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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROXIE COMMONS TOWNHOMES**

Prepared by/return to:
Person & Lee PLLC
231 Fairway Drive
Fayetteville, NC 28305

THIS DECLARATION, made this the 10 day of November, 2022 by WAYSIDE INVESTMENTS, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Fayetteville, in Seventy-First Township, Cumberland County, North Carolina, which is more particularly described as All of Lots 1, 2, 3, 4, and Lot "CA" as shown on Plat Book 149, page 16 of the Cumberland County Registry. (hereinafter the "Property"); and

WHEREAS, Declarant wished to provide for the orderly and uniform development of such property, as and when portions thereof are submitted to this Declaration so as to enhance the aesthetic and commercial value thereof;

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

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall

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

run with the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Roxie Commons Townhome Association, Inc., its successors and assigns. The Association shall be organized and in legal existence prior to the sale of any Lot.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

- (a) All of Roxie Commons and that area shown as "Common Area" of "CA" on the map of entitled "Subdivision Survey of the Wayside Investments, LLC Parcels" which is recorded in Plat Book 149 , Page 16, in the Office of the Register of Deeds of Cumberland County, North Carolina.
- (b) Any landscaping or hardscaping within the common area, including but not limited to any parking lots, sidewalks, vegetative buffers, or concrete pads.
- (c) Any signage, exterior lighting, or street and parking lot lighting.
- (d) Any Fencing erected in the common area.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Wayside Investments, LLC, its successors and assigns.

Section 7. "Period of Declarant Control" means the period commencing on the date hereof and continuing until the later of (i) ten (10) years after the date of the first conveyance of a Lot to an owner other than Declarant; (ii) when Declarant no longer owns a Lot in Roxie Commons Townhomes; or any additional property added to said planned community.

In addition, those definitions set forth in G.S. §47F-1-103 are incorporated herein by reference, and the terms defined therein shall have the meaning set forth therein when used in this Declaration or the Bylaws unless it is plainly evident from the context that a different meaning is intended.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area for access, ingress and egress from and to public streets and walkways and parking areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the Common Area facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for an infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of each class of members agreeing to such dedication or transfer has been recorded;
- (d) the right of the Association to limit the number of guests of members; and
- (f) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area..

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right- of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Special Declarant Rights. Declarant reserves the following special declarant rights for the entire Property, including any future sections of the planned community during the period of Declarant control,:

- (a) To complete any and all improvements indicated on the plats and plans;
- (b) To exercise any development right reserved in this Declaration;

- (c) To construct and maintain any sales office, signs advertising the Property or any property which may be added thereto, management office or model on any of the Lots or on any of the Common Properties shown on the plat;
- (d) To use easements through the Common Properties for the purpose of making improvements within the Property or any property added thereto; and
- (e) To alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots or add other property to the Common Property or to annex additional Property into the development.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of memberships.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the expiration of the period of Declarant control.

Section 3. Composition of Board. The Association shall be governed by a Board of Directors consisting of three (3) members, with the number in subsequent years to be determined as provided for in the By-Laws of the Association. Declarant shall have the right to appoint and remove all three (3) persons on the Board 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 is ordinarily entitled to multiplied by the number of Directors to be elected, but may not cast all of such votes for any one (1) Director and must distribute them among the number to be voted for, and all votes must be cast in whole numbers and not fractions thereof. It is the intent of this Section to prohibit cumulative voting.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association;

- (1) monthly assessments or charges, and
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- (3) Capital Startup/New Member Certification of \$500 upon the occurrence of each transfer of a Lot.

The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvements and maintenance of the Common Area and Exterior Maintenance as defined in Article VIII of these Covenants. The Association shall be responsible for the provision of liability insurance, any taxes, maintenance of recreation and other facilities located on the Common Areas, payment of assessments for public and private capital improvements made to or for the benefit of the Common Areas located within the development.

Section 3. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the monthly maximum assessment shall be \$135 Dollars per month per lot.

(a) From and after January 1 of the conveyance of the first Lot to an Owner, the monthly maximum assessment may be increased each year not more than twenty (20) percent above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the monthly maximum assessment may be increased above twenty (20) percent by a vote of three-fourths (3/4) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

Section 4. Special Assessment of Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Insurance and Taxes. As an additional monthly assessment, the Association shall levy against the Owners equally an amount sufficient to pay the annual cost of liability insurance premiums for such insurance on the Common Area and the amount of ad valorem property taxes and/or special assessments levied by any lawful governmental authority on the Common Area. It shall be the duty of the Association to pay all such premiums and taxes promptly when they shall become due. In the event of a default by the Association in the payment of the governmental authority entitled thereto of any ad valorem taxes levied against the common areas or assessments for public improvements to the common areas, which default shall continue for a period of six (6) months, each owner shall become personally obligated to pay the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by dividing the total taxes and/or assessments due by the total number of Lots. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the lot of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law against the Owner personally obligated to pay the same or may elect to foreclose the lien against the property of the Owner.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and, the required quorum and the subsequent meeting shall be thirty-five percent (35%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.

Section 8. Date of Commencement of Monthly Assessments; Due Date. The assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The Board of Directors shall fix the amount of the monthly assessment against such Lot at least thirty (30) days in advance of any new fixed amount. Written notice of the monthly assessment amount shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro-rata monthly installments. The Association

shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Capital Startup/New Member Certification Fee. Notwithstanding any other assessments owed, upon each transfer of a Lot, the Association shall collect \$500 for the Capital Startup/New Member Certification Fee. This \$500 shall appear on the Settlement Statement for the Transaction and made payable to the Association.

ARTICLE V INSURANCE COVERAGE

Each owner shall maintain appropriate and adequate insurance coverage on and in connection with the improvements situated and constructed upon each lot, protecting the insured premises against property damage and casualty loss. In the event of property damage or casualty loss to or upon said improvements situated and constructed upon each lot, each owner shall apply for and expend the proceeds of said insurance coverage to and in payment of expenditures incurred for services rendered or materials delivered required in order to restore, repair or renovate the damaged premises to a condition equal to or better than the condition and state of repair of said premises immediately preceding the event causing the property damage or casualty loss in question. Evidence of said insurance coverage shall be submitted to the Board of Directors of the Association upon request.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives

appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not consistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omission.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VIII EXTERIOR MAINTENANCE

The Association shall be responsible for the exterior building surfaces and exterior building painting of the townhouse buildings; roof repair and replacement; fence maintenance; repair or replacement of owners' paved driveways and walkways. The definition of exterior as used in this article shall be narrowly defined as those surfaces or features exposed to the outdoors. The Association shall not be responsible for any surface, feature, or area located inside of any wall stud or frame. Further, the cost of such repair, maintenance and replacement shall be added to and become a part of the assessments to which each lot is subject. Notwithstanding the foregoing, the individual owner shall be responsible for repair and replacement of glass, interior drywall, insulation, and any non-exterior facing surface of any wall or framing. In the event a member of the Association neglects or otherwise refuses to maintain his townhouse and other furnishings in

a state of repair consistent with the beauty and welfare of the remaining area, then, and in that event the Association may effect such maintenance, repairs or replacement, and the cost of such maintenance, repairs and replacement shall be added to and become a part of the assessment to which such lot is subject. The Association shall be responsible for the landscaping, beautification, care, and maintenance of the yard and grounds of each lot and common area.

ARTICLE IX USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family townhouse dwelling not to exceed three and one-half stories in height. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article VI of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

Section 2. ATV, Dirt Bikes, Mini Bikes and other "off road" vehicles. ATVs, Dirt Bikes, Mini Bikes, and off road style vehicles may not be operated within any portion of the Property, on a Lot, or in the Common Area. Such vehicles may be stored and/or parked on the Property in accordance with Section 4 below. Declarant and/or the Association shall have the right to tow or remove any ATV, Dirt Bike, Mini Bike, or off-road vehicle being used or having been used at any time in violation of this section at the Owner's expense and the Owner of each Lot, by acceptance of their deed, does grant to the Declarant such an easement, on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section.

Section 3. Temporary Structures and Sheds. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No Sheds or other accessory structure of any type shall be permitted on an Lot or the Common Area.

Section 4. Vehicles. No boat, motor boat, jet ski, camper, trailer, motor or mobile home, or similar type vehicle, shall be permitted to remain on any Lot or in the Common Area at any time unless by consent of the Association in which event such vehicles shall be placed in the area or areas designated by the Association. No automobile or other mechanical repairs shall be conducted within any Lot or on the Common Area unless conducted within a garage concealed from public view. The Declarant shall have the right to tow or remove any boat, trailer, recreation vehicle, camper, jet ski, watercraft, golf cart or vehicle of any type which is parked within the Common Area or kept on any Lot in violation of this section, at the Owner's expense, and the Owner of each Lot, by acceptance of their deed, does grant to the Declarant such an easement, on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section. No Lot may park more than 2 cars on Common Area in the designated parking spots. The Association shall be empowered to number parking spaces and provide for additional rules, guidelines, towing, or other means of enforcement concerning parking to ensure that each Owner is afforded an opportunity to park in the community.

Section 5. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained on and upon the individual, respective lot and provided that they are not kept or maintained for commercial purposes; in no event and at no time shall pets be allowed outside the individual respective lots without close, direct supervision.

Section 6. Outside Antennas. No outside radio or television antennas shall be erected on any Lot or dwelling unit within the Property unless and until written permission for the same has been granted by the Board of Directors or the Association or its architectural control committee.

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

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

Section 9. Signs. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Declarant. Notwithstanding the foregoing, Declarants, and with the consent of and upon such conditions as Declarants, in their sole discretion, might impose, a builder or builders shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area, in connection with the development and sale of the Properties.

Section 10. Noise. Each Lot Owner covenants and agrees that he will control the noise level emanating from any activities on the lot at a reasonable level. The Lot Owner shall not allow the noise level to become a nuisance or to otherwise interfere with adjoining Owners' reasonable use of their lots.

Section 11. Short Term Leasing. No Leases or other rental agreement shorter than 1 month shall be allowed. Each owner covenants and agrees that they will not use the property as a short term rental property.

Section 12. Leasing. Any Lease between the Owner and a Tenant must be for the entire property. No Leasing of individual rooms or portions of a Lot are allowed. Any Lease entered into by an Owner shall be provided to the Association, including a list of all occupants of the leased Property if there are to be occupants that are not on the Lease.

Section 13. Basketball Goals. No Basketball goal shall be placed on the Common Area or any parking area.

Section 14. Pools. No pools may be built, whether above or in-ground, on any Lot. No

portable or inflatable pool shall be allowed on the Common area or the front of any Lot.

Section 15. Exterior Lights and Exterior Window Tinting. No Exterior lights shall be allowed other than those of reasonable brightness and in the shades of White commonly available. No multicolored light bulbs, or singular color lightbulbs other than white may be used in any exterior light fixture. All Exterior Windows shall be required to be clear. No aftermarket window tinting shall be allowed to be placed on any exterior window.

ARTICLE X EASEMENTS

Section 1: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may obstruct or change the flow of drainage channels in the easements.

Section 2: All Lots and Common Area shall be subject to easements for the encroachment of improvements constructed on adjacent Lots by the Declarant to the extent that such improvements actually encroach, including, but not limited to, such items as overhanging eaves, stoops, misaligned common wall foundation footings and walls, provided such encroachment does not interfere with the reasonable use of the Common Area or Lots so encroached upon.

Section 3: Declarant shall have a reasonable construction easement across the Common Area for the purpose of constructing improvements on the Lots. Declarant shall also have such easements through the Common Area as may be reasonably necessary for the purpose of discharging a declarant's obligations or exercising special declarant rights as provided herein.

Section 4: The Association shall have a right of entry upon the Lots and any Common Area to effect emergency repairs, and a reasonable right of entry upon the Lots to effect other repairs, improvements, replacement or maintenance as necessary. The Executive Board may hereafter grant easements for utility purposes for the benefit of the Property including the right to install, lay, maintain, repair and replace water lines, pipes, ducts, sewer lines, steam and water lines, gas mains, telephone and television or cable television wires, cables and equipment, electrical conduits, and wires over, under, along and on any portion of the Common Area; and each Owner hereby grants the Executive Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Owner such instruments as may be necessary to effectuate the foregoing.

Section 5: Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same from time to time may exist upon the Common Area and facilities; and for vehicular traffic over, through and across all streets and drives as from time to time may be paved and intended for such purposes, for all Lot Owners, their guests, invitees, and lessees, the Association, the Declarant, its successors and assigns.

Section 6: All easements granted herein are appurtenant to and shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, the Association, owners, occupants, and mortgage holders, and any other person or entity having an interest in the Property.

ARTICLE XI GENERAL PROVISIONS

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

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

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

Section 4. Authorized Action. Intentionally Deleted.

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

Section 5. City Code. It is the intent of the Declarant herein that Roxie Commons Townhomes shall comply with Chapter 47F of the North Carolina General Statutes as if such development had been submitted to the provisions of that chapter. It is the further intent of the Declarant to comply with the Fayetteville City Code. The applicable provisions of the Fayetteville City Code are incorporated by reference. Where a conflict arises between any provision of these Declarations and the Fayetteville City Code, the provisions of the Fayetteville City Code shall prevail. Where a conflict arises between the provisions of the Fayetteville City Code and the North Carolina General Statutes, the North Carolina General Statutes shall prevail.

ARTICLE XII
DURATION AND AMENDMENT

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

(Remainder of page intentionally left blank)

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

Wayside Investments, LLC

By: Nicholas S. Harrell
Name:
Title: Manager

NORTH CAROLINA
CUMBERLAND COUNTY

I, Parker C. Lee, a Notary Public for said County and State, do hereby certify that personally appeared before me and acknowledged that he is the Manager of Wayside Investments, LLC, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by herself as its Manager. *Nicholas S. Harrell (cc)

Witness my hand and notarial seal, this the 10 day of November, 2022.

Parker C. Lee
Parker C. Lee, Notary Public

My commission expires: 5/7/2024

