

FILED	Jun 14, 2024
AT	08:46:27 AM
BOOK	11995
START PAGE	0001
END PAGE	0012
INSTRUMENT #	17617
RECORDING	\$26.00
EXCISE TAX	\$0.00

MAIL AFTER RECORDING TO: H. Terry Hutchens
P.O. Box 2505
Fayetteville, NC 28302

THIS INSTRUMENT WAS
PREPARED BY: H. Terry Hutchens
Hutchens Law Firm LLP

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR REAL PROPERTY**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REAL PROPERTY (this "Declaration") is made and entered into this the 23rd day of May, 2024, by Marilyn Lucille Danis, Trustee under the Marilyn Lucille Danis Revocable Trust hereinafter referred to as "Declarant" or "Developer."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cumberland County, North Carolina, which is more particularly described on plat entitled "Lots 8A, 8B and 8C Immanuel Baptist Church" recorded in Plat Book 150, Page(s) 09 (the "Plat"), Cumberland County, North Carolina Registry (the "Property"); and,

WHEREAS, Declarant desires to provide for the preservation of the values in said Property and under a general plan or scheme of improvement desires to subject said property to the following easements, restrictions, covenants, and conditions (hereinafter collectively referred to as "Restrictions"), which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and to the following Restrictions. This Declaration and the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to this Declaration.

ARTICLE I
DEFINITIONS

Section 1. "Architectural Administrator" shall mean the Declarant, as long as Declarant owns at least one lot within the Property or real property within two (2) miles of the Property. The Architectural Administrator's role is to approve alterations and improvements as set forth herein.

Section 2. "Declarant/Developer" shall mean and refer to Marilyn Danis, and any successor or assign designated as Declarant in a document recorded with the Cumberland County Register of Deeds executed by the immediately preceding Declarant.

Section 3. "Covenants" or "Declaration" shall mean this instrument as it may be from time to time amended, supplemented, modified or incorporated by reference.

Section 4. "Development" shall mean the Property.

Section 5. "Lot" or "Lots" shall mean and refer to the two lots numbered 8A and 8B shown upon the Plat or upon any recorded subdivision map of the Property, as such map or maps may be from time to time recorded, amended or modified.

Section 6. "Offensive or Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance *per se* and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the Property area by the residents and overnight guests and their reasonable expectations of permanent habitation, vacation meeting, working, recreating, or enjoying sports, music, food, natural surroundings, and entertainment, free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, significantly loud radio, hi-fi, electronic music distractions, and other unreasonable behavior curtailing the reasonable pleasure and use of the Property within or adjacent to the Property. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Declarant shall not constitute offensive or noxious activity of behavior unless such permit is withdrawn by the Declarant, or its terms and conditions violated.

Section 7. "Owner" shall mean and refer to the owner as shown by the records in the Register of Deeds of Cumberland County, North Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, including the Declarant/Developer, of fee title to either Lot, but, notwithstanding any applicable theory of a mortgage, 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; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Register of Deeds, a long-term

contract of sale covering either Lot within the Property, the purchaser under said contract of such Lot shall be the Owner and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

Section 8. "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) December 31, 2050; (ii) when Declarant has voluntarily terminated its Declarant Rights hereunder in writing; or (iii) when Declarant no longer owns any lots in the Subdivision or any property within a two (2) mile radius thereof.

Section 9. "Plat" or "Plats" shall refer to the following:

Plat entitled "Lots 8A, 8B and 8C Immanuel Baptist Church" recorded in Plat Book 150, Page(s) 09, of the Cumberland County, North Carolina Registry.

Section 10. "Property," "Properties" or "Subdivision" shall mean and refer to the land as shown on the Plats.

ARTICLE II PROPERTY RIGHTS

Section 1. Utilities Reserved by Declarant. Declarant reserves the right to subject the Property to a contract with public utility provider(s) for the installation of overhead and/or underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to such public utility provider by the owner of each Lot. Declarant may devote any Lot or portion thereof, not already sold, for any construction and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities.

During the Period of Declarant Control, Declarant reserves, for itself and its employees, agents, and its successors and assigns, an easement upon and a right of ingress, egress and regress on, over and under the Property for the purpose of constructing and maintaining such roadways, water, sewer, gas, storm water, drainage and retention, telephone, cable televisions and electric and other utility facilities to the extent required by any applicable governmental entity or deemed by the Declarant to be necessary or convenient for the development, use and enjoyment of the Properties and the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, relocate utility facilities within said easement and take any other similar action that it deems reasonably necessary or appropriate.

Section 2. Utility Easements. 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 change the direction or flow of drainage, or which may obstruct or retard the flow of water.

Section 3. Other Easements. The following easements are granted by Declarant to others:

(a) An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services, to enter upon all Lots in the performance of their duties.

(b) In the event of an emergency originating in or threatening any Lot, regardless as to whether any Lot Owner is present at the time of such emergency, the Declarant or any other person authorized by Declarant shall have the right to enter any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners, and such right of entry shall be immediate.

(c) An easement is hereby established over every Lot within the Property for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

Section 4. Nature of Easements. All easements and rights described herein are perpetual easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the Declarant, her successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof, regardless of whether or not reference is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

Section 5. Prohibition of Permanent Structures Within Easements. No permanent structure except permitted fences allowed herein may be built within those easements shown on any recorded plat of the Property, or described in the Declaration, unless constructed by Declarant. Owners may not plant trees, shrubs, flowers and grass in those easements except with written approval of the Declarant or the Architectural Administrator. Owners shall be responsible for the cost of removal, repair and/or replacement of any non-permanent structures which the Association deems necessary to remove to allow for maintenance, servicing, repair or replacement within those easements. Owners shall also be responsible for the cost of the removal of any permanent structure constructed within those easements, if removal is required by the Declarant. Any costs incurred by the Declarant for removal, repair and/or replacement of structures or vegetation in the easement areas shall be assessed to the Owner of the related Lot.

ARTICLE III **RIGHTS OF DECLARANT**

The Declarant shall have, and there is hereby reserved to the Declarant, the following rights, powers and privileges which shall be in addition to any other rights, powers and privileges reserved to the Declarant herein:

Section 1. Development Activities. During the Period of Declarant Control, Declarant shall have the right to conduct development, construction, marketing and customer service

operations within the Development in a customary and reasonable fashion. This includes the right to maintain construction and sales offices and model homes on Lots which Declarant owns and to park vehicles thereon, the right of access over the streets and rights of way within the Development by construction and supply vehicles and the right to store materials and equipment related to such land development and construction on Lots owned by Declarant, and the right to make and reproduce photographs of the homes in marketing, advertising, and public relations efforts. However, it shall be incumbent upon those exercising these reserved rights to conduct their activities in ways respectful of the comfort and safety of the occupants of Lots in the Development.

Section 2. The Architectural Administrator. All duties and responsibilities conferred upon the Architectural Administrator by this Declaration shall be exercised and performed by the Declarant or its designee during the Period of Declarant Control.

Section 3. Plan of Development. The right to change, alter or redesignate the allocated planned, platted, or recorded use or designation of any of the lands constituting the Development including, but not limited to, the right to change, alter or redesignate road, utility and drainage facilities and easements and to change, alter or redesignate such other present and proposed amenities or facilities as may in the sole judgment and discretion of Declarant be necessary or desirable. The Declarant hereby expressly reserves unto itself, its successors and assigns, the right to re-plate any one (1) or both Lots shown on the plat of any subdivision of the Property in order to create one or more modified Lots; to further subdivide tracts shown on any such subdivision plat into two or more Lots; to recombine one or more tracts or Lots or a tract and Lots to create a larger tract; and to take such steps as are reasonably necessary to make such re-platted Lots or tracts suitable and fit as a building site, access area or roadway.

Section 4. Amendment of Declaration By Declarant or Board. This Declaration may be amended or supplemented by the Declarant as follows:

- (a) In any respect, prior to the sale of the second Lot and with the consent of the Lot owner(s) thereafter;
- (b) Without the consent or approval of any lot(s) owner(s) when necessary to:
 1. To correct any obvious error or inconsistency in drafting, typing or reproduction;
 2. To include any platting changes as permitted herein;
 3. To conform this Declaration to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots and Improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of North Carolina, regarding purchase or sale of such Lots and Improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. Notwithstanding anything else herein to the contrary, only the Declarant shall be entitled to amend this Declaration pursuant to this Section during the Period of Declarant Control.

