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BOOK 10960
START PAGE 0216
END PAGE 0253
INSTRUMENT # 46947
RECORDING \$118.00
EXCISE TAX \$0.00

Prepared by: William Lockett Tally
Tally and Tally, Attorneys and Counselors at Law, PLLC
1318 Raeford Road, Suite B, Fayetteville, NC 28303
After recording, mail to: Tally and Tally, Attorneys and Counselors at Law, PLLC

NORTH CAROLINA DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE SENTINELS,
CUMBERLAND COUNTY LOTS 1-12, 49-55 and 94-104

THIS DECLARATION, made this the 9th day of December, 2020, by SKYWARD DEVELOPERS, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

THAT, WHEREAS, Declarant is the owner of certain property located in Grays Creek Township, Cumberland County, North Carolina, which is more particularly described as follows:

BEING all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 49, 50, 51, 52, 53, 54, 55, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103 and 104 of THE SENTINELS, LOTS 1-12, 49-55 and 94-104, Plat Book 145, page 149, Cumberland County, North Carolina, Registry said lot being hereinafter referred to as the "Lots" in said subdivision covered by this instrument,

AND, WHEREAS, Declarant previously executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions with respect to the Sentinels Subdivision, which instrument is recorded in Book 10451, pages 170 through 203, Cumberland County, North Carolina Registry, and amended these Covenants, Conditions and Restrictions which instrument is recorded in Book 10725, pages 845-846, Cumberland County, North Carolina Registry, and the provisions of which instruments apply to the property described on Exhibit A attached to said recorded instrument; and

AND, WHEREAS, the aforesaid Lots as set forth on the plat of THE SENTINELS, LOTS 1-12, 49-55 AND 94-104, Plat Book 145, page 149, Cumberland County, North Carolina, Registry is a portion of the property described on Exhibit A of the instrument recorded in Deed Book 10451, pages 170 through 203, Cumberland County Registry and Deed Book 10725, pages 845-846, Cumberland County Registry; and

NOW, THEREFORE, Declarant amends the Declaration of Covenants, Conditions and Restrictions with respect to the Sentinels Subdivision, which instrument is recorded in Book 10451, pages 170 through 203, Cumberland County Registry, and Deed Book 10725, pages 845-846, Cumberland County Registry in the respects as hereinafter set forth:

1. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 49, 50, 51, 52, 53, 54, 55, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103 and 104 of THE SENTINELS, LOTS 1-12, 49-55 and 94-104, Plat Book 145, page 149, Cumberland County, North Carolina are subject to all of the terms and conditions of the original Declaration recorded Book 10451, pages 170 through 203, Cumberland County Registry and the Amended Covenants recorded in Book 10725, pages 845-846, Cumberland County, North Carolina Registry. Said recorded instruments, among other requirements, includes mandatory membership in the SENTINELS HOMEOWNERS ASSOCIATION OF FAYETTEVILLE, INC., the payment of the charges and liens set forth in said instrument required by the SENTINELS HOMEOWNERS ASSOCIATION OF FAYETTEVILLE, INC., to be paid by the lot owners, and the control of use of the common areas by the SENTINELS HOMEOWNERS ASSOCIATION OF FAYETTEVILLE, INC.

2. So long as Declarant owns one or more of the Lots in THE SENTINELS, LOTS 1-12, 49-55 and 94-104, Plat Book 145, page 149, Cumberland County, North Carolina, Registry, Declarant reserves the right to modify or release any of the provisions immediately above or in the original or previously amended covenants, so as to make the modified or released provision less restrictive. When Declarant no longer owns at least one of said lots, then the provisions of the original instrument recorded in Book 10451, pages 170 through 203, Cumberland County Registry, and Book 10725, pages 845-846, Cumberland County Registry, shall apply to any such modification or release.

3. The Declarant reserves the right to change, alter or redesignate roads, utility and drainage facilities, plus other present and proposed amenities or facilities, as may in the sole judgment of the Declarant be necessary or desirable.

IN WITNESS WHEREOF, Skyward Developers, LLC has caused this instrument to be executed in its Partnership name by its partners.

SKYWARD DEVELOPERS, LLC

(Corporate Seal)

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

NORTH CAROLINA
CUMBERLAND COUNTY

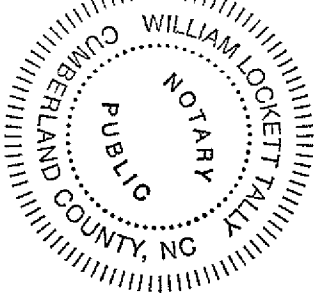
I, William Lockett Tilly a Notary Public of North Carolina, certify that John D. Hornaday, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is Managing Member of Skyward Developers, LLC, a limited liability corporation, and that he as the Managing Member, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this 9th day of December, 2020.

