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Prepared by and return to: F. Stuart Clarke, THORP AND CLARKE, PA
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NORTH CAROLINA

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR TURNBERRY, SECTION ONE**

HOKE COUNTY

THIS DECLARATION, made this the 10th day of February, 2012 by **FLOYD PROPERTIES AND DEVELOPMENT, INC.**, a North Carolina Corporation with its principal place of business in Cumberland County, North Carolina, hereinafter referred to as "**Declarant**" and "**Owner**".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Hoke County, North Carolina, which is to be known as **TURNBERRY, SECTION ONE**, as shown on the plat of same duly recorded in Plat Cabinet 4, Slide 4-36, Map 4 & 5, Hoke County, North Carolina Registry; and

Declarant presently intends, but is not obligated to develop contiguous properties. In the event Declarant elects to add additional phases to the subdivision or develop adjoining properties, then and in that event, Declarant shall have the right to file an amendment to this Declaration at any time and from time to time prior to December 31, 2041, without the further consent of the Owners of any Lot in the within subdivision, to incorporate into the Declarations and Association of the subdivision any or all of the adjoining lands. In the event that this Declaration is so amended, the terms "Lot" and "Property" as used herein shall be deemed to mean and include the adjoining property and all improvements and structures now or hereafter placed by Declarant thereon, all easements, rights and appurtenances thereto, and all articles of personal property provided by Declarant and intended for use in connection therewith. No amendment made by Declarant in accordance with this paragraph shall divest an Owner of any portion of his property without the consent of such Owner and no such amendment shall materially alter the plan of development set forth herein without the consent of all Owners affected thereby. Each Owner shall be deemed by his acceptance of a deed to a Lot to have consented to the powers of amendment herein reserved by Declarant and to any amendments previously or thereafter executed by Declarant pursuant thereto.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the Master Declaration of Covenants, Conditions and Restrictions of Turnberry Development of record or to be recorded in Hoke County, NC, and the following easements, restrictions, covenants and conditions, 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.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to **TURNBERRY HOMEOWNERS ASSOCIATION OF HOKE COUNTY, INC.**, a North Carolina non-profit corporation, its successors and assigns. A copy of the Articles of Incorporation are attached hereto and incorporated

herein as Exhibit "A" and a copy of the By-laws are attached hereto and incorporated herein as Exhibit "B".

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, as being shown on the Plat of TURNBERRY, SECTION ONE, being duly recorded in Plat Cabinet 4, Slide 4-36, Maps 4 & 5, Hoke County, NC Registry. "Properties" shall also include future sections of Turnberry as the same may be developed from time to time except that such future sections of Turnberry shall become subject to these covenants only from and after the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants, or portions of same. The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of Declarant, to reflect the different character, if any, of the new section, but such modification shall have no effect on the Properties shown on the plat of Turnberry, Section One, recorded in Plat Cabinet 4, Slide 4-36, Maps 4 & 5, described above.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, suitable for residential use.

Section 5. "Declarant" shall mean and refer to FLOYD PROPERTIES AND DEVELOPMENT, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Common Properties" shall mean and refer to all property owned by the Association for the common use and enjoyment of the owners. The Common Property to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that area designated as Open Space (Common Property) as shown on the plat of TURNBERRY, SECTION ONE, being duly recorded in Plat Cabinet 4, Slide 4-36, Maps 4 & 5, in the Office of the Register of Deeds of Hoke County, North Carolina.

The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property". All Common Property is to be devoted to and intended for the common use and enjoyment of the Members, persons occupying dwelling places or accommodations of members on a guest or tenant basis, or visiting members (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association; provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease. Common Property includes, but is not limited to the Park, Parking Bays along Durham Drive, Open Space, Permanent Stormwater Basin, landscape easements, drainage easements, stop signs, street signs, parking stripping, parking areas as designated, sidewalks, entrance and entrance signs, electrical lights which light up entrance sign, and vinyl fencing on entrance in the subdivision known as TURNBERRY, SECTION ONE, as shown on the afore-referenced plat.

Section 7. "Common Expenses" shall mean and include:

- (1) All sums lawfully assessed by the Association against its members;
- (2) Expenses of administration, maintenance, repair or replacement of the Common Properties;
- (3) Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;
- (4) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the association to purchase or as the Association may

- deem appropriate to purchase;
- (5) Ad valorem taxes and public assessment charges lawfully levied against Common Properties;
- (6) Expenses for road maintenance (as defined in Article IV, Section 4) until such time as the NCDOT accepts the streets for maintenance;
- (7) Any other expenses determined by the Board or approved by the members to be common expenses of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Lot and shall be preserved to the perpetual benefit of the Association, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(c) the right of the Association to impose regulations for the use and enjoyment of the Common Property and improvements thereon, which regulations may further restrict the use of the Common Property.

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

Section 3. Access Rights. Ownership of each Lot shall include easements over the Common Properties for access, ingress and egress from and to public streets and walkways and easements for the benefit of the Owners, their invitees and licensees, for enjoyment of the Common Properties.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use. All Lots may be developed as traditional, single-family residences except that only one residence or dwelling shall be permitted on any one lot.

Section 2. Building Type. No structure shall be erected, altered, placed or permitted to remain on any single-family building Lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars and other outbuildings incidental to residential use of the lot. Such outbuildings erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal dwelling structure, and will be erected and placed according to Section 3 below.

Section 3. Set Back Requirements. There shall be no structure on any of the designated single-family lots within thirty (30) feet of the street on which the lot fronts. There shall be no structure on any of the Lots less than five (5) feet of the interior side lines of the lot and not less than thirty (30) feet from any side street, or within the setback areas provided in the provisions of the Hoke County ordinance, whichever is more restrictive, as amended. There shall be no structure on any of the Lots closer than thirty-five (35) feet to rear line on peripheral lots or closer than fifteen (15) feet to the rear of any single-family interior lot. For the purposes of this covenant, eaves, steps and overhangs shall not be considered as a part of the structure, provided however, that this shall not

be construed to permit any portion of an improvement on a lot to encroach upon another lot. Outbuildings, as permitted in Section 2 above, may be erected or placed no closer than five (5') feet to the rear lot line of lot. When consistent with the Zoning Ordinance, the building line set-back as provided for in this Paragraph may be varied by as much as ten (10) per cent with the express written consent of Floyd Properties and Development, Inc., which said consent document need not be of record in the Office of the Register of Deeds, Hoke County, North Carolina, so long as Floyd Properties and Development, Inc. has authority herein to amend these covenants.

Section 4. Minimum Size of Each Dwelling. No dwelling shall be permitted to be erected on any lot at a cost of less than \$65,000.00, exclusive of the cost of the lot, said cost being based on the prevailing cost of construction at the time these covenants are recorded. Inasmuch as the cost of construction may increase or decrease, Floyd Properties and Development, Inc., its successors or assigns may amend the minimum permitted cost requirements as set out in this paragraph in accordance with the amendment provisions in Article X, Section 1 hereinafter.

The ground floor of any dwelling, exclusive of one-story porches and garages, shall not be less than one thousand five hundred (1,500) square feet for a one-story non-duplex dwelling, not less than nine hundred (900) square feet for the first floor of a two-story dwelling and the total to be no less than one thousand five hundred (1,500) square feet. Square footage shall be determined by the outside dimensions of the main structure, excluding any unheated space. Heated area living space shall mean the ordinary living space in a dwelling which is designed and constructed so as to be capable of being heated for regular living use in cold weather. Unheated storage area, garages, and porches shall not be counted in computing floor space. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building plot, 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 plot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Declarant shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by the Declarant and until a copy of all such plans and specifications, as finally approved by the Declarant, have been lodged permanently with the Declarant. The Declarant 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 plot upon which the owner 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 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, the approval of the Declarant shall be presumed and the provisions of this paragraph four (4) shall be deemed to have been complied with. However, no residence or other building, structure or improvement 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 building plot on said land.

Section 5. Driveways. All driveways shall be constructed of concrete.

Section 6. Temporary Structures. No trailer, tent, shack, garage, barn or similar type outbuilding shall be placed, erected or allowed to remain on said property without the written consent of Floyd Properties and Development, Inc., its successors or assigns. Nor shall any structure of a temporary character be used as a residence temporarily, permanently, or otherwise.

Section 7. Restricted Activities. No commercial, noxious or offensive trade or activity shall

be carried on upon any plot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Animals. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. No breed of dogs that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, including, but not limited to, Pitbulls, Rottweilers, German Shepherds and Dobermans, nor any dog whose lineage includes any part of any said breeds, nor any dog that has at any time bitten a person, nor any dog that has been trained as an attack dog, shall be permitted on the Property. There shall be a maximum of two (2) dogs and two (2) cats allowed per Lot.

Section 9. Motor Vehicles, Boats and Trailers. No automobile or motor vehicle may be dismantled or repaired on said property. No mechanically defective automobile, motor vehicle, mechanical device, machine, machinery, or junk car shall be placed or allowed to remain on said property at any time. No commercial trucks, including but not limited to eighteen wheelers, or tractors thereof, shall be permitted to be parked on the premises except in the course of delivery, pick up, or discharge of a specific commercial duty.

No motor vehicle, boat or trailer shall be permitted to be parked in the front yard of the premises.

Section 10. Fences. Only wood, wrought iron and vinyl fences, measuring no more than seventy-two (72) inches from the ground may be erected on any Lot. No fence or wall shall be erected or maintained nearer to any street than the rear corners of the principal dwelling structure on improved Lots or nearer to any street than the setback line on any vacant lot or nearer to any street than thirty (30) feet. On corner lots, no fences shall be erected any closer to the street than the back, rear corner of the principal dwelling structure. No fence shall be erected on the property designated as "landscape easement". No fence shall impede the flow of water across any drainage easement as reflected on the recorded plat. Any variation or deviation may be allowed only with the written consent of Floyd Properties and Development, Inc.

Section 11. Exterior Alterations. No exterior alterations, additions, or changes of any kind may be made to the structure or design of the residence and improvements now on said property without the written consent of Floyd Properties and Development, Inc., its successors or assigns.

Section 12. Satellite Dishes and Radio Antennas or Towers. No satellite dish antennas, radio tower or antenna of any nature shall be placed or allowed to remain on said property except for a satellite dish measuring no more than 24 inches in diameter, attached to the rear of the dwelling, so long as said satellite dish is not visible from the road.

Section 13. Clothes Lines. No outside clothes lines shall be permitted on the premises.

Section 14. Signs. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot except "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two (2) square feet in size, shall not extend more than four (4) feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one (1) sign to a property. The Declarant may enter upon any building plot and summarily remove and destroy any signs which do not meet the provisions of this paragraph.

Section 15. Outdoor Furniture. No upholstered furniture, of any nature, shall be placed or allowed to remain outside as lawn furniture.

Section 16. Basketball Goals. No basketball goals of any nature, whether stationary or portable, of regulation size or otherwise, shall be allowed in the street or public right of way. Basketball goals shall be allowed in Owners' yards or driveways, provided they are maintained in good repair and condition.

Section 17. Yard Maintenance. Each Owner shall landscape and maintain his yard in a well

manicured style, so as to enhance his own as well as his neighbor's homes and Lots. Grass should be kept at a reasonably short length, and trees, shrubs and bushes shall be properly pruned and all yards shall be kept free of weeds.

Section 18. Trash and Yard Debris. No trash of any kind, whether household or yard debris shall be placed or allowed to remain on said property, except in proper containers, placed where trash is normally picked up, and may only be placed there on the evening before the day the trash is normally picked up. Each Owner shall promptly remove the trash container from the point of pickup, in no case later than the evening of the day the trash was removed.

Section 19. Swimming Pools. Above ground swimming pools shall be permitted on the premises and must be surrounded by a six foot (6') privacy fence.

Section 20. Mailboxes. No mailbox of any type or nature shall be permitted on the premises without the approval of Declarant. In the event the mailbox is destroyed, damaged or falls into disrepair, the Owner shall replace the mailbox with one of identical make, type and color.

Section 21. Sidewalks. Pursuant to Hoke County ordinance, some builders will be required to construct a five (5') foot sidewalk parallel to the street on one side of each road in the subdivision. All sidewalks will be constructed according to the dimensions provided by the Declarant and as required by Hoke County ordinance. In no event shall standards be less than that which is required by the applicable government entity. Installation of a sidewalk as provided herein shall be subject to approval as to plans, design and material by the Declarant. The sidewalk shall be installed at the time a house is constructed on each Lot and in no event later than two (2) years from the date of conveyance, whichever period is shorter.

ARTICLE IV **UTILITIES, UTILITY AND DRAINAGE EASEMENTS, STREETS** **AND OPERATION AND MAINTENANCE AGREEMENTS**

Section 1. Utilities. The Declarant reserves the right to subject the Properties in this subdivision to a contract with Lumbee River Electric Membership Company, its successors and/or assigns for the installation of 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 Lumbee River Electric Membership Company, its successors and/or assigns by the Owner of each single family residence.

Section 2. Utility and Drainage Easements. Easements for installation and maintenance for 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. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever except side yard easements which are for the use and benefit of those persons and lots as described herein.

A five (5') foot drainage easement is reserved by Declarant along all interior lot lines on all numbered lots in the subdivision.

Section 3. Landscape and Drainage Easements. Landscape and drainage easements are reserved as shown on the recorded plat. No fence or other structure shall be constructed or erected on any landscape easement except as constructed or erected by Declarant.

Section 4. Streets. The streets within the Property are public streets. Declarant shall be responsible for securing acceptance of the North Carolina Department of Transportation ("NCDOT"). Until such time that the NCDOT accepts the public streets for maintenance, the Association shall be responsible for road maintenance. "Road maintenance" shall mean that the public streets are kept in a good state of repair and that the streets are able to be used for their intended purpose without impediments. Neither Declarant, Owners nor the Association shall install or allow to be installed any items within the right of way which will have to be removed prior to the

acceptance of the road by the NCDOT. Such items include but are not limited to fences, masonry mailbox supports, basketball goals, shrubbery and driveway markers.

Section 5. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW6110803, as issued by the Division of Water Quality under the Stormwater Management Regulations.

- (i) The State of North Carolina is made beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- (ii) These covenants are to run with the land and be binding upon all persons and parties claiming under them.
- (iii) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- (iv) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
- (v) The maximum allowable built-upon area pre lot is 4514 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

Section 6. The Wet Detention Basin Operating and Maintenance Agreement is attached hereto and incorporated herein as Exhibit "C".

Section 7. The Filter Strip, Restore Riparian Buffer and Level Spreader Operation and Maintenance Agreement is attached hereto and incorporated herein as Exhibit "D".

Section 8. The Grassed Swale Operation and Maintenance Agreement is attached hereto and incorporated herein as Exhibit "E".

ARTICLE V

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

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of any person or entity who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his or its successors in title.

- (c) assessments and fines for violations of this declaration of covenants, conditions and restrictions, as to be established, collected and described hereinafter.

The annual and special assessments, and fines and assessments for violation of this declaration of covenants, conditions and restrictions, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against

which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be for the purpose of payment of Common Expenses and for the use and enjoyment of Common Properties, together with reasonable and prudent reserves, including but not limited to the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Properties, the providing for limited access to the Property, the procurement and maintenance of insurance in accordance with the Bylaws or as deemed appropriate by the Board, the employment of counsel, accountants and other professionals for the Association when necessary, and such other needs as may arise. Common Expenses include, but are not limited to maintaining the Park, Open Space, entrance signs and structures, maintaining subdivision signage, playground equipment (if any), maintaining fences, trellis and pavilion (if any), maintaining the landscape and drainage easement, maintenance and upkeep of the flora and fauna in the median strip including maintaining any sprinkler systems, maintenance of the park, green spaces, and sidewalks, maintenance of all parking lots for use in conjunction with the Common Properties, and for such other purposes as may be consistent with maintenance of the high character of the development for the benefit of all the Owners and protecting the value and desirability of the real property and enhancing of homes and Lots.

Section 3. Annual and Initial Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred and No/100 (\$200.00) Dollars per Lot payable to TURNBERRY HOMEOWNERS ASSOCIATION OF HOKE COUNTY, INC. Said annual assessments shall be payable in full at closing.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased each year not more than ten (10%) percent above the assessment for the previous year by a vote of two-thirds of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Notwithstanding anything in the foregoing to the contrary, under no circumstances will the Declarant be assessed and pay annual assessments as provided for herein.

(d) In order to insure that the Association will have sufficient monies available to meet operational needs during the initial months of the Association's existence, the Association has established a Working Capital Fund. At the time of the closing of the first sale of each Lot, the purchaser thereof shall pay into such Fund an amount of \$75.00. No such payments made into the working Capital Fund shall be considered advance or current payment of regular assessments. All monies paid into the Working Capital Fund shall be held and administered by the Association in accordance with the terms of this Declaration and the By-Laws.

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

Section 5. Uniform Rate of Assessment. Assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January following

the conveyance of the Common Property to the Association. The Association's Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notices of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association's Board of Directors and it shall have the authority to require the assessments to be paid in pro-rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. Fines and Assessments for Violations of This Declaration of Covenants, Conditions and Restrictions, and Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee.

(a) The Declarant, prior to conveyance of all Lots in the subdivision, or an Aesthetic Committee composed of three (3) or more representatives appointed by the Board of Directors after the Conveyance of all Lots in the Subdivision, shall cause to be issued letters of warning to any Owners deemed to be in violation of any covenants, conditions or restrictions or Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee.

(b) If the violation or decision is not remedied, a second letter of warning shall be issued to the Owner, advising the Owner of the date of imposition of the daily fine, as well as the amount thereof, if the violation is not remedied by the imposition date.

(c) Alternatively, in the event an Owner neglects or otherwise refuses to remedy any violation of the covenants, conditions or restrictions, or Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee, then and in that event, the Aesthetic Committee may effect such remedy or maintenance and the cost of such remedy or maintenance shall be added to and become a part of the assessment to which such Lot is subject pursuant to Article V.

(d) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum fine or assessment shall be \$10.00 per day per Lot in violation, enforceable by lien as set forth in Article V, Section 9.

(e) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum fine or assessment may be increased each year not more than ten (10%) per cent above the assessment for the previous year by a vote of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(f) Notwithstanding anything in the foregoing to the contrary, under no circumstances will the Declarant be assessed and pay fines or assessments as provided for herein.

Section 8. Notice and Quorum for Any Action Authorized Under Section 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 7 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty (50%) per cent of all the membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or fine not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the affected Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot or Common Properties

Section 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes on said Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu

thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not abate the personal obligation of the prior Owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of public and private capital improvement upon the Common Property or as required in accordance with the purpose of the assessments as set forth in Section 2 above, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

Section 12. Taxes and Insurance. The Association shall levy against the Owners equally an amount sufficient to pay the annual cost of liability insurance premiums for such insurance on the Common Property and the amount of ad valorem property taxes and/or special assessments levied by any lawful governmental authority on the Common Property. It shall be the duty of the Association to pay all such premiums and taxes promptly when they shall become due. Upon default by the Owners Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Properties or assessments for public improvements to the Common Properties, which default shall continue for a period of six (6) months, each owner of a building site in the development shall become personally obligated to pay to the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by allocating a portion of the total taxes and/or assessments due by a percentage of the tax valuation each office building bears to the total tax valuation. If such sum is not paid by the owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the building site of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law against the owner personally obligated to pay the same or may elect to foreclose the lien against the property of the owner.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners of Lots with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons and entities shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to two hundred fifty (250) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A membership respectively upon the happening of either of the following events, whichever occurs earlier:

- (a) When the total aggregate votes outstanding of Class A equals the total votes outstanding in the Class B Membership; or
- (b) on January 1, 2040.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, replaced or maintained upon the Properties, nor shall any exterior color, exterior addition to or change or

alteration therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, prior to the conveyance of all Lots in the subdivision, or after conveyance of all Lots, by an architectural committee composed of three (3) or more representatives appointed by the Association's Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII **EXTERIOR MAINTENANCE**

The Association shall provide maintenance for the Common Properties, Parks, playground equipment (if any), landscape easements, entrance signs and gates (if any), sidewalks, street signs, and stop signs in TURNBERRY, SECTION ONE, as recorded in Plat Cabinet 4, Slide 4-36, Maps 4 & 5, Hoke County Registry and denoted as "Open Space (Common Property)" and/or "Landscape Easement" on said plat. The cost of such maintenance, repairs and replacements shall be paid for out of the assessments provided for in Article V above. In the event an Owner neglects or otherwise refuses to maintain his or her house and other accoutrements in a state of repair consistent with the beauty and welfare of the remaining area, including but not limited to painting of the exterior, then and in that event, the Architectural Control Board may effect such maintenance, repairs or replacement, and the cost of such maintenance, repairs and replacements shall be added to and become a part of the assessment to which such Lot is subject pursuant to Article V.

ARTICLE IX **GENERAL PROVISIONS**

Section 1. Amendment. It is understood and agreed, and the present Owners and all subsequent grantees of present Owners and of the Declarant expressly agree by the acceptance of any lot within the above described subdivision area that the covenants and restrictions of the Declaration shall run with and bind the Properties, including all of the Lots, 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.

Notwithstanding anything contained herein, these restrictive covenants may be amended at any time by Floyd Properties and Development, Inc., its successors or assigns, so long as Floyd Properties and Development, Inc., its successors or assigns, owns any one lot contained in TURNBERRY, SECTION ONE, Plat Cabinet 4, Slide 4-36, Maps 4 & 5, Hoke County Registry.

Subject to the hereinabove provisions and notwithstanding anything contained herein, this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Owners of not less than sixty-six and two-third percent (66 2/3%) of the Lots, and thereafter by an instrument signed by the Owners of not less than fifty-one (51%) percent of the Owners of Lots. Any amendment must be properly recorded in the Office of the Register of Deeds for Hoke County, North Carolina. However, any proposed Amendment must be approved by the Declarant until such time as the Declarant has given up control of the Board of Directors of the Association, as provided in the Bylaws.

Section 2. Enforcement. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowner's Association to enforce these restrictions as agents of the homeowners, or Owners to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and either to prevent him or them from so doing or to recover damages or other dues or for such violation.

Section 3. 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 4. These restrictive covenants are submitted and executed in accordance with the Hoke County Subdivision ordinance and Chapter 47A of the North Carolina General Statutes, which are incorporated herein by reference, as amended. Where these restrictive covenants are inconsistent with either state law or the County Code, state law or the County Code shall prevail, in that order.

Section 5. FHA/Department of Veterans Affairs Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties, dedication of Common Property and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE X AESTHETIC CONTROL

There is herein created an Aesthetic Committee, composed of the Declarant, prior to the conveyance of all Lots in the subdivision, composed of three (3) or more representatives appointed by the Board of Directors after the conveyance of all Lots in the subdivision. The Aesthetic Committee shall be empowered to oversee all matters of aesthetics in the subdivision, including, but not limited to, yard landscaping and maintenance, yard or house decoration, structures and any item placed within a yard or driveway, or upon a house, as well as to oversee violations of these covenants, restrictions and conditions. The Aesthetic Committee may from time to time promulgate Aesthetic Rules and Regulations or may find that an Owner has violated the Aesthetic Rules and Regulations, or has violated the spirit of the Rules and Regulations, or the aesthetic goals and objectives of the subdivision. In such case, the Aesthetic Committee shall have the remedies and follow the procedures set out in Article V, Section 7, above.

TO THE TRUE AND FAITHFUL PERFORMANCE OF THESE COVENANTS AND AGREEMENTS, Floyd Properties and Development, Inc., Developer, has caused this instrument to be signed in its name by its Vice President, all by proper authority duly granted by its Board of Directors, and the Owners have hereunto set their hands and seals, this the 10th day of February, 2012.

FLOYD PROPERTIES AND DEVELOPMENT, INC., Declarant

By: Gregory W. Floyd

Name: Gregory W. Floyd

Title: Vice President

NORTH CAROLINA: CUMBERLAND COUNTY

I, Janessa King Southerland, a Notary Public for said County and State, do hereby certify that Gregory W. Floyd, personally came before me this day and acknowledged that he is Vice President of **FLOYD PROPERTIES AND DEVELOPMENT, INC.**, a corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp, seal, this the 10th day of February, 2012.

My Commission Expires: 11/29/2013



Janessa King Southerland
NOTARY PUBLIC

Exhibit "A"
Articles of Incorporation

BK:00977 PG:0559

C201105500008

SOSID: 1191315
Date Filed: 3/2/2011 11:49:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C201105500008

**ARTICLES OF INCORPORATION
OF
TURNBERRY HOMEOWNERS ASSOCIATION
OF HOKE COUNTY, INC., a non profit corporation**

IN COMPLIANCE with the requirements of Chapter 55A of the General Statutes of North Carolina, the undersigned, all of whom are residents of the State of North Carolina and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is TURNBERRY HOMEOWNERS ASSOCIATION OF HOKE COUNTY, INC., hereinafter called the "Association".

ARTICLE II

The principal office and the registered office of the Association is located at 901 Arsenal Avenue, Fayetteville, Cumberland County, North Carolina, 28305.

ARTICLE III

Gregory W. Floyd, whose address is 901 Arsenal Avenue, Fayetteville, Cumberland County, North Carolina, 28305, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

F. Stuart Clarke, whose address is 150 N. McPherson Church Road, Ste B., Fayetteville, Cumberland County, North Carolina, 28303, is the initial incorporator of this Association.

ARTICLE V

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for rules and regulations for the use of and maintenance of Turnberry Subdivision, more particularly described on Plat of same to be recorded in the Office of the Register of Deeds for Hoke County, North Carolina, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Register of Deeds of Hoke County, North Carolina, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if fully

set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise.

ARTICLE VI

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners of Lots and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than the allocated votes be cast with respect to any Lot.

Class B. Class B members shall be the Owner/Developer and Declarant and shall be entitled to thirty (30) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A membership respectively upon the happening of either of the following events, whichever occurs earlier:

- (a) Neither Declarant or Owner/Developer owns a Lot in Turnberry Subdivision; or
- (b) on December 31, 2040.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

The number of Directors may be changed by amendment of the By-laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

H. S. Floyd, Jr.	901 Arsenal Avenue Fayetteville, NC 28305
Gregory W. Floyd	901 Arsenal Avenue Fayetteville, NC 28305
Veronica Page	901 Arsenal Avenue Fayetteville, NC 28305

At the first annual meeting the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one (1) Director for a term of three (3) years.

ARTICLE IX DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than

two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE X
DURATION**

The corporation shall exist perpetually.

**ARTICLE XI
AMENDMENTS**

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the entire membership.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of North Carolina, I, the undersigned, constituting the sole incorporator of this Association, have executed these Articles of Incorporation this the 18th day of February, 2011.

 (Seal)
F. Stuart Clarke, Incorporator

Exhibit "B"
By-laws

**BY-LAWS
OF
TURNBERRY HOMEOWNERS ASSOCIATION
OF HOKE COUNTY, INC.**

Article I
PURPOSES AND OBJECTIVES

The purpose of the corporation shall be the management of a homeowner's association for a subdivision known as Turnberry, including but not limited to the management of the use of the common area, the maintenance of the common area and the setting of assessments for the upkeep of same.

Article II
OFFICES

Section 1. **PRINCIPAL OFFICE:** The principal office of the Corporation shall be located at the residence of the person holding the office of Secretary of the corporation.

Section 2. **REGISTERED OFFICE:** The registered office of the Corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office. Until otherwise changed by the Board of Directors, the registered office shall be 901 Arsenal Avenue, Fayetteville, Cumberland County, North Carolina, 28305.

Article III
BOARD OF DIRECTORS

Section 1. **GENERAL POWERS:** The business and affairs of the Corporation shall be managed by the Board of Directors.

Section 2. **NUMBER, TERM AND QUALIFICATION:** The affairs of the Association shall be managed by a Board of three (3) Directors. The original Board of Directors shall consist of three (3) members. At the first annual meeting the members shall elect one Director for a term of one (1) year, one Director for a term of two (2) years, and one Director for a term of three (3) years. Each Director shall hold office until the expiration of his or her term, or until his or her successor is elected and qualified.

No director shall serve more than two (2) consecutive terms (including the initial term).

Section 3. **ELECTION OF DIRECTORS:** Except as provided in Section 2 of Article III, the Directors shall be elected at the annual meeting of the Association. Those persons who receive the highest number of votes shall be deemed to have been elected. In the event any vacancy shall occur because of death, resignation, incapacity to act, or removal of a Director, the members shall within

a reasonable time, fill the vacancy.

Section 4. REMOVAL: Directors may be removed from office with or without cause by a vote of three-fifths (3/5) of the majority of the members of the Association. If any Directors are so removed, new Directors may be elected at the same meeting.

Section 5. VACANCIES: A vacancy occurring in the Board of Directors shall be filled by a majority of the members of the Association, even though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 6. COMPENSATION: The members of the Board of Directors may not be compensated for their services in fulfilling their duties to the corporation.

Section 7. INDEMNIFICATION OF DIRECTORS AND OFFICERS: Each present and former Director and officer of the corporation shall be indemnified by the corporation against expenses reasonably incurred by him or her in connection with any threatened, pending, or completed action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been an officer or Director of the corporation (whether or not he or she continues in that capacity at the time of incurring such expenses), except in disputes between himself or herself and the corporation; and in those events, he or she shall be entitled to indemnification should a court of competent jurisdiction find the corporation to be at fault. The foregoing right of indemnification shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of other rights to which any Director or officer may be entitled as a matter of law.

Section 8. EXECUTIVE COMMITTEE: There shall be elected annually by the members of the association three (3) members thereof, who with the Chairman, Secretary, Treasurer and any Executive Committee shall act on behalf of the corporation in any manner (except as provided in Article VII) when the Board of Directors is not in session, reporting to the Board of Directors for its ratification of their action at each regular or special meeting called for that purpose. Four (4) members shall constitute a quorum for the transaction of business. Meetings may be called by the Chairman or by two (2) members.

Section 9. SPECIAL COMMITTEES: The Chairman may, at any time, appoint other committees on any subject for which there are no standing committees, or terminate any standing committee which does not serve any purpose. Each committee shall consist of at least one (1) Director.

Section 10. COMMITTEE QUORUM: A majority of any committee of the corporation shall constitute a quorum for the transaction of business, unless any committee shall by majority vote of its entire membership decide otherwise.

Article IV
MEETINGS OF THE DIRECTORS

Section 1. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held at 7:30 p.m. on the first Thursday of each month at a time and place designated by a majority of the Directors.

Section 2. ANNUAL MEETINGS: The annual meetings of the Board of Directors shall be held at 7:30 p.m. on the first Thursday in February of each year, if not a legal holiday, for the purpose of electing Directors of the corporation and for the transaction of such other business as may be properly brought before the meeting.

Section 3. SUBSTITUTE ANNUAL MEETINGS: If the annual meeting shall not be held on the day designated by these by-laws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. SPECIAL MEETINGS: Special meetings of the homeowners may be called at any time by the President, on or at such other place, as shall be designated in the notice of the meeting agreed upon by a majority of the Directors entitled to vote thereat.

Section 5. NOTICE OF MEETINGS: Written or printed notice stating the time and place of the meeting shall be delivered not less than five or more than fifty days before the date thereof, either personally or by mail, by or at the direction of each President, Secretary or other person calling the meeting, to each member of record entitled to vote at such meeting. In case of an annual or substitute meeting, the notice of meeting need not specifically state the business to be transacted. In case of a special meeting, the notice of meeting shall not necessarily state the purpose or purposes for which the meeting is called.

When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty days in any one adjournment, it is not necessary to give notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

Section 6. QUORUM: A majority of the duly elected or appointed and qualified Directors of the corporation shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of the Directors present at any meeting, whether or not a quorum is present, may adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall attend.

Section 7. MANNER OF ACTING: Except as otherwise provided in this Section, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. INFORMAL ACTION BY DIRECTORS: Action taken by a majority of the Directors without meeting is nevertheless Board action if written consent to the action in question is signed by all the Directors and filed with the Minutes of the proceedings of the Board, whether done before or after the action is so taken.

Article V OFFICERS

Section 1. NUMBER: The Corporation shall have a Chairman, Secretary, Treasurer and such Vice-Chairman, Assistant Secretaries, Assistant Treasurers and other officers as the members may from time to time elect. Any two or more offices may be held by the same person, except the office of Chairman and Secretary. However, no officer may act in more than one capacity where the action of two (2) or more offices is required.

Section 2. ELECTION AND TERM: The officers of the Corporation shall be elected by the Board of Directors. Such elections may be held at any regular or special meeting of the membership. Each officer shall hold office for one (1) year, or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified, unless otherwise specified by the members. The members may fill any vacancy in any office occurring for whatever reason.

Section 3. REMOVAL: Any officer or agent elected or appointed by the members may be removed by the members with or without cause, except that in the case of the Chairman, he shall not be removed by less than a three-fourths (3/4) majority of the members.

Section 4. CHAIRMAN: The Chairman shall be the chief executive officer of the corporation and shall preside at all meetings of the members and the Board of Directors. Subject to the direction and control of the Board of Directors, he shall have general charge and authority over the business of the corporation. He shall make reports of the business of the corporation for the preceding fiscal year to the Directors at each annual meeting. He shall sign with any other proper officer any deeds, mortgages, bonds, contracts, or other instrument which may be lawfully executed on behalf of the corporation, except where the signing and execution thereof shall be delegated by the Board of Directors to some other office or agent. In general he shall perform all duties as may be prescribed by the Board of Directors from time to time, including the appointment of various committees from the membership in order to carry out the business of the corporation as approved by the Board of Directors.

Section 5. VICE-CHAIRMAN: The Vice-Chairman shall perform the duties of the Chairman in his absence or during his inability to act. The Vice-Chairman (or Vice-Chairmen) shall have such other duties and powers as may be assigned to or vested in them by the Board of Directors.

Section 6. SECRETARY: The Secretary shall keep accurate records of the acts and proceedings of all meetings of homeowners and Directors. He shall give all notices required by law and by these by-laws. He shall have general charge of all corporate books and records and of the corporate seal, and he shall affix the corporate seal to any lawfully executed instrument requiring it. He shall then sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned to him from time to time by the Chairman, the Executive Committee, or by the Board of Directors.

Section 7. TREASURER: The Treasurer shall have custody of all funds and securities belonging to the Corporation and shall receive, deposit or disburse the same under the direction of the Board of Directors or the Executive Committee. The Board of Directors or the Executive Committee may appoint a custodian or a depository for any such funds and securities and may designate those persons upon whose signature or authority such fund and securities may be disbursed or transferred. He shall keep full and accurate accounts of the finances of the Corporation in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year within four (4) months after the end of such fiscal year. The Treasurer shall, in general, perform all duties incident to this office and such other duties as may be assigned to him from time to time by the Chairman, the Board of Directors, or the Executive Committee.

Section 8. ASSISTANT SECRETARIES AND TREASURERS: The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or Treasurer, respectively, or by the Chairman, Board of Directors, or Executive Committee.

Article VI MEMBERS

Section 1. This corporation shall be a nonprofit corporation organized and existing under all Laws of the State of North Carolina, being governed by a Board of Directors as set forth in Article III of the By-laws, and shall be with voting members.

Section 2. Any person owning a lot in the subdivision known as Turnberry, will be a member of the corporation.

Section 3. ANNUAL MEETING: There shall be an annual meeting of the members of this corporation to hear the annual report of the corporation and to transact other business in accordance with the decision of the Board of Directors. Unless otherwise determined by the Board of Directors, the annual meeting of members shall be held in the first Thursday in May at a time and place designated by the Chairman of the corporation; provided, however, that should said day fall upon a legal holiday, then any such meeting shall be held at the same time and place to be determined by the Board of Directors. Notice of the annual meeting shall be given to all members of the Board of

Directors and members of the corporation. The notice required by this Section shall in all respects comply with the notice required by Article IV, Section 4 of these By-laws for notice to members of the Board of Directors in case of a special meeting of said Board.

Article VII
CONTRACTS, LOANS, DEPOSITS, AND MISCELLANEOUS PROVISIONS

Section 1. **CONTRACTS:** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. **LOANS:** No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the members. Such authorization may be general or confined to specific instances.

Section 3. **CHECKS AND DRAFTS:** All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. **DEPOSITS:** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors shall direct.

Section 5. **FISCAL YEAR:** Unless otherwise ordered by the Board of Trustees, the fiscal year of the corporation shall be from January 1 through December 31 of each calendar year.

Section 6. **AMENDMENTS:** Except as otherwise provided herein, these By-laws may be amended or repealed and new By-laws may be adopted by the affirmative vote of 3/5 of the members at any regular or special meeting of members.

Section 7. **SEAL:** The corporate seal of the corporation shall consist of two concentric circles between which in the name of the corporation and in the center of which is inscribed "Seal".

Article VIII
PROHIBITED ACTIVITIES

Other provisions of these By-laws notwithstanding, the corporation shall not engage in any act of self-dealing as defined in Section 4941, Subdivision (d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal excise law; nor retain any excessive business holdings as defined in Section 4943, Subdivision (c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws; nor make any investment in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or

corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945, Subdivision (d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or the corresponding provisions of any subsequent federal tax laws.

Article IX
501(c)(3) REQUIREMENTS

Section 1. EARNINGS: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in the Articles hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of a candidate for public office.

