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J. LEE WARREN, JR.
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Prepared By and Return to: William Lockett Tally
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NORTH CAROLINA
CUMBERLAND COUNTY

**DECLARATIONS OF
RESTRICTIVE COVENANTS
THE SENTINELS SUBDIVISION**

THIS DECLARATION, the 21st day of February, 2019, Skyward Developers, LLC, a North Carolina limited liability company, its successors and/or assigns, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Cumberland County, North Carolina, which is known as the subdivision the Sentinels, which is comprised of Lots 56 through 70 and 79 through 93, as well as all other real property, as shown on that certain plat duly recorded in Plat Book 142, Page 46, Cumberland County, NC Registry (the "Plat"), said Lots and all other real property shown thereon being hereinafter known as the Sentinels Subdivision (hereinafter, "the Sentinels Subdivision"; or the "Subdivision");

WHEREAS, the Developer desires that the Sentinels Subdivision be uniform in its development and the restrictions applicable thereto:

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to 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.

(1)
ARTICLE I
DEFINITIONS

Section 1 "Association" shall mean and refer to Sentinels Homeowners Association of Fayetteville, Inc. a North Carolina non-profit corporation, its successors and assigns. The Association's articles of incorporation are attached hereto as Exhibit A; and the Association's bylaws (the Bylaws") are attached hereto as Exhibit B. The Association shall be in legal existence and organized with the North Carolina Secretary of State's Office prior to the sale of any lot within the development.

Section 2 "Common Area" shall mean the street "Thuway Road and Northway Court and Paron Court and Cloudspin Court" and easements along Lots 79 and 80 for the sign along with Lot 107 (including all improvements to these common areas) owned by the Association for the use, upkeep and enjoyment of the owners. Exhibit "C" provides for the Stormwater Management restrictions and Covenants.

Section 3 "Declarant" shall mean and refer to Skyward Developers, LLC, its successors and assigns

Section 4 "Member" shall mean and refer to every person or entity who holds membership in the Association due to ownership of fee simple title to any house or house Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Membership shall be in two classes. Class A membership shall consist of all Owners of Lots other than the Declarant, its successors and/or assigns, and each Member shall be entitled to one (1) vote for each Lot owned, regardless of the number or record title holders per Lot. Class B membership shall be limited to the Declarant, its successors or assigns, and each Member shall be entitled to a majority of votes at the time of voting.

Section 5 "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 6 "Properties" shall mean and refer to that certain real property hereinbefore described as the subdivision known as Sentinels according to a plat of the same duly recorded in Plat Book 142, Page 46, Cumberland County, North Carolina, Registry, together with all common areas as well as any other property other than the numbered lots as appear on said plat.

Section 7 "Lot" shall mean and refer to any of the Lots in the subdivision known as the Sentinels, according to a plat of the same duly recorded in Plat Book 142, Page 46, Cumberland County, North Carolina, Registry.

Section 8 "Period of Declarant Control" will be from the date of recording these Declarations of Restrictive Covenants until such time as the Declarant no longer is the owner of any lot in Tullamore.

ARTICLE II
SPECIAL DECLARANT RIGHTS

Declarant reserves the following special declarant rights for the entire Property, including any future sections of the Sentinels Subdivision, during the Period of Declarant Control:

- (a) To complete any and all improvements indicated on the Plat;
- (b) To exercise any development right reserved in the Declaration;
- (c) To construct and maintain any sales office, signs advertising the Property or any property which may be added thereto, management office or model on any of the Lots shown on the plat;
- (d) To create additional easements through the Common Properties for the purpose of making improvements within the Subdivision or any property added thereto (including, but not limited to, additional utility and/or drainage easements), as reasonably necessary in the sole discretion of Declarant;
- (e) To alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots or other Property into Common Property;
- (f) To reasonably amend the covenants and use restrictions contained in this Declaration in conformity with the general plan and scheme of development; and
- (g) To assign the Declarant's rights to a successor in interest.
- (h) To approve all Builders who own lots within the development.

