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CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
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PREPARED BY AND RETURN TO:

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STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

ANNEXATION TO THE
RESTRICTIVE COVENANTS FOR
GRAYS CREEK VILLAS

THIS ANNEXATION TO THE RESTRICTIVE COVENANTS FOR GRAYS CREEK VILLAS ("Annexation") is made this 1 day of october, 2014 by CUMBERLAND VENTURES, LLC, a North Carolina limited liability company, whose address is 150 North McPherson Church Road, Fayetteville, North Carolina 28303 (the "Developer").

WITNESSETH:

WHEREAS the Restrictive Covenants for Grays Creek Villas, Phase Three dated November 20, 2007 have been duly recorded in Deed Book 7761, Page 585-598, of the Cumberland County Registry, North Carolina on December 5, 2007; and

WHEREAS the Restrictive Covenants for Grays Creek Villas, Phase Four also dated November 20, 2007 have been duly recorded in Deed Book 7770, Page 465-477, of the Cumberland County Registry, North Carolina on December 18, 2007; and

WHEREAS the aforesaid covenants are substantially identical, provide for membership in the Grays Creek Villas Homeowners Association, Inc. and provide in Article IV, Section 2 a right for Developer to annex additional phases of the development of property acquired by Developer in Deed Book 7426, Page 890, Cumberland County Registry, North Carolina to the aforesaid covenants; and

WHEREAS Developer desires to subject Lots 35 through 45, inclusive, and Lots 71 through 79, inclusive, of GRAYS CREEK VILLAS, SECTION II, as shown on that Plat of same duly recorded in Book of Plats 35, Page 2a, Cumberland County Registry, North Carolina (the "Grays Creek Villas, Section II Property") to the aforesaid covenants and to the other provisions set forth herein; and

WHEREAS Developer acquired the Grays Creek Villas, Section II Property by Trustee's Deed dated November 17, 2006 and duly recorded in Deed Book 7426, Page 890, Cumberland County Registry, North Carolina on November 22, 2006.

NOW THEREFORE, Developer hereby declares that all of the Grays Creek Villas, Section II Property, including, but not limited to, each of the Lots located within the Grays Creek Villas, Section II Property, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions set forth in the Restrictive Covenants for Grays Creek Villas, Phase Three duly recorded in Deed Book 7761, Page 585-598, of the Cumberland County Registry, North Carolina and the Restrictive Covenants for Grays Creek Villas, Phase Four duly recorded in Deed Book 7770, Page 465-477, of the Cumberland County Registry, North Carolina.

Developer does further declare the following provisions shall also apply to the Grays Creek Villas, Section II Property:

Association Empowered to Levy Assessment for Taxes; Upon Default Payment is Personal Obligation of Owners. As stated in the aforesaid covenants, the Association is empowered to in its budget or to levy assessments for the payment of any ad valorem taxes levied against Common Area(s) or assessments for public improvements. Upon default by the Association in the payment of any ad valorem taxes levied against the Common Area(s) or assessments for public improvements, which default continues for a period of six (6) months, each Owner of a Lot, as the same is defined in the aforesaid covenants, shall become personally obligated to pay to the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by dividing the total taxes by the total number of Lots. If not paid by the Owner of the Lot within thirty (30) days, said sum shall become a continuing lien and the taxing or other governmental authority may either bring an action at law against the Owner personally obligated to pay the same or elect to foreclose the lien.

Liability Insurance. The Association shall provide for liability insurance as directed by its Board of Directors and/or officers.

Public Streets Disclaimer. The street(s) shown on the Plat of the Grays Creek Villas, Section II Property, recorded in Book of Plats 135, Page 22, Cumberland County Registry, though labeled as public have not been accepted by the North Carolina Department of Transportation as of the date of this recording. Until such time as the street(s) are accepted and formally added to the North Carolina Department of Transportation's system, maintenance and liability of the street(s) are the responsibility of Developer and / or any future lot owner(s).

Common Area. All areas on the Plat of the Grays Creek Villas, Section II Property, recorded in Book of Plats 136, Page 22, Cumberland County Registry, other than individual "for sale" lots/units and public rights-of-way, shall be shown and designated as "Common Area," the fee simple title to which shall be conveyed by Developer to the Association. Any Common Area shall not be further subdivided, developed or conveyed by the owners association, except where approved under the provisions of the Cumberland County Subdivision Ordinance and the Cumberland County Zoning Ordinance.

Restrictions Run With Land and Amendment. The easements or other permanent rights or interests herein created, the covenants and restrictions contained herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. While Developer remains the owner of one or more Lots, these covenants and restrictions may be changed, modified or amended, to make the covenants less restrictive, with respect to all Lots, or with respect to one or more specific Lots, by an instrument executed and recorded by only Developer. The Association may amend the covenants and restrictions at any time, as long as said amendment is consistent with the design, scheme and purposes of the covenants and restrictions, by the affirmative vote or written agreement of the Owners to whom not less than fifty percent (50%) of all of the votes in the Association are allocated in accordance with the covenants and restrictions. Any amendment must be recorded in the Cumberland County Register of Deeds.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed as of the day and year first above written.

CUMBERLAND VENTURES, LLC,
a North Carolina Limited Liability Company

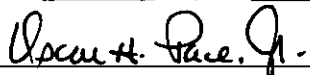

By: LARRY W. STROTHER
Its: Managing Member

STATE OF NORTH CAROLINA

COUNTY OF Havnett

This 1 day of October, 2014, personally came before me Oscar H. Pace, Jr., a Notary Public of Havnett County, State of North Carolina, Larry W. Strother, who, being by me duly sworn, says that he is the Managing Member of Cumberland Ventures, LLC, a North Carolina Limited Liability Company, and that said writing was signed and sealed by him in behalf of said limited liability company by its authority duly given. And the Managing Member acknowledged the said writing to be the act and deed of said limited liability company.

Witness my hand and official stamp or seal this 1 day of October, 2014.


Notary Public

My commission expires:

6/3/2019

[NOTARIAL SEAL]



(N.P. SEAL)