Section 5. Right to Transfer Declarant Rights. Any or all of Declarant's rights or obligations set forth in this Declaration may be transferred in whole or in part to other persons. No such transfer or assignment shall be effective unless evidenced by a recorded document. The foregoing sentence shall not preclude Declarant from permitting other persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety. In such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

ARTICLE IV
ARCHITECTURAL CONTROL

No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purposes, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on either Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building Lot and approximate square footage, construction schedule, and such other information as the Declarant shall require, have been submitted to and approved in writing by the Declarant, during the Period of Declarant Control. The Declarant, during the Period of Declarant Control, shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and Lot grading and landscaping plans, the Declarant may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building Lot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In the event the Declarant, during the Period of Declarant Control or its designated committee fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, approval shall be conclusively presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvements which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a Lot.

ARTICLE V
RESTRICTIONS

Section 1. All Lots shall be used for residential purposes only and shall not be used for any business or commercial purposes.

Section 2. No sign or signs other than "For Sale" or "For Rent" sign shall be displayed on any Lot.

Section 3. All structures shall comply with all setback requirements within the subdivision, and set-back requirements and maximum build upon area per Lot within the subdivision as are set forth in this Declaration. Provided that the front building setback line shall be a minimum of 150 feet from the front of each lot (i.e. the boundary line which runs with the margin of the right of way of the street on which the lot fronts). The side building setback line shall be a minimum of 15 feet from each side of each lot and said side setback line shall be 15 feet. The rear building setback line shall be 35 feet from the rear of each lot. In the event of any conflict between these guideline requirements and any other later imposed by any governmental authority, Declarant's guideline shall govern. When consistent with local ordinance, the building line set-back as provided for in this paragraph may be varied by as much as ten (10) percent with the express consent of the Declarant.

Section 4. Every dwelling constructed on a Lot shall contain at least the minimum required square footage of fully enclosed and heated floor area. The minimum required square footage shall be 3,000 square feet for all lots exclusive of patios, attached garages, terraces, decks, roofed and unroofed porches and accessory buildings. All homes are required to have an enclosed garage for a minimum of two cars (attached and unattached to the residence) constructed only on one side or rear of the residence and shall have only a rear or side entrance. All garages must be constructed in substantial architectural conformity with the construction of the residence.

Section 5. No chain link, wire, or concrete block fences shall be permitted on any Lot. No fence shall be erected closer to any street line than the rear corner of the house. No fence shall exceed six feet (6') in height. Rear fences may be solid wood or vinyl, not to exceed six feet (6') or wood or vinyl picket. On corner Lots, the fence must extend from the rear corner of the house closest to the side street and extend to the rear Lot line. On the opposite corner, the fence can extend to the interior side property line before turning to the rear Lot line. For all wooden fences, the finished side must face the exterior of the Lot and the bracing must be facing the interior of the Lot.

Section 6. No transmission antenna of any kind may be erected anywhere on a Lot without the prior written consent of the Architecture Administrator. No direct broadcast satellite ("DBS") antenna or multi-channel multi-point distribution services ("MMDS") antenna larger than one (1) meter in diameter may be placed, allowed or maintained upon any Lot. A DBS or MMDS antenna one (1) meter or less in diameter or television broadcast service antenna may only be installed in accordance with Federal Communication Commission ("FCC") rules and the rules and regulations of the Association as authorized by the FCC, as both may be amended from time to time. HAM radios, two way radios and other hobby or professional radio communication transmission equipment are prohibited. All electrical transmission or service lines on a Lot shall be installed beneath the surface of the ground.

Section 7. No boat, motor boat, camper, trailer, motor or mobile home, shall be permitted to remain on any Lot unenclosed outside of the garage at any time, unless by consent of the Declarant in which event such vehicles shall be placed in the area or areas designated by the Declarant. No commercial vehicles, personal vehicles with commercial messages, or non-private vehicles shall be parked on the streets except for the duration of the services being rendered in the area. No trailers (including boat trailer, camper or horse trailers) or habitable motor vehicle of any nature shall be kept on or stored on any part of the Property except in an

enclosed area. No commercial trucks or non-private vehicles of any nature shall be parked overnight on the Property unless specifically approved by the Declarant.

Section 8. No automobile or other mechanical repairs shall be conducted within a Lot other than in a garage or concealed from public view. No unlicensed or mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on a Lot at any time except in a closed garage.

Section 9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or similar type of structure shall be placed, erected or allowed to remain on any Lot without the written consent of Declarant, its successors or assigns. Nor shall any structure of a temporary character be used as a residence, temporarily, permanently or otherwise.

Section 10. Nothing contained in these Covenants shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and other structures as the Declarant may deem advisable for development purposes.

Section 11. Each Lot Owner covenants and agrees that he/ she will keep his/ her Lot in good condition and repair; and the dwelling, improvements, and landscaping located thereon shall be kept in presentable condition at all times. If any Lot Owner fails to abide by this covenant, then the Declarant shall be vested with a self-help right to perform such maintenance on behalf of such Lot Owner and shall charge the expense thereof to the Lot Owner, which shall become a lien against any such Lot, enforceable as provided by law. The Declarant shall provide written notice to any Lot Owner who is in violation of this covenant, and the Lot Owner shall have a period fourteen (14) days to cure such violation (as of the Lot Owner's receipt of such written notice), after which the Declarant shall have the right to elect its self-help remedy and perform the work on the Lot Owner's behalf; and the Declarant shall have a license to enter upon the Owner's Lot for such limited purpose; however, notwithstanding the above, it is understood and agreed that if the Lot is in foreclosure (as evidenced by any foreclosure filing with the local Clerk of Court's office), then the requirement that the Declarant provide such written notice the Lot Owner along with such cure right shall be automatically waived; and the Declarant shall be immediately vested with the right to perform the work and assess the Lot (without such advance notice or cure right being necessary).

Section 12. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot, except that the keeping of not more than three (3) orderly domestic dogs and three (3) orderly domestic cats shall be permitted; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days written notice from the Declarant. All pets shall be registered with the Declarant and shall otherwise be registered and inoculated as required by law.

Section 13. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other Lots by the Owners

thereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on the Owner's Lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

Section 14. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot for the purpose of illumination shall be clear, white non-frost or smoked exterior lights and all draperies covering windows which are visible from the exterior of the units shall be lined with white or some other neutral color.

Section 15. 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. Lot may be leased only for residential purposes. All leases must be in writing and shall have a minimum term of at least twelve (12) months. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration. The lease shall also obligate the tenant to comply with the foregoing, and the lease shall provide that the violation of any provision of this Declaration shall be a breach of said lease, subjecting the tenant to termination of the lease and eviction. No Lot or residence located thereon may be used for transient housing, for hotel purposes, or as a bed and breakfast.

Section 16. In the event of fire or other casualty damage to any existing dwelling unit the damage must be repaired immediately. If the dwelling unit is totally destroyed or partially destroyed, the appropriate repair or replacement must be completed within one (1) year from the date of damage. The dwelling unit must be rebuilt to the previous style, size, design and at least comparable market value and shall be subject to the Architectural Administrator approval as provided for in Article IV.

Section 17. It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and grantees and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right of enforcing same.

Section 18. The Declarant shall have the right, but no obligation, to remove or require the removal of any fence, sign, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of the same will, in the sole judgment and opinion of the Declarant, obstruct the vision of a motorist upon any of the access way.

Section 19. No person shall impede or obstruct the access or egress of an Owner to or from their Lot. The Owner who is completely blocked from access or egress to or from their home from either direction may have any vehicle or vehicles removed from the common drive as required to gain such access or egress and the owner or owners of such vehicle or vehicles will be liable for any towing and/or storage charges resulting from such removal.

Section 20. No basketball goals may be erected or placed in the street right of way.

Section 21. All garbage and trash will be placed in covered containers of a type, size and style which are approved by the Declarant and subject to applicable governing jurisdiction, and which will be stored behind screening or inside the Dwelling. No person shall burn rubbish, garbage, or any other form of solid waste on any Lot or within the right of way of any street within the Property.

Section 22. No air conditioners shall be installed in any window of any building located on any Lot. No air conditioner shall be installed on any building located on any Lot such that the air conditioner protrudes through any exterior wall of the building.

Section 23. The invalidation of any one or more or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants and conditions or portions thereof.

Section 24. It shall be the obligation of the Lot owner to provide adequate drainage of his or her lot to the end that the property or properties adjacent to said lot shall not be subjected to other than the natural flow of drainage presently existing. It shall also be the obligation of the lot owners to provide, install and maintain adequate culvert or drainage pipe beneath his or her driveway as it crosses the street right of way in order that the natural flow of drainage will not at any time be blocked along the street right of way. The size of such drainage pipe shall be determined by the Committee.

Section 25. Each Lot owner shall provide space on his lot for off street guest parking for not less than three (3) passenger automobiles prior to the occupancy of any single family dwelling constructed on said lot. Said parking areas and driveways thereto shall be in accordance with reasonable standards and shall be constructed of concrete, asphalt, crushed stone, crushed shells or any other material approved by the Architectural Administrator. All driveways shall be required to have a driveway apron constructed, a minimum of sixteen (16) feet in width at the road entrance. No construction vehicles shall be allowed to park on the grassed roadway shoulders.

ARTICLE VI **GENERAL PROVISIONS**

Section 1. Lots Subject to Declaration. All present and future Owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such Owner, tenant or occupant.

Section 2. Duration. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot, as though such provisions were made a part of each and every deed of conveyance or lease, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 3. Amendment of Declaration. Except as otherwise expressly provided herein, the covenants and restrictions of this Declaration may be amended by an instrument signed by the Declarant and all lot owners. In no event may the Declaration be amended so as to deprive

the Declarant of any rights herein granted or reserved unto Declarant, and during the Period of Declarant Control, no amendment may be made without the written consent of Declarant.

Notwithstanding any terms to the contrary contained herein, for so long as Declarant owns any real property subject to this Declaration or any property within two (2) miles of the Property, Declarant, without obtaining the approval of any Owner or Owners, shall have the unilateral right, in its sole and absolute discretion, to make any amendments or modifications hereto which Declarant deems necessary or desirable, including, without limitation, amendments or modifications to any procedural, administrative or substantive provisions of this Declaration.

Any action to challenge the validity of an amendment to this Declaration must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner, on the first day of the calendar month in which said notice is mailed. Notice to one of two or more co-owners of a Lot or dwelling unit shall constitute notice to all co-owners.

It shall be the obligation of every Owner to immediately notify the Declarant in writing of any change of address. Any person who becomes an Owner following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor-in-title.

Section 5. Enforcement. The Declarant, 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 Declarant or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall be entitled to recover its reasonable attorney fees and costs incurred enforcing these restrictions, conditions, covenants, reservations, liens, and charges from the party or parties in violation of the same.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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 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 8. Trespass. Whenever the Declarant is 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 9. Incorporation of Applicable Ordinances and Conflict. In the event of any conflict between the provisions of this Declaration and any applicable provisions of the Cumberland County Zoning or Subdivision Ordinances, the provisions of the Cumberland County Zoning or Subdivision Ordinances shall control.

IN WITNESS WHEREOF, this Declaration has been executed by the Declarant this the 23 day of May, 2024.

MARILYN LUCILLE DANIS, TRUSTEE UNDER THE
MARILYN LUCILLE DANIS REVOCABLE TRUST

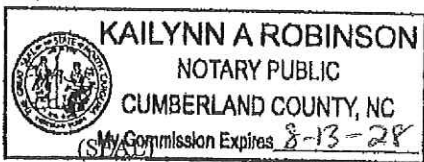
By: Marilyn Danis
Print Name: Marilyn Danis, Trustee

STATE OF North carolina

COUNTY OF Cumberland

The undersigned, a Notary Public in and for said county and state, does hereby certify that Marilyn Danis, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration of Covenants, Conditions and Restrictions for Real Property and acknowledged that he had authority to sign on behalf of the principal in the capacity indicated above.

Witness my hand and notarial seal, this the 23rd day of May, 2024.



Kailynn A. Robinson
Notary Public printed name

Kailynn A. Robinson
Notary Public signature

My Commission expires: 08-13-2028