ARTICLE III
USE RESTRICTIONS

Section 1 All Lots shall be used for residential purposes only and shall not be used for any business or commercial purposes; provided, however, that Developer reserves the right to use any Lot and any improvements thereon owned by Developer as a model home with sales office. Group family homes are prohibited.

Section 2 All Lots shall be residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any of said lots except one detached single family dwelling of not more than two and one-half stories in height, a private garage for not more than three cars, and other outbuildings in the rear of the dwelling house, which outbuildings shall be constructed in the same manner and with the same materials as the single family dwelling located on the Lot. Manufactured metal buildings may not be placed on any Lot in the subdivision.

Section 3 No residential dwelling shall be erected or allowed to remain on any of the said Lots which shall contain a heated-area living space of less than two thousand four hundred (2,400) square feet. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purposes, whether attached to or detached from the main residence, shall be commenced, placed, erected, or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the building lot 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 Developer, have been lodged permanently with the Developer.

The Developer 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 Developer of said land and contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building lot upon which 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 Developer fails to approve or disapprove such building plans and specification within thirty (30) days after the same have been fully submitted to it as required above, or the foundation of the building has been completed and approved by the local building inspection department, the approval of the Developer shall be presumed, and the provisions of this paragraph 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 lot. All driveways shall be constructed of concrete.

Section 4 All structures shall comply with all setbacks within the subdivision, and set-back requirements as are set forth on the Plat of The Sentinels, recorded in Cumberland County, North Carolina in Plat Book 142, Page 46. For the purposes of these covenants, eaves, steps, overhangs and chimneys shall be considered as a part of the building, provided however, that this shall not be construed to permit any portion of an improvement on a Lot to encroach upon another Lot. When consistent with the zoning ordinance, the building line set-back as provided for in this paragraph may be varied by (i) the Developer so long as the Developer owns any Lot in the subdivision herein described, or (ii) as much as ten (10) percent with the express written consent of the Developer, which said consent document need not be on record in the Office of the Register of Deeds, Cumberland County, North Carolina.

Section 5 Black painted chain link fences are allowed. All other chain link and privacy fences are prohibited. Other fences must be approved in writing by the Declarant or Architectural Committee, which will be formed after the period of Declarant control.

Section 6 Television satellite or dish antennae having a diameter in excess of twenty-two (22) inches are prohibited. All allowable satellite dishes or antennae are to be placed or installed on the rear of the house or the rear corner.

Section 7 Parking on any private or public street within the development is reserved for short-term guests of owners and may not interfere with access to other owners' driveways and mail boxes. Boats, RVs, and commercial vehicles may not park on these streets except for service techs while doing service work and construction vehicles while houses or other improvements are being constructed. During the period of Declarant control, the construction vehicle parking will be controlled by the Declarant so as to keep to a minimum the vehicles parked on the streets.

Section 8 No lot shall have over 3 vehicles belonging to residents of that lot parked outside the garage on a continuing basis. This is not to prohibit guest or family members who do not reside full time on the property. No automobile or motor vehicle may be dismantled or stored on said property, and no mechanically defective automobile or motor vehicle nor any mechanical machine, or machinery shall be placed or allowed to remain on said property for over thirty (30) days. Notwithstanding the above, these restrictions shall not apply if such vehicle is kept in an enclosed garage and out of sight from the street. Commercial vehicles, camper trailers, trailers, and/or boats shall be stored at the rear of the residence and shall be within the yard set-backs and limited to 2 per lot.

Section 9 No trailer, tent, shack, garage, barn or similar type of outbuilding shall be placed, erected, or allowed to remain on any Lot without the written consent of the Developers, its successors and assigns. No structure of a temporary character shall be used as a residence temporarily, permanently, or otherwise. No portable storage units such as PODS may be placed on any Lot for more than forty-five (45) days.

Section 10 Only break-away mailboxes approved by the Declarant may be constructed in the subdivision.

Section 11 The grounds of each lot within the subdivision must be maintained to a reasonable standard established by Declarant before, during and after construction during the period of Declarant Control and after that period by the Homeowners Association.

Section 12 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept, provided, that they are not kept, bred or maintained for commercial purposes.

Section 13 Each lot owner covenants and agrees that he will control the noise level emanating from any activities on the lot at a reasonable level. The lot owner shall not allow the noise level to become a nuisance or to otherwise interfere with adjoining lot owners' reasonable use of their lots.

Section 14 It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and grantees and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right of enforcing same.

Section 15 The invalidation of any one or more or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants and conditions or portions thereof.

Section 16 No Lot within the development should have more than 4,000 square feet of impervious land area within the lot.

Section 17 Any Common Area/Open Space may not be further subdivided, developed or conveyed by the owners association, except where approved under the provisions of the Cumberland County Zoning Ordinances.

ARTICLE IV
UTILITIES AND UTILITY AND DRAINAGE EASEMENTS

Section 1 Developer reserves the right to subject the real property in this entire subdivision to a contract with public utility providers for the installation of overhead and/or underground electric cables or other utilities and/or for the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to such public utility provider by the owner of each improved Lot. Developer and its successors in title may devote any lot or portion thereof, not already sold, for any construction and uses which it, in its sole discretion, deems necessary in order to provide the subdivision with utilities.

Section 2 Easements for installation and maintenance of utilities and drainage facilities and signs 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.

(7)
ARTICLE V
MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

The Association will be responsible for maintenance as needed for the following:

- (a) Thruway Road, Northway Court, Paron Court and Cloudspin Court: permanent curbs and sidewalks if the North Carolina Department of Transportation does not accept responsibility for the above mentioned roadways
- (b) Common Area/Open Space Lot 107
- (c) The Sentinels sign, fencing and landscaping.
- (d) Any drainage or retention ponds and its operation.

ARTICLE VI
HOMEOWNERS ASSOCIATION

As a member of the Sentinels Homeowners Association of Fayetteville, Inc. Lot owner shall be liable for annual dues in an amount not less than \$500.00. Said dues will be billed annually and will begin on the first day of January preceding conveyance from the builder or the developer to the buyer. In addition, each lot shall be assessed a one-time initial start up fee of \$100.00 at conveyance.

Section 1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned with the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments or charges, together with interest, costs and reasonable attorney's fees, shall be a charge against the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment or charge together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who is the Owner of such property at the time when the assessment fee is due.

Section 2 Purpose of Assessments. The assessments or charges levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and in particular for the maintenance, repair and reconstruction of the common roadways, driveways and parking areas and walkways serving the subdivision and for the acquisition, improvement and maintenance of properties, services and facilities devoted to this -purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, landscaping and ground maintenance of Common Areas, the payment of taxes or special assessments assessed against the Common Areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys and/or accountants to represent the Association, when necessary, and such other needs as may arise.

Section 3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors of 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 a capital improvement upon the Common Areas.

Section 4 Assessment Rate. Until such time as all houses have been conveyed out by the Declarant, the Declarant shall be responsible only for its pro-rata share of the maintenance and upkeep expenses of the Common Areas as determined by the Board of Directors of the Association.

Section 5 Date of Commencement of Annual Assessments: Due Date. The annual assessments shall become effective as provided in this Article. The first annual assessment for each Lot conveyed by the Declarant shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the annual assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association. 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 house have been paid. A properly executed certificate of the Association as to the status of assessments on a house is binding upon the Association as of the date of its issuance.

Section 6 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the initial rate of twelve percent (12%) per annum. Said rate may be changed from time to time by the Board of Directors of the Association. In addition to such interest charge, the delinquent owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Association to defray the costs of late payment.

The Association may, after 90 days, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, late payment fee, costs and reasonable attorneys' fees of such action, or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his house.

