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Prepared by: Cecil B. Jones, Jones and Jones, P.L.L.C., PO Box 397, Dunn, NC 28335

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR
"TAYLORS CREEK SUBDIVISION, PHASE 1" AS RECORDED IN MAP BOOK 107,
PAGE 10,
SAMPSON COUNTY REGISTRY

8 **THIS DECLARATION OF RESTRICTIVE COVENANTS**, made and entered into this day of March, 2021, by **JT PROPERTY MANAGEMENT OF NC, LLC**, a North Carolina Limited Liability Company, with an address of 117 E. Stoneybrook Court, Benson, NC 27504 and its principal office located in Johnston County, North Carolina, hereinafter called "Declarant",

WINESSETH:

WHEREAS, Declarant is the owner of certain real property located in Dismal Township, Sampson County, North Carolina known as **Taylors Creek Subdivision, Phase 1** and the **lots numbered (1) through (3), (49) through (59), (A), (B) and (C)** therein. **Phase 1** is shown on that plat entitled "Preliminary Plat for Taylors Creek Subdivision, Phase 1" recorded in **Map Book 107, Page 10**, Sampson County Registry.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of said real property and to this end desires to subject the real property hereinbefore described to the covenants and restrictions hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property, and each and every owner or occupant of any and all parts thereof;

NOW, THEREFORE, Declarant herewith states and declares that the tracts of land referred to above, which shall be incorporated into and become a part of that certain subdivision known as "Taylors Creek, Phase 1", is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, obligations and liens generally referred to as covenants and restrictions, as hereinafter set forth:

1. LAND USE: Lots shall be used for residential purposes only.

2. BUFFER EASEMENT: The rear of Lots 55-59 and the West side of Lot 1 (parallel to Autry Mill Rd.) shall be subject to a 50 foot easement for the placement, construction, and maintenance of a berm to screen the subdivision from SR 1446 (Autry Mill Road). Declarant reserves a perpetual easement for the benefit of the Association across and in such property as is necessary to allow for the maintenance required by the Association, to include but not limited to allowing septic drain fields and repair areas. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of the Lots. No fences are allowed to be placed on the easements reflected on the aforementioned Map by lot owners.

3. DRIVEWAY CONSTRUCTION& LOCATION OF ACCESSORIES:

A. All driveway tiles shall be NCDOT approved concrete tiles. All construction entrances for lots under construction must have adequate stone cover sufficient to prevent offsite erosion and sedimentation. Lot 1 will be required to have a minimum 24inch RCP driveway tile.

B. Outside components of heating and air conditioning systems shall be located in the rear or on the side of the dwelling. All driveways shall be surfaced with concrete, asphalt, brick, or other hard surface material approved by the Declarant or its assignee. No fence, porch, deck, room additions or pen shall be constructed in the subdivision without prior written approval of the Declarant which approval or disapproval shall be at its sole discretion.

4. FENCE: Except as otherwise set forth herein, fences are allowed, but must be approved by the Declarant. Fences have to be installed a minimum of three (3) feet from property line as to allow for area to be mowed and/or maintained by the homeowner. To the extent that treated wood privacy fences are approved, they must be painted and/or stained with a color approved in writing by the Declarant within six (6) months of construction. Further all fences have to be maintained as to repair/replace damaged/warped boards. To the extent chain link fences are used, they must be vinyl coated and preapproved by the Declarant.

Lot 1. Fence location on Autry Mill Rd and Common Area "A" junction may be allowed in the sole discretion of the Declarant and in any event, shall not restrict visibility of

subdivision signage and traffic visibility on Autry Mill Rd as to ingress and egress of subdivision.

5. STREET LIGHTING: Declarant intends to enter into a contract with *South RiverElectric Membership Corporation (South River)* to install and furnish street lighting for the subdivision. All lots in the subdivision shall be subject to this contract with *South River* for this purpose and the costs associated therewith shall be assessed by *South River* on a continuing monthly basis to each lot owner's electric bill. Additional street lighting and electrical service will be installed for landscape, entrance sign, and common area. These services will be a cost billed separately to the HOA.

