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Return To

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

MEADOW WALK AT VILLAGE GREEN

[This document is subject to that certain Amended and Restated Master Declaration for the Village Green recorded in Book 8382, Page 522, Cumberland County Registry (the "Master Declaration"; see Article XIII herein]

[In accordance with the requirements of N.C.G.S. 47F-3-121, it is noted that **THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS; THIS DOCUMENT REGULATES THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA;** see ARTICLE IV, Section 18 herein]

This Declaration of Covenants, Conditions and Restrictions for Meadow Walk at Village Green (this "Declaration") is made as of the date set forth in the below notary acknowledgement by **MEADOW WALK, LLC**, a North Carolina limited liability company (the "Declarant"); and **CAROLINA HIGHLANDS HOLDINGS, LLC**, a North Carolina limited liability company (the "Carolina Highlands").

It is noted that Carolina Highlands executes this Declaration for the sole purpose of submitting its respective property (as more particularly described herein) to the encumbrance of this Declaration, and for no other reason.

WHEREAS, the Declarant is the owner and developer of those certain seventy-nine (79) lots (the "Lots"), as well as other acreage, as shown on plat entitled "Meadow Walk Subdivision, Section I", said plat having been recorded in Plat Book 126, Page 115, Cumberland County, North Carolina Registry ("Section I Plat");

WHEREAS, Carolina Highlands is the owner of those ten (10) additional Lots, as well as other acreage, as shown on plat entitled "Meadow Walk Subdivision, Section II, said plat having been recorded in Plat Book 126, Page 116, aforesaid Registry (the "Section II Plat");

[It is noted that the Lots and all other acreage as shown on the Section I Plat and Section II Plat are hereinafter referred to as the "Subdivision"; also, the Section I Plat and Section II Plat are hereinafter collectively referred to as the "Plat"];

WHEREAS, the Declarant and Carolina Highlands wish to provide for the orderly and uniform development and governance of the Subdivision, which will be an age-restricted and occupancy-restricted community, so as to enhance the aesthetic and current and future market value thereof;

NOW THEREFORE, the Declarant and Carolina Highlands hereby declare that all of the Lots, and any other acreage, within the Subdivision shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. All of said easements, covenants, conditions and restrictions shall run with the land and shall be binding upon the Declarant and Carolina Highlands and upon any party acquiring any right, title or interest in and to any portion of the Subdivision, and shall inure to the benefit of the Declarant and Carolina Highlands (and to their successors or assignees) and to any other party acquiring any right, title or interest in and to any portion of the Subdivision.

ARTICLE I

DEFINITIONS

(a) "Association" shall mean and refer to Meadow Walk at Village Green Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns; the Articles of Incorporation of the Association are attached hereto as Exhibit A;

(b) "Board" or "Board of Directors" shall mean those persons elected or appointed and acting collectively as the board of directors of the Association;

(c) "Bylaws" shall mean and refer to the Bylaws of the Association (as such may be amended); the Bylaws are attached hereto as Exhibit B;

(d) "Common Property" shall mean and refer to all streets within the Subdivision (until such time as they may be dedicated by Declarant (or the Association) as public roadways and accepted by a governmental agency for maintenance purposes); any sidewalks; any landscaped

or wetland or other areas shown on the Plat that are not part of any Lot. The term Common Property shall also include any personal property acquired by the Association for the benefit of the Subdivision, if any. All Common Property shall be utilized for the common use and enjoyment of the Owners, their families, tenants, and guests, subject to any rules and regulations adopted by the Association;

(e) "Common Expenses" shall mean and include:

- (1) All sums lawfully assessed by the Association against the Members;
- (2) Expenses of administration, maintenance, repair, or replacement of the Common Property;
- (3) Hazard insurance, liability insurance, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase, or as the Association may deem appropriate to purchase in its fiduciary discretion;
- (4) Ad valorem taxes and any public assessment charges which may be lawfully levied against any Common Property;
- (5) Any expense for the maintenance and repair of any private drainage or other utility easements and/ or facilities which are within the boundaries of the Subdivision and which may be located upon or within the Common Property of the Subdivision and which may benefit the Subdivision and/ or any lands adjacent thereto;
- (6) The expense of maintenance and repair of all private streets, easements, landscaping, signage, and amenities within the Subdivision; or the expense of taxes or any other expense item associated with any Common Property;
- (7) The expense of all yard trimming and maintenance, and related landscaping, on the Lots, said maintenance to be performed by the Association;
- (8) The expense of any and all maintenance/ repair/ future permitting for all dam and other infrastructure, as necessary, to ensure the stability and aesthetic harmony of all water-way and wetland areas within the Subdivision;
- (9) Any expense related to security devices or personnel for the Subdivision, if applicable;
- (10) Any expenses declared to be common expenses by the provisions of this Declaration or by the provisions of the Bylaws;
- (11) Any other expenses determined by the Board, or voted upon and approved by the Owners, to be common expenses of the Association;

(f) "Declarant" shall mean Meadow Walk, LLC, a North Carolina limited liability company, and its successors and/ or assigns and/ or intended transferees. The Declarant reserves the right to transfer or convey all of its rights as Declarant pursuant to this Declaration by

recording a written notice thereof in the aforesaid Registry, said notice to be signed by the Declarant and by the transferee and to be in compliance with North Carolina General Statute 47F-3-104, as amended. It is expressly provided that any reference in this Declaration to the Declarant shall also automatically refer to the Declarant's successors and/ or assigns and/ or intended transferees, and any such successors and/or assigns and/ or transferees shall benefit from any and all Declarant rights reserved or otherwise set forth in this Declaration;

(g) "Declaration" shall mean this instrument as it may be from time to time amended, supplemented, modified or incorporated by reference;

(h) "Lot" shall mean and refer to any Lot as shown on the Plat, as such Plat may from time to time be amended or modified;

(i) "Member" shall refer to membership in the Association, and shall include the Declarant (and its designated officers, employees or agents) and all Lot Owners;

(j) "Offensive or Noxious" activity or behavior shall include but not be limited to a any behavior or activity which a reasonable person would consider to constitute a public or private nuisance, and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the Subdivision area by substantial number of the residents and overnight guests and their reasonable expectations of residential habitation within the Subdivision. Examples of Offensive or Noxious activity or behavior shall include excessively noisy behavior, grossly disrespecting the rights of others, excessively flashy or bright lights, vehicles (that are disassembled, excessively large, or excessive in number), significantly loud radio or other noise emitters, and other unreasonable behavior curtailing the reasonable pleasure of other residents in the Subdivision;

(k) "Open Space" shall mean and refer to Common Property that is identified as "Open Space" on the Plat and that is being dedicated for the use of the Association in accordance with Section 25-33 of the City of Fayetteville Subdivision Ordinance;

(l) "Owner" shall mean and refer to the Owner of any Lot as reflected by the title records of the aforesaid Registry (whether it be one or more persons, firms, associations, corporations, or other legal entities, including the Declarant). The term Owner shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; the term Owner shall also not mean or refer to any tenant of an Owner;

(m) "Period of Declarant Control" means the period commencing on the date hereof and continuing until such time as Declarant (i) no longer owns a Lot in the Subdivision; or (ii) voluntarily terminates such control by recording a memorandum evidencing same in the local Registry. The sooner to occur of (i) or (ii) above shall be conclusive in terminating the Period of Declarant Control.

(n) "Subdivision" shall mean and refer to the Meadow Walk at Village Green subdivision, which is comprised of all Lots, and all other acreage, as shown on the Plat. The Subdivision may also include any future sections of the Subdivision (in addition to the initial Lots as shown on the Plat) as the same may be developed from time to time by the Declarant.

ARTICLE II

PROPERTY AND ADDITIONS THERETO

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to this Declaration includes all of those delineated Lots and other acreage as shown on the Plat of the Subdivision.

Section 2. Other Additions. The Declarant reserves the right to unilaterally annex additional land as future sections of the Subdivision (in addition to the initial Lots as shown on the Plat), as the same may be developed from time to time by the Declarant, except that any such future sections of the Subdivision shall become subject to this Declaration only from and after the recording of a plat for any such future section and the recording of an amendment to this Declaration, which expressly makes any such new section subject to the terms of this Declaration. Any such amendment may contain such complementary additions and/or modifications of the covenants and restrictions contained herein as may be necessary or convenient, in the sole judgment of Declarant, to reflect the different character, if any, of any such new section, with any such additions and/ or modifications to apply only to said new section.

Section 3. Special Declarant Rights. Declarant reserves the following special declarant rights with respect to the Subdivision, and any future sections that may be added thereto, during the Period of Declarant Control:

- (a) To complete any and all improvements as may indicated on the Plat;
 - (b) To exercise any development right as may be reserved elsewhere in this Declaration;
 - (c) To construct and maintain any sales office, marketing and sales signage, management office or model on any of the Common Property or on any of the Lots;
 - (d) To convey, use, and benefit from easements through the Common Property, as necessary, for the purpose of developing the Subdivision or additional acreage that is annexed into the Subdivision; also, the right to convey future easements with respect to all private roadways shown on the Plat (or any future plats) for the benefit of adjacent property owners;
 - (e) To unilaterally alter the size of any Lot, to combine or merge two or more Lots, to subdivide Lots, or to alter the size or boundary lines of any portion of the Common Property;
 - (f) To use any Lot owned by Declarant (or Common Property owned by the Association) as a roadway or entrance area to any adjacent property that is intended to be developed and may (or may not) be annexed into the Subdivision by Declarant;
 - (g) To unilaterally make technical and/ or substantive amendments to this Declaration such that it fully conforms with the legal requirements of Chapter 47F of the North Carolina General Statutes (the "North Carolina Planned Community Act"), as such may be amended, or so
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as to comply with any rules or regulations of the Veteran's Administration (VA) or the Federal Housing Authority (FHA), as amended, for the purpose of ensuring the viability of VA guaranteed or FHA insured mortgages within the Subdivision;

- (h) To exercise any other special rights as reserved elsewhere within this Declaration;

Section 4. Mergers. Upon merger or consolidation of the Association with another association, its property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association; or in the alternative, the property, rights and obligation of the other association may, by operation of law, be added to the properties of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Subdivision, together with the covenants and restrictions established upon any other property, as one scheme of development. No such merger or consolidation shall effect any revocation, change or addition to the terms of this Declaration with respect to the Subdivision, including, without limitation, any maximum limits on assessments and dues of the Association, if any, or any other matter substantially affecting the interests of Members of the Association.

Section 5. Blanket Easement for Utilities. There is hereby created a blanket easement upon, across, over and under all of the Subdivision for installing, replacing, repairing, operating and maintaining any and all necessary utilities, including but not limited to storm and sanitary sewer, gas, telephone, and electricity, to service the Subdivision. By virtue of this blanket easement, it shall be expressly permissible for the utility providers and/or the Declarant to erect and maintain any necessary poles and other necessary equipment in the Subdivision, whether above-ground or underground. An easement is further granted to all police, fire protection, ambulance, postal delivery, and all other similar persons, companies or agencies to enter upon the streets, driveways and other parts of the Common Property in the performance of their duties. Notwithstanding anything to the contrary herein, it is expressly declared that no sewer, stormwater, electrical, or other utilities may be installed or relocated within the Subdivision (including on any Lot contained within the Subdivision) unless specifically authorized in writing by Declarant or by the Association (in the event that the Period of Declarant Control has expired). Should any utility provided (covered by the blanket easement herein provided) request a specific easement by separate recordable document, then either the Declarant or the Association, as the case may be, shall have the right to unilaterally grant such easement rights and execute any such document.

Section 6. Easement to Inspect and Right to Correct.