Section 7 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on a mortgage or deed of trust on a Lot or any mortgage or deed of trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors of the Association may, in its sole discretion, determine such unpaid assessments to be an annual or special assessment, as applicable, collectible prorate from all owners including the foreclosure sale purchaser. Such prorate portions are payable by all Owners. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

Section 8 Payment of Ad Valorem Taxes, liability insurance and Special Assessments. Upon default by the Owners Association in the payment of any ad valorem

taxes levied against Common Areas, liability insurance for the Common Areas or assessments for public improvements, which default continues for a period of six (6) months from the due date, each Owner of a house or undeveloped lot in the development shall become personally obligated to pay to the tax assessing government authority a portion of such taxes, the liability insurance company obligation debt or assessments in an amount determined by dividing the total taxes and/or assessments due by the total number of houses and house lots. If not paid by any such Owner within thirty (30) days, such sum shall become a continuing lien, and the taxing or assessment government authority or insurance company may either bring an action at law against the Owner personally obligated to pay the same or elect to foreclose the lien on the house or house lot.

The Owners Association is hereby empowered to levy assessments for the payment of expenditures for the items set forth in the preceding paragraph, and such assessments not paid by the Owner shall constitute a lien on the Owner's house or house lot.

The owners' association shall be responsible for the provisions of liability insurance, any taxes, and maintenance of recreation area and other facilities located on the common area, payment of assessments for public and private capital improvements made to or for the benefit of the common area located within the development. Upon default by the owners' association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the common area or assessments for public improvements to the common area, which default shall continue for a period of six months, each owner of a lot or unit in the development shall become personally obligated to pay to the County Tax Assessor a portion of such taxes or assessments in an amount determined by dividing the total taxes and/or assessments due by the total number of lots or units in the development. If such sum is not paid by the owner within thirty days following receipt of notice of the amount due, then such sum shall become a continuing lien on the lot or unit of the then owner(s), the owner(s)' heirs, devisees, personal representatives, assigns, and the County Tax Assessor 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.

The owners association is empowered to levy assessments against the owners of lots within the development for payment of expenditures made by the owners association for the items set forth in the preceding paragraph, and any such assessments not paid by the owner against whom such are assessed shall constitute a lien on the lot of the owner.

Section 9 Easement for Common Areas and Limited Common Area and Facilities. Each owner of a lot within the development shall have the right over the common areas for access, ingress and egress from and to public streets and walkways, and easements for the enjoyment of the common areas. Easements over the common areas for access, ingress and egress from and to public streets and walkways, and easements for enjoyment of the common area and for parking areas are hereby granted to each owner of any lot within the development, unless expressly stated otherwise and classified as "limited common areas and facilities" with the declaration.

ARTICLE VII
GENERAL PROVISIONS

Section 1 Enforcement. So long as the Developer is an owner of a Lot shown on the plat hereinbefore referenced, Developer, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictive Covenants. Failure by the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 Amendment. These Restrictive Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to these Restrictive Covenants, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date these Restrictive Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. These Restrictive Covenants may be amended by (i) a change being approved by a written recorded instrument signed by all of the owners of all lots requesting a change or modification, by the majority of the owners of the lots to both sides within ninety (90) feet of any lot requesting the change or modification, and by the Developer, its successors and/or assigns, or (ii) while the Developer or assigns continues to own any Lot in the subdivision, by the change being approved by the written consent of the Developer during the first twenty-(20) year period.

Section 3 Conflict. In the event of any conflict between the provisions of these Covenants and any applicable provisions of the Cumberland County ordinances and codes, the provisions of the Cumberland County ordinances and codes shall control.

IN WITNESS WHEREOF SKYWARD DEVELOPERS, LLC, the Developer herein, has caused this Declaration to be signed in its name the day and year first above written.

SKYWARD DEVELOPERS, LLC

By: [Signature]
John D. Hornaday, Jr., Managing Member

State of North Carolina
Cumberland County

I, William Colett Tally, a Notary Public for said county and state, do hereby certify John D. Hornaday, Jr., Managing Member of SKYWARD DEVELOPERS, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. this the 21st day of February 2019.

My commission expires: 11, 9, 2019

[Signature] Notary Public



(N.P. SEAL)

BK10451 PG0182

EXHIBIT "A"

Articles of Incorporation

See Pages that Follow