[Signature]
William Lockett Tilly, Print
Notary Public

(Seal or Stamp)

My Commission Expires: 11-9-2024



Exh. B + "A"
BK 10451 PG 0170

FILED Feb 22, 2019
AT 10:00:54 am
BOOK 10451
START PAGE 0170
END PAGE 0203
INSTRUMENT # 04748
RECORDING \$127.00
EXCISE TAX (None)
CHT

Prepared By and Return to: William Lockett Tally
Tally and Tally, Attorneys and Counselors at Law, PLLC
934 Cambridge Street
Fayetteville, NC 28303

NORTH CAROLINA

**DECLARATIONS OF
RESTRICTIVE COVENANTS
THE SENTINELS SUBDIVISION**

CUMBERLAND COUNTY

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.

BK 10451 PG 0175

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.

BK 10451 PG 0180

ARTICLE VII
GENERAL PROVISIONS

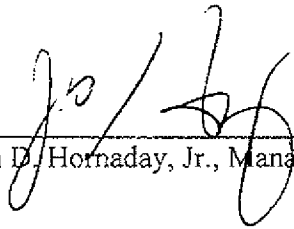
Section 1 Enforcement. So long as the Developer is an owner of a Lot shown on the plat hereinbefore referenced, Developer, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed 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.

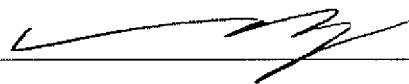
SKYWARD DEVELOPERS, LLC

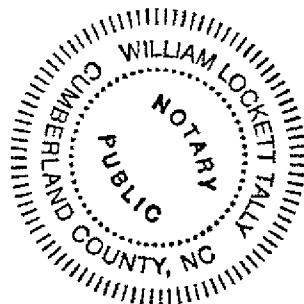
By: 
John D. Hornaday, Jr., Managing Member

State of North Carolina
Cumberland County

I, William Lockett 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


Notary Public



(N.P. SEAL)

EXHIBIT "A"

Articles of Incorporation

See Pages that Follow



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

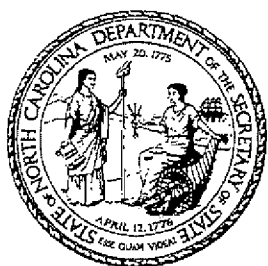
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

THE SENTINELS HOMEOWNERS ASSOCIATION OF FAYETTEVILLE, INC.

the original of which was filed in this office on the 12th day of February, 2019.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of February, 2019.

Elaine F. Marshall

Secretary of State

BK10451 PG0184

SOSID: 1804423
Date Filed: 2/12/2019 10:17:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C2019 042 02504

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the corporation is: The Sentinels Homeowners Association of Fayetteville, Inc.

2. _____ (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).

3. The street address and county of the initial registered office of the corporation is:

Number and Street 581 Executive Place, Suite 700

City, State, Zip Code Fayetteville, NC 28305 County Cumberland

4. The mailing address *if different from the street address* of the initial registered office is:

same as above

5. The name of the initial registered agent is:

John D. Hornaday, Jr.

6. The name and address of each incorporator is as follows: _____

William Lockett Tally, 934 Cambridge Street, Fayetteville, NC 28303

7. (Check either a or b below.)

a. The corporation will have members.

b. The corporation will not have members.

8. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.

9. Any other provisions which the corporation elects to include are attached.

10. The street address and county of the principal office of the corporation is:

Number and Street 581 Executive Place, Suite 700

City, State, Zip Code Fayetteville, NC 28305 County Cumberland

11. The mailing address *if different from the street address* of the principal office is:

Same as Above

12. These articles will be effective upon filing, unless a later time and/or date is specified: _____

This is the 11th day of February, 2019.

Signature of Incorporator

William Lockett Tally, Incorporator
Type or print Incorporator's name and title, if any

NOTES:

1. Filing fee is \$60. This document must be filed with the Secretary of State.

Revised January 2000

Form N-01

CORPORATIONS DIVISION

P. O. BOX 29622

RALEIGH, NC 27626-0622

THE SENTINELS HOMEOWNERS ASSOCIATION OF FAYETTEVILLE, INC.
PROVISION FOR DISSOLUTION

In the event of a dissolution and/or liquidation of the Corporation, all of the residual assets of the Corporation shall be distributed to such organization(s) that are exempt under Section 501(c)(3) or Section 528(c)(4) of the Code or corresponding sections of any prior or future Internal Revenue Code at the time of dissolution as shall, in the judgment of the directors, be most likely to fulfill the purpose of the Corporation.

IN WITNESS WHEREOF, the Incorporator has executed this Provision for Dissolution this the 11th day of February, 2019.



Incorporator, William Lockett Tally

EXHIBIT B

BYLAWS
OF

The Sentinels Homeowners Association of Fayetteville, Inc.

ARTICLE I.
BUSINESS ADDRESS

The business address of The Sentinels Home Owners Association of Fayetteville, Inc., (the "Association") shall be 581 Executive Place, Suite 700, Fayetteville, North Carolina 28305. The business address may be changed by the Board of Directors in its discretion.

ARTICLE II.
MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is a record owner of a fee or undivided fee interest in any of the Lots in The Sentinels (the "Subdivision"), located in Cumberland County, North Carolina, shall be a member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and may not be separated from such ownership. Membership in the association shall be mandatory for each original purchaser and each successive purchaser of a lot in the development. 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.

ARTICLE III.
PURPOSES OF THE ASSOCIATION

The purposes and duties of the Association shall be:

- A. To manage the Subdivision pursuant to the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for The Sentinels (said document to be, or having been, recorded in the Cumberland County Registry, as such may be amended) (as amended, the "Declaration"); these bylaws (the "Bylaws"); any rules and regulations promulgated by the Association or its Board of Directors (the "Rules and Regulations"); and otherwise in general accordance with the North Carolina Planned Community Act as codified in Chapter 47F of the North Carolina General Statutes;
- B. To enforce the provisions of these Bylaws, the Declaration, and any Rules and Regulations promulgated by the Association or its Board of Directors;
- C. To promote and protect the enjoyment and beneficial use and ownership of all of the Lots within the Subdivision (the "Lots").

No part of the net earnings of the Association shall inure to the benefit of its members, the members of its Board of Directors or its officers, or to any other person,

except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the above stated purposes.

ARTICLE IV.
ASSESSMENTS

The Association shall make and collect assessments against the Lots as stated in the Declaration and as authorized by Chapter 47F of the North Carolina General Statutes.

ARTICLE V.
MEETINGS OF MEMBERS

Section 1. Place of Meetings. All meetings of members shall be held at such place in Cumberland County, North Carolina, as shall be designated on the notice of the meeting or agreed upon by a majority of the members entitled to vote thereat.

Section 2. Annual Meetings. The annual meeting of the members shall be held during the same month each year as determined by the Board of Directors, for the following purposes:

1. to ratify or reject the summary of the proposed budget submitted by the Board of Directors pursuant to Article VI below;
2. to elect the Board of Directors of the Association (subject to the provisions of the Declaration) for the coming fiscal year; and
3. to transact any other business that may come before the membership, including but not limited to the adoption, modification and/or repeal of any Rules and Regulations governing the Subdivision.

Section 3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article V. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors of the Association, or upon the written requests of not less than three out of eight (37.5 %) of the members.

Section 5. Notice of Meetings. Written notice of the meeting shall be delivered not less than ten (10) nor more than sixty (60) days (unless otherwise provided in the Declaration) before the date of any members' meeting, either personally, by mail, or by electronic mail over the internet, by or at the direction of the President, the Secretary, or other person calling the meeting, to each member of record. The notice shall state the time and place of the meeting and shall also state the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes and any proposal to remove an officer/director. If mailed, such shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her

address as it appears on the record of members of the Association, with postage thereon prepaid. If sent by electronic mail over the internet, such shall be deemed to be delivered when sent by electronic email to an electronic mailing address designated in writing by the Lot owner. It shall be the responsibility of the individual members to keep the Secretary informed of their current addresses. In the absence of instructions from an individual member as to his/her address, the Secretary shall be entitled to rely on the most recent records of the Cumberland County Tax Collector to determine the addresses of the owners(s) of a Lot. The notice of meeting must state the time and place of the meeting and all items on the agenda for the meeting.

When a meeting is adjourned for thirty (30) 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 (30) days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 6. Voting Rights. On matters of the Association's business submitted to vote of the membership, there shall be one (1) vote per Lot, regardless of the number of owners of a Lot. At any annual meeting, substitute annual meeting, or special meeting of members, three out of eight (37.5%) of the Lots (represented either in person or by proxy) shall constitute a quorum for the purposes of submitting any matter to a vote. Except as otherwise provided by the Declaration, Chapter 47F of the North Carolina General Statutes, or these Bylaws, all matters submitted to a vote at any meeting held in accordance with these Bylaws shall be decided by a simple majority of the total votes cast. In the event that business cannot be conducted at any meeting because a quorum is not present, the provisions of Chapter 47F-3-109 (or other pertinent provision of the Planned Community Act) shall control with respect to imposing a lesser quorum requirement for the rescheduled meeting after adjournment of the original meeting due to lack of a quorum.

Section 7. Voting by Proxy. Votes may be cast either in person or by one (1) or agents authorized by a dated, written proxy executed by the member or his/her attorney-in-fact. A proxy terminates one (1) year after its date, unless it specifies a shorter term. Any form of proxy which is sufficient in law may be used, but the form as shown on Exhibit A-1 attached hereto shall be deemed sufficient.

Section 8. Voting List. At least ten (10) days before each meeting of members, the Secretary of the Association shall prepare an alphabetical list of the members entitled to vote at such meeting or any adjournment thereof, with the address of each, which list shall be kept on file with the book of records of the Association. This list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any members during the whole time of the meeting.

Section 9. Waiver of Notice. Any member may waive notice of any meeting. The attendance by a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VI.
BOARD OF DIRECTORS

Section 1. Purpose, Number and Term of Office. The business and affairs of the Association shall be managed by a Board of Directors of at least three (3) individuals, who shall be entitled to act on behalf of the Association. The Board of Directors shall be appointed by Coldstream Developers, LLC (the "Declarant") until such time as the Period of Declarant Control (as defined in the Declaration ceases). At the first meeting of the membership of the Association following the termination of the Period of Declarant Control, the members of the Board of Directors shall be elected by the membership of the Association and those persons who receive the highest number of votes at a meeting at which a quorum is present shall be elected. Each member of the Board of Directors shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the election of his/her successor. All Directors elected by the membership of the Association must be Lot owners.

Section 2. Powers and Duties. The Board of Directors shall have the power and the duty to act on behalf of the Association in all instances, except that the Board may not amend the Declaration, terminate the Subdivision, elect members of the Board (except to fill any vacancy in its membership for the unexpired portion of a term) or determine the qualifications, powers, duties or terms of office of members of the Board. In addition the Board of Directors shall have the following specific powers, duties and responsibilities:

A. The Board will keep a complete record of all of its acts and all affairs of the Association and make the same reasonably available for examination by any member, his/her agents or mortgagees.

B. The Board will adopt a proposed budget for the Association to be approved or rejected by the membership of the Association at its annual meeting. The proposed budget shall be adopted at a meeting of the Board to be held prior to the annual meeting of the membership of the Association. A summary of the proposed budget, including the amount of any proposed assessments against the Lots shall be mailed to the membership not more than fourteen (14) nor less than thirty (30) days after the adoption of the proposed budget. The proposed budget shall be deemed ratified by the Lot owners unless at the annual meeting more than fifty percent (50%) of the Lot owners vote to reject it. At the annual meeting, there shall be no requirement that a quorum be present for purposes of approving the budget. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the membership ratifies a budget subsequently proposed by the Board of Directors.

C. The Board may fine any Lot in accordance with the provisions of the Declaration for any single violation of the Declaration, these Bylaws or any Rules and Regulations promulgated by the Board. In such event, the Board shall provide the Lot owner fined an opportunity to be heard before an adjudicatory panel to be appointed by the Board pursuant to Article X below. Multiple fines may be assessed against any Lot owner

for multiple violations. Any such fines shall be deemed assessments against the Lot of such owner and shall be collectable as provided in the Declaration.

D. The Board may contract a management agent to perform and execute such duties, functions and responsibilities of the Board as the Board may deem appropriate; however, no such contract shall relieve the Board from its fiduciary duty to the Association.

Notwithstanding any other provision herein, the Board of Directors is authorized, on behalf of the Association, to submit any dispute with or claim against the owner(s) of any Lot(s) to voluntary arbitration pursuant to any arbitration program then in effect in the General Court of Justice of Cumberland County, North Carolina.

Section 3. Removal of Directors. Notwithstanding any provision in the Declaration or in these Bylaws to the contrary, the Lot owners, by a majority vote of all persons present and entitled to vote at any meeting of the Lot owners at which a quorum is present, may remove any member of the Board of Directors with or without cause, other than a member of the Board of Directors appointed by the Declarant.

Section 4. Vacancies. In the event of the death, disability, resignation or removal of a director, his/her successor shall be selected and appointed by the remaining members of the Board of Directors to serve until the next meeting of the membership of the Association; or until a successor is appointed by the Declarant if such vacancy is the result of the death, disability, resignation or removal of an initial director or a director who was appointed by the Declarant.

ARTICLE VII. MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Called Meetings. Meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors.

Section 2. Notice of Meeting. The person or persons calling a meeting of the Board of Directors shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

Section 3. Waiver of Notice. Any member of the Board of Directors may waive notice of any meeting. The attendance by a member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting, except where a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum. Fifty percent (50%) of the number of the members of the Board of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the members of the Board of Directors.

Section 5. Manner of Acting. Except as otherwise provided in these Bylaws, the act of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6. Informal Action by Members of the Board of Directors. Action taken by a majority of the members of the Board of Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the members of the Board of Directors and filed in the book of records of the Association, whether done before or after the action so taken.

Section 7. Committees of the Board. The Board of Directors may establish either standing or ad hoc committees of the members to assist it in its work. Such committees shall be chaired by a member of the Board of Directors.

ARTICLE VIII. OFFICERS

Section 1. Designation. The officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the membership may from time to time elect. The offices of Secretary and Treasurer may be held by the same person; otherwise, no other two (2) offices may be held by the same person.

Section 2. Election and Term. The initial officers of the Association shall be elected by the initial members of the Board of Directors of the Association. Subsequently, the officers of the Association shall be elected by the Association. Members of the Board shall be eligible for appointment to serve as officers of the Association. The officers shall be appointed to one-year terms, and each officer shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the appointment of his/her successor.

Section 3. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He/she shall, when present, preside at all meetings of the members. He/she shall sign, with the Secretary, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall execute any amendments to the Declaration approved by the membership of the Association.

Section 4. Vice President. In the absence of the President or in the event of his/her death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or the Board of Directors.

Section 5. Secretary. The Secretary shall: (a) keep minutes of the meetings of members, of the Board of Directors and of all Executive Committees in one or more books

provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association (if a stamp seal exists), and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized and mandated; (d) be authorized to certify and oversee the recordation of amendments to the Declaration on behalf of the Association; (e) keep a register of the post office address and/or electronic mail addresses of each member which shall be furnished to the Secretary by such member; and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 6. Treasurer. If the Association is self-managed and chooses not to delegate the handling of Association moneys to a professional management company, then there shall be elected a Treasurer of the Association. The Treasurer shall be bonded by a reputable insurance or surety company (if the Board of Directors so decides) and shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such depositories as shall be selected in accordance with the provisions of Section 4 of Article IX of these Bylaws; (c) prepare, execute and deliver certificates of Assessments as may be required by the Declaration or by Chapter 47F of the North Carolina General Statutes; and (d) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

ARTICLE IX. CONTRACTS, LOANS, CHECKS AND DEPOSITS

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 in the name of and on the behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority 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 Association, shall be signed by the President or the Treasurer of the Association.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board of Directors may select.

Section 5. Assessments. The Board of Directors may levy assessments against the owners of lots within the development for payment of expenditures made by the owners association for property taxes on common areas, liability insurance and payment of assessments for public and private capital improvements made to or for the benefit of the

common area located within the development if the assessments have been approved by a simple majority of the voting members.

ARTICLE X.
ADJUDICATORY PANEL.

Section 1. Appointment of Adjudicatory Panel. The Board of Directors shall, not less than annually, appoint an Adjudicatory Panel of not less than three (3) individuals, all of whom shall be residents of the Subdivision; however, during the Development Period, the Declarant may appoint non-resident individuals to said Adjudicatory Panel. Members of the Board shall be eligible to serve as members of the Adjudicatory Panel. Members of the Adjudicatory Panel shall be appointed to one-year terms, and each member shall sit until his/her death, disability, resignation or removal, or until the expiration of his/her term and the appointment of is/her successor.

Section 2. Hearings. In the event that a fine is assessed against a Lot owner by the Board of Directors pursuant to Subsection 2(C) Article VI above, the Adjudicatory Panel shall provide to the Lot owner so fined notice of the violation and an opportunity to be heard regarding the alleged violation and the assessed fine. If within ten (10) days of receipt of the notice the Lot owner requests in writing a hearing, the Adjudicatory Panel shall hear the matter within twenty (20) days of the date of the written request. A majority of the members of the Adjudicatory Panel shall constitute a quorum for the purpose of conducting a hearing. Following such a hearing, the Adjudicatory Panel shall confirm, deny or modify the fine imposed by the Board and shall notify the Lot owner of its decision. The decision of the Adjudicatory Panel with regard to the fine shall be final.

ARTICLE XI.
INDEMNIFICATION

Any person who at any time serves or has served as an officer, member of the Board of Directors and/or member of the Adjudicatory Panel of the Association, will be indemnified by the Association to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees incurred by him/her in connection with any threatened, pending, or completed civil, criminal, administrative, investigative, or arbitratve action, suit, or proceeding (and any appeal therein) whether or not brought by or on behalf of the Association, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he/she may have become liable in any such action, suit or proceeding.

Upon request for payment, the President of the Association shall promptly call a special meeting of the Board of Directors to obtain approval to pay the indemnification required by this bylaw. Such approval may be general or confined to specific instances, and shall not be unreasonably withheld. Upon approval by the Board of Directors, the President shall promptly cause the indemnification to be paid to the requesting party.

Any person who at any time after the adoption of this bylaw serves or has served as an officer, member of the Board of Directors and/or member of the Adjudicatory Panel of the Association, shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the

benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

ARTICLE XII.
SECTION 528 STATUS

The Association shall elect and shall be managed in such fashion as to maintain tax-exempt status under Section 528 of the Internal Revenue Code of 1986. The Association shall not carry on any activities prohibited by an Association electing tax-exempt status under Section 528, or any corresponding sections or provisions of any future United States Internal Revenue law.

ARTICLE XIII.
AVAILABILITY OF DOCUMENTS

The Association shall keep records of (i) its governing documents; (ii) its actions (board resolutions, minutes of meetings and similar matters); and (iii) its financial condition (receipts and expenditures affecting its finances, operation and administration; budget; financial statements and similar items). Notwithstanding the foregoing, the Association is not required to maintain records in excess of three (3) years, unless otherwise required under applicable law. The Association documents and all books and records kept on behalf of the Association shall be available for examination and copying by a member or such member's authorized agent during normal business hours and upon reasonable notice to the Association and for a reasonable charge, except for privileged or confidential information.

ARTICLE XIV.
GENERAL PROVISIONS

Section 1. Seal. The corporate seal of the Association shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed SEAL; and such seal, as impressed or drawn on the margin hereof, is hereby adopted as the corporate seal of the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall be January 1, through December 31, unless otherwise determined by the Board of Directors.

Section 3. Amendments. Following the expiration of the Period of Declarant Control (as defined in the Declaration), the members of the Association may amend these Bylaws by the vote of at least sixty-seven percent (67%) of all existing Lot owners at any meeting of the membership of the Association, in which a quorum is present, properly held and conducted pursuant to Article V above.

Section 4. Conflicts. In the event of any conflict between the terms and provisions of these Bylaws and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall control.

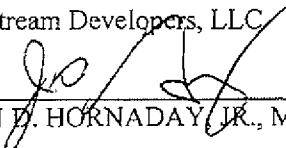
Section 5. References to Statutes. All references herein to any provision of the North Carolina general statutes or any other applicable laws, shall be construed to include and apply to any subsequent amendments thereto or codified replacements/substitutions thereof.

Section 4. Conflicts. In the event of any conflict between the terms and provisions of these Bylaws and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall control.

Section 5. References to Statutes. All references herein to any provision of the North Carolina general statutes or any other applicable laws, shall be construed to include and apply to any subsequent amendments thereto or codified replacements/substitutions thereof.

IN TESTIMONY WHEREOF, the foregoing were adopted as the Bylaws of the The Sentinels Homeowners Association of Fayetteville, Inc., as the date set forth below.

Coldstream Developers, LLC

BY: 
JOHN D. HORNADAY, JR., MANAGING MEMBER

DATE: 2-19-2019

[Executed During a Period of Declarant Control]

EXHIBIT A-1 ATTACHED TO BYLAWS

(Form of Proxy)

The undersigned hereby irrevocably constitute and appoint _____
their attorney-in-fact and proxy for the sole purpose of casting the vote allocated to
Lot _____, on all matters submitted to vote at that meeting of _____, to be
held on _____. The undersigned hereby ratify and confirm all such
votes cast on behalf of said Lot at that Meeting, and certify that they are fully authorized to
execute this instrument of proxy on behalf of all owners of any fee interest in said Lot.

This the ___ day of _____, _____.

Member (Lot Owner) or His/Her Attorney-in-Fact

High Density Residential Subdivisions
Deed Restrictions & Protective Covenances

In accordance with Title 15 NCAC 2H.1000 and S.L. 2006-246, the Stormwater Management Regulations, deed restrictions and protective covenants are required for **High Density Residential Subdivisions** where lots will be subdivided and sold and runoff will be treated in an engineered stormwater control facility. Deed restrictions and protective covenants are necessary to ensure that the development maintains a "built-upon" area consistent with the design criteria used to size the stormwater control facility.

I, John D. Hornaday, acknowledge, affirm and agree by my signature below, that I will cause the following deed restrictions and covenants to be recorded prior to the sale of any lot:

1. *The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW6170802 as issued by the Division of Energy, Mineral and Land Resources under the Stormwater Management Regulations.*
2. *The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.*
3. *These covenants are to run with the land and be binding on all persons and parties claiming under them.*
4. *The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.*
5. *Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.*
6. *The maximum allowable built-upon area per lot is 4000 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.*

OR, if the proposed built-upon areas per lot will vary, please REPLACE #6 above with the following:

6. *The maximum built-upon area per lot, in square feet, is as listed below:*

<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>
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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.

7. *Each lot will maintain a 30** foot wide vegetated buffer between all impervious areas and surface waters.*

****50 foot for projects located in the 20 coastal counties.**

8. *All runoff from the built-upon areas on the lot must drain into the permitted system. This may be accomplished through a variety of means including roof drain gutters which drain to the street, grading the lot to drain toward the street, or grading perimeter swales to collect the lot runoff and directing them into a component of the stormwater collection system. Lots that will naturally drain into the system are not required to provide these additional measures.*

BK10451 P00199

High Density Residential Subdivisions
Deed Restrictions & Protective Covenances

Signature: *[Handwritten Signature]* Date: 2-7-19

I, Mildred A. Mercere, a Notary Public in the
State of North Carolina, County of Cumberland

do hereby certify that John D. Horwaday personally appeared
before me this the _____ day of February, 2019, and acknowledge
the due execution of the foregoing instrument. Witness my hand and official seal,

Mildred A. Mercere
Signature

SEAL

My Commission expires 8/16/2020



Operation & Maintenance Agreement

Project Name: The Sentinels (Formerly Coldstream at Thrower)
Project Location: Thrower Road, Hope Mills, NC

Cover Page

Maintenance records shall be kept on the following BMP(s). This maintenance record shall 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 pollutant removal efficiency of the BMP(s).

The BMP(s) on this project include (check all that apply & corresponding O&M tables will be added automatically):

Bioretention Cell	Quantity:		Location(s):	
Dry Detention Basin	Quantity:		Location(s):	
Grassed Swale	Quantity:		Location(s):	
Green Roof	Quantity:		Location(s):	
Infiltration Basin	Quantity:		Location(s):	
Infiltration Trench	Quantity:		Location(s):	
Level Spreader/VFS	Quantity:		Location(s):	
Permeable Pavement	Quantity:		Location(s):	
Proprietary System	Quantity:		Location(s):	
Rainwater Harvesting	Quantity:		Location(s):	
Sand Filter	Quantity:		Location(s):	
Stormwater Wetland	Quantity:		Location(s):	
Wet Detention Basin	Quantity:	1	Location(s):	North side of prop., near Thrower Road
Disconnected Impervious Area	Present:	No	Location(s):	
User Defined BMP	Present:	No	Location(s):	

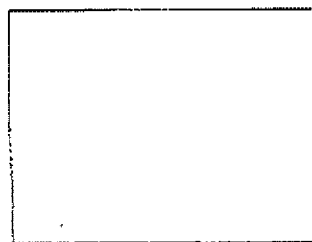
I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed for each BMP above, and attached O&M tables. I agree to notify NCDENR of any problems with the system or prior to any changes to the system or responsible party.

* Responsible Party: **John D. Hornaday**
 Title & Organization: **Managing Member, Coldstream Developers, LLC**
 Street address: **581 Executive Place, Suite 700**
 City, state, zip: **Fayetteville, NC 28305**
 Phone number(s): **910-483-9715**
 Email: **hornadaycc@aol.com**

Signature: *John D. Hornaday* Date: 2-7-19

I, Mildred A. Mercure, a Notary Public for the State of North Carolina
 County of Cumberland, do hereby certify that John D. Hornaday
 personally appeared before me this day of February and
 acknowledge the due execution of the Operations and Maintenance Agreement.

Witness my hand and official seal, Mildred A. Mercure



My commission expires 8/16/2020

Wet Detention Pond Maintenance Requirements

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

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 BMP	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.
The inlet device	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.
	Stone verge is clogged or covered in sediment (if applicable).	Remove sediment and replace with clean stone.
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.