6. TYPE OF DWELLING: No dwelling shall be erected, placed, or permitted to remain on any lot or parcel other than one detached, single family dwelling with a minimum finished heated living area of 1900 square feet excluding any garages. Developer reserves the right to allow a FIVE PERCENT (5%) variance in finished living area. All other dwellings as well as construction plans shall be approved by said Declarant, in its sole discretion, prior to the construction or placement of any structures in the subdivision. No mobile homes, manufactured homes of any class, or, modular homes - whether on frame or off frame - shall be located on any lot in this subdivision.

7. UPKEEP:

A. The exterior of all dwellings shall be maintained in good appearance, and the sites shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. All dead trees and shrubbery shall be removed in a timely manner after notice in writing from the Declarant. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

B. No ornamental pear trees including but not limited to "Bradford" Pear trees shall be planted within the subdivision. Nothing herein is intended to prohibit the planting of any fruit bearing pear trees however.

7.1 COMMON AREAS: The Common Areas of the subdivision, including but not limited to the Pavilion, are for the use and enjoyment of owners of Taylors Creek residences and their guests. Notwithstanding, it is the duty of each owner to utilize the common areas in a responsible manner and to remove all trash, refuse, and other debris that they may generate during any such use. Likewise, each owner does hereby indemnify and hold harmless Declarant, its heirs, successors, and assigns, for any and all damage, including death or bodily injury, that owners or their guests incur due to their own negligence.

8. ACTIVITIES & DISPLAYS: No noxious, illegal or offensive activities shall be carried on upon any lot or parcel. Any activity which shall cause a nuisance to the neighborhood, including but not limited to, barking dogs, loud noises, the operation of ATV's and motor bikes, discharge of fire arms and fireworks, or other noise making devices are hereby expressly prohibited. Permanent, or yard-sales of a continuing nature, shall be prohibited. No flags other than an American, State, U.S. Territory, or other Nationality shall be permitted to fly in the subdivision provided, however, that POW/MIA flags that are of any branch of the U.S. Armed Forces, and decorative and/or seasonal flags shall be allowed.

9. EXTERIOR FIXTURES & MAILBOXES: All exterior TV receiving equipment, playground equipment, including swings, merry-go-rounds, playpens, sandboxes and other similar equipment shall be located in the rear yard behind the dwelling provided however that to the extent a satellite T.V. antenna is reasonably required to be placed on the front of a dwelling to receive signals, such antenna shall be no greater than 18 inches in diameter. Clothes lines are specifically prohibited. All mailboxes shall be of a common type to be provided by builders or purchased from the Declarant at time of closing if a mail kiosk is not in use. If at any time a mail kiosk is installed and required, then each lot owner will be required to remove their existing mail box within one month of the kiosk being made available for use.

10. STORAGE BUILDINGS: A private storage building or similar outside structure is allowed provided it is constructed so as to be compatible with the general architectural design and appearance of the dwelling on said lot. Plans for outside structures shall be approved in writing by the Declarant in its sole discretion prior to the construction or placement of any such structures in the subdivision.

11. GARAGE REQUIRED: All dwelling units in the subdivision shall have at least a one car enclosed garage. Open carports are prohibited.

12. ANIMALS: No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except as set forth herein. Dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. At no time shall any household pet permitted by this section be allowed to run free. All animals shall be leashed when off the owner's lot. Animals shall not at any time be left tied, chained, or tethered on any lot. The Association shall have the right to promulgate additional rules governing pet ownership that may further limit the number, size, type and conduct of pets or animals. For the purpose of this section "household pet" shall not include any animal for which a permit must be obtained to legally keep such animals, nor shall the term include chickens, pigs, horses, goats, sheep, cows, or other types of livestock, including pygmy and miniature varieties whether or not the same are considered a pet by the owner thereof. Dangerous dogs are prohibited.

13. GARBAGE: No lot or parcel or any part thereof shall be used or maintained as a dumping ground for rubbish. Each lot owner is required to contract with a waste removal service to provide for no less than a weekly trash pickup. Declarant reserves the right to require each lot owner to provide proof of such contract as from time to time requested. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for storage and disposal of such materials shall be kept in a clean and sanitary condition and shall otherwise be located on side or rear of the lots. Garbage cans shall not be permitted in front yards or on the streets except on normal garbage pickup days. .

14. SIGNS: No commercial advertising or display signs shall be permitted within said subdivision except professional signs by licensed real estate brokers. However, the Declarant, or its assigns, may erect such temporary advertising and display signs as may reasonably be required for development and sale of lots.

15. BOATS AND TRAILERS: All boats, personal watercraft, ATV, RVs, motor homes and travel or utility trailers shall be stored and placed in a garage, or on the rear of the lot.

16. VEHICLES & PARKING: All motor vehicles shall be parked in private driveways or garages. No tractor or tractor-trailer rigs shall be parked in the subdivision. No vehicles of any kind shall be parked on the streets, or on the DOT right of way in the subdivision. All mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or in an area not visible from the street. No unlicensed motor vehicle, any inoperable vehicle, or machinery or junk car shall be placed or allowed to remain on any lot within said subdivision at any time. No permanent parking shall be allowed on side or front yard grass.

17. SWIMMING POOLS: No above-ground swimming pools shall be located on the lot.

18. AMENDMENTS: Any amendments or modifications of these covenants must be approved by the Declarant, or their assigns. In addition, the Declarant reserves the right and authority to alter, change and amend these covenants and restrictions without the joinder or approval of any subsequent lot owners, so long as the Declarant has not conveyed all of the lots developed and owned by them located therein.

19. ENFORCEMENT: Enforcement of these restrictive covenants shall be by any proceeding in law or equity against the person violating or attempting to violate any covenant or restriction, either to restrain violators or to recover damages, and against the land to enforce any lien created by these covenants, and failure of the Declarant or the Homeowners Association created by these covenants, owner to enforce any of the covenants herein shall in no or any owner vent be deemed a waiver of the right to enforce thereafter. Declarant reserves the right and authority to enforce these restrictive covenants until such time as the Declarant has fully developed and sold all of the lots in the subdivision and has vested said rights in writing in the Homeowner's Association. In

the event enforcement requires a suit in law or equity, the party violating or attempting to violate any provision of these covenants shall be liable for court costs and reasonable attorney fees to the party enforcing or seeking to enforce these covenants.

20. FINES: The Board may impose fines of up to \$50.00 per day or any amount allowed by law, for each violation of these Declarations, By-Laws or rules promulgated by the Association, provided that the Association shall not impose any fines without first notifying the owner of the offense in writing of the violation. Before imposing the fine, the Association shall provide the offending owner an opportunity to be heard regarding the violation. Any fines imposed shall be a lien against owner's lot subordinate to the lien of any institutional mortgage lender. Fines shall be paid not later than 30 days after notice of the assessment of the fine. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be legally entitled.

21. INVALIDATION: The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

22. HOMEOWNER'S ASSOCIATION: The Declarant reserves the right to form a Homeowner's Association at any time for the purposes of maintaining the common areas and for any such other lawful purposes as the Declarant desires. Each and every lot owner, by accepting a deed or contract for any Lot in the subdivision agrees to and shall be a member of and be subject to the rules and regulations of the said Association, including but not limited to the assessment and payment of dues. . In addition to any dues assessed herein, there shall be a one-time fee of \$100.00 payable to the HOA by the Purchaser of each Lot which shall be due at the time of the initial sale of said Lot by Developer, but not subsequent sales of the same. All HOA dues shall be equal for each lot and are payable on February 1 of each year or such time as may otherwise be designated by the Declarant and if unpaid shall be a lien against the respective owner's Lot and shall be prior to all liens, and encumbrances hereafter recorded except a first mortgage or first deed of trust held by a Mortgagee (institutional lender), real estate taxes and other charges levied by governmental authority and made superior by law.

23. ASSIGNMENT: The Declarant reserves the right to assign and transfer any rights, powers and privileges, including any powers of approval created by these covenants to the Homeowner's Association at any time. Any such assignment or transfer shall be by written instrument making specific reference to these covenants and shall be duly recorded in the office of the Register of Deeds of Sampson County.

