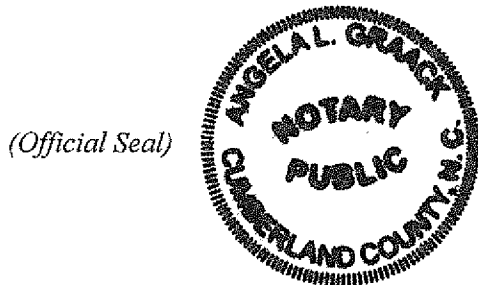
Cumberland COUNTY

Shari M. Groover  
Printed Name: Shari M. Groover

Notary Public

My commission expires: 10/7/19

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

Dated: 4/4/17

Angela L. Graack  
Printed Name: Angela L. Graack

Notary Public

My commission expires: 1/14/2019

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|--------------|--------------|
| FILED        | Nov 19, 2021 |
| AT           | 04:44:22 PM  |
| BOOK         | 11317        |
| START PAGE   | 0341         |
| END PAGE     | 0343         |
| INSTRUMENT # | 54099        |
| RECORDING    | \$26.00      |
| EXCISE TAX   | \$0.00       |

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AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
LITTLE RIVER FARMS SUBDIVISION

Prepared by/return to:  
Rebecca F. Person  
231 Fairway Drive  
Fayetteville, NC 28305

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LITTLE RIVER FARMS SUBDIVISION (this "Amendment") is made and entered into this 19<sup>th</sup> day of November, 2021 by K & G DEVELOPERS, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant":

W I T N E S S E T H:

Little River Farms Developers, LLC executed and caused to be recorded a certain Declaration of Covenants, Conditions, and Restrictions for the Little River Farms Subdivision in Book 9076, Page 696 of the Cumberland County, NC, Registry; the terms of which were amended by written instruments recorded in Book 9149, Page 361, Book 9560, Page 420, and Book 10068, Page 477 of the aforesaid Registry. (The aforesaid Declaration of Covenants, Conditions, and Restrictions for the Little Rivers Farms Subdivision, as amended, is hereinafter referred to as the "Declaration"). Little River Farms Developers, LLC, assigned its rights as developer and declarant to Declarant by Assignment of Declarants' Rights recorded in Book 10609, Page 229.

The Declaration provides that the Declarant may alter or amend the Declaration as long as Declarant owns any Lot or any portion of the Properties (as those terms are defined in the Declaration). Declarant desires to add certain property to the common area of the subdivision as set forth below.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby expressly

declares that the Declaration is amended as follows:

**"Common Area" as defined in the Declaration shall include the following:**

**BEING ALL of Lots 20, 21, 22, 23 and 24 as shown on plat entitled "LITTLE RIVER FARMS PHASE ONE SECTION TWO" recorded in Plat Book 135, Page 23, of the Cumberland County Registry.**

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURE PAGE(S) TO FOLLOW.]**

IN WITNESS WHEREOF, Declarant has set its hand and seal effective the day and year first above written.

K & G DEVELOPERS, LLC

By: Harold J. Kidd  
Harold J. Kidd, Manager

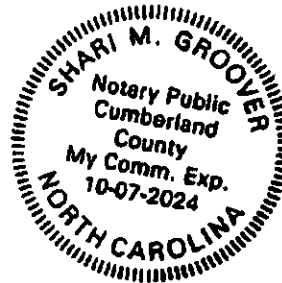
NORTH CAROLINA  
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Harold J. Kidd

Date: 11/19/2021 Shari M. Groover  
Notary Public

Shari M. Groover  
Printed or Typed Name of Notary Public

My commission expires: 10/7/24



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|--------------|--------------|
| FILED        | Dec 08, 2021 |
| AT           | 01:17:07 PM  |
| BOOK         | 11334        |
| START PAGE   | 0324         |
| END PAGE     | 0328         |
| INSTRUMENT # | 56843        |
| RECORDING    | \$26.00      |
| EXCISE TAX   | \$0.00       |

SUPPLEMENT TO AND AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
ANNEXATION INTO LITTLE RIVER FARMS SUBDIVISION

Prepared by/return to:  
Rebecca F. Person  
231 Fairway Drive  
Fayetteville, NC 28305