Section 2. EXEMPT FUNDS: Notwithstanding any other provisions of these Articles, this corporation shall not carry on any other activities not permitted to be carried on by (a) corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provisions of any future United States Internal Revenue Law or (b) corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 or any other corresponding provisions of any future United States Internal Revenue law.

Section 3. DISSOLUTION: Upon the dissolution of the corporation, the Board of Directors shall, after paying and making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such asset not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN TESTIMONY WHEREOF, the undersigned have set their hands and seals this the _____ day of _____, 2012.

EXHIBIT "C"

West Detention Basin Operation and Maintenance Agreement

Permit Number: _____
(to be provided by DWQ)

Drainage Area Number: _____

Wet Detention Basin Operation and Maintenance Agreement

I will keep a maintenance record on this BMP. This maintenance record will be kept in a log in a known set location. Any deficient BMP elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the BMP.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

☐ does ☒ does not incorporate a vegetated filter at the outlet.

This system (check one):

☐ does ☒ does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected once a month and within 24 hours after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County). Records of operation and maintenance should be kept in a known set location and must be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
The entire BMP	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

BMP element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

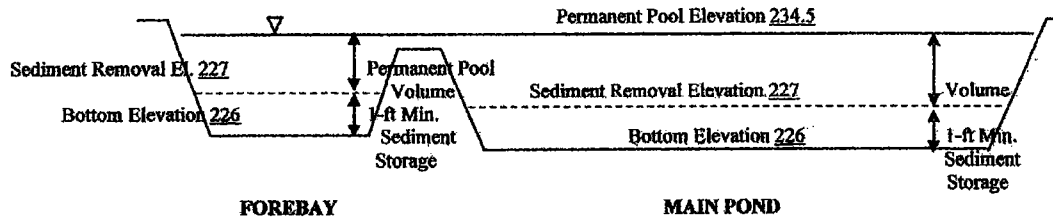
BMP element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair. (if applicable)	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the permanent pool depth reads 1 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 1 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM (fill in the blanks)



I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

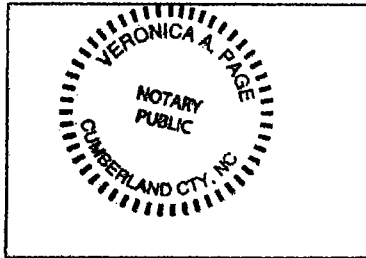
Project name: Turnberry Section 1BMP drainage area number: 1Print name: Gregory W. FloydTitle: Vice PresidentAddress: 901 Arsenal Avenue, Fayetteville, NC 28305Phone: (910) 423-6700

Signature: _____

Date: 5 31 11

Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

I, Veronica A. Page, a Notary Public for the State of NC, County of Cumberland, do hereby certify that Gregory W. Floyd personally appeared before me this 31 day of May, 2011, and acknowledge the due execution of the forgoing wet detention basin maintenance requirements. Witness my hand and official seal, Veronica A. Page



SEAL

My commission expires 5-23-2016

EXHIBIT "D"

Filter Strip, Restored Riparian Buffer and Level Spreader
Operation and Maintenance Agreement

Permit Number: _____
 (to be provided by DWQ)
 Drainage Area Number: _____

Filter Strip, Restored Riparian Buffer and Level Spreader Operation and Maintenance Agreement

I will keep a maintenance record on this BMP. This maintenance record will be kept in a log in a known set location. Any deficient BMP elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the BMP.

Important maintenance procedures:

- Immediately after the filter strip is established, any newly planted vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- Once a year, the filter strip will be reseeded to maintain a dense growth of vegetation
- Stable groundcover will be maintained in the drainage area to reduce the sediment load to the vegetation.
- Two to three times a year, grass filter strips will be mowed and the clippings harvested to promote the growth of thick vegetation with optimum pollutant removal efficiency. Turf grass should not be cut shorter than 3 to 5 inches and may be allowed to grow as tall as 12 inches depending on aesthetic requirements (NIPC, 1993). Forested filter strips do not require this type of maintenance.
- Once a year, the soil will be aerated if necessary.
- Once a year, soil pH will be tested and lime will be added if necessary.

After the filter strip is established, it will be inspected quarterly and within 24 hours after every storm event greater than 1.0 inch (or 1.5 inches if in a Coastal County). Records of operation and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
The entire filter strip system	Trash/debris is present.	Remove the trash/debris.
The flow splitter device (if applicable)	The flow splitter device is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The flow splitter device is damaged.	Make any necessary repairs or replace if damage is too large for repair.

BMP element:	Potential problem:	How I will remediate the problem:
The swale and the level lip	The swale is clogged with sediment.	Remove the sediment and dispose of it off-site.
	The level lip is cracked, settled, undercut, eroded or otherwise damaged.	Repair or replace lip.
	There is erosion around the end of the level spreader that shows stormwater has bypassed it.	Regrade the soil to create a berm that is higher than the level lip, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Trees or shrubs have begun to grow on the swale or just downslope of the level lip.	Remove them.
The bypass channel	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then reestablish proper erosion control.
	Turf reinforcement is damaged or riprap is rolling downhill.	Study the site to see if a larger bypass channel is needed (enlarge if necessary). After this, reestablish the erosion control material.
The filter strip	Grass is too short or too long (if applicable).	Maintain grass at a height of approximately three to six inches.
	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Sediment is building up on the filter strip.	Remove the sediment and restabilize the soil with vegetation if necessary. Provide lime and a one-time fertilizer application.
	Plants are desiccated.	Provide additional irrigation and fertilizer as needed.
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application.
	Nuisance vegetation is choking out desirable species.	Remove vegetation by hand if possible. If pesticide is used, do not allow it to get into the receiving water.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the NC Division of Water Quality local Regional Office, or the 401 Oversight Unit at 919-733-1786.

I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Project name: Turnberry Section 1

BMP drainage area number: 2b

Print name: Gregory W. Floyd

Title: Vice President

Address: 901 Arsenal Avenue, Fayetteville, NC 28305

Phone: (910) 423-6700

Signature: _____

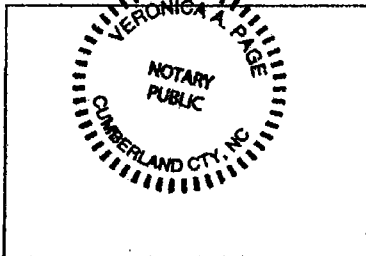
Date: 5/31/11

Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

I, Veronica A. Page, a Notary Public for the State of NC, County of CUMBERLAND, do hereby certify that GREGORY W. FLOYD personally appeared before me this 31 day of MAY, 2011, and acknowledge the due execution of the forgoing filter strip, riparian buffer, and/or level spreader maintenance requirements.