Without limiting any of other rights conferred herein, Declarant reserves for and grants to any of its general contractors (each, a "General Contractor") and to any of its approved builders, and to their designees including any of its subcontractors (each a "Builder"), the following:

- (a) A perpetual, nonexclusive easement throughout the Subdivision to the extent reasonably necessary for the purposes of access, inspecting, testing, redesigning, correcting, modifying or improving any portion thereof, including without limitation improvements located on Lots and Common Areas. A Builder and/or General Contractor shall have the unilateral right, at any time to redesign, correct modify or improve any part of the Subdivision, including Lots and Common Areas, to the extent reasonably necessary to correct any design defect, construction related

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defect, or other construction related problem; to change or improve the operational efficiency and structural integrity of any improvement located in the Subdivision; and to otherwise provide a modified, superior or enhanced product within the Subdivision; and

(b) A right of entry over any Lot upon reasonable notice to the Owner thereof. Entry into a Lot shall be only after Declarant, a Builder and/or a General Contractor (as the case may be) notifies the Owner of the Lot (or the occupant thereof) and agrees with the Owner as to a reasonable time to enter the Lot to perform such activities. Owners shall cooperate in a reasonable manner with a Builder and/or a General Contractor (as the case may be) in the exercise of its rights provided for in this Section. Entry upon the Common Areas, if any, may be made by a Builder and/or General Contractor at any time with advance notice to the Association; provided, however, in an emergency (and in order to prevent injury or material loss of property) no such notice shall be required and a Builder and/or General Contractor shall be permitted to enter upon any portion of the Subdivision without advance notice or consent.

ARTICLE III

CONSTRUCTION REQUIREMENTS; ASSOCIATION TO PERFORM MAINTENANCE

Section 1. Residential Purpose No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than a detached single family dwelling not to exceed two (2) stories in height (unless the Architectural Review Board (as defined below) approves in writing a variance permitting a structure of more or less than two (2) stories in height) and a garage and small accessory building (which may include a pool house, additional non-rentable living quarters, or guest facilities), provided such primary dwelling or accessory building does not overcrowd the Lot, as determined in the discretion of the Architectural Review Board or Board of Directors. Any accessory building may not be constructed prior to the construction of the primary dwelling.

Section 2. Multi-Family Use Prohibited No multi-family residence or apartment Lots shall be erected or allowed on any Lot; and no dwelling once approved and constructed shall be altered or converted into any type of multi-family residence or apartment Lots.

Section 3. Lot Boundaries. No Lots shall be subdivided or recombined, or boundary lines otherwise changed, except with the written consent of the Declarant (or, except with the written consent of the Association, if the Period of Declarant Control has expired), said consent to be provided or withheld in the sole discretion of Declarant (or the Association, as the case may be). The Declarant reserves the the right to unilaterally re-plat, subdivide, recombine, or otherwise modify the boundaries of any Lot(s) that Declarant continues to own for any reason.

Section 4. Declarant to Perform Construction of all Improvements, Unless Otherwise Agreed. Unless otherwise agreed in writing by Declarant, no construction may occur on any Lot at any time, unless such construction is performed by Declarant or contractor affiliate of Declarant. This rule shall apply with respect to the construction and/ or alteration and/ or remodel and/ or demolition and/ or re-construction of the primary dwelling, as well as any and all other building improvements located upon any Lot. The Declarant reserves the right to waive this requirement at any time, either conditionally or unconditionally, on a case by case basis, in

its sole and absolute discretion. Any such Declarant waiver must be in writing and must be obtained by any affected Owner prior to the commencement of any work on his or her Lot by any party other than Declarant or contractor affiliate of Declarant.

Section 5. Completion of Construction. The exterior of all dwellings and other structures must be completed within six (6) months after commencement of construction, unless a longer time is allowed by the Architectural Review Board, except where such completion is impossible or would result in great hardship to the Owner or contractor due to strikes, fires, national emergency or natural disaster. Dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During construction on any Lot, the Owner shall require the contractor to maintain the Lot or building site in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. The Owner shall be responsible for repairing at her/ her expense any damage to the streets and roadways, Common Property, or property owned by others within the Subdivision caused by the Owner's contractor (or caused by other parties providing labor or services on behalf of the Owner). All landscaping must be completed in strict accordance with the landscape plans approved by the Architectural Review Board.

Notwithstanding anything to the contrary herein, the above requirements (of this Section 5) shall only apply if and when a contractor other than Declarant (or other than any contractor affiliate of Declarant) is engaged in the construction of dwellings or other structures upon any a Lot. As such, the above requirements shall not apply to the Declarant or any contractor affiliate of Declarant.

Section 6. Construction Limitation. During construction, all vehicles involved, including those delivering supplies, must enter the affected Lot on a driveway only as approved by the Architectural Review Board so as not to unnecessarily damage trees, street paving and curbs. During construction, builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, and like items must be removed from the affected Lot by the contractor as often as necessary to keep the house and Lot attractive during the construction phase. Any such debris shall not be dumped in any other area of the Subdivision.

Notwithstanding anything to the contrary herein, the above requirements (of this Section 6) shall only apply if and when a contractor other than Declarant (or other than any contractor affiliate of Declarant) is engaged in the construction of dwellings or other structures upon any a Lot. As such, the above requirements shall not apply to the Declarant or any contractor affiliate of Declarant.

Section 7. Set-Back Requirements. The building set-back line of any dwelling or other structure constructed on any Lot shall be in accordance with the the zoning requirements of the City of Fayetteville.

Section 8. Exteriors No structure may be constructed with an exterior wall finish material of concrete, cinder block or asbestos siding shingles.

Section 9. Interior/ Exterior Maintenance to be Performed Exclusively by Association. In addition to the Association's obligation to maintain and repair all Common Property

improvements and landscaping, unless otherwise agreed by the Declarant or the Association, the Association shall also be responsible, and shall perform on an exclusive basis, any and all interior and exterior maintenance on all residential improvements located upon any Lot (not including paint or other cosmetic items), it being the intent that the Association shall provide for all material maintenance and repair needs of the Owners. Such interior and exterior maintenance shall occur on a periodic, as needed, or as-requested basis, and the expense of which shall be charged to the benefiting Lot in the form of a special assessment (as authorized by Article VIII below). The Association's interior and exterior maintenance responsibilities shall include: foundation, outer/ inner walls, roof, gutters, decks, patios, shutters, fencing, mailboxes, exterior (but not interior) painting, siding, facades, driveways, HVAC, electrical, plumbing, and/ or any and all other material, structural maintenance and/ or repair matters. Unless otherwise agreed by the Association, the Association shall have no obligation to assist within interior cosmetic changes or maintenance.

Section 10. Fences. No fence or wall shall be erected on any Lot until it has first been approved by the Architectural Review Board.

Section 11. Mailboxes. The placement design, type and color of any mailbox and its support must be approved by the Architectural Review Board. Typical approved designs will be supplied upon request.

Section 12. Architectural and Design Review.

(a) Purpose. The purpose of architectural and design review shall be to preserve the natural beauty of the Subdivision and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property.

(b) Objectives. Architectural and design review by the Architectural Review Board shall be directed towards attaining the following objectives for the Subdivision:

(1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause aesthetic disruption of the natural environment or scar natural land forms;

(2) ensuring that the location and configuration of all new structures are visually harmonious with the terrain and vegetation of the Lots, with all other structures, and with surrounding Lots, and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(3) ensuring that the architectural design of all structures, and their materials and colors, are visually harmonious with the overall appearance of the Subdivision, its history and heritage (including the original vision of Declarant with respect to the development of the Subdivision); with surrounding development; with natural land forms and native vegetation; and with development plans officially approved by the Declarant (or any governmental or public authority, if applicable) for the areas in which the structures are proposed to be located;

(4) ensuring the plans for landscaping provide visually pleasing settings for any

and all structures to be located on any Lot, and blend harmoniously with the natural landscape; and

(5) ensuring that any development, structure, building or landscaping complies with the terms of this Declaration.

(c) Architectural Review Board.

(1) The Declarant shall establish an architectural review board (the "Architectural Review Board") which shall consist of up to three (3) members. Said members shall be appointed by the Declarant until such time as the Declarant, in its sole discretion, transfers control of the Architectural Review Board functions to the Association. Any principal or principals of Declarant may comprise the Architectural Review Board during the Period of Declarant Control. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Declarant. Any member appointed by the Declarant may be removed with or without cause by the Declarant at any time, in Declarant's sole discretion, by written notice to such appointee. A successor appointed to fill any such vacancy shall serve the remainder of the term of the departing member. When control of the Architectural Review Board functions is transferred to the Association (upon the expiration or termination of the Period of Declarant Control), members of the Architectural Review Board shall be elected by the Board of Directors of the Association, and any member so elected may resign or be removed by the Board in the same manner as provided in the Bylaws of the Association for the resignation and removal of officers of the Board.

(2) The Architectural Review Board shall select its own chairman and he/ she (or in his/her absence, the vice chairman) shall be the presiding officer of its meetings. All meetings shall be held upon call of the chairman; all meetings shall be held at the offices of the Declarant (if the Period of Declarant Control has not yet expired or if the Declarant has not transferred its control over the Architectural Review Board to the Association) in Fayetteville, North Carolina or at such other places in the City of Fayetteville as may be designated by the chairman. The affirmative vote of a majority of the members of the Architectural Review Board present at the meeting at which there is a quorum shall constitute the action of the Architectural Review Board on any matter before it. The Architectural Review Board shall operate in accordance with its own rules of procedure and guidelines. If such rules of procedure and guidelines are in writing, then they shall be filed with the Association and maintained in the records of the Association.

(3) The Architectural Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, attorneys, and/or any other professional consultants as it determines necessary, to advise and assist the Architectural Review Board in performing the functions here in prescribed.

(4) The Architectural Review Board may adopt, promulgate, amend, revoke and enforce guidelines (the "Development Guidelines") for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions hereof;
- (ii) governing the procedure for the submission of such plans and specifications; and

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- (iii) establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any structure on any Lot;

The Review Board shall make a published copy of any current Development Guidelines readily available to Owners and prospective Owners upon request.

(d) Transfer of Architectural Review Authority. Upon the sale of all of the Lots within the Subdivision, the Declarant shall transfer the above-described review authority to a permanent Architectural Review Board which shall be under the control of the Association. Such transfer shall be evidenced by an amendment to this Declaration to be executed by the Declarant and to be filed in the local Register of Deeds. The Declarant is not obligated to transfer said review authority at any particular time; provided, however, that such transfer must be made no later than thirty (30) days after sale of the last Declarant-owned Lot in the Subdivision. At any time prior to the transfer of said review authority, the Declarant may allow (in its sole discretion) the Association's Board of Directors to elect one or more members to the Architectural Review Board.

(e) Review of Approval of Plans for Additions, Alterations or Changes to Structures and Landscaping No building, structure, wall, fence, sign, mailbox, tank or container, swimming pool, tennis court, volleyball court, or swing set, shall be erected or constructed; and no existing building or structure shall be modified or expanded (to include any changes to the roof and roof shingles, and to include any changes to the exterior, and to include changes to any color scheme, any exterior materials, or any exterior finishes); and no landscape work that will affect the look or appearance of the property shall be commenced, on any Lot or upon the Common Property, until the proposed building plans, specifications (including height, shape, type, nature, color, composition of exterior materials, and finish), plot plan (showing the location of such building or structure, and/or any other items listed hereinabove, drives and parking areas), landscape plan, and construction schedule have been submitted to and approved by the Architectural Review Board.

Any alteration, change or deviation from the original plans and specifications (as may have been previously approved by the Architectural Review Board) must be re-submitted to the Architectural Review Board, and such Architectural Review Board shall have the same rights to approve or disapprove any such alteration, change or deviation pursuant to its rights as contained herein.

(f) Submission of Plans; Two (2) copies of all plans, specifications and/or any related information shall be submitted to the Architectural Review Board for approval. One copy shall be retained with the files of the Architectural Review Board. The other copy shall be returned to the Owner and marked either "approved" or "disapproved." The Architectural Review Board may establish a reasonable fee from time to time sufficient to cover its expense of reviewing plans and related information at the time such items are submitted for review and to compensate any professional consultants related by the Architectural Review Board. Approvals shall be time-sensitive in nature and shall not be effective for any construction commenced more than twelve (12) months after the date of such approval, unless a different expiration time is specifically stated in the approval. Disapproved plans and related information shall be

accompanied by a statement of items found unacceptable. In the event approval of such plans and relation information is neither granted nor denied within forty-five (45) days following submission to (with written acknowledgment of receipt by) the Architectural Review Board of all of the required documents (with written request for that such items are being formally submitted for approval), then such plans shall be deemed approved. The Architectural Review Board shall have the right to disapprove any plans, locations or specifications based upon any ground which is consistent with the objectives of this Declaration, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious.