BK10451 PB0202

Wet Detention Pond Maintenance Requirements (Continued)

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).
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 Department of Environment and Natural Resources Regional Office.
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.		

Wet Detention Pond Design Summary

Wet Pond Diagram

WET POND ID		FOREBAY		MAIN POND	
BMP-1		Permanent Pool El.	148	Permanent Pool El.	148
		Temporary Pool El.	148.9	Temporary Pool El.	148.9
Pretreatment other than forebay?		Clean Out Depth:	3	Clean Out Depth:	5
No		Sediment Removal El:	145	Sediment Removal El:	143
Has Veg. Filter?		Bottom Elevation:	144	Bottom Elevation:	142
No					

FILED Mar 26, 2020
AT 10:05:52 AM
BOOK 10725
START PAGE 0845
END PAGE 0846
INSTRUMENT # 10668
RECORDING \$26.00
EXCISE TAX \$0.00

PREPARED BY AND RETURN TO: W. LOCKETT TALLY
Tally and Tally
934 Cambridge Street
Fayetteville, NC 28303

NORTH CAROLINA

AMENDMENT TO COVENANTS AND BYLAWS

CUMBERLAND COUNTY

This Amendment to Restrictive Covenants and Bylaws is entered into this 25 day of ^{March} ~~January~~, 2020, by and between Skyward Developers, LLC, a North Carolina Limited Liability Company of Cumberland County, North Carolina, hereinafter referred to as "DECLARANTS", and all owners and future owners of all numbered lots and real property shown therein THE SENTINELS SUBDIVISION, as per plat thereof in Map Book 142, Page 46, and all amendments thereto, if any, Cumberland County, North Carolina Registry, party of the second part (the plat shall sometimes hereinafter be referred to as the "subdivision");

Witnesseth:

WHEREAS, Declarants on or about the 21st day of February, 2019, executed certain Restrictive Covenants recorded in Book 10451, Pages 0170-0203 of the Cumberland County, North Carolina Registry and amended them in Book 10516, Pages 0200-0235 of the Cumberland County, North Carolina Registry; and

WHEREAS, the original covenants provide in Article II, Section (f) that the DECLARANTS have the right to alter or amend those restrictive covenants so long as DECLARANTS own any one lot in the THE SENTINELS SUBDIVISION as heretofore described; and

WHEREAS, DECLARANTS still own at least one lot in THE SENTINELS SUBDIVISION and desires to amend the original covenants as they apply to Article III, Section 5;

NOW THEREFORE IN CONSIDERATION OF PREMISES the DECLARANTS hereby declare that the restrictive covenants recorded in Book 10451, Pages 0170-0203, of the Cumberland County, North Carolina Registry and amended them in Book 10516, Pages 0200-0235 of the Cumberland County, North Carolina Registry insofar as they relate to THE SENTINELS SUBDIVISION are hereby amended as follows:

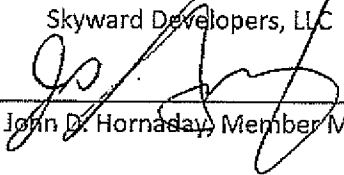
1. Article III, Section 5, Fences is amended as follows: All chain link fences are prohibited and only shadowbox fencing is allowed. Other fences must be approved in writing by the

submitted electronically by "Tally and Tally, Attorneys and Counselors at Law, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

Declarant or Architectural Committee, which will be formed after the period of Declarant control.

2. Article VI preamble is amended as follows: As a member of the Sentinels Home Owners Association, Inc. Lot owner shall be liable for annual dues in an amount not less than \$200.00. 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.
3. Except as amended or supplemented herein, the original covenants as amended shall remain in full force and effect.

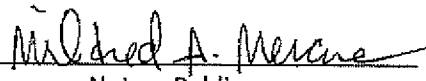
IN WITNESS WHEREOF, the undersigned, being the Declarants have hereunto set his hand and seal, the day and year first above written.

Skyward Developers, LLC
BY:  (SEAL)
John D. Hornaday, Member Manager

NORTH CAROLINA
CUMBERLAND COUNTY

I, Mildred A. Mercure, a Notary Public of said County and State, do hereby certify that John D. Hornaday, MEMBER/MANAGER of SKYWARD DEVELOPERS, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 3-25-2020


Notary Public

My Commission Expires: 8/16/2020

Mildred A. Mercure
Printed Name of Notary Public

SEAL