24. COVENANTS TO RUN WITH THE LAND: All covenants and restrictions shall run with the land and Grantee, by accepting the deed to such premises accepts the same subject to such covenants and restrictions, and agrees for himself, his heirs, and administrators and/or assigns to be bound by each of such covenants and restrictions jointly, separately and severally.

25. DUTIES: These covenants shall continue and run for a period of twenty (20) years from the date of the recording of this instrument. After that they shall be and become automatically extended for an additional twenty (20) years unless in the meanwhile there is entered into, in writing, an agreement, signed by a majority of the owners of lots in the subdivision, and recorded in the Register of Deeds Office declaring these covenants and restrictions terminated. These covenants shall then be extended for an additional twenty (20) year term under the terms and conditions stated above, unless terminated as stated above.

26. APPLICABILITY: These restrictions shall apply to all subdivided numbered lots shown on the aforesaid plats or maps, which lots are for residential purposes only. These restrictions shall not be applicable to any unnumbered lands or land designated on the plat and further, Developer is withholding these parcels for restrictions pursuant to its general scheme of development, the absence of restrictions thereupon being intended to allow Developer maximum flexibility in the determination of the development of such parcels.

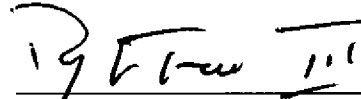
27. ADDITIONAL PROPERTY: The Declarant reserves the right to unilaterally annex additional land (that is adjacent to the Subdivision) as future sections of the Subdivision (in addition to the lots as shown on the plat), as the same may be developed from time to time by the Declarant, except that any 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 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. Notwithstanding anything to the contrary herein, Declarant reserves the right to transfer this continuing declarant right to any person acquiring lots or additional property previously owned by the Declarant by an instrument evidencing the transfer recorded in the Register of Deeds of Sampson County

28. DRAINAGE EASEMENTS AND OFF SITE SUBSURFACE WASTE DISPOSAL DRAIN FIELDS. Throughout the subdivision, there are easements for proper drainage that are located on lot lines as set forth in the aforementioned recorded Map(s). Lot owners are forbidden to take any action that restricts drainage, including but not limited to placing any temporary or permanent structures on the easement. The maintenance of such easements is the responsibility of the declarant/HOA. Lot owners may not restrict reasonable access to inspect or maintain such easements.

29. LEASING. An owner may let or rent his entire residence, but no portion of any residence shall be leased separately from the rest of the residence. Lots may be leased for residential purposes only. All leases shall require that the tenant acknowledge receipt of a copy of these covenants as may be amended and by-laws. The lease shall obligate the tenant to comply with the forgoing. No lot or residence may be used for transient housing, hotel, bed and breakfast, Airbnb, or the like.

30. SPECIAL DECLARANT RIGHTS. The Declarant reserves the right to not pay periodic or special assessments on any lot owned by the Declarant, as long as the Declarant is marketing any lot for sale to a Builder or third party. In addition, the Declarant reserves the right to waive or discount assessments against lots owned by Builders, as long as such Builders are constructing a dwelling unit upon any lot and/or marketing any such lot for sale, said right to be in the sole discretion of the Declarant.

IN TESTIMONY WHEREOF, Roy V. Tew, III, Member/Organizer of JT PROPERTY MANAGEMENT OF NC, LLC, a North Carolina Limited Liability Company, has signed this instrument on behalf of the said company the day and year first above written.


_____(SEAL)
Roy V. Tew, III,
Member/Organizer

NORTH CAROLINA,
HARNETT COUNTY.

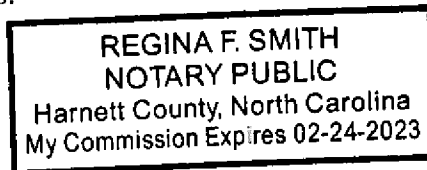
I, REGINA F. SMITH, a Notary Public, hereby certify that **JT PROPERTY MANAGEMENT OF NC, LLC**, a North Carolina Limited Liability Company, by and through its Member/Organizer, **ROY V. TEW, III**, personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

WITNESS my hand and Notarial Seal, this 8th day of March, 2021.