(g) Approval Not a Guarantee or Representation of Proper Design or Good Workmanship

No approval of plans, standards or specifications by the Architectural Review Board may be construed as a representation or guarantee by the Architectural Review Board that any such plans, standards or specifications, will, if followed, result in a properly designed dwelling Lot or other structure. Further, any such approvals may not be construed as a representation or guarantee by the Architectural Review Board that any dwelling Lot will be built in a good and workmanlike manner. Neither the Declarant nor the Architectural Review Board shall be responsible or liable for any defect in any plans or specifications submitted, revised or approved under this Declaration, nor for any defect in construction pursuant to any such plans and specifications. Each and every Owner shall be fully responsible for the quality and workmanship of any dwelling or other structure that is constructed upon any Lot; and each and every Owner does hereby, by acceptance of any Lot purchased within the Subdivision, agree to hold the Declarant and the Architectural Review Board harmless for any defect or other problem caused by the Owner's architect, builder or other third party related to any such plans, standards or specifications, either required by or approved by, the Architectural Review Board. The Declarant reserves the right to prohibit any builder from working in the Subdivision in the event it is determined that such builder has failed to comply with any approved plans, either intentionally or negligently. Each and every Owner hereby agrees that any exercise of such right by the Declarant with respect to any builder shall not constitute a denial of an Owner's property rights and shall not give rise to a cause of action for damages by any such Owner.

Section 13. Casualty. Any dwelling Lot or other improvement on any Lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the Lot restored to an orderly and attractive condition. If any Owner fails to commence to repair or demolish and remove same within ten (10) days after notice from the Architectural Review Board, the Association, or the Declarant, and fails to diligently continue with any such repair or demolition to completion, then the Association may do so at the Owner's expense, and such expense shall be treated as an assessment against the Lot in question and subject lien rights in favor of the Association, with the same rights and remedies in favor of the Association as set forth below.

Section 14. Remedies. If any finished dwelling Lot, structure, landscaping, or any other item subject to approval rights of the Architectural Review Board, does not comply with the submitted and approved plans and specifications, then the Architectural Review Board and/or the Association retains (i) the right to make any necessary changes at owner's expense to comply with such approved plans and specifications; (ii) the right to treat such charge or cost as an assessment; (iii) the right to file a claim of lien for any costs incurred against the Lot in question; and (iii) the further right to resort to all remedies provided under the laws of North Carolina for the recovery of such costs and the expenses of collection including without limitation, reasonable

ARTICLE IV

USE RESTRICTIONS

Section 1. Residential Use. All Lots shall be used for single-family residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any Lot unless such structure or structures is used directly (or indirectly) for single-family residential purposes with respect to such Lot.

“Single-family residential purposes” shall mean and refer to use as a place of long-term, permanent residence with respect to a dwelling Lot located upon any Lot (and shall also mean shorter-term non-permanent residence if any such dwelling Lot is leased to a tenant; however, any dwelling Lot may not be used or leased for transient or daily/ weekly rental purposes). The residential use restriction is subject to the following qualifications:

(a) Unless further restricted in the deed, the use of a portion of a dwelling Lot located upon any Lot as an office shall be considered as a permissible residential use (i) if such use does not create a significant increase in automobile or pedestrian traffic to and from the dwelling Lot; (ii) if no sign, symbol, logo or nameplate identifying such a business or professional office is affixed to or about the Lot or the entrance to the dwelling Lot; (iii) if the office use complies with residential zoning laws for the Subdivision; (iv) if the office is only incidentally used for business or professional purposes; (iv) if the Declarant or the Association, after responding to any complaint by a neighboring Owner, has not expressly requested that the subject dwelling Lot no longer be used in whole or in part as an office, said request to be in the sole discretion of the Declarant or the Association in light of any such complaint or other grounds;

(b) The use of any dwelling Lot located on any Lot as a model, or for sales or operational purposes, shall be limited to those Owners or builders granted written temporary permission for such use by the Declarant and/or the Association in its sole discretion.

Section 2. Age Restrictions; Restrictions on Occupancy. The following age restrictions and restrictions on occupancy shall apply with respect to all residential improvements that are constructed upon all the Lots in the Subdivision:

(a) All Lots are intended for the housing of persons 55 years of age or older, although younger persons are not restricted from occupying a Lot along with a person 55 years of age or older so long as such co-occupancy is in compliance with this Section 2. In addition, certain exceptions may be made pursuant as set forth herein. The provisions of this Section 2 are intended to be consistent with, and are set forth in order to comply with, the Federal Fair Housing Act (42 U.S.C. 3601 et al.), in particular the Housing for Older Persons Act amendments thereto and the corresponding Federal Regulations (collectively, the “FHA”) regarding discrimination based on familial status. Declarant, during the Period of Declarant Control, or the Association, acting through its Board, shall have the power to amend this Section 2, without the consent of the Owners (except for the Declarant, during the Period of Declarant

Control), for the purpose of making this Section consistent with the FHA, as it may be amended; the regulations adopted pursuant thereto; and any judicial decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Section 2. Otherwise, and notwithstanding any other terms and provisions herein, this Section 2 shall not be amended without the written consent of the Owners of all Lots in the Subdivision.

(b) Except as may otherwise be permitted elsewhere herein, each occupied Lot shall at all times have as a permanent occupant at least one person who is 55 years of age or older (the "Qualifying Occupant"), except that in the event of the death of a person who was the sole Qualifying Occupant of a Lot, the spouse of such Qualifying Occupant may continue to occupy the Lot provided that the provisions of the Act and the regulations adopted hereunder are not violated by such occupancy. For purposes of this Section 2, an occupant shall not be considered a "permanent occupant" unless such occupant considers the Lot to be his or her legal residence and actually resides in the dwelling on the Lot for at least six months during every calendar year or such shorter period as the dwelling is actually occupied by any person. No Lot shall be occupied by any person under the age of 18. For purposes of this Section 2, a Lot shall be deemed to be "occupied" by any person who stays overnight in the dwelling on the Lot more than 21 days in any 60-day period or more than 30 days in any 12-month period.

(c) Nothing in this Section 2 is intended to restrict the ownership of or transfer of title to any Lot; however, no Owner may occupy the Lot unless the requirements of this Section 2 are met, nor shall any Owner permit occupancy of the Lot in violation of this Section. Owners shall be responsible for (i) including a statement that the Lots within the Subdivision are intended for the housing of persons 55 years of age or older, as set forth in this Section 2, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the tenant or purchase, and (ii) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Lot. Every lease of a Lot shall provide that failure to comply with the requirements and restrictions of this Section 2 shall constitute a default under the lease.

(d) Any Owner, in writing, may request that the Board make an exception to the requirements of this Section 2 with respect to his or her Lot. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the FHA would still be met.

(e) In the event of any change in occupancy of any Lot as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Lot shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Lot and such other information as the Board may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board and provide all required information within 10 days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section 2, in addition to all other remedies available to the Association under this Declaration and North Carolina law.

(f) The Association shall maintain age records on all occupants of Lots. The Board

shall adopt and publish policies, procedures, and rules to monitor and maintain compliance with this Section 2, including policies regarding visitors, updating of age records, the granting of exemptions as may be allowed herein, and enforcement. The Association shall periodically distribute such policies, procedures, and rules to Owners and make copies available to Owners, their tenants, and mortgage lenders upon reasonable request.

(g) The Association shall have the power and authority to enforce this Section 2 in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of the Lots, requiring copies of birth certificates, or other proof of age for each occupant of the Lot to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Lot which is not in compliance with the requirements and restrictions of this Section 2. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION THREE. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot that, in the judgment of the Board, are reasonably necessary to monitor compliance with this Section 2.

(h) Each Owner shall be responsible for ensuring compliance of its Lot with the requirements and restrictions of this Section 2 and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Lot. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH OWNER'S LOT TO SO COMPLY.

Section 3. Other Buildings and Vehicles. No mobile home, trailer, manufactured home, double-wide or modular home, tent, barn, shed, or other similar out-building, or structure shall be placed on any Lot at any time, either temporarily or permanently, without prior approval from the Architectural Review Board; and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No boat, boat trailer, camper, commercial truck, privately owned golf cart (whether licensed or unlicensed), utility trailers may be maintained on any Lot without prior written approval of the Architectural Review Board. The term "commercial truck" as used herein is intended to refer to a commercial truck vehicle intended primarily for transporting business goods and equipment, and which is primarily used in a trade or business (and not merely as a means of transportation), or any truck which displays commercial signage or similar business logo on its exterior. The term "commercial truck" is not intended to prohibit any dual-purpose truck vehicle, such as sport-utility vehicle, sports truck, and truck of one-half (1/2) ton or less, or similar attractive vehicle driven and maintained primarily as a means of transportation that does not have exposed commercial signage or similar business logo (other than discreet signage or logo as may be approved by the Architectural Review Board) and does not have exposed business goods or equipment.

Section 4. Unsightly Conditions. Each Owner shall be responsible for (i) preventing the accumulation of litter, trash, and rubbish on his/ her Lot; (ii) preventing any unclean or unsightly condition on his/ her Lot (either before, during or after construction of any dwelling

Lot or other structure, except with respect to on-going construction activity being performed by Declarant or Declarant's contractor affiliate), to include the obligation to adequately maintain any structure located on his/ her Lot; (iii) preventing any condition which may tend to substantially decrease the beauty of the Subdivision as a whole or the specific area with the Subdivision in which his/ her Lot is located; and (iv) ensuring that trash and/ or recycling dumpers are promptly removed from the street curbing (to a visibly discreet location beside or behind the primary dwelling located upon his/ her Lot) within twenty-four (24) hours of any regularly-scheduled municipal trash pick-up.

The Association shall be responsible for keeping the grass, weeds, plants and other vegetation on his/her Lot well trimmed and maintained at all times, free of unsightly leaves and other debris.

Section 5. Offensive or Noxious Activity. No Offensive or Noxious activity shall be tolerated upon any Lot, or upon the Common Property, within the Subdivision; nor shall anything be done thereon tending to cause embarrassment, discomfort, endangerment, annoyance, or nuisance to the community.

Section 6. Hazardous Activity. No portion of the Subdivision shall be used by any Owner or other party in such manner which would increase the hazard of fire on any other part of the Subdivision or any adjoining property. No activity shall be conducted within the Subdivision which may cause pollution or the threat of pollution, including but not limited to the storing of toxic chemicals, fuels or other similar substances. Any underground storage of any substance (including any fuel used for any dwelling Lot within the Subdivision) is subject to the prior approval from the Architectural Review Board.

Section 7. Junk Vehicles. No automobile or motor vehicle may be dismantled within the Subdivision. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on any Lot or street in the Subdivision for a period to exceed ten (10) calendar days. No junked cars shall be placed or allowed to remain on any Lot or elsewhere within the Subdivision.

Section 8. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building or within a screened area, or buried underground; provided, however, that approval for such underground storage tank must be obtained in advance from the Architectural Review Board. Nothing contained herein shall prevent the Declarant and/ or the Association from erecting, placing or permitting any tank, or other apparatus, within the Subdivision for utility or other service purposes.

Section 9. Antennas. No television antenna, satellite dish, radio receiver or sender or other similar device larger than eighteen (18) inches in diameter shall be installed upon any Lot or attached to the exterior portion of any dwelling Lot or other structure located on any Lot; however, any such device, as well as the placement of such device, shall be subject to prior approval of the Architectural Review Board and shall be placed such that the device is not visible from any street within the Subdivision at any time of year. The Architectural Review Board shall have the authority to deviate from the above-referenced eighteen (18) inch size requirement (so as to tighten or so as to loosen said restriction), with any such deviation to be in the sole discretion of the Architectural Review Board. In addition, no radio or television signals, or any

other form of electromagnetic radiation, shall be permitted to originate from any dwelling Lot or Lot which may unreasonably interfere with the reception of television or radio signals upon any other property within the Subdivision. Notwithstanding anything to the contrary herein, it is expressly provided that the provisions of this section shall not prohibit the Declarant from installing equipment necessary for a master antenna system, security system, cable television system, mobile radio system, and/ or any other similar system within the Subdivision; and

Section 10. Sound Devices. No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon any Lot. The playing of loud music within a dwelling Lot or other structure located upon any Lot shall be considered an Offensive and Noxious activity and shall not be permitted at any time.