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

THIS SUPPLEMENT TO AND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNEXATION INTO LITTLE RIVER FARMS SUBDIVISION (this "Amendment") is made and entered into this 7<sup>th</sup> day of December, 2021 by K & G DEVELOPERS, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant":

WITNESSETH:

Little River Farms Developers, LLC executed and caused to be recorded a certain Declaration of Covenants, Conditions, and Restrictions for the Little River Farms Subdivision in Book 9076, Page 696 of the Cumberland County, NC, Registry; the terms of which were amended by written instruments recorded in Book 9149, Page 361, Book 9560, Page 420, Book 10068, Page 477 and Book 11317, Page 341 of the aforesaid Registry. (The aforesaid Declaration of Covenants, Conditions, and Restrictions for the Little Rivers Farms Subdivision, as amended, is hereinafter referred to as the "Declaration"). Little River Farms Developers, LLC, assigned its rights as developer and declarant to Declarant by Assignment of Declarants' Rights recorded in Book 10609, Page 229.

The Declaration provides that additional lots and future sections of the Little River Farms Subdivision would become subject to the Declaration after recording the plat for said new lots or

new section and recording a Supplemental Declaration that expressly made the new lots or new section subject to said Declaration. Additionally, the Declaration provides that the Declarant may alter or amend the Declaration as long as Declarant owns any Lot or any portion of the Properties (as those terms are defined in the Declaration).

Declarant is the owner of and has caused to be recorded a plat of "Little River Farms Phase II Zero Lot Line" (the "New Section") as recorded in Plat Book 147, Page(s) 144, Cumberland County, North Carolina Registry. Declarant desires the New Section as set forth above be subject to and bound by the Declaration and further desires that the said real property as shown on said plat of the New Section held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration, except as amended below.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby expressly declares that the New Section as described above be and hereby is subject to the Declaration, except as amended herein:

1. Annexation of Additional Lots.

- a. All references to a recorded plat in the Declaration shall include the plat of the New Section.
- b. "Lot" as defined in the Declaration shall include a numbered lot as shown on the plat of the New Section, excluding any "common area", "open spaces" or "detention basins" as may be shown on the plat, including that area labeled "CA1".
- c. "Common Area" as defined in the Declaration shall include common area and common area access as shown on the plat of the New Section; specifically including that area labeled "CA1".

2. Amendment of Article XI of Declaration.

- a. Section 1 of Article XI is hereby amended by adding the following restrictions on leasing the property:

A lease of a Lot and the residence thereon for a period of less than twelve (12) months is prohibited. A lease of an individual room within the residence or of less than the entire residence and lot is prohibited.

- b. Section 5 of Article XI is hereby amended to include the following restrictions regarding vehicles:

No ATV, minibike, dirt bike, go-kart, or other like vehicle or machinery is permitted for use throughout the community, including, without limitation, use on streets and common area within the community.

- c. Section 7 of Article XI is deleted and in lieu thereof the following is inserted:

Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the dwelling. Such maintenance obligations include, without limitation, keeping the exterior of all such improvements free of mold and mildew. If an Owner fails to maintain the Lot or the improvements thereof, the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to his Lot, each Owner shall be deemed to grant access upon the Owner's Lot and dwelling for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association or a Declarant, the charge therefor and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof. No Owner shall change the exterior design or color of the dwelling on such Owner's Lot, including the roof thereof, except in compliance with Article VIII hereof.

- d. Section 9 of Article XI is amended by the addition of the following:

In addition, notwithstanding the foregoing, political signs are not prohibited on a Lot for a period beginning 45 days prior to the day of an election and ending 8 days after election day (the "Election Period"). No more than one political sign with maximum dimensions of 24 inches by 24 inches is permitted on each Lot during the Election Period. "Political sign" shall have the same meaning as defined in NCGS §47F-3-121(2)(b)(i).

- e. Section 11 of Article XI is hereby amended to include the following clause:

No motor vehicle shall be parked in the street or street right of way except in the course of delivery, pick up, or discharge of a specific commercial duty. No motor vehicle shall be parked in or on grass, or other landscaped areas, whether on a Lot or Common Area. Notwithstanding the above, the use of the street or street right of way for vehicle parking is acceptable for visitor, overnight guests, and while entertaining if there is no available space in the driveways.

- f. Section 13 of Article XI is deleted and in lieu thereof the following is inserted:

No above ground swimming pool shall be erected, constructed, placed or permitted to remain on any Lot until the same has been approved (prior to erection, construction or placement) in writing by the Association. Any

approval from the Association will require the outside walls of the above ground pool be boxed in with wood framing at the time of erection, construction or placement in order to hide the sidewalls of the above ground pool from view.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURE PAGE(S) TO FOLLOW.]



IN WITNESS WHEREOF, Declarant has set its hand and seal effective the day and year first above written.

K & G DEVELOPERS, LLC

By: Harold J. Kidd  
Harold J. Kidd, Manager

NORTH CAROLINA  
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Harold J. Kidd

Date: 12/8/2021 Shari M. Groover  
Notary Public

Shari M. Groover  
Printed or Typed Name of Notary Public

My commission expires: 10/7/2024



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|--------------|--------------|
| FILED        | Mar 14, 2023 |
| AT           | 11:17:41 AM  |
| BOOK         | 11690        |
| START PAGE   | 0646         |
| END PAGE     | 0650         |
| INSTRUMENT # | 07590        |
| RECORDING    | \$26.00      |
| EXCISE TAX   | \$0.00       |

AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
LITTLE RIVER FARMS SUBDIVISION

Prepared by/return to:  
Rebecca F. Person  
231 Fairway Drive  
Fayetteville, NC 28305

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LITTLE RIVER FARMS SUBDIVISION (this "Amendment") is made and entered into this 10<sup>th</sup> day of March, 2023 by K & G DEVELOPERS, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant":

W I T N E S S E T H:

Little River Farms Developers, LLC executed and caused to be recorded a certain Declaration of Covenants, Conditions, and Restrictions for the Little River Farms Subdivision in Book 9076, Page 696 of the Cumberland County, NC, Registry; the terms of which were amended by written instruments recorded in Book 9149, Page 361, Book 9560, Page 420, and Book 10068, Page 477 of the aforesaid Registry. Little River Farms Developers, LLC, assigned its rights as developer and declarant to Declarant by Assignment of Declarants' Rights recorded in Book 10609, Page 229. Declarant has caused the aforesaid Declaration to be amended by written instruments recorded in Book 11317, Page 341 and Book 11334, Page 324. (The Declaration as amended is referred to as the "Declaration")

The Declaration provides that the Declarant may alter or amend the Declaration as long as Declarant owns any Lot or any portion of the Properties (as those terms are defined in the Declaration). Declarant desires to add certain property to the common area of the subdivision as set forth below.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby expressly declares that the Declaration is amended as follows:

“Common Area” as defined in the Declaration shall include the property described on Exhibit A attached hereto.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURE PAGE(S) TO FOLLOW.]

IN WITNESS WHEREOF, Declarant has set its hand and seal effective the day and year first above written.

K & G DEVELOPERS, LLC

By: Harold J. Kidd  
Harold J. Kidd, Manager

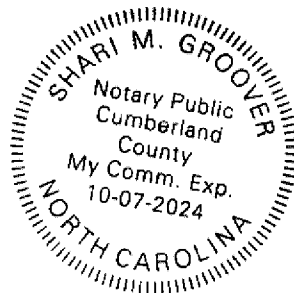
NORTH CAROLINA  
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Harold J. Kidd

Date: 3/10/23 Shari M. Groover  
Notary Public

Shari M. Groover  
Printed or Typed Name of Notary Public

My commission expires: 10/7/24



LYING in Seventy First Township, Cumberland County, in the city limits of Fayetteville, North Carolina, this subject property being bounded on the north by lands deeded and conveyed to K&G Developers LLC in Deed Book 8604, Page 666, and also shown as Lot 3 on a plat entitled "K&G Developers LLC" and recorded in Plat Book 129, Page 89; on the east by lands deeded and conveyed to Joe G. Thompson in Deed Book 2234, Page 419 and also shown as Lot 2 on Plat Book 129, Page 89; on the south by the Lot P1 of "Little River Farms Phase One, Section Three" as recorded in Plat Book 137, Page 169; and on the west by the eastern right of way margin of Maple Crest Drive (having a 50 foot public right of way), by Lot 9 of "Little River Farms Phase One, Section Three" as recorded in Plat Book 137, Page 169, by Lots 17-25 "Little River Farms Phase One, Section Two" as recorded in Plat Book 135, Page 23, and by Lots 26-30 of "Little River Farms Phase One, Section One" as recorded in Plat Book 131, Page 189. All referenced materials located in the Cumberland County Registry.

BEGINNING from a point, said point being a common property corner between the subject property, the K&G Developers property (8604-666), and Lots 29 and 30 of Little River Farms Phase One Section One, and runs thence with the common property line between the subject property and the K&G Developers property, **South 87 degrees 15 minutes 26 seconds East** for a distance of **1001.27 feet** to a point, said point being a common property corner between the subject property, the K&G Developers property, and the Thompson property;

THENCE with the common property line between the subject property and the Thompson property, **South 03 degrees 11 minutes 57 seconds West** for a distance of **702.49 feet** to a point, said point being a common property corner between the subject property, the Thompson property, and Lot P1 of Little River Farms Phase One Section Three;

THENCE with the common property line between the subject property and Lot P1, **North 86 degrees 56 minutes 36 seconds West** for a distance of **254.67 feet** to a point;

THENCE continuing with the common property line between the subject property and Lot P1, **South 48 degrees 03 minutes 46 seconds West** for a distance of **55.36 feet** to a point;

THENCE continuing with the common property line between the subject property and Lot P1, **South 03 degrees 03 minutes 46 seconds West** for a distance of **171.72 feet** to a point;

THENCE continuing with the common property line between the subject property and Lot P1, **North 86 degrees 56 minutes 14 seconds West** for a distance of **20.00 feet** to a point, said point being on the eastern right of way margin of Maple Crest Drive;

THENCE with the eastern right of way margin of Maple Crest Drive, **North 03 degrees 03 minutes 46 seconds East** for a distance of **20.00 feet** to a point, said point being a common property corner between the subject property and Lot 9 of Little River Farms Phase One Section Three;

THENCE with the common property line between the subject property and Lot 9, **North 03 degrees 03 minutes 46 seconds East** for a distance of **160.00 feet** to a point, said point being a common property corner between the subject property, Lot 9 and Lot 17 of Little River Farms Phase One Section Two;

THENCE with the common property line between the subject property and Lot 17, **North 48 degrees 03 minutes 46 seconds East** for a distance of **63.64 feet** to a point;

THENCE continuing with the common property line between the subject property and Lot 17 as well as Lot 18, **North 00 degrees 16 minutes 24 seconds West** for a total distance of **133.97 feet** to a point, said point being a bend point in the eastern property line of Lot 18;

THENCE with the common property line between the subject property and Lots 18 & 19, **North 32 degrees 12 minutes 56 seconds West** for a total distance of **152.43 feet** to a point, said point being a common property corner between Lots 19 & 20,

THENCE with the common property line between the subject property and Lots 20 & 21, **North 75 degrees 29 minutes 49 seconds West** for a total distance of **128.44 feet** to a point, said point being a bend point in the northern property line of Lot 21;

THENCE with the common property line between the subject property, Lots 21-25 and Lot 26 of Little River Farms Phase One Section One, **North 42 degrees 32 minutes 11 seconds West** for a total distance of **377.27 feet** to a point, said point being a common property corner between Lots 26 & 27;

THENCE with the common property line between the subject property and Lots 27-29, **North 57 degrees 29 minutes 52 seconds West** for a total distance of **275.01 feet** to a point, said point being the true point and place of beginning.

Subject property contains **383,031 square feet / 8.79 acres**

Together with and subject to any easements, restrictions, and covenants of record.

This description was prepared this 9th day of March, 2023 under the direct supervision of Michael J. Adams, PLS L-4491/CFS NC-075 and is based on plats and deeds of record. No physical survey performed at this time.

Basis of Bearings: Plat Book 137, Page 169