NOTARY PUBLIC

My commission expires:



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Prepared by: Cecil B. Jones, Jones and Jones, P.L.L.C., PO Box 397, Dunn, NC 28335

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
FOR "TAYLORS CREEK SUBDIVISION, PHASE I", AS RECORDED IN MAP
BOOK 107, PAGE 10, SAMPSON COUNTY REGISTRY AND THAT
"RECOMBINATION SURVEY FOR TAYLOR'S CREEK SUBDIVISION,
PHASE 1, LOTS 53, 54 AND 55 AND COMMON AREA" AS RECORDED
IN BOOK 108, PAGE 19, SAMPSON COUNTY REGISTRY

THIS AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR "TAYLORS CREEK SUBDIVISION, PHASE I" (Amendment), is made and entered into this 25 day of June, 2021, by **ROY V. TEW, III and JT PROPERTY MANAGEMENT OF NC, LLC**, a North Carolina Limited Liability Company (collectively: Declarant), 117 E. Stoneybrook Court, Benson, NC 27504,

WITNESSETH:

WHEREAS, pursuant to those Declarations of Covenants and Restrictions for "Taylors Creek Subdivision, Phase I" recorded in Book 2088, Page 360, Sampson County Registry, Declarant Roy V. Tew, III reserved the right to unilaterally alter, change and amend the Covenants and Restrictions and this Declarant desires to amend the Declarations of Covenants and Restrictions as set forth herein; and

WHEREAS, a "Recombination Survey for Taylor's Creek Subdivision, Phase 1, Lots 53, 54 and 55 and Common Area was recorded in Book 108, Page 19, Sampson County Registry for purposes of recombining said lots, expanding the common area and providing for Utility Easements, Drainage Easements and Private Septic Easements as set forth therein; and

submitted electronically by "Jones and Jones, P.L.L.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Sampson County Register of Deeds.

WHEREAS, the Declaration also reserved the express rights of the Declarant to form a homeowner's association at any time for the purpose of maintaining the common areas and for any such other lawful purpose as the Declarant desires; and each and every Lot owner, by accepting a deed for any Lot in the Subdivision, agrees to and shall be a member and be subject to the rules and regulations of such Association; and

WHEREAS, the Declarant desires to incorporate into the Declaration standard provisions regarding the new homeowner's' association, membership therein, and rules and regulations related thereto, which shall be binding upon each and every Lot owner; and

WHEREAS, the Declarant hereby amends the Declaration, as follows:

NOW, THEREFORE, pursuant to rights as reserved in the Declarations and in consideration of the covenants herein contained and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Declarant Roy V. Tew, III hereby amends the Declarations and Declarant JT Property Management of NC, LLC, hereby joins in said Amendment as follows:

1. Paragraph 7 is deleted in its entirety.
2. A new paragraph 7 is added and inserted as follows:

7. UPKEEP:

A. The exterior of all dwellings shall be maintained in good appearance, and the lots shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. All dead trees and shrubbery shall be removed in a timely manner after notice in writing from the Declarant. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

B. No ornamental pear trees including but not limited to "Bradford" Pear trees shall be planted within the subdivision. Nothing herein is intended to prohibit the planting of any fruit bearing pear trees however.

7.1 COMMON AREAS:

A. The Common Areas of the subdivision, including but not limited to the Pavilion, are for the use and enjoyment of owners of Taylors Creek residences and their guests, every owner and every tenant and guest of such owner shall have a right of easement of enjoyment (including the right of ingress, egress and regress) in, over, and upon the Common Property and such easement shall be appurtenant to and shall pass with the title of every Lot, subject to the provisions of this

Declaration, any additional rules and regulations enacted by the Association, and any fees or charges established by the Association. Notwithstanding, it is the duty of each owner to utilize the common areas in a responsible manner and to remove all trash, refuse, and other debris that they may generate during any such use. Likewise, each owner does hereby indemnify and hold harmless Declarant, its heirs, successors, and assigns, for any and all damage, including death or bodily injury, that owners or their guests incur due to their own negligence.