Section 11. Lights. The design and location of all exterior lighting fixtures shall be subject to the prior approval of the Architectural Review Board. Such exterior lighting fixtures, as well as any other illumination devices (including but not limited to Christmas, Halloween, or other seasonal lighting/ ornamentation) shall not be located, directed, or be comprised of such intensity, so as to cause the nighttime environment of any adjacent property within the Subdivision is adversely affected.

Section 12. Laundry. In order to preserve the aesthetic features within the Subdivision, each Owner, his/ her family, his/ her guests, or his/ her tenants, shall not hang laundry from any area within or outside a dwelling Lot if such laundry is within the public view. This provision may, however, be temporarily waived by the Declarant or by the Architectural Review Board during periods of severe energy shortages or other conditions where enforcement of this section would create a hardship.

Section 13. Boats. Any boat or boat trailer is not allowed to be parked or stored on any Lot at any time, unless any such boat or boat trailer is stored within a garage and hidden from view at all times. If any such boat or boat trailer is stored within a garage, then garage door must remain fully shut at all times. In addition, any boat or boat trailer is not permitted to be parked or stored on the Common Property within the Subdivision.

Section 14. Vegetable Gardens. A vegetable garden will be permitted provided it is (i) located behind any dwelling located upon a Lot; (ii) not visible from the street; and (iii) and does not exceed the lesser of (a) three hundred (300) square feet, or (b) one-half of the Lot's open (backyard) area behind any such dwelling.

Section 15. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured within the Subdivision except that a reasonable number of common household pets such as dogs and cats may be kept in a dwelling Lot located on any Lot. No dangerous dogs or other animals shall be allowed within the Subdivision at any time. In order to preserve the aesthetic qualities of the Subdivision, to maintain sanitary conditions, and to maintain a proper respect for other Owners and users of the Common Property, each person who keeps a pet within a dwelling Lot shall abide by the following rules and regulations:

- (i) No pet may be kept, bred, or maintained for any commercial purpose;
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- (ii) The owner of any pet shall exercise best efforts to not allow the pet to excrete upon any Lot owned by others, or to excrete in any area within the Subdivision (including the Common Property) which is regularly traversed by pedestrians;
- (iii) The owner of any pet shall use a scoop or other means to clean up any solid fecal waste left by their pet upon any Lot owned by others or upon the Common Property;
- (iv) The owner of any pet shall not allow such pet to roam unattended within the Subdivision, and each pet owner must leash their animal at all times (when such animal is not fully contained within the pet owner's Lot by fence, invisible fence or otherwise);
- (v) The owner of any pet which barks or makes any noises which might be reasonably expected to disturb other Owners shall muzzle such animal;
- (vi) All pets shall be housed in the dwelling Lot, or within fenced yards or pens as approved by the Architectural Review Board;
- (vii) Any other regulations adopted from time to time by the Architectural Review Board or the Association.

The breach of any of any provision within this section shall be considered Offensive and Noxious activity that constitutes a nuisance. The Declarant and/or the Association reserves the right to remove a pet or other animal that constitutes a nuisance from any Lot.

Section 16. Streets. In order to provide for safe and effective regulation of traffic, the Declarant and/or the Association may promulgate from time to time parking and traffic regulations as they relate to conduct on, over and about the streets in the Subdivision. These regulations shall initially include, but shall not be limited to, those set out below and the Declarant and the Association reserve the right to adopt additional regulations, or to modify previous regulations, from time to time, and to enact any such additional regulations or modifications thirty (30) days after mailing notice of same to the record Owners of all Lots. The initial regulations are as follows:

- (a) No golf carts (whether licensed or unlicensed) may be operated in the streets of the Subdivision, except as otherwise permitted by the Architectural Review Board;
 - (b) No motorcycles, motorbikes or all-terrain vehicles of any kind may be operated on the streets within the Subdivision, unless they are (i) street legal; (ii) are in compliance with all North Carolina vehicle licensing laws; (iii) are operated by licensed drivers; and (iv) are not operated in a manner constituting a nuisance;
 - (c) No vehicles may be parked on the streets within the Subdivision, other than on a limited, temporary basis (but not to exceed twelve (12) consecutive hours and not to include overnight parking). All household and other vehicles must be parked in the driveway or garage of any Lot. Violators are subject to having their vehicles towed away and shall be required to pay the cost of such towing and storage before their vehicle may be recovered. The act of towing
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any such vehicle shall not be deemed a trespass or a violation of any Owner's property rights;

The Declarant and/ or the Association reserves the right to dedicate the streets within the Subdivision for public use and public maintenance in either party's discretion.

Section 17. Insurance; Waste. Nothing shall be kept, and no activity shall be conducted, on any Lot or Common Property within the Subdivision which will increase the rate of insurance applicable to the dwelling Lots or other structures located upon all Lots. No Owner shall do or keep anything, nor cause or allow anything to be done or kept, on his/her Lot or on the Common Property, which will result in the cancellation of insurance on any portion of the Subdivision, or the Lots therein, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Property.

Section 18. Signs. No signs or ornaments shall be erected or maintained on any Lot or elsewhere within the Subdivision by anyone including, but not limited to, any Owner, a realtor, a contractor, or subcontractor, except with the written permission of the Architectural Review Board, said permission to be granted or withheld in the Architectural Review Board's sole discretion. If such permission is granted, the Architectural Review Board reserves the right to restrict size, color and content of such signs, including, but not limited to, all 'for sale' and 'for rent' signs. No political signs, including, but not limited to, political candidate signs during any election season, may be erected or maintained on any Lot or elsewhere within the Subdivision. Notwithstanding the above, the Declarant and/ or the Association may erect signage within the Subdivision in its discretion for marketing or other purposes. Finally, notwithstanding the above, this provision shall not restrict the right of an Owner to display the flag of the United States or the State of North Carolina on her/ her Lot, as long as the dimensions of any such flags are no larger than four feet by six feet (4' x 6'), unless otherwise agreed in writing by the Architectural Review Board. Notwithstanding the above, the dimensions of any flag pole that is erected for the purpose of displaying any of said permitted flags, shall be subject to the prior approval of the Architectural Review Board.

Section 19. Water and Sewage. No private water wells or septic tanks may be drilled or maintained by any Owner so long as the Declarant (its contractors, or the City of Fayetteville and/or the Public Works Commission) has installed public water and sewer distribution lines to all Lots. No sewage or other pollution shall be emptied or discharged into any creeks or other natural areas within the Subdivision at any time.

Section 20. Firearms; Hunting Prohibited. There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted within the Subdivision.

ARTICLE V

ENVIRONMENTAL CONTROLS

Section 1. Topography and Vegetation. Topographic and vegetation characteristics of a Lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Architectural Review Board. Written approval generally will be

granted for a minimum and reasonable amount of earth movement and vegetation reduction as may be required by plans and specifications approved pursuant to the terms of this Declaration.

Section 2. Tree Planting and Removal; Landscape Alterations. No trees may be planted upon any Lot without the advance written approval of the Architectural Review Board; and, no trees may be removed from any Lot without the advance written approval of the Architectural Review Board. Additionally, no Owner of any Lot may alter the landscaping of any Lot without the advance written approval of the Architectural Review Board.

Section 3. Erosion/ Landscaping Controls; Right of Entry of Declarant and Association. To implement effective and adequate erosion control and protect the beauty of the Subdivision, the Declarant and/ or the Association (and their agents) shall have the right to enter upon any Lot, before or after a dwelling Lot or other structure has been constructed thereon) for the purpose of performing any corrective grading, landscaping or erosion mitigation work.

The Declarant and/ or the Association (and their agents) shall have the right to enter upon any Lot on which a dwelling Lot or other structure has been (or has not been) constructed and upon which a landscaping plan has either not been implemented or has not been implemented correctly (in conformity with a landscaping plan approved by the Architectural Review Board). If the Declarant and/ or the Association concludes in their discretion that the appearance of any Lot detracts from the overall beauty and appearance of the Subdivision, where the appearance of such Lot is caused by Owner actions that were not approved in advance by the Architectural Review Board, then, the Declarant and/ or the Association (and their agents) shall have the right of entry upon any such Lot for the purpose of cutting, trimming, pruning, any removing any trees, vegetation, and related landscape fixtures, and for the purpose of improving and/or correcting the landscaping on any such Lot; provided, however, that prior to exercising such right to enter upon any Lot for such purpose, the Declarant and/ or the Association, as the case may be, shall give any affected Owner the opportunity to take any necessary corrective action required by giving such Owner notice indicating what type of corrective action is required and specifying a timeline in which such corrective action must be taken by such Owner.

The expense for any such work performed by the Declarant and/ or the Association (or their agents) shall be the responsibility of the Owner of the affected Lot. Such expense shall be considered an assessment and shall be a lien upon said Lot in favor of the Association.

The provisions of this section shall not be construed as an obligation on the part of the Declarant and/ or the Association to do any work or to provide any corrective action on any Lot.

Entrance upon any Lot by the Declarant and/ or the Association pursuant to the authority contained in this section shall not be deemed a civil or criminal trespass. The rights reserved unto the Declarant and/ or the Association herein shall be used only where necessary so as to properly enforce the terms of this Declaration for the benefit of the Subdivision and the Owners of all Lots located therein.

Section 4. Environmental Hazards. To secure the natural beauty of the Subdivision, the Declarant and/ or the Association may promulgate rules and regulations which shall govern activities which may be environmentally hazardous, such as the application of fertilizers and pesticides and other chemicals upon any Lot. Failure of any Owner within the Subdivision to

comply with the requirements of any such rules and regulations shall constitute a breach of the terms of this Declaration.

The Declarant hereby reserves unto itself and the Association a perpetual, easement and right on, over and under all Lots and Common Property within the Subdivision in for the purpose of taking any action necessary to effect compliance with any federal, state or local environmental rule, regulation and covenant. The cost of any such action by the Declarant or the Association shall be reimbursed as a Common Expense of the respective Owners of the affected property within the Subdivision upon which the work is performed.

Section 5. Further Siting Authority. To prevent excessive stormwater run-off or drainage resulting from any improvements to Lots or other property within the Subdivision, the Declarant and the Architectural Review Board hereby reserve the right to establish a maximum percentage of property which may be covered by a dwelling Lot, patio, driveway or other structure. In the establishment of such maximum percentage, the Declarant shall consider topography, percolation rate of the soil, soil type and condition, vegetation cover and other relevant environmental factors. Neither this, nor any other right reserved herein by the Declarant, shall be construed, however, to be an obligation of the Declarant to take any action.

Section 6. Erosion in Open Space, Common Property and Restricted Common Properties. The Declarant and/ or the Association shall have the right, but, shall not be obligated, to protect all Common Property from erosion, such as by planting trees, plants, and shrubs where and to the extent necessary or by other mechanic means. The right is likewise reserved to the Declarant and/ or the Association to take any step necessary within Common Property to provide and insure adequate drainage ways, to cut fire breaks, and to remove diseased, dead or dangerous trees and brush, the expense of which shall be an assessment against the Owners of all Lots.

Section 7. Mineral Extraction. No drilling, quarrying or mining operations of any kind; nor oil, gas or mineral exploratory activity, shall be permitted upon, in, or under any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other natural resources shall be erected, maintained or permitted upon any Lot; nor shall sand, clay, or other materials be mined or removed from any Lot for use elsewhere.

Section 8. Streetlighting. Streetlighting for the Subdivision shall be provided by the City of Fayetteville and/or Public Works Commission.

Section 9. Dumping Prohibited. No dumping of trash, garbage, sewage, sawdust, yard waste, unsightly or offensive material, or any other debris shall be placed upon the Common Property or other areas of the Subdivision, except as is temporary and incidental to the bona fide construction on or improvement of the Subdivision.

Section 10. Open Space Restrictions; Open Space Easement. So as to comply with Section 25-33 of the City of Fayetteville Subdivision Ordinance, it is hereby declared that (i) the Open Space shall be used only for park, recreation and/ or open space purposes; (ii) the Open Space shall be deeded to the Association as part of the Common Property; and (iii) the Association shall be responsible for the continuing upkeep and proper maintenance of the Open Area for park, recreation, and/ or open space purposes. Also, it is hereby declared that an

easement of ingress, egress, and regress is hereby reserved across any and all portions of Open Space that have been designed by Declarant for purposes of a pathway or walk-way.