Witness my hand and official seal,

Veronica A. Page



SEAL

My commission expires 5-23-2016

EXHIBIT "E"
Grassed Swale Operation and Maintenance Agreement

Permit Name: _____
(to be provided by DWQ)
Drainage Area Number: _____

Grassed Swale Operation and Maintenance Agreement

I will keep a maintenance record on this BMP. This maintenance record will be kept in a log in a known set location. Any deficient BMP elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the BMP.

Important maintenance procedures:

- The drainage area of the grassed swale will be carefully managed to reduce the sediment load to the grassed swale.
- After the first-time fertilization to establish the grass in the swale, fertilizer will not be applied to the grassed swale.

The grassed swale will be inspected once a quarter. Records of operation and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
The entire length of the swale	Trash/debris is present.	Remove the trash/debris.
	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then re-sod (or plant with other appropriate species) and water until established. Provide lime and a one-time fertilizer application.
	Sediment covers the grass at the bottom of the swale.	Remove sediment and dispose in an area that will not impact streams or BMPs. Re-sod if necessary.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the NC Division of Water Quality 401 Oversight Unit at 919-733-1786.

Permit Number: _____
(to be provided by DWQ)

BK:00977 PG:0578

I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed above. I agree to notify DWQ of problems with the system or prior to any changes to the system or responsible party.

Project name: Turnberry Section 1

BMP drainage area number: 2a

Print name: Gregory W. Floyd

Title: Vice President

Address: 901 Arsenal Avenue, Fayetteville, NC 28305

Phone: (910) 423-6700

Signature: _____

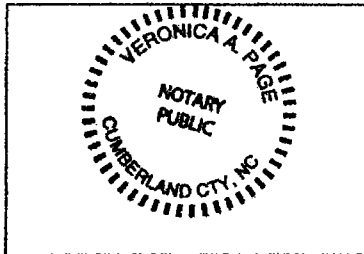
Date: _____

Gregory W. Floyd
5 31 11

Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

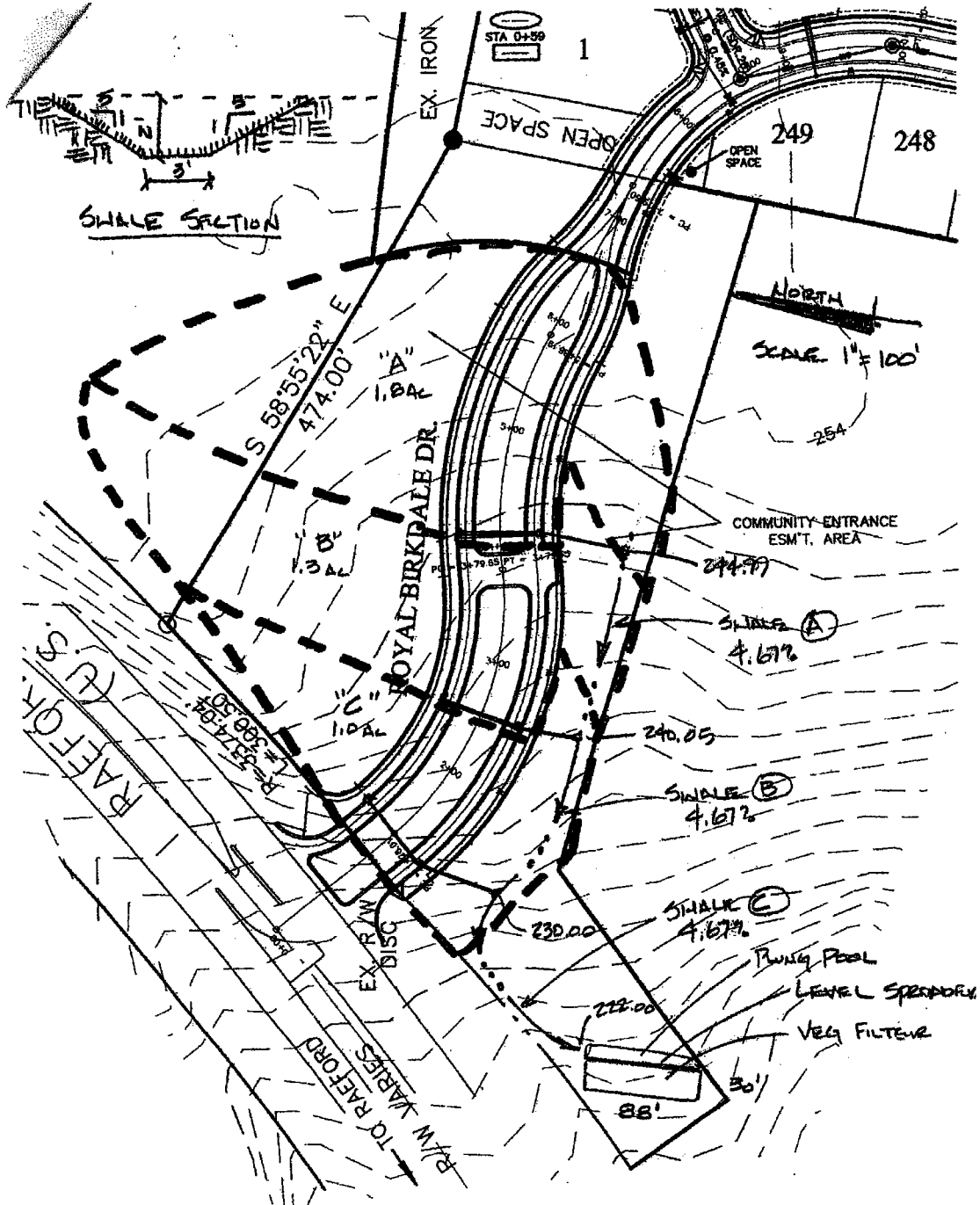
I, Veronica A. Page, a Notary Public for the State of NC, County of Cumberland, do hereby certify that Gregory W. Floyd personally appeared before me this 31 day of May, 2011, and acknowledge the due execution of the foregoing grassed swale maintenance requirements. Witness my hand and official seal,

Veronica A. Page



SEAL

My commission expires 5-23-2016



DRAINAGE BASIN MAP