B. Lot 36 common area. Lot 36 shall be a non-maintained natural wooded area. Lot owners may not use this area for hunting, trapping, overnight camping, tree house erecting or timber harvesting (not to include dead or fallen trees), Use of motor driven vehicles is strictly prohibited. This area may be used for walking, hiking and picnic type activities. The declarant or HOA may at their discretion construct walking trails. Lot owners 14, 15, 16, 17, 18, 19, 20, 21 and 22 may not remove any tree from the common area that may encroach on their property without prior approval from declarant or HOA. The lot owners are responsible at their sole expense for removal of any trees or brush that may fall onto said lots. The Declarant or HOA may not deny any reasonable ingress/egress through Lot 36 to allow for such removal of trees or debris.

3. That paragraph 28 is deleted in its entirety.
4. A new paragraph 28 is added and inserted as follows:

28. DRAINAGE EASEMENTS AND OFF SITE SUBSURFACE WASTE DISPOSAL DRAIN FIELDS.

A. Throughout the subdivision, there are easements for proper drainage that are located on lot lines as set forth in the aforementioned recorded Map(s). Lot owners are forbidden to take any action that restricts drainage, including but not limited to placing any temporary or permanent structures on the easement. The maintenance of such easements is the responsibility of the declarant/HOA. Lot owners may not restrict reasonable access to inspect or maintain such easements.

B. Lot 55 will be serviced by an offsite subsurface waste disposal drain field that will be located in the Common Area C as referenced on the aforementioned recorded Map(s). Lots 53 and 54 and the Common Area C will each be subject to a 20 ft. septic supply line easement in addition to the 20 ft. utility easement that is on all lots in the subdivision and shall provide free and unimpeded access for any construction or work necessary for the repair or maintenance of said supply line. Lots 53 and 54 will be required to install appropriate size Schedule 40 or greater conduit beneath any driveways. Septic easements shall remain free of structures, fences, landscaping (other than grass), or any activities that would interfere with

the integrity and maintenance of the easements. The Declarant or HOA is responsible for mowing the off-site area located in Common Area C. The lot owner of lot 55 is solely responsible for the cost of any repairs to the system and for the cost of any repairs for damage done to the system during work to lots 53, 54 and Common area C and shall ensure that the property affected is returned to the same or similar condition as existing prior to any repairs.

5. A new subparagraph **22. B.** is added and asserted as follows:

22.

B. DEFINITIONS. THE ASSOCIATION. COMMON PROPERTY. MAINTENANCE ASSESSMENTS. FUNCTIONS OF ASSOCIATION.

Definitions:

(a) "Association" shall mean and refer to Taylor's Creek Homeowners Association, Inc., a North Carolina non-profit corporation;

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

(c) "Bylaws" shall mean and refer to the adopted bylaws of Taylor's Creek Homeowners Association, Inc., a copy of which are attached hereto as Exhibit A;

(d) "Common Property" shall mean and refer to any open space or other acreage in or adjacent to the Subdivision in which the Association becomes the record owner. 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 or as set out in the Restrictive Covenants, as may be amended;

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

(1) Expenses of maintaining, improving, and repairing the Common Property, including, but not limited to, yard and landscaping, all signage located thereon, and amenities located thereon;

(2) Expenses declared to be common expenses by the provisions of this Declaration or by the provisions of the Bylaws.

(3) Any liability or 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, if any;

(5) Any other expenses determined by the Board, or voted upon and approved by the Owners, to be common expenses of the Association;

(f) "Ownerr" shall refer to membership in the Association, and shall include the Declarant (and its designated officers, employees or agents) and all Lot owners.

(g) "Period of Declarant Control" means the period commencing on the date hereof and continuing until the later of (i) one (1) year after the Declarant no longer owns a Lot, or (ii) Declarant no longer owns any land (regardless of when acquired) which Declarant may annex into the Subdivision at a later time [it being agreed that such Period of Declarant Control shall not expire in such context until Declarant no longer owns a future/annexed lot in the Subdivision]. The above notwithstanding, the Declarant may voluntarily terminate such Period of Declarant Control at any time by recording a memorandum evidencing same in the local Registry.

Property Rights in Common Property:

Section 1. *Title to Common Property.* The Declarant covenants for itself, its successors and assigns, that it shall convey any platted Common Property to the Association prior to, or promptly after the expiration of, the Period of Declarant Control. The Common Property shall be conveyed to the Association subject to all easements, restrictions, covenants, and conditions of record as of the date of such conveyance, including the terms of this Declaration.

Covenants for Maintenance Assessments:

Section 1. *Creation of Lien and Personal Obligation of Assessments.* Each Owner of a Lot is deemed to covenant and agree to pay to the Association periodic assessments (to be paid annually, or as otherwise determined in the discretion of the Association), in addition to the one-time fee of \$100.00, which are for Common Expenses. 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.

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 to 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 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 annual 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 or discount assessments against Lots owned by builder, as long as such builders are constructing a dwelling unit 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. *Uniform Rate of Assessment.* Both periodic and special assessments must be fixed at a uniform rate for all Lots, except as may be otherwise provided elsewhere herein.

Section 5. *Date of Commencement of Initial Annual Assessments; Due Dates.* The annual assessments provided for herein shall commence as to all Lots on as of February 1, 2022. The due dates shall be established in the discretion of the Association.

All builders shall be exempt from paying annual assessments on any Lot in which they intend to construct a single family home for sale to a third-party buyer; however, such builder exemption shall expire upon the earlier to occur of (i) the sale of such Lot to a third-party buyer, or (ii) two (2) years from the builder's purchase of such Lot, at which time assessments shall commence to accrue upon such Lot (and become due and payable).

Section 6. *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 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 the maximum fee for late payment of assessments, as allowed by 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 Sampson County, which claim shall state the description of the Lot encumbered thereby, the name of the record owner, the amount due and the 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.

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;

(b) 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;

(c) 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;

(d) to provide for all necessary administrative services, including but not limited to acquiring liability insurance on Common Property (as required or desired); handling legal matters, accounting and financial matters; providing communication services (including, but not limited to providing notices of meetings, activities, and other matters); and handling payment of expenses;

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

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

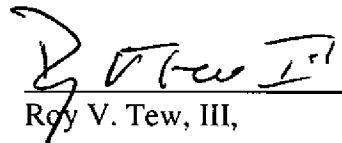
(g) upon the termination of the Period of Declarant Control, the Association shall be authorized, and is hereby fully empowered by the Declarant and this Declaration, to mow, cut and clean any Lot, in the event the Lot is not properly maintained, and charge the Lot owner for these services, and said charge shall be a lien against the Lot.

Section 2. *Information.* The Association shall make available to all Owners (and their mortgage lenders, upon request), a 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 (if any), as well as the books, records and financial statements of the Association.

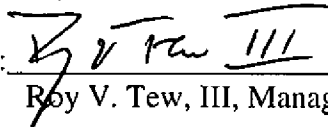
"Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances, as appropriate. The cost of reproduction of such documents shall be paid by the requesting party.

6. Except as specifically amended herein, the Declarations remain unchanged and in full force and effect and the Declarants by their execution hereof, hereby ratify, affirm and approve the Declarations, as specifically amended hereby.

IN TESTIMONY WHEREOF, the Declarant, Roy V. Tew, III and JT PROPERTY MANAGEMENT OF NC, LLC, have signed this instrument as the Declarant the day and year first above written.

 (SEAL)
Roy V. Tew, III,

JT PROPERTY MANAGEMENT
OF NC, LLC

By:  (SEAL)
Roy V. Tew, III, Manager

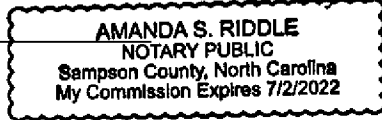
NORTH CAROLINA,
HARNETT COUNTY.

I, Amanda S. Riddle, a Notary Public, hereby certify that **ROY V. TEW, III** personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

WITNESS my hand and Notarial Seal, this 25 day of June, 2021.

Amanda S. Riddle
Notary Public

My commission expires:



NORTH CAROLINA,
HARNETT COUNTY.

I, Amanda S. Riddle, a Notary Public, hereby certify that **JT PROPERTY MANAGEMENT OF NC, LLC**, a **North Carolina Limited Liability Company**, by and through its Manager, **ROY V. TEW, III**, personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

WITNESS my hand and Notarial Seal, this 25 day of June, 2021.

Amanda S. Riddle
Notary Public

My commission expires:

