

|              |              |
|--------------|--------------|
| FILED        | Mar 22, 2024 |
| AT           | 10:48:52 AM  |
| BOOK         | 11932        |
| START PAGE   | 0207         |
| END PAGE     | 0241         |
| INSTRUMENT # | 08120        |
| RECORDING    | \$106.00     |
| EXCISE TAX   | \$0.00       |

Prepared by and Return To:  
L. Holden Reaves, Esq.  
Reaves Law, PLLC  
PO Box 53187  
Fayetteville, NC 28305

**DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS  
FOR  
KINGSBURY RIDGE**

[A Residential Subdivision]

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR KINGSBURY RIDGE, a Residential Subdivision (the "Declaration") is made as of the date set forth in the below notary acknowledgment, by Kingsbury Ridge, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cumberland County, North Carolina, known as Kingsbury Ridge, a Residential Subdivision ("Kingsbury Ridge"), a plat of which has been duly recorded in Plat Book 151, Pages 27- 28 (the "Plat") of the Cumberland County, North Carolina Registry [Note: the defined term "Kingsbury Ridge" is intended to refer to all property shown on the Plat and any future annexed phases]; and

WHEREAS, Declarant desires that Kingsbury Ridge be uniform in its development and the restrictions applicable thereto; and

NOW THEREFORE, Declarant declares that the real property described above shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, assessments, affirmative obligations, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described above and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

(a) "Association" shall mean and refer to Kingsbury Ridge Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns. The articles of incorporation of the Association are attached hereto as Exhibit A, and the bylaws (the "Bylaws") of the Association are attached hereto as Exhibit B.

(b) "Common Area" shall mean and refer to all of those platted areas labelled as such on the Plat, if any (and/ or any platted areas that are ultimately deeded to the Association), along with any improvements shown thereon or that otherwise are intended to benefit the Kingsbury Ridge subdivision, if any; and along with any private streets, subdivision signage improvements, entrance area improvements (whether gated or otherwise), and mail kiosks located in Kingsbury Ridge. All Common Area shall be subject to the easements and other rights described herein and/or as shown on the Plat. All Common Area, including the improvements located thereon, are to be devoted to and intended for the common use and enjoyment of the Owners and/ or persons occupying dwelling places. The Association shall be responsible for maintaining and repairing the Common Area.

(c) " Common Expenses" shall mean and include:

(1) All sums lawfully assessed by the Association against its Members;

(2) Expenses of administration, use, maintenance, repair, or replacement of the Common Area, including without limitation, all private streets, common signage, lighting, landscaping, entrance area improvements (whether gated or otherwise), and/or mail kiosk areas, located within Kingsbury Ridge;

(3) Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;

(4) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase or as the Association may deem appropriate to purchase;

(5) Any other expenses determined by the board of directors or approved by the Members to be common expenses of the Association;

(6) Any ongoing monthly continuous fee for the installation and/ or maintenance and/ or charges of underground or aboveground utilities and street (and/ or common) lighting charged by the local utility company, as may be applicable, unless and until such fee is billed directly to the Owners by said utility company.

(d) "Lot" shall mean and refer to any of the numbered plots of land shown on the Plat, as such Plat may be further amended or modified (other than any numbered plots of land that are deeded to the Association).

(e) "Member" when used in the context of discussing the Association shall mean and refer to the Declarant and its designated officers, employees or agents, and all those Owners who are Members of the Association as provided in this Declaration.

(f) "Owner" shall mean and refer to the Owner as shown by the records in the Register of Deeds of Cumberland County, North Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, including the Declarant, of fee title to any Lot depicted on the Plat, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(g) "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) twelve (12) months after Declarant (or any builder affiliate of Declarant) no longer owns a Lot in Kingsbury Ridge or any property within a half mile of any Lot which has been annexed into (or which may be annexed into) said subdivision; or (iii) when Declarant relinquishes such control in favor of the Association via a recordable document executed by Declarant and recorded in the local Registry.

(h) "Property" shall mean and refer to Kingsbury Ridge, which shall include all platted land shown on the Plat. The "Property" shall also include any future sections of Kingsbury Ridge as the same may be developed from time to time, if any, except that such future sections of Kingsbury Ridge shall become subject to these covenants only from and after the recording of the plat or plats for said future section(s) and the recording of a supplemental declaration which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants, or portions of same. The supplemental declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of Declarant (including, but not limited to, the style, size, and/ or type of construction), but such modification shall have no effect on the Property shown on the Plat.

## ARTICLE II SPECIAL DECLARANT RIGHTS

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

- (a) To complete any and all improvements shown on the Plat and related engineering/architectural plans;
- (b) To exercise any and all development rights reserved in this 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 easements through the Common Area and/ or Lots for the purpose of making drainage and utility improvements, as reasonably necessary, now or in the future;
- (e) To alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots or to turn other Property into Common Area;
- (f) To annex any additional property, regardless of whether now owned or acquired in the future and whether or not presently contiguous;
- (g) To use the existing roads, utility easements and Common Area in favor of all future annexations;

- (h) To extend streets and utilities through any platted Lot owned by Declarant and/ or any builder affiliate;
- (k) To withdraw any portion of the Property from Kingsbury Ridge, other than (i) Common Area, and (ii) improved Lots which have been sold to third-party buyers, absent said third-party buyers' consent;
- (l) To grant easement rights across Kingsbury Ridge in favor of any government body, any utility provider for electrical, lighting, water, sewer, gas, and stormwater drainage serving the subdivision, and/ or any neighboring development, as may be applicable; also to grant any other easement rights across the subdivision in favor of any government body, any utility provider, or any neighboring development, as may be reasonably requested;
- (m) To grant easements to any cable service provider or other utility provider so as to serve Kingsbury Ridge and/ or any neighboring development;
- (n) To convey easement rights across the Common Area for the benefit of Kingsbury Ridge or for the benefit of any land that is contiguous to Kingsbury Ridge or that is withdrawn from Kingsbury Ridge to allow for its maximum development, including, but not limited to, easements for pedestrian and vehicular ingress and egress (to include construction vehicles), utilities, storm water drainage, signage, and temporary construction purposes; however, it is understood and agreed that the beneficiaries of any such easement rights, once conveyed, if any such contiguous development(s) is/ are not annexed into Kingsbury Ridge, shall be required to contribute their prorated share of any maintenance and repair of any such Common Area that is affected;
- (o) To unilaterally amend this Declaration as set forth in Article XII, Section 2;
- (p) To assign the Declarant's rights to a successor in interest.

ARTICLE III  
UTILITIES AND DRAINAGE EASEMENTS

Section 1. Declarant reserves the right to subject the Property to a contract with public utility providers for the installation of overhead and/or underground electric cable 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. Declarant 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. Declarant hereby reserves easements for installation and maintenance of drainage ditches throughout Kingsbury Ridge. Within such drainage ditch areas, once improved and installed by Declarant, no structure, planting, or other material shall be placed or permitted to remain which may interfere with, or which may change, the direction or flow of drainage, or which may obstruct or retard the flow of water. Lot Owners (including builders) shall be responsible for erosion control and shall promptly repair any damage caused to all drainage ditches in Kingsbury Ridge. In addition, Lot Owners shall be responsible for maintaining all drainage ditches located on their Lot. The Association (and/ or Declarant, as the case may be) shall have the right to maintain and repair all such drainage ditch areas; and the expense thereof shall be a Common Expense; however, any Lot Owner (including any builder) shall promptly reimburse and indemnify the Association (and/ or Declarant, as the case may be) for any damage said party may cause to any drainage

ditch due to any willful act or neglectful omission of said Lot Owner's maintenance obligation.

ARTICLE IV  
USE RESTRICTIONS - LOTS

Section 1. All Lots shall be used for single-family residential purposes only and shall not be used for any business or commercial purposes; provided, however, that Declarant reserves the right to use any Lot and any improvements thereon owned by Declarant (or an approved builder) as a model home with sales office. Group 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 out-buildings in the rear of the dwelling house which may be incidental to normal residential use in subdivisions of similar category. No mobile homes or modular/ manufactured houses may be placed on any of the Lots.

Section 3. No dwelling shall be erected or allowed to remain on any of the Lots which shall contain a heated-area living space of less than two thousand (2,000) square feet, of which at least seven hundred (700) square feet must be on the ground floor (but only if such dwelling is a two-story dwelling). 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.

Section 4. All structures on any of said Lots shall comply with the setbacks as required by Cumberland County and/ or applicable municipal ordinance, as the case may be.

Section 5. No chain link, wire, or concrete block fences shall be permitted on any Lot. No fence shall be erected closer to any street line than the rear corner, closest to the street, of the single-family residential dwelling located on the Lot. No fence shall be constructed in a storm easement area or drainage ditch area. No fence shall exceed six (6) feet in height. For those Lots which are corner Lots, no such fencing may be placed or erected on an improved corner Lot any closer to the street than the back rear corner of the principal dwelling structure closest to the street and, on vacant Lots, closer to any street than the setback line. For all wooden fences, the finished side must face the exterior of the Lot and the bracing must face the interior of the Lot. On interior Lots, or on the interior side of any corner Lot, fences must extend to (and be constructed along) the side boundary line. No double fencing between Lots shall be permitted; and each Lot Owner shall have the right and easement to extend his or her fence to the fence erected on the adjacent Lot, which right and easement is hereby reserved and conveyed for the benefit of all such Lots. The above notwithstanding, the provisions set forth herein shall remain subject to the architectural control provisions set forth in Article VII below; and the Declarant and/ or the ARC, as the case maybe, may allow for a variance of the above requirements on case-by-case basis. If a Lot Owner violates the provisions set forth herein, then the Lot Owner shall be required to remove (or relocate) the impermissible fencing at the Lot Owner's sole cost and expense (or the Association shall have a license to enter upon the Lot and remove the fence, and charge the expense thereof to the Lot Owner).

Section 6. Television satellite or dish antennas having a diameter in excess of twenty-two inches (22") are prohibited. All allowable satellite dishes or antennae are to be placed or installed at the rear of the house or the rear corner of the Lot, so that they are not easily visible from the street. This provision is subject to federal law, as may be applicable.

Section 7. No sign or signs other than a "For Sale" or "For Rent" sign shall be displayed on any Lot.

Section 8. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property for over fourteen (14) 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.

Section 9. No trailer, tent, shack, garage, barn, shed, storage building, or similar type outbuilding shall be placed, erected or allowed to remain on any Lot, unless approved in writing by Declarant or the ARC (as defined in Article VII). Any such structure shall not be used as a residence temporarily, permanently, or otherwise. Any such shed or storage building must be located behind the residence within the required setbacks, and must be no closer than seventy-five feet (75') from the corner of the residence. In addition, any such garage may be detached from the residence (but such must be constructed of materials complimentary to the residence). The above notwithstanding, any Lot that exceeds two (2) acres may have a separate structure that is used as a residence.

Section 10. One or more cluster mailboxes shall be utilized in Kingsbury Ridge in lieu of individual mailboxes.

Section 11. No animals, livestock or poultry of any kind, except common household pets (but common household pets shall not include horses, goats or chickens), shall be raised, bred, or kept on any part of a Lot; however, dogs, cats or common household pets may be kept, provided that they are not kept, bred or maintained for commercial purpose, and provided they are not allowed to run loose in the neighborhood. There shall be a maximum of three (3) dogs and cats (or any combination thereof) allowed per Lot. All Owners shall be responsible for cleaning up their own pet litter in Kingsbury Ridge. The above notwithstanding, hens (not roosters) shall be allowed on Lots that exceed two and one-half (2.5) acres.

Section 12. Each Lot Owner covenants and agrees that he/ she 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 13. Upon the written request of any Lot Owner, the Declarant shall have the authority to grant a reasonable variance from any particular use restriction set forth in this Article IV during the Period of Declarant Control. Once the Period of Declarant Control has terminated, then the Association (through its board of directors) shall have the authority to grant any such reasonable variances, upon written request. The decision to grant any variance shall be based upon the particular hardship of the Lot Owner and the variance's minimal effect on other Lot Owners and the overall aesthetic appearance of the subdivision. Any variance shall be set forth in writing and shall be recorded in the local Registry, indexed in the name of the Kingsbury Ridge subdivision, the Association, and in the name of the affected Lot Owner(s).

Section 14. Each Lot Owner covenants and agrees that he/ she will keep his/ her Lot in good condition and repair, with presentable landscaping and trimmed grass at all times. If any Lot Owner fails to abide by this covenant, then the Association shall be vested with a self-help right to perform such maintenance on behalf of such Lot Owner and shall charge the expense thereof to the Lot Owner, which shall become an additional assessment against any such Lot, enforceable in accordance with this Declaration. The Association shall provide written notice to any Lot Owner who is in violation of this covenant, and the Lot Owner shall have a period fourteen (14) days to cure such violation (as of the Lot Owner's receipt of such written notice), after which the Association shall have the right to elect its self-help remedy and perform the work on the Lot Owner's behalf; and the Association shall have a license to enter upon the Owner's Lot for such limited purpose; however, notwithstanding the above, it is understood and agreed that if the Lot is in foreclosure (as evidenced by any foreclosure filing with the local Clerk of Court's office), then the

requirement that the Association provide such written notice to the Lot Owner along with such cure right shall be automatically waived; and the Association shall be immediately vested with the right to perform the work and assess the Lot (without such advance notice or cure right being necessary).

Section 15. Lots may be leased only for residential purposes. All leases must be in writing and shall have a minimum term of at least six (6) months. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, the Bylaws, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing, and the lease shall provide that the violation of any provision of this Declaration the Bylaws, or rules and regulations of the Association shall be a breach of said lease, subjecting the tenant to termination of the lease and/ or eviction. The Board may enact additional reasonable rules and regulations regarding the leasing of Lots, including, without limitation, a requirement that leases be registered with the Association and that tenant contact information and vehicle information be provided to the Board. No Lot or residence located thereon may be used for transient housing; for hotel purposes; for *Airbnb*, *Vrbo* or other short-term rental; or as a bed and breakfast.

Section 16. An in-ground or above-ground pool shall be permitted on any Lot, subject to ARC approval. Any such pool must be located to the rear of the residence.

Section 17. No dirt bikes or ATVs shall be allowed in Kingsbury Ridge.

Section 18. 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 to enforce same.

Section 19. 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 or portions thereof.

ARTICLE V  
USE RESTRICTIONS - COMMON AREA

Notwithstanding anything to the contrary herein, no Owner may build or erect any structure or improvement upon or within the Common Area. No basketball goals may be erected or placed in the street right of way. No Owner may alter the grade or contours of any berm located within the Common Area. No Owner may plant or modify in any fashion the land, trees, shrubberies, and other landscaping within the Common Area except as may be required to comply with stormwater management regulations set forth below. No extended or overnight parking is allowed at any mail kiosk area; and such parking spaces shall only be used on a temporary basis for the purpose of checking mail and/ or maintaining such area.

ARTICLE VI  
ASSOCIATION'S STORMWATER MANAGEMENT OBLIGATIONS; HOLD HARMLESS;  
RELEASE OF LIABILITY OF DECLARANT

Section 1. The covenants in this Article VI are intended to ensure ongoing compliance with State Stormwater Management Permit Number # NCC222158 (the "Stormwater Management Permit") as issued by the Division of Energy, Mineral and Land Resources (the "Division") under 15A NCAC 02H.1000 and S.L. 2006-246 (the "Stormwater Management Regulations").

Section 2. The State of North Carolina is made a beneficiary of these covenants in this Article VI to the extent necessary to maintain compliance with the Stormwater Management Permit.

Section 3. These covenants are to run with the land and be binding on all persons and parties claiming under them.

Section 4. The covenants set forth in this Article VI pertaining to stormwater may not be altered or rescinded without the express written consent of the Division.

Section 5. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division.

Section 6. The maximum allowable built-upon area (the "BUA") per Lot is eight thousand (8,000) square feet. This allotted amount includes any BUA 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. BUA includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

Section 7. In the case of a Lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different BUA for any Lot, the governing BUA for such Lot shall be the most restrictive of the two.

Section 8. Filling in or piping of any vegetative conveyances (ditches, swales, etc) associated with the Kingsbury Ridge, except for average driveway crossings, is strictly prohibited by any persons.

Section 9. All roof drains shall terminate at least thirty (30) feet from the mean high water mark of surface waters.

Section 10. Upon the expiration or relinquishment of the Period of Declarant Control, it shall be the sole responsibility of the Association to comply with the provisions of the Operation and Maintenance Agreement dated July 14, 2022 (the "Maintenance Agreement"), a copy of which is attached hereto as Exhibit C. For good and valuable consideration, the Association and all Owners, jointly and severally, agree to save, defend, keep harmless, and indemnify Declarant, its successors and assigns, of and from all loss, damage, costs, charge, liability or expense, including court costs, attorneys' fees, and other costs and expenses incident to any suit, investigation, claim, demand or proceeding, which are threatened against or suffered, sustained, incurred or required to be paid by Declarant as a result of the Association's failure to comply with the Maintenance Agreement. In addition, for good and valuable consideration, the Association and all Owners, jointly and severally, release Declarant, its successors and assigns, from any and all liability in any way related to the Maintenance Agreement and/or the Common Properties. The provisions set forth in this Section 10 of this Article VI may not be altered or rescinded without the express written consent of the Declarant.

ARTICLE VII  
ARