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FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY, NC
2010 SEP 16 12:05:58 PM
BK: 2785 PG: 297-306 FEE: \$38.00

INSTRUMENT # 2010013216

**DECLARATION OF PROTECTIVE COVENANTS
FOR: RICHMOND PARK, SECTION 6
(the "Declaration")**

Prepared by and return to:
Gaylor Edwards & Vatcher, P.A.
219 New Bridge Street
Jacksonville, NC 28540

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

THIS DECLARATION OF PROTECTIVE COVENANTS, made this the 15th day of September, 2010 by SUNSET COVE DEVELOPMENT, INC., a North Carolina corporation, hereinafter called "Declarant"),

WITNESSETH:

DECLARANT HEREBY DECLARES, COVENANTS AND AGREES, with all persons, firms, corporations or other entities now owning or hereafter acquiring an interest in the real property described in ARTICLE I of this Declaration, that said real property is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth herein below as to the use thereof, running with said real property, by whomsoever owned, to wit:

ARTICLE I- SUBJECT PROPERTY: The real property which is, and shall be held, transferred, sold and conveyed subject to these protective covenants set forth in this Declaration is located in the County of Harnett, State of North Carolina, and is more particularly described as follows:

BEING all that property, including but not limited to the numbered lots (the "Lots") as shown on that plat entitled "RICHMOND PARK, SECTION 6", prepared by Enoch Engineers, P.A., and recorded in Book of Plats 2010, Page 656-659, in the Office of the Register of Deeds of Harnett County, North Carolina.

ARTICLE II- DEFINITIONS:

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Richmond Park Section 6 HOA, Inc., a North Carolina non-profit corporation.
- (b) "Lot" shall mean and refer to any separately described parcel of land shown upon the original recorded map of the Subdivision, or recombination of Lots permitted under this Declaration or any Supplemental Declaration, other than Open Spaces (as hereinafter defined), streets or roadways.
- (c) "Open Space" shall mean and refer to those areas of land designated as such on the original recorded map of the Subdivision to be conveyed to and maintained by the Association in accordance with the

Harnett County Subdivision Ordinance, as may be amended, but shall not include any separately described and designated Lot, nor any street or roadway.

(d) "Owner" shall mean and refer to the legal or equitable owner, whether one or more persons or entities, owning any Lot, whether such ownership be in fee simple title or as land contract vendee, but shall not mean or refer to a mortgagee.

(e) "Streetscape Buffer" shall mean and refer to that area of land between the street rights of way and front lot or side lot lines of the Lots as shown on the original recorded plat of the Subdivision to be conveyed to and maintained by the Association in accordance with the Harnett County Subdivision Ordinance, as may be amended.

(f) "Subdivision" shall mean and refer to all lands described in Article I above, as are subject to this Declaration or any Supplemental Declaration.

(g) "Structure" shall mean and refer to:

(i) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, driveway, sidewalk, greenhouse or bathhouse, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, fence, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters or any other temporary or permanent improvement on such Lot;

(ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial river, creek, stream, canal, wash or drainage channel from, upon or across any Lot; and

(iii) any change in grade at any point on a Lot of more than six (6) inches.

ARTICLE III- LOTS AND VARIANCE OF LINES: Each Lot as shown on the recorded plat referred to in Article I herein above, shall consist of a tract of land having an area as shown on said plat. The owners of said Lots may not vary the lines and boundaries of said Lots, except as otherwise provided herein; provided, the owners may not reduce the size of any Lots, except in accordance with appropriate re-subdivision approval by the Harnett County or other local governmental agency, and the owner may not re-subdivide any Lot in such a manner as would increase the total number of Lots within the subdivision as shown on the above mentioned recorded plat. In the event the lines and boundaries of any of said Lots are revised or varied pursuant hereto, the location of the easements shown on the recorded plats or reserved herein shall automatically change so as to be located along and with the property lines of the Lots as revised.

ARTICLE IV- BUILDING TYPE AND SETBACK REQUIREMENTS: No structure shall be erected, placed, altered, or permitted to remain on any such Lot other than one detached single family dwellings not to exceed two stories in height and a private garage for not more than three automobiles. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

No one story dwelling shall be permitted on any Lot, unless such dwelling has a ground floor area of the main structure, exclusive of basement, porches, garages and storage areas, of not less than 1,400 square feet. No dwelling with more than one floor of finished living area shall be permitted on any Lot, unless such dwelling has a ground floor area of the main structure, exclusive of basement, porches, garages and storage areas, of not less than 600 square feet. A five percent (5.0%) variance on dwelling size may be permitted with written permission from Declarant.

No mobile homes, pre-manufactured or modular homes shall be erected, altered, placed or permitted to remain on any Lot. No dwelling shall have or contain a metal roof, metal siding or exposed cinder block, provided, painted or wood grain aluminum or vinyl siding, reasonably maintained, shall be permitted. Such metal or block materials shall be deemed exposed even though same is completely painted. All materials used in the exterior construction of a dwelling shall be new building materials.

No building shall be located on any Lot nearer than 35 feet to the front line, nor nearer than 20 feet to any side street line. No building shall be located with respect to interior side lot lines so as to be nearer than 10 feet to either such line. No dwelling shall be located nearer than 25 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 15 feet to the rear lot line. For the purposes of this restriction, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach

upon another Lot. An error of not more than 10 percent in the location of a building on the Lot with respect to the minimum set back lines shall not be considered a violation of this restriction.

ARTICLE V- LAND USE: No Lot or Lots shall be put to any use other than for single family residential purposes, except that any Lot which is owned by Declarant, or its assignee, may be used by the Declarant, or its assignee for a street or roadway. No building shall be used except for residential purposes. No Lot shall be used for business, manufacturing or commercial purposes.

ARTICLE VI- LOT AREA AND WIDTH: No dwelling shall be erected or placed on any Lot having an area of less than nine thousand one hundred (9,100) square feet.

The layout of Lots shown on the recorded plat of the subdivision shall be adhered to and no scheme of facing Lots in any other direction than that shown on said plat shall be permitted. The Declarant, its successors and assigns, reserves the right to further subdivide the Lots or to re-divide the same or combine two or more Lots, in the event of hardship or the inability to reasonably market and sale any of the Lots and to waive restrictions as to building setback lines.

ARTICLE VII- EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each Lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct, retard or change the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant reserves for itself, its successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

ARTICLE VIII- NUISANCES: No noxious, offensive or hazardous environmental activity shall be carried on or permitted 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, or devise or thing of any sort whose activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof, except as otherwise specifically permitted herein.

No mobile homes, trailers or inoperable motor vehicles may be stored or parked on any Lots. No signs or billboards shall be placed, erected or maintained on any Lot, except "For Sale" signs not more than eight (8) square feet in area.

ARTICLE IX- PETS: Dogs, cats and other household pets shall be permitted on the Lots, provided however, (1) not more than five (5) pets can be kept and maintained upon any one Lot, and (2) said pets must be kept under proper supervision and control so as not to cause or create a nuisance, danger or menace to others, and (3) said pets must be kept on the Lot of their owner, and must not be allowed to go upon the property of others or to run free and unrestricted upon the streets or open space in the subdivision.

ARTICLE X- TEMPORARY STRUCTURES: No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be erected, placed, used or permitted on any Lot for residential purposes. Trailers, campers, vans, boats and recreation vehicles shall be parked on any Lot at any time for any purpose, unless it is parked behind the main dwelling structure.

ARTICLE XI- GARBAGE AND REFUSE DISPOSAL: It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly, unhealthy or unkept conditions of buildings on grounds of any Lot which shall tend to substantially decrease the aesthetic appeal or useability of any Lot. All Lots shall be kept clean and free of garbage, junk, trash, debris and any substance which might contribute to a health hazard or the breeding and inhabitation of snakes, rats, insects or other pest and vermin. Each Lots owner shall provide

receptacles for garbage in an area not generally visible from the public street, or provide underground garbage receptacles or similar facilities in accordance with reasonable standards. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XII- COMMUNICATION/MICROWAVE DISHES: Communication/microwave dishes shall be permitted provided that they are located behind the main dwelling. If such dish or dishes are visible from a public street within the subdivision, they must be screened by fencing and/or shrubs so that they cannot be seen from the public street.

ARTICLE XIII- STORAGE RECEPTACLES: No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an outbuilding or buried underground or screened so as not to be visible from the public street.

ARTICLE XIV- ERECTION OF FENCES AND SIGNS: No fence shall be erected on any Lot closer to the front of the Lot than the main dwellings rear corner. No fence shall be erected within the easement for utilities provided for in this Declaration. Fencing traversing a Lot shall be parallel with the front lot line. Provided, however, that with respect to corner Lots, no fencing shall be erected or maintained any closer than forty-five (45) feet from the front property line, not to exceed a ten-foot extension from the back corner of the main dwelling (extended from the back line of the dwelling); in the event a dwelling has already been constructed on the Lot adjacent to any corner Lot, no fencing shall be erected on the corner Lot any closer to the front of the Lot than the distance the front corner of the adjacent structure is from its front property line; in any event, fencing shall be no closer than the dwelling's rear corner. Solid privacy fences over three (3) feet in height shall not be built within twenty-five (25) feet of a public right of way.

ARTICLE XV- SIGHT DISTANCE AT INTERSECTION: No fences, wall, hedge or shrub planting which obstructs sight lines at elevations more than three (3) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply upon any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XVI- WATER AND SEWER SYSTEMS AND DRAINAGE: All water and sewage systems shall be installed and maintained in conformity with the requirements of the Harnett County Health Department and shall be inspected and approved by same. All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N.C. State Highway Department recommendations.

ARTICLE XVII- STREET LIGHTING AGREEMENT: The Declarant for itself, its successors and assigns, reserves the right to subject the real property in this subdivision to a contract with Central Electric Membership Corporation (EMC), or such other electric utility company suitable to Declarant, for the installation of underground electric cables and/or the installation of street lighting, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to the EMC or other suitable electric utility company by the owner of each dwelling. Additionally, the County of Harnett may levy special tax assessments against each Lot to install street lighting.

ARTICLE XVIII- ARCHITECTURAL COMMITTEE: No building shall be erected, placed or altered on any Lot in the subdivision until the building plans, specifications and plat showing the location of such buildings or fences have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to locations of the buildings or fence with the topography and finished ground elevation by an architectural committee whose members will be appointed by the Declarant.

ARTICLE XIX- COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS: Driveway headwalls, fences, mailboxes, newspaper delivery boxes or other roadside obstructions, constructed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of

materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, its successor or assign, shall not be permitted. It shall be the duty of the owner of any Lot to remove such obstruction, at the owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant, its successor or assign.

ARTICLE XX- RICHMOND PARK SECTION 6 HOA, INC.

a. The Richmond Park Section 6 HOA, Inc. (the "Association") has been or will be formed at the direction of the Declarant pursuant to the rules and requirements of the Nonprofit Association Act (Chapter 55A) of the General Statutes of North Carolina as an association of the owners of the Lots. Its purposes are to oversee, inspect, maintain, and repair the Streetscape Buffers, including, but not limited to the trees and sidewalks situated therein, prime views and vistas areas, Open Space, and drainage easements in the Subdivision. Additionally, upon the transfer of rights, duties and obligations set forth in this Declaration to the Association, the Association shall be obligated to maintain the curbs and gutters adjacent to the streets in the Subdivision, until such time as the streets are accepted by the North Carolina Department of Transportation for maintenance, and install tree save fencing, or flag existing trees within the Streetscape Buffer. Prior to such transfer of rights, the Declarant shall maintain the curbs and gutters, and install the tree save fencing and flag existing trees in the Streetscape Buffer. Furthermore, in the event any sidewalks or fences encroaching upon any drainage or utility easement, or within any street right of way, are removed, damaged or destroyed, it shall be the primary responsibility of the Owner of any Lot upon which such sidewalk or fence is situated to repair or replace the same, and upon such Owner's failure or refusal to do so, after thirty (30) days written notice from the Association, the Association shall repair or replace such portion of the removed, damaged or destroyed sidewalk or fence, and assess the responsible Owner for all costs and expenses incurred as a specific special assessment as provided herein. The Association shall have no authority with respect to the Lots located in the Subdivision until such time as Declarant transfers such rights to the Association.

b. The Declarant shall have the right, but not the obligation, to annex into the Subdivision additional property now, or in the future, owned by Declarant. From and after the date of such annexation, the annexed Lots shall be subject to the jurisdiction of the Association and the owners of the annexed Lots shall be members of the Association.

c. Each owner of a Lot within the Subdivision shall be a member of the Association. The Declarant, by this Declaration, and the owners of each individual Lot, by their acceptance of a deed thereto, covenant and agree with respect to the Association:

(i) that for so long as each is an owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association; and

(ii) that any unpaid assessment, whether general or special, levied by the Association in accordance with this Declaration, the Articles of Incorporation (herein called the "Articles") or the Bylaws of the Association (herein called the "Bylaws") shall be a lien upon the Lot upon which such assessment was levied and also shall be the personal obligation of the person who was the owner of the Lot at the time the assessment fell due.

d. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from the ownership of said Lot. The books and all supporting documentation, the Declaration, the Articles, the Bylaws, and all amendments thereto shall be available for examination by all Lot owners, and their lenders or their lenders' agents during normal business hours at the principal office of the Association.

e. The Association shall have one class of members. The members shall be all owners of a Lot, and they shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such persons shall be members; however, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot.

f. The Declarant shall, at its sole cost and expense, initially construct, plant and install all improvements in the Streetscape Buffer, prime views and vistas areas, Open Space areas, and drainage easements required under any federal, state or local law, ordinance, rule or regulation. Upon the transfer and conveyance of the Open Space and Streetscape Buffer to the Association, it shall be the Association's duty and obligation to maintain, and repair such Open Space and Streetscape Buffer, including, but not limited to, the trees, tree save fences and sidewalks situated therein. The Association shall indemnify

and hold Declarant harmless from any loss, cost, claim, fee, fine, suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant occurring after Declarant transfers the Open Space and Streetscape Buffer to the Association. Further, Declarant may bring an action for specific performance of the obligations of the Association pursuant to this paragraph. The Association hereby is granted and conveyed an easement over, under and upon each Lot and future lots in the Subdivision for the purpose of access to and inspection, maintenance, repair and replacement of all drainage easements located upon each Lot and any future subdivided lot.

g. The expenses of the Association shall include:

(i) All amounts expended by the Association in holding and being responsible for the maintenance and repair of the Open Space and Streetscape Buffer as required by the Harnett County Subdivision Ordinance and this Declaration; all amounts expended by the Association in enforcing the provisions of this Declaration, as may be amended; all amounts expended by the Association in the performance of its duties hereunder from and after the time Declarant transfers the Open Space and Streetscape Buffer; and all amounts expended by the Association in legal, engineering or architectural fees and all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by this Declaration.

(ii) All amounts expended by the Association in carrying out any duty or obligation as may be required or allowed by this Declaration, the Articles or the Bylaws.

(iii) All amounts expended by the Association in operating, administering, managing, repairing, replacing, improving, paying all taxes imposed on and insuring the improvements, including landscaping, situated in the Open Space and Streetscape Buffer areas.

h. Each owner of any Lot by acceptance of a deed for the same (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the limitations set forth herein, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, 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 the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot, unless expressly assumed by them, but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

(i) Until January 1, 2011, the annual general assessment shall be One Hundred Dollars (\$100.00) per Lot.

(ii) From and after January 1, 2011, the annual general assessment may be increased upon the vote of a majority of the Board of Directors of the Association by no more than fifteen percent (15%) of the annual general assessment for the preceding year.

(iii) Any increase of the annual general assessment exceeding fifteen percent (15%) of the annual general assessment for the preceding year must be approved by the owners of at least two-thirds (2/3) of the Lots who are voting in person or by proxy at a meeting called for this purpose.

(iv) Once the annual general assessment has been set, notice of the annual general assessment shall be given to all Lot owners. It is provided, however, that no owner is relieved from the obligation to pay the assessment because of failure to give such notice. After the initial notice of the assessment, no bills for such assessment will be forwarded to any owner but such assessment thereafter shall become due and payable as provided by the Board of Directors.

(v) As provided in the Bylaws, and subject to the restrictions and limitations provided herein, the Board of Directors shall establish an Annual Budget in advance for each fiscal year. Such budget shall project all expenses for the forthcoming fiscal year which may be required for the proper operation, management and maintenance of the Open Space and Streetscape Buffer areas, drainage easements, any entrance signs situated in any sign easement area and the Association, including a reasonable allowance for contingencies and reserves. The budget shall take into account any projected or anticipated income. Upon adoption of such Annual Budget by the Board of Directors, copies of the Budget shall be delivered to each owner together with a statement of the assessment for each Lot as provided herein, based upon such budget; however, the non-delivery of a copy of said Budget shall not affect the liability of any owner for such assessment. The Annual Budget shall be divided by the number of Lots subject to the annual general

assessments at the time of the annual meeting of the members and the quotient shall be the annual general assessment per Lot for the succeeding fiscal year.

(vi) All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the Association to the payment of any expense of operating and managing the Association or the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles and the Bylaws. As monies for any assessment are paid into the Association by any owner, the same may be commingled with monies paid to the Association by the other owners. Although all funds and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer said owner's membership interest therein, except as an appurtenance of said owner's Lot. When the owner of a Lot shall cease to be a member of the Association by reason of said owner's divestment of ownership of such Lot, by whatever means, the Association shall not be required to account to such owner for any share of the fund or assets of the Association, including any monies which said owner may have paid to the Association, as all monies which any owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Association.

(vii) Written notice of any meeting called for the purpose of taking any action requiring a meeting shall be sent to all members not less than twenty (20) days, or 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 thirty percent (30%) of the votes of all members 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 at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

i. Annual general assessments and special assessments shall, except as otherwise provided herein, be fixed at a uniform rate for all Lots.

j. The annual general assessments provided for herein shall commence as to each Lot, other than any Lot owned by the Declarant upon which no residential dwelling has been constructed, on the date of recordation of the deed for such Lot in the office of the Register of Deeds of Harnett County and shall be prorated on a calendar year basis through the date of such recordation. The annual general assessments shall be assessed for each calendar year thereafter and shall be payable annually, with the due date for such payments being as established by the Board of Directors.

k. The annual general assessment levied by the Association shall be used exclusively to oversee, inspect, operate, maintain and repair the Open Space and Streetscape Buffer areas and drainage easements; and to pay the expenses of the Association. The powers of the Association may not be expanded beyond those purposes. Nothing herein relieves the owner of a Lot from said owner's obligation to maintain the areas upon said owner's Lot as otherwise provided in this Declaration.

l. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

m. General special assessments and specific special assessments may be levied against Lots for such reasons as are provided in this Declaration, the Articles or the Bylaws, and on such terms as provided by the directors and the members. Upon a two-thirds (2/3) vote of the Directors and a two-thirds (2/3) vote of the owners of Lots who are voting in person or by proxy at a meeting duly called for this purpose, the Association may levy and impose special assessments. The purposes for which special assessments may be levied are limited to providing funds to pay for the oversight, inspection, maintenance and repair of the Open Space and Streetscape Buffer areas and drainage easements, to enforce the provisions of this Declaration for payment of costs or expenses which exceed the general assessment funds then on hand to pay same and to provide a contingency fund for capital improvements and extraordinary expenses. General special assessments shall be levied at a uniform rate for all Lots. Specific special assessments may be assessed against the owner of a Lot after written notice has been given by the Association to the owner of said Lot at the address of the owner appearing upon the records of the Association by United States mail, postage prepaid, that the Open Space, Streetscape Buffer or drainage easements located on or adjacent to said Lot have been

damaged by the act or negligent failure to act of said owner and the owner of said Lot has not taken the necessary action to repair such damage within thirty (30) days after the mailing of said notice. If said owner commences the necessary action to repair or replace the damage located on or adjacent to said owner's Lot within the thirty (30) day period set forth above, the imposition of a specific special assessment shall be deferred by the Association for the period during which said owner diligently pursues to completion the repair or replacement of such damage. Specific special assessments shall be limited to the amount of funds actually expended, or in the discretion of the Board of Directors, the amount of funds reasonably estimated by the Board of Directors will be expended, by the Association to maintain, repair or replace damage to Open Space, Streetscape Buffer areas or drainage easements adjacent to or on the Lot upon which the specific special assessment is assessed. Special assessments, either general or specific, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions set forth in this Declaration, shall be a continuing lien upon the Lot against which each such assessment is made. The personal obligation of an owner of a Lot for delinquent special assessments, whether general or specific, shall not pass to a successor in title to a Lot unless expressly assumed by the successor, but, subject to the provisions of this Declaration, delinquent special assessments shall continue to be a lien upon such Lot.

n. Any annual general assessment, general special assessment or specific special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys' fees shall constitute a lien against the Lot upon which such assessment is levied. The Association may record notice of the same in the Office of the Clerk of Superior Court of Harnett County or file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the owner personally obligated to pay the same and/or bring an action to foreclose the lien against the Property. The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu therefor, shall extinguish the lien of such assessment as to payments which became 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. No owner may waive or otherwise escape liability for the assessments provided for herein.

o. In the event the Articles of Incorporation and/or Bylaws of the Association are amended to expand the rights and duties of the Association, those amendments shall have no effect on the Lots or the Subdivision unless, by recorded amendment to this Declaration, joined in by Declarant.

ARTICLE XXI- NOTICE: Any notice required to be sent to an owner under the provisions of this Declaration shall be deemed to have been properly sent, notice thereby given, when mailed, postage prepaid, to the last known address of the person who appears as the owner upon the Harnett County Tax Office records. Notice to one of two or more co-owners of a Lot constitutes notice to all co-owners.

ARTICLE XXII- TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a two-thirds (2/3) of the then owners of the Lots has been recorded agreeing to change said Covenants, in whole or in part.

ARTICLE XXIII- ENFORCEMENT: If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the Lots subject to this Declaration to prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate any such covenant, either to prevent it, him, her or them from doing so or recover damages or such other recovery provided by law.

ARTICLE XXIV- MODIFICATION: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided Lot or part thereof by written document executed by the Declarant or its successor in title and by the owner of not less than two-thirds (2/3) of the subdivided Lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Harnett County, North Carolina. If the Declarant, its successor or assign, owns two-thirds (2/3) or more of the subdivided Lots, the Declarant, its successor or assign, may alter or amend these

covenants without consent of anyone.

ARTICLE XXV- INVALIDATION AND SEVERABILITY: Should any covenant or restriction herein contained, or any sentence, clause, phrase or term of 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. In addition, if there is any contradiction between these restrictions

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer or manager, the day and year first above written.

SUNSET COVE DEVELOPMENT, INC., a North Carolina Corporation

By: Betty Bullock
Name: Betty Bullock
Title: President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

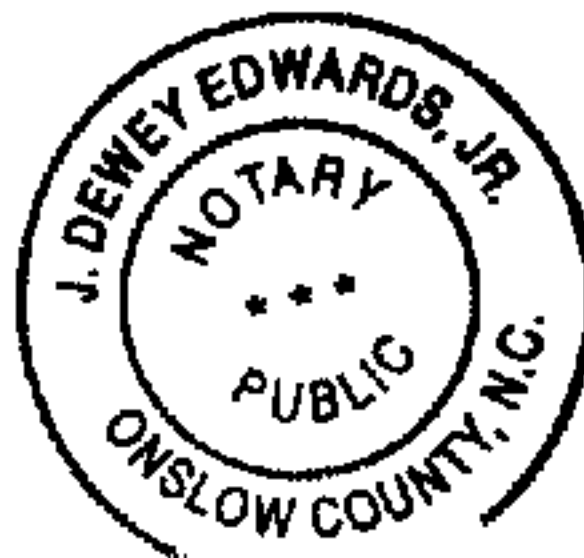
The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that BETTY BULLOCK, either personally known to me, or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he/she is President of SUNSET COVE DEVELOPMENT, INC., a North Carolina corporation, and that with authority duly given by its Board of Directors, he/she voluntarily executed the foregoing instrument for and on behalf of said corporation for the purposes stated therein.

Witness my hand and official stamp or seal, this 15 day of September, 2010.

My commission expires:

July 9, 2011

J Dewey Edwards Jr
Notary Public





KIMBERLY S. HARGROVE
REGISTER OF DEEDS, HARNETT
305 W CORNELIUS HARNETT BLVD
SUITE 200
LILLINGTON, NC 27546

Filed For Registration: 09/16/2010 12:05:58 PM
Book: RE 2785 Page: 297-306
Document No.: 2010013216
COVENANTS 10 PGS \$38.00
Recorder: MARY ANNE WOOD

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

DO NOT DISCARD

2010013216