ARTICLE VI

THE ASSOCIATION- MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall automatically be a Member of the Association. The Declarant shall be a Member of the Association during until the latter to occur of the (i) termination of the Period of Declarant Control; or (ii) when the Declarant no longer owns a Lot in the Subdivision.

Section 2. Voting Rights. The Association shall have one type of regular voting membership. Each Member shall be entitled to one (1) vote for each Lot he/she owns; however, if an Owner constructs a dwelling Lot on more than one (1) Lot, the Owner shall have only one (1) vote for said dwelling Lot (and shall have no additional vote for each additional Lot that comprises a part of the total consolidated yard or building site, so long as any such additional Lot remains a part of the total consolidated yard or building site).

If any Lot is titled in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenancy by the entireties, or in any other manner of joint or common ownership, then any such joint or common Owners are entitled to one (1) collective vote for such Lot; and said joint or common Owners must unanimously agree on how to cast said one (1) vote in order for said vote to be cast on behalf of said Lot. The Association may conclusively rely upon any one (1) of the joint or common Owners of any such Lot with respect to determining how the one (1) vote is intended to be cast for any such Lot, as long as the acting officers of the Association do not have actual knowledge that there is a dispute with respect to how such vote should be cast. If there is a dispute that cannot be timely resolved by the joint or common Owners of any such Lot (amongst themselves), then the Association shall have the authority, in its sole discretion, to disqualify any such Lot from casting its vote, such that the Association may conduct its business in a timely manner.

Section 3. Composition of Board. The Association shall be governed by a Board of Directors. The number of members of the Board of Directors shall be as provided for in the Bylaws. The Declarant shall have the right to appoint and remove all members of the Board of Directors (and to appoint and remove all officers of the Association) during the Period of Declarant Control.

Section 4. Cumulative Voting Prohibited. Each Member shall be entitled to as many votes as equals the number of votes he/ she is ordinarily entitled to, multiplied by the number of Board members to be elected, but may not cast all of such votes for any one (1) Board member and must distribute them among the number to be voted for, and all votes must be cast in whole numbers and not fractions thereof. It is the intent of this Section 4 to prohibit cumulative voting.

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Members' Easement of Enjoyment in Common Property. Subject to the provisions of this Declaration, any additional rules and regulations of the Association, and any fees or charges established by the Association, every Member and every tenant and guest of such Member shall have a right of enjoyment, and is hereby vested with a non-exclusive easement of ingress, egress and regress, in, over, and upon the Common Property, including all private streets within the Subdivision, and such easement rights shall be appurtenant to and shall pass with the title of every Lot. In addition, every Member and every tenant and guest of such Member shall be vested with a non-exclusive easement of ingress, egress and regress over Fordham Drive (and any other streets within the larger Village Green master community that are owned by the Village Green Master Association, Inc.), so as to provide full access to a public right-of-way, pursuant to Article II, Section 1 and Article III, Section 1 of the Master Declaration.

Section 2. Title to Common Property. The Declarant covenants for itself, its successors or assigns, that, upon the completion of the streets and infrastructure development within the Subdivision, it shall convey any platted Common Property to the Association within a reasonable period of time by warranty deed. The Common Property shall be conveyed to the Association subject to: (i) all easements, restrictions, covenants, and conditions of record as of the date of such conveyance, including the terms of this Declaration; and (ii) any existing mortgages or other liens; provided, however, that in no event shall the Association be obligated to assume any indebtedness related thereto.

Section 3. Extent of Member Easements Rights. The rights and easements created hereby shall be subject to the following:

(a) the right of the Association to borrow money from the Declarant (or any other lender) for the purpose of improving and/or maintaining the Common Property (and providing services as may be authorized herein) until such time as the Association is adequately capitalized;

(b) the right of the Association, pursuant to the limitations and procedures set forth in North Carolina General Statute 47F-3-107.1 (as such may be amended), to suspend the rights and easements of enjoyment of any Member (or any tenant or guest of any Member) (but not to impede access to and from any Member's Lot) for the non-payment of any delinquent assessment against any Lot or for any infraction of the Association's published rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;

(c) The right of the Association to place reasonable restrictions upon the use of the Association's streets, including but not limited to the types and sizes of vehicles permitted to use said streets, the maximum and minimum speeds of vehicles using said streets, all necessary traffic and parking regulations, and maximum noise levels of vehicles using said streets. The fact that any such restrictions on the use of the streets may be more restrictive than the laws of any state or local government having jurisdiction over the Subdivision shall not make such

restrictions unreasonable;

(d) any other special Declarant rights as may reserved elsewhere in this Declaration.

Section 4. Walkway Easement; Pedestrian Access; Slope Easement; Additional Declarant/ Association Rights. All Members, as well as other owners, residents and guests in the larger Village Green master-development (but not to include the general public), shall have, and are hereby granted, a pedestrian easement of ingress, egress, and regress along the improved walkway (the "Walkway") that abuts the pond/ stream/ wetland area and which is located within the Open Space.

It is intended that the Walkway shall be entirely located within the Open Space and Common Property; however, an easement is hereby reserved along the pertinent boundary line of any Lot that abuts any Open Space and Common Property (in the immediate vicinity of the Walkway), as reasonably necessary, to accommodate any encroachment of said Walkway upon any Lot (and, in the event of such encroachment, to allow for such pedestrian easement of ingress, egress, and regress along such improved Walkway, as well as the maintenance and repair and possible future relocation of said Walkway by the Association). An additional easement is reserved in favor of the Declarant and/ or the Association over any abutting Lot so as to maintain any slope related to the design and/ or improvement and/ or landscaping of the Walkway, Open Space, and/ or Common Property.

Additionally, an easement of ingress, egress, and regress, the purpose of which is provide pedestrian access to and from the Walkway from select points within the Subdivision, is hereby reserved across those certain areas shown on the Plat as "Trail Access Easement". Also, it is noted that if the Declarant and/ or the Association elect(s) to improve the area between Lots 62 and 63 (labeled on the Plat as "20' Storm Easement"), and/or the area between Lots 73 and 74 (labeled on the Plat as "20' Storm Easement"), to accommodate additional pedestrian access to the Walkway, then such storm easement areas shall also become subject to a pedestrian easement for purposes of access to and from the Walkway; and such Declarant and Association rights (to create such additional easements) are hereby reserved.

Section 5 – Shared Drive Easement. A non-exclusive easement is hereby reserved in favor of all contiguous Lot owners, across those certain shared driveways which are located within those areas shown on the Plat as "20' Shared Drive". The Association shall be responsible for maintaining and repairing any and all driveway improvements located within said easement area, and all expenses related thereto shall be considered limited Common Expenses and shall be assessed by the Association against the benefiting Lot owners.

Section 6 – Stormwater Easements; Utility Easements; Stormwater Pond Access Easement. Stormwater easements, utility easements, and a stormwater pond access easement are hereby reserved, the locations of which are shown on the Plat.

Section 7 – Stormwater Easement Rights in favor of Adjacent Land; Irrigation Easement. The Declarant hereby reserves a stormwater drainage easement within all pond, stream and wetland areas of the Subdivision (located within Open Space or other Common Property of the Subdivision), for itself and/ or its assignees, so as to benefit any and all acreage and future

development that is, or may become part of the Village Green master planned community, of which the Subdivision is a part, as particularly described in the Master Declaration (as defined in Article XIII), including the right to install additional retention pond infrastructure, as reasonably required by the City of Fayetteville or otherwise. Specifically, and without limitation, the Declarant reserves all such stormwater drainage easement rights within all pond, stream and wetland areas of the Subdivision (located within Open Space or other Common Property of the Subdivision), for the benefit of that certain 19.05 +/- acre parcel currently owned by the Shoppes at Village Green, LLC (the "Shoppes Parcel"), as well as any other parcels within a one (1) mile radius of the Subdivision, in the sole discretion of Declarant, said rights to include an easement in favor of Declarant and/ or its assignees for all stormwater drainage that results from the full development of said parcels, regardless of whether or not said parcels are annexed into the Village Green master planned community. Notwithstanding anything to the contrary in this Declaration, the owner of the Shoppes Parcel shall have full responsibility for maintaining and repairing the large detention pond (which is labeled on the plat as "Stormwater Pond Area - 40,839 SF, 0.94 AC"), at its own expense, in accordance with the requirements of the City of Fayetteville; and the Declarant and/ or the Association shall not have any responsibility for the expense thereof. Also, Declarant hereby reserves an access easement across the Subdivision, as reasonably necessary, for the benefit of the owner of the Shoppes Parcel for the purpose of any such maintenance and repair.

Additionally, the Declarant hereby reserves easement rights across the Common Property and Lots of the Subdivision, as reasonably necessary in the sole discretion of the Declarant and/ or the Association, with regard to irrigation piping and irrigation water flow, as such may benefit the larger Village Green master planned community and/ or the Subdivision.

Section 8 – Additional Rights of Declarant and/ or Association. The Declarant and/ or the Association shall have the right to create additional easement rights within the Subdivision, across the Common Property or across any undeveloped portion of any Lot, but only as reasonably necessary (as determined in the sole discretion of the Declarant and/ or the Association, as the case may be) for the benefit of the larger Subdivision and/or the larger Village Green master community; and such additional rights are hereby reserved.

Section 9 – Additional Easement Rights as set forth in Master Declaration. The subdivision is additionally subject to certain easement rights as may be set forth in the Master Declaration,

Section 10 – Private Functions upon Common Property. No private function, including but not limited to, any wedding, private party or other event of an exclusive nature, shall be held on any portion of the Common Property, except with the advance written consent of the Board of Directors of the Association, said consent to remain in the sole and absolute discretion of the Board at all times.

ARTICLE VIII

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of

a Lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association: (1) periodic assessments (to be paid annually or monthly, in the discretion of the Association) or charges which are for Common Expenses; (2) special assessments for extraordinary maintenance and capital improvements (including, but not limited to, repair/ replacement/ redesign/ re-permitting of any dam infrastructure or related matters); (3) special assessments for exterior and interior maintenance with respect to any Lot; and (4) a pro rata share of any assessment levied by any governmental tax authority for public improvements to the Subdivision. All assessments, together with interest and costs, and reasonable attorneys' fees for collection, shall be a charge on the land and shall be a continuing lien upon each and every Lot. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due. The personal obligation for the delinquent assessments shall not pass to an Owner's successors in title unless such delinquent assessments are expressly assumed by them; however, any lien as referenced above shall run with the title to each Lot.

The Association shall also have the authority, through the Association to establish, fix and levy a special assessment on any Lot to secure any and all fines levied against any Owner (and owed to the Association) arising from breach by any Owner of the provisions of this Declaration.

Each Owner covenants to pay each and every assessment levied by the Association within ten (10) days of the due date as established by the Association; and further covenants that if such assessments are not be paid within thirty (30) days of the due date, the payment of such assessments shall be in default, and the amount thereof shall become a lien upon said Owner's Lot, as provided herein, and shall continue to be such lien until paid in full.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the paying for the Common Expenses or other authorized expenses of the Subdivision. The Association is authorized to devote a portion of the collected assessments toward a working capital or reserve fund for the benefit of the Association.

Section 3. Amount of Assessment.

(a) Criteria for Establishing Periodic Assessment. In establishing the periodic assessment for any year, the Board of Directors shall consider all anticipated expenses of the Association, any accrued debts, and reserves for future needs;

(b) Board Authority. Until such time as the Board affirmatively establishes an initial assessment, the assessment shall be zero dollars (\$0.00);

(c) Special Declarant Rights. The Declarant reserves the right to not pay periodic or special assessments on any Lot owned by Declarant, as long as Declarant is marketing any such Lot for sale (whether improved or unimproved) to a builder or third party. In addition, the Declarant reserves the right to waive assessments against Lots owned by builders, as long as such builders are constructing a dwelling Lot upon any such Lot and/or marketing any such Lot for sale, said right to be exercised in the sole discretion of the Declarant.

Section 4. Special Assessments for Capital Improvements; Interior/ Exterior

Maintenance. In addition to the periodic assessments authorized above, the Association may levy, in any assessment, year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, repair or replacement of a capital improvement upon the Common Property (including, but not limited to, dam infrastructure repair/ replacement/ redesign/ re-permitting); the cost of any unanticipated or extraordinary repair or maintenance; the cost of any requested or necessary interior or exterior maintenance on any Lot (however, it is noted that any such special assessment for this purpose shall be assessed against the benefited Lot only); or the cost of any other item that is a Common Expense; provided, any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose; however, such vote of the Members shall not be required in order for the Association to levy any special assessment during the Period of Declarant Control; nor shall such vote of the Members be required for any special assessment against any Lot due to any requested or necessary interior or exterior maintenance on any such Lot). In addition, notwithstanding the above, as long as the Declarant continues to own a Lot within the Subdivision, no special assessment approved by the Members as set forth herein shall be binding upon the Declarant, unless and until the Declarant has approved any such special assessment. In addition, notwithstanding the above, if any municipality or government agency is requiring repair/ replacement/ redesign/ re-permitting of the dam infrastructure, then the Association shall have discretion to enact a special assessment to cover the required expense thereof (without the requirement that the Members approve said assessment), and the Association shall be required to do such work as required by such municipality or government agency.

Section 5. Replacement Reserve. From the periodic assessment for Common Expenses, the Board shall have the authority in its discretion to create and to maintain a working capital or reserve fund for the purpose of defraying the expense of the maintenance, repair, and replacement of streets or other capital improvements located upon the Common Property.

Section 6. Notice and Quorum For Any Action Authorized Under Section 4. Notice and quorum requirements with respect to any action authorized under Section 4 above shall be as set forth in the Bylaws of the Association.

Section 7. Uniform Rate of Assessment. Both periodic and special assessments must be fixed at a uniform rate for all Lots.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the passage of a resolution by the Association duly establishing same. The first periodic assessment (if collected on an annual basis) shall be adjusted according to the number of months remaining in the calendar year. Written notice of any change in the periodic assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of any such change. The due dates shall be established in the discretion of the Association. The Association shall, upon demand, and for a reasonable charge if it deems appropriate, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment payments on a Lot shall be binding upon the Association as of the date of issuance.

An Owner (other than Declarant or any affiliate of Declarant) shall become liable for

assessments upon taking title to any Lot. In addition, upon the closing of the purchase of any Lot, the Owner shall pay an amount equal to two-twelfths of the then current annual assessment to the Association as a working capital contribution, and such amount shall not be credited toward payment of the regular assessment amount.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Subject to the provisions of the North Carolina Planned Community Act, any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall bear interest from the date in which said assessment became delinquent at the rate of one and a half percent (1.5%) per month (or, 18% per year) (subject to a higher or lower rate of interest, as may be subsequently approved by the Association, and in accordance with applicable laws). In addition to charging interest on any delinquent assessment, the Association may impose a fee for late payment of assessments, not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of the assessment installment that is unpaid, subject to increase as may be provided in the North Carolina Planned Community Act. The Association may bring an action at law against the Owner personally obligated to pay the same for the amount of the delinquent assessment (plus interest, costs, late payment charges, and reasonable attorneys' fees), or the Association may foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Property or abandonment of his/her Lot.

The lien herein granted unto the Association shall be enforceable from and after the time of recording a claim of lien in the Office of the Clerk of Superior Court of Cumberland County, which claim shall state the description of the Lot encumbered thereby, the name of the record owner, the amount due and date when due. The claim of lien may be filed by the Association any time after thirty (30) days after the due date of the assessment (or any installment thereof), and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been paid in full. Any such claim of lien shall include all assessments which are due and payable when the claim of lien is filed (plus interest, costs, late payment charges, and reasonable attorneys' fees). Such claims of lien shall be signed by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the claim of lien shall be cancelled of record by the Association with the Office of the Clerk of Superior Court.

The rights granted herein are subject to the North Carolina Planned Community Act, and all such rights shall be subject to automatic expansion, as the provisions of such Act may allow from time to time.

Section 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage lender and the lien for ad valorem taxes on any Lot. The sale or transfer of any Lot shall not affect any assessment lien, and such lien shall run with title to any Lot against to which any such lien has attached. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or a tax foreclosure, or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer, but shall not abate the personal obligation of the prior Owner. No sale or transfer shall relieve such Lot from liability for any assessments becoming due after such sale or transfer, or from the lien thereof.

ARTICLE IX

FUNCTIONS OF ASSOCIATION

Section 1. Authorized Services. The Association shall be authorized to provide the following services:

(a) to maintain and repair the Common Property and all improvements located thereon (specifically including, but not limited to, all roadways, walkways, landscaped areas, signage, utility infrastructure; stormwater drainage infrastructure; and all dam/ retention facilities (including required hardware) related to all ponds, streams and wetland areas (even if such ponds, streams and wetland areas are located on any portion of any Lot);

(b) to perform all interior and exterior maintenance and repair upon any and all residential improvements located on the Lots (as specifically provided in Article III, Section 15);

(c) to perform any and all services necessary or desirable to carry out the obligations and business activities of the Association as may be reasonably required or inferred by the terms of this Declaration or by the terms of the Bylaws;

(d) to take any and all actions necessary to enforce the terms contained in this Declaration, including but not limited to fining and providing appropriate due process with respect to any Owner, for violating any such terms;

(e) to elect members of the Architectural Review Board and to provide for the proper function thereof, once the Declarant has transferred the functions of the Architectural Review Board to the Association;

(f) to provide for all necessary administrative services, including but not limited to insurance matters, legal matters, accounting and financial matters, communication services (including, but not limited to providing notices of meetings, activities, and other matters), and payment of taxes and other expenses;

(g) to enact and publish reasonable additional rules and regulations that shall be binding upon all Owners within the Subdivision as any such need arises;

(h) to provide any and all other services reasonably necessary to perform its obligations under this Declaration.

In the event the Association is unable or unwilling to perform any of the services listed above in a manner satisfactory to the Declarant, as long as the Declarant continues to own a Lot within the Subdivision, the Declarant shall be and hereby is authorized to perform any such services at the Association's expense, as long as any such expense is reasonable and necessary to carry out the Declarant's obligations under this Declaration.

In addition, the Association shall have the authority to enter into contracts with property management and/ or other service providers, including but not limited to those who may be wholly owned by or otherwise affiliated with Declarant or any Declarant affiliate, in order to provide the maintenance and repair and other services contemplated in this Article or elsewhere

within the Declaration.

Section 2. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to borrow money for use by the Association, to mortgage the property of the Association, and to pledge the revenues of the Association as security for any loans made to the Association, which loans shall be used by the Association in performing its authorized functions. The Declarant may, but shall not be obligated to, make loans to the Association, however, the repayment terms of any such loans must be put in writing and must be reasonable in nature. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the amount of the regular periodic assessment any time the Association has an outstanding loan balance in favor of the Declarant.

Section 3. Declarant Contracts. If entered into before the Board of Directors of the Association elected by the Owners takes office (upon the expiration of the Period of Declarant Control), any contract or lease affecting or relating to the Subdivision that is not bona fide or was unconscionable to the Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the Board elected by the Owners takes office upon not less than ninety (90) days notice to the other party. This provision is in accordance with the requirements of North Carolina General Statute 47F-3-105. If such statute is amended, then this Section 4 shall automatically be modified accordingly and the revised statute shall control with respect to such contracts or leases.

Section 4. Discretionary Transfer Fee. Upon the sale or transfer of ownership of any Lot, the Association is authorized to collect a transfer fee (as set by the Board of Directors from time to time) to cover administrative and other expenses incurred in the change of the Association's records to reflect the new ownership.

Section 5. Information. The Association shall make available to all Owners and their mortgage lenders, current copy of this Declaration, any amendments to this Declaration, a current copy of the Bylaws of the Associations (and any amendments thereto), any published rules and regulations of the Association, as well as the books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances, as appropriate. The cost of reproduction of such documents shall be paid by the requesting party.

Section 6. Lender Notices. An additional function of the Association shall be to provide, upon written request to the Association, written notice to any lender of any of the following matters with respect to any Lot encumbered by a mortgage in favor of such lender:

- (a) any condemnation or casualty loss;
 - (b) any delinquency in the payment of assessments or charges;
 - (c) any lapse, cancellation or material modification or any insurance policy or fidelity bond maintained by the Association;
 - (d) any proposed action that requires the consent of a specified percentage of mortgage lenders.
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Section 7. Insurance Requirements. To the extent required below, the Association shall at all times maintain in full force and effect casualty, flood, liability, and fidelity insurance as may be required below:

(a) Hazard Insurance. To the extent there exists insurable improvements or other property upon the Common Property, then prior to the conveyance of the first Lot in the Subdivision to an Owner, the Association shall obtain a hazard insurance policy with respect to the Common Property written on a Special Cause of Loss form (or other appropriate form) insuring against risks of direct physical loss commonly insured against including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

(b) Liability Insurance – Prior to the conveyance of the first Lot within the Subdivision to an Owner, the Association shall obtain liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Property.

Insurance policies carried by the Association pursuant to subsections (a) and (b) above shall provide that:

(i) Each Owner of a Lot is an insured person under the policy to the extent of the Owner's insurable interest (as a member of the Association);

(ii) The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household, with the exception of any willful misconduct or criminal act;

(iii) No act or omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy, other than fraud or other illegal activity;

(iv) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, then Association's policy provides primary insurance with respect to Common Property or any pond, stream or wetland areas;

Further, an insurer that has issued an insurance policy under subsections (a) and (b) above shall issue certificates of insurance to the Association and, upon written request, to any Owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing the policy may not cancel or refuse to renew it until after advance notice of the proposed cancellation or non-renewal (with such advance notice being the maximum notice as typically provided by insurance carriers in the State of North Carolina) has been mailed to the Association (as the first-named insured). In addition, the Association shall request that the insurance carrier endeavor to provide similar notice to all parties referenced on the policy as an additional insured.

(c) Fidelity Bonds; Director/ Officer Coverage - The Association may obtain in its

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discretion a blanket fidelity bond (or fidelity insurance policy) for anyone who handles, or is responsible for, funds held or administered by the Association, whether or not that person receives compensation for their services. Any independent management agent retained by the Association that handles funds for the Association must be covered by its own fidelity bond or coverage for the benefit of the Association.

Any such fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. Additionally, the fidelity bond coverage must at least equal the sum of three (3) months periodic assessments for all Lots within the Subdivision, plus all reserve funds held by the Association.

Any such fidelity bond must include a provision that requires thirty (30) days written notice to the Association, or the maximum number of days allowed by an reputable insurer, before the bond can be cancelled or substantially modified for any reason.

In addition, the Association may obtain in its discretion directors' and officers' coverage to protect against intentional or negligent acts by the Associations directors and officers, to the extent that such coverage is available.

(d) By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless the Association carries such insurance (which it may, but it not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as specific assessments against the benefited Lot and the Owner thereof. Each Owner further covenants and agrees that in the event of damage to or destruction of improvements on his or her Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with the requirements of this Declaration. The Owner shall pay any costs which are not covered by insurance proceeds.

ARTICLE X

DURATION

The covenants and restrictions of this Declaration shall run with and bind all land within the Subdivision, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five-year period this Declaration shall be automatically renewed and extended for successive ten-year periods. The number of ten-year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten-year renewal period for an additional ten-year period.

ARTICLE XI

AMENDMENTS

Declarant reserves the right to unilaterally alter or amend this Declaration as long as Developer owns any Lot or any portion of the Property, as long as such amendment does not affect Owner voting rights or effect a change that would significantly increase assessment obligations of Owners. Otherwise, this Declaration may be amended as set forth in North Carolina General Statutes 47F-2-117, as such may be amended; however, it is expressly required that during the Period of Declarant Control, any amendment to this Declaration proposed by the Owners within the Subdivision must be approved by the Declarant in order for such amendment to have legal effect.

ARTICLE XII

NOTICES

Section 1. How Notice Given. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby effectively given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner on the Association's books or based on the local Cumberland County Tax Office's online (or other) records, as of the first day of the calendar month in which said notice is mailed. Notwithstanding the above, or anything to the contrary elsewhere within this Declaration, the Association (and/ or the Declarant, as applicable) may provide adequate notice to any Member or Owner, by sending such notice via electronic mail to the last known email address of the person or entity, as such address may have been provided by said Member or Owner and as such appears on the Association's books, it being the responsibility of the Member or Owner at all times to inform the Association of any changes to, or discontinuance of, any such email address.

Section 2. Notice to Co-Owners. Notice to only one co-Owner of a Lot shall constitute effective notice to all such co-Owners.

Section 3. Notice Where Address or Ownership Changed. It shall be the obligation of every Member to immediately notify the secretary of the Association in writing of any change of mailing address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given effective notice if notice was given to his/ her predecessor-in-title.

ARTICLE XIII

ALL LOTS SUBJECT TO AMENDED AND RESTATED MASTER DECLARATION FOR THE VILLAGE GREEN

All Lots shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

In addition, the Subdivision is a sub-section of the larger Village Green Development,

which is a master planned community. As such, the Property and all Lots shall be held, transferred, sold, conveyed, lease, mortgaged and occupied subject to the terms, provisions, covenants and conditions of the Master Declaration.

The terms of this Declaration are expressly made subject to the terms of the Master Declaration, including but not limited to, declarant rights, easement rights, assessment rights, lien rights, and other rights reserved in said Master Declaration, that may affect some or all of the Property.

If there is any inconsistency between the terms of this Declaration and the terms of the Master Declaration, then the terms of the Master Declaration shall control.

ARTICLE XIV

RESTRICTION ON LEASING; LISTING A LOT FOR SALE OR LEASE - EXCLUSIVE LISTING RIGHTS

The leasing of the Lots within the Subdivision is prohibited, except that a Lot may be leased with the written consent of the Board. The Board may allow for the leasing of a Lot where it finds that special circumstances are present and where the exception from the general leasing prohibition on leasing is granted in order to alleviate an undue burden on the Owner. Upon petition from an Owner, the Board shall determine in its sole discretion whether circumstances exist to support the grant of an exception to the general leasing prohibition. In the event that a Lot lease is allowed, the Association may require the use of a form lease approved by the Association. The Board of the Association may require a minimum lease term of twelve (12) months for all Unit leases.

By virtue of purchasing a Lot in the Subdivision, each Owner shall have the obligation, before offering such Lot for sale or lease (whether such Lot is improved or unimproved) to allow Village Green Real Estate and Development, LLC, or its representative or designee, to exclusively sell or lease the Lot for one hundred and eighty (180) days, and to co-broker any sale or lease of the Lot for one hundred and eighty (180) days thereafter, provided that the Owner shall bear all costs and expenses of the sale, including a standard (market rate) sale or lease commission, as applicable, to Village Green Real Estate and Development, LLC, or its representative or designee. This Article shall apply regardless of whether an Owner seeks to handle any such Lot sale or lease without the assistance of a licensed real estate broker.

ARTICLE XV

SAFETY AND SECURITY

Each Owner and occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Subdivision. The Association may, but shall not be obligated to, maintain or support certain activities with the Subdivision designed to enhance the level of safety or security which each person provides for himself/ herself and his/ her property. Neither the Association nor Declarant shall in any way be

considered insurers or guarantors of security within the Subdivision, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Subdivision, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants of its Lot that the Association, its Board and committees, and Declarant are not guarantors of security or safety and that each person using the Subdivision assumes all risks of personal injury and loss or damage to property, including Lots and the contents of all improvements located on the Lots, resulting from acts of third parties.

ARTICLE XVI

PONDS, STREAMS AND WETLAND AREAS; RULES REGARDING SAME; RELEASE OF LIABILITY

The ponds, streams, and wetlands within the Subdivision shall not be used for fishing or boating. No rocks or stones, and no trash, garbage, sewage, waste water (other than surface drainage), rubbish, debris, ashes, or other refuse shall be deposited in these areas at any time. In addition, no person may swim in these areas, or hunt in or around these areas, or commit any other act or engage in any other use that would increase the cost of liability insurance, at any time. The Association shall have the authority to enact additional and more restrictive rules and regulations regarding the use of these areas at any time. The Association shall be vested with the right to control the population of ducks, geese, and other wildlife in and around these areas, or elsewhere within the Subdivision.

The Association (by accepting a deed for the portion of the Common Area upon which the lake is situated), and each and every Owner (by accepting a deed to any Lot within the Subdivision), agree to release Declarant from any loss, claim, cost (including any attorney fees), damage, liability or expense of any kind incurred by the Association or by any such Owner or its officers, relatives, tenants, or invitees in any way arising out of, or resulting from, the use or presence of the ponds, streams and wetland areas (including, without limitation, injury or death arising as a result of any use of, or the presence of, these areas).

All portions of the ponds, streams and wetland areas which comprised a portion of the Common Property shall be conveyed by Declarant to the Association, in "as is", "where is" condition. Declarant makes no representation or warranty regarding the water level; water quality; the ponds', streams' or wetland areas' suitability for fish and/ or wildlife; and/ or any dam or other water retention fixtures located in or around said areas, either now or in the future;

ARTICLE XVII

ENFORCEMENT, SEVERABILITY AND INTERPRETATION

Section 1. Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner or agent of such Owner, the Declarant or any Owner, or any of them jointly or severally, shall have the right

to proceed at law or in equity to seek appropriate damages and/or to compel performance with the terms of this Declaration.

Section 2. Enforcement by the Association. In addition to the foregoing, the Association shall also have the right to proceed at law or in equity to seek appropriate damages and/or to compel performance with the terms of this Declaration.

The Association may designate an agent to respond to complaints received as to alleged violations of this Declaration, and any such agent shall inform alleged violators of any such complaint. The Association has the right to fine Owners and suspend Owner privileges for any violations of the terms of this Declaration pursuant to North Carolina General Statute 47F-3-102 and any other pertinent provisions of the North Carolina Planned Community Act, as amended. If the violation is not promptly corrected, then the Association may engage legal counsel in its discretion to bring an appropriate injunctive action, including any pursuing any necessary appeals, to enforce the terms of this Declaration. Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs, including but not limited to reasonable attorneys fees incurred by the Association to enforce and to compel compliance with this Declaration, on the condition that the Association prevails in such proceedings.

Section 3. Enforcement by the Declarant. In addition to the foregoing, the Declarant shall also have the right, but shall have no affirmative obligation at any time, to proceed at law or in equity to seek appropriate damages and/or to compel performance with the terms of this Declaration. The Declarant may engage legal counsel in its discretion to bring an appropriate injunctive action, including pursuing any necessary appeals, to enforce the terms of this Declaration. Violators shall be obligated to reimburse the Declarant in full for all its direct and indirect costs, including but not limited to reasonable attorneys fees incurred by the Declarant to enforce and to compel compliance with this Declaration, on the condition that the Declarant prevails in such proceedings.

Section 4. Against Whom May the Covenants be Enforced. The terms of this Declaration shall run with all property within the Subdivision and shall be enforceable against the Declarant, the Association, the Owners of all Lots within the Subdivision, and/ or any other parties whose activities may bear some relation directly or indirectly to the Subdivision, when and if the aforesaid parties engage in activities (including omissions and failures to act) which constitute violations, or attempts to violate or circumvent, the covenants and restrictions set forth in this Declaration.

Section 5. Means of Enforcement. Enforcement of the terms of this Declaration shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages, or to create any lien created by this Declaration.

Section 6. Severability. Should any of the covenants and restrictions herein contained, or any section, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment or ruling shall in no way affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect and legally binding.

DK 08382 PG 0627

Section 7. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation of construction which will best result in the consummation of the general plan of development of the Subdivision. The provisions of these terms of this Declaration shall be given full force and effect notwithstanding the existence of any zoning or similar ordinance which may allow a less restricted use of the property within the Subdivision.

Section 8. Authorized Action. All action which the Association is allowed to take pursuant to the terms of this Declaration shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument may provide otherwise.

Section 9. Trespass. Whenever the Declarant and/or the Association are permitted by the terms of this Declaration to correct, repair, clean, preserve, clear out, or take any affirmative action on any Lot or other property within the Subdivision, including any easement areas adjacent thereto, then entering the said affected Lot or other property within the Subdivision and taking such action shall not be deemed an actionable civil or criminal trespass.

Section 10. Responsibility of Owners in Event of Default by Association. In the event the Association defaults in the payment of any ad valorem tax levied against the Common Property or any assessment levied for public improvements (said matters being Common Expenses pursuant to Article I (e)(4) of this Declaration), where such default continues for a period of six (6) months, then each Owner in the Subdivision shall become personally obligated to pay to the tax and/or assessing governmental authority a portion of such taxes or assessments in an amount determined by dividing the total tax and/or assessment due by the total number of Lots in the Subdivision. If such sum is not paid by any affected Owner within thirty (30) days of its due date, said sum shall become a continuing lien on said Owner's Lot, and the taxing and/or assessing governmental authority may either bring an action at law against said Owner personally obligated to pay the same or elect to foreclose the lien.

ARTICLE XVIII

APPLICABILITY OF THE PLANNED COMMUNITY ACT; OTHER CONFLICT OF LAWS

It is intended that the Subdivision be considered as "planned community" as such term is defined within the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes). To the extent that the terms of this Declaration violate or conflict with the terms of the North Carolina Planned Community Act, then the requirements of the North Carolina Planned Community Act shall control. To the extent that the terms of this Declaration is silent (or does not address) a particular issue, then the terms of the North Carolina Planned Community Act shall control with respect to any such issue.

[Signature Page Attached Hereto]

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be executed as of the date set forth in the below notary acknowledgement.

DECLARANT:

MEADOW WALK, LLC

By: Village Green Real Estate and Development, LLC, its
Manager

By: _____

Jared Fryer, Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Jared Fryer, as Manager of Village Green Real Estate and Development company, a North Carolina limited liability company, said company acting in its capacity as Manager of Meadow Walk, LLC, a North Carolina limited liability company.

Date: March 10, 2010

Official Signature of Notary: Kimberly A. Boysworth

Notary's Printed Name: Kimberly A. Boysworth

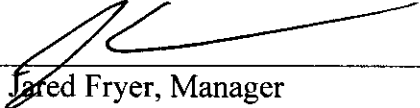
My commission expires: March 10, 2010

[Affix Notary Seal or Stamp]

(N.P. SEAL)

CAROLINA HIGHLANDS HOLDINGS, LLC

By: Village Green Real Estate and Development, LLC, its
Manager

By: 
Jared Fryer, Manager

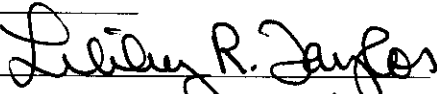
[It is noted that Carolina Highlands Holdings, LLC executes this Declaration for the sole purpose of submitting its respective property (as particularly described herein) to the encumbrance of this Declaration, and for no other reason]

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Jared Fryer, as Manager of Village Green Real Estate and Development company, a North Carolina limited liability company, said company acting in its capacity as Manager of Carolina Highlands Holdings, LLC, a North Carolina limited liability company.

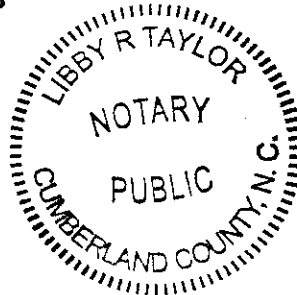
Date: 4/28/10

Official Signature of Notary: 

Notary's Printed Name: Libby R. Taylor

My commission expires: 2/2/2013

[Affix Notary Seal or Stamp]



(N.P. SEAL)

8755
0257

OK 08755 PG 0257

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Nov 01, 2011
AT 04:54:00 pm
BOOK 08755
START PAGE 0257
END PAGE 0261
INSTRUMENT # 35858
RECORDING \$26.00
EXCISE TAX (None)
RT

Prepared By and Return To:
L. Holden Reaves, Esq.
Reaves Law, PLLC
PO Box 53187
Fayetteville, NC 28305

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MEADOW WALK AT VILLAGE GREEN**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Walk at Village Green (this "Amendment") is made and entered into as of the dates set forth below by and between **Meadow Walk, LLC**, a North Carolina limited liability company, as Declarant (the "Declarant"); **Carolina Highlands Holdings, LLC**, a North Carolina limited liability company ("Carolina Highlands"); and **Patrick S. Hurley** and wife, **Kathryn B. Hurley**, individuals (together, the "Hurleys").

WITNESSETH:

WHEREAS, the Declarant and Carolina Highlands previously executed that certain Declaration of Covenants, Conditions and Restrictions for Meadow Walk at Village Green, said Declaration having been filed in Book 8382, Page 591, Cumberland County, NC Registry (as amended, the "Declaration");

WHEREAS, the Declaration subjected all property in the Meadow Walk Subdivision, Sections I and II, to the covenants, conditions, and restrictions contained therein, said property being more particularly described in the Declaration (and said property being hereinafter referred to as the "Meadow Walk Subdivision");

Charlotte 450571.1

WHEREAS, the Hurleys own Lot 65 of the Meadow Walk Subdivision, as evidenced by warranty deed recorded in Book 8715, Page 666, aforesaid Registry;

WHEREAS, the Declarant and Carolina Highlands own the remainder of the Lots within the Meadow Walk Subdivision; and

WHEREAS, the parties hereto, who represent all of the Lot Owners within the Meadow Walk Subdivision, desire to amend the Declaration to terminate any and all age-related requirements, as set forth below.

NOW, THEREFORE, pursuant to the Declarant rights and Owner rights as set forth in the Declaration, and for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Declaration, and further agree, as follows:

1. The above recitals are incorporated herein by reference;
2. The Declaration is hereby amended to delete Article IV, Section 2 in its entirety. The intent of this amendment is to delete, remove, terminate, and declare as null and void, any and all age-related restrictions from the Declaration.

[For clarification purposes, the deletion of Article IV, Section 2 shall additionally include Article IV, Section 2(a), (b), (c), (d), (e), (f), (g), and (h)]

3. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and all parties, by their execution hereof, hereby ratify, affirm and approve the Declaration, as specifically amended hereby. Any capitalized terms that are not defined in this Amendment shall have the meanings and definitions as set forth in the Declaration.

[The Remainder of This Page Intentionally Left Blank]

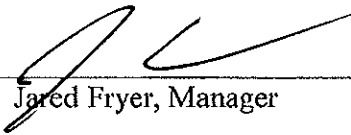
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the dates set forth in the below notary acknowledgments.

DECLARANT:

MEADOW WALK, LLC

By: Village Green Real Estate and Development, LLC,
its Manager

By:


Jared Fryer, Manager

[It is noted that Meadow Walk, LLC executes this Amendment in its capacities as both Declarant and as Owner]

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Jared Fryer, in his capacity of Manager of Village Green Real Estate and Development, LLC, a North Carolina limited liability company, said company acting in its capacity as Manager of Meadow Walk, LLC, a North Carolina limited liability company.

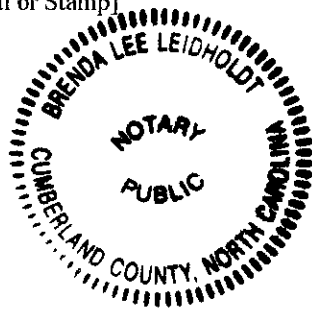
Date: 11-1-11

Official Signature of Notary:

Notary's Printed Name:

My commission expires:

[Affix Notary Seal or Stamp]



(N.P. SEAL)

OWNER:

CAROLINA HIGHLANDS HOLDINGS, LLC

By: Village Green Real Estate and Development, LLC,
its Manager

By: 


Jared Fryer, Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Jared Fryer, in his capacity of Manager of Village Green Real Estate and Development, LLC, a North Carolina limited liability company, said company acting in its capacity as Manager of Carolina Highlands Holdings, LLC, a North Carolina limited liability company.

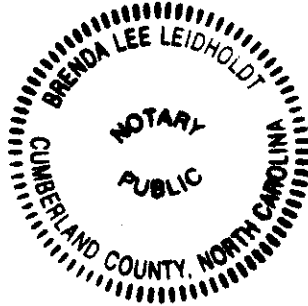
Date: 11-1-11

Official Signature of Notary: 

Notary's Printed Name: Brenda Lee Leidholdt

My commission expires: 4-20-15

[Affix Notary Seal or Stamp]



(N.P. SEAL)

OWNER:

Patrick S. Hurley
Patrick S. Hurley

Kathryn B. Hurley
Kathryn B. Hurley

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Patrick S. Hurley and wife, Kathryn B. Hurley, in their individual capacities.

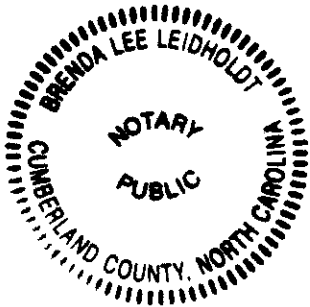
Date: 11-1-11

Official Signature of Notary: Brenda Lee Leidholdt

Notary's Printed Name: Brenda Lee Leidholdt

My commission expires: 4-20-15

[Affix Notary Seal or Stamp]



(N.P. SEAL)

8946
0207

BK08946 PG0207

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Jul 16, 2012
AT 12:56:00 pm
BOOK 08946
START PAGE 0207
END PAGE 0212
INSTRUMENT # 25870
RECORDING \$26.00
EXCISE TAX (None)
CL

Prepared By and Return To:
L. Holden Reaves, Esq.
Reaves Law, PLLC
PO Box 53187
Fayetteville, NC 28305

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MEADOW WALK AT VILLAGE GREEN**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Walk at Village Green (this "Amendment") is made and entered into as of the dates set forth below by and between **Meadow Walk, LLC**, a North Carolina limited liability company, as Declarant (the "Declarant"); **Carolina Highlands Holdings, LLC**, a North Carolina limited liability company ("Carolina Highlands"); and **Patrick S. Hurley** and wife, **Kathryn B. Hurley**, individuals (together, the "Hurleys").

WITNESSETH:

WHEREAS, the Declarant and Carolina Highlands previously executed that certain Declaration of Covenants, Conditions and Restrictions for Meadow Walk at Village Green, said Declaration having been filed in Book 8382, Page 591, as amended by First Amendment recorded in Book 8755, Page 257 all Cumberland County, NC Registry (collectively, the "Declaration");

WHEREAS, the Declaration subjected all property in the Meadow Walk Subdivision, Sections I and II, to the covenants, conditions, and restrictions contained therein, said property being more particularly described in the Declaration (and said property being hereinafter referred to as the "Meadow Walk Subdivision");

WHEREAS, the Hurleys own Lot 65 of the Meadow Walk Subdivision, as evidenced by warranty deed recorded in Book 8715, Page 666, aforesaid Registry;

WHEREAS, the Declarant and Carolina Highlands own the remainder of the Lots within the Meadow Walk Subdivision; and

WHEREAS, the parties hereto, who represent all of the Lot Owners within the Meadow Walk Subdivision, desire to amend the Declaration to provide that the Association shall no longer be responsible for yard trimming and landscape maintenance on the Lots; and to provide that the Association shall no longer have the exclusive right/ obligation to perform interior/ exterior maintenance on residential improvements located upon the Lots;

WHEREAS, the parties hereby amend the Declaration, as follows.

NOW, THEREFORE, pursuant to the Declarant rights and Owner rights as set forth in the Declaration, and for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Declaration, and further agree, as follows:

1. The above recitals are incorporated herein by reference;
2. Article I, Section (e)(7) of the Declaration is hereby deleted in its entirety;
3. Article III, Section 9 of the Declaration is hereby deleted in its entirety;
4. Article IV, Section 4 of the Declaration is hereby deleted in its entirety and the following language substituted therefore:

"Section 4. Unsightly Conditions. Each Owner shall be responsible for (i) keeping the grass, weeds, plants and other vegetation on his/ her Lot well trimmed and maintained at all times, free and clear of unsightly leaves and other debris; (ii) preventing any other unclean or unsightly condition on his/ her Lot (except with respect to on-going construction activity being performed in strict accordance with requirements set forth in this Declaration); (iii) maintaining any structure located on his/ her Lot in good condition and repair (including, but not limited to, foundation, outer walls, load-bearing walls, roof, gutters, decks, patios, shutters, fencing, mailboxes, exterior painting, siding, facades, driveways); (iv) preventing any condition which may tend to substantially decrease the beauty of the Subdivision as a whole or the specific area within the Subdivision in which his/ her Lot is located; and (v) ensuring that trash and/ or recycling dumpsters are promptly removed from the street curbing (to a visibly discreet location beside or behind the primary dwelling located upon his/

her Lot) within twenty-four hours (24) of any regularly-scheduled municipal trash pick-up.”

5. The following new paragraph is hereby added to the end of Article V, Section 3 of the Declaration:

“The rights afforded to the Declarant and/ or the Association in this Article V, Section 3 shall also additionally include the express right of the Declarant and/ or the Association to enter upon any Lot for the purpose of trimming and maintaining grass, weeds, plants and other vegetation and removing unsightly leaves and other debris, if the Owners of any Lot fail to comply with their landscaping obligations, as set forth in this Declaration, as determined in the sole discretion of the Declarant and/ or the Association. The expense for any such work performed by the Declarant and/ or the Association (or their agents) shall be the responsibility of the Owner of the affected Lot. Notwithstanding anything to the contrary in the Declaration, such expense shall be considered an assessment and shall be a lien upon said Lot in favor of the Association.”

6. Article VIII, Section 1 of the Declaration is hereby amended to delete the following clause: “(3) special assessments for exterior and interior maintenance with respect to any Lot”;
7. Article IX, Section 1(b) of the Declaration is hereby deleted in its entirety;
8. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and all parties, by their execution hereof, hereby ratify, affirm and approve the Declaration, as specifically amended hereby. Any capitalized terms that are not defined in this Amendment shall have the meanings and definitions as set forth in the Declaration.

[Signature Page Attached Hereto]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the dates set forth in the below notary acknowledgments.

DECLARANT:

MEADOW WALK, LLC

By: Village Green Real Estate and Development, LLC,
its Manager

By: 
Jared Fryer, Manager

[It is noted that Meadow Walk, LLC executes this Amendment in its capacities as both Declarant and as Owner]

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Jared Fryer, in his capacity of Manager of Village Green Real Estate and Development, LLC, a North Carolina limited liability company, said company acting in its capacity as Manager of Meadow Walk, LLC, a North Carolina limited liability company.

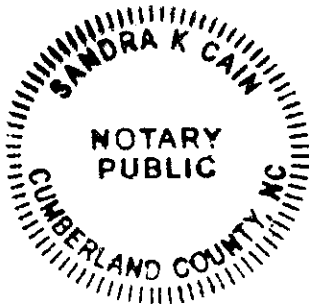
Date: 7-13-12

Official Signature of Notary: Sandra K Cain

Notary's Printed Name: Sandra K Cain

My commission expires: 10-25-2013

[Affix Notary Seal or Stamp]



(N.P. SEAL)

BK08946 PG0211

OWNER:

CAROLINA HIGHLANDS HOLDINGS, LLC

By: Village Green Real Estate and Development, LLC,
its Manager

By: 
Jared Fryer, Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Jared Fryer, in his capacity of Manager of Village Green Real Estate and Development, LLC, a North Carolina limited liability company, said company acting in its capacity as Manager of Carolina Highlands Holdings, LLC, a North Carolina limited liability company.

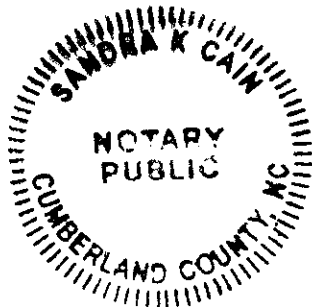
Date: 7.13.12

Official Signature of Notary: Sandra K Cain

Notary's Printed Name: Sandra K Cain

My commission expires: 10.25.2013

[Affix Notary Seal or Stamp]



(N.P. SEAL)

OWNER:

Patrick S. Hurley
Patrick S. Hurley

Kathryn B. Hurley
Kathryn B. Hurley

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Patrick S. Hurley and wife, Kathryn B. Hurley, in their individual capacities.

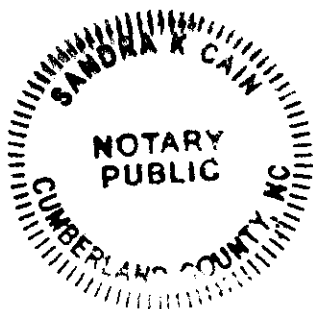
Date: 7.13.12

Official Signature of Notary: Sandra K Cain

Notary's Printed Name: Sandra K Cain

My commission expires: 10.23.2013

[Affix Notary Seal or Stamp]



(N.P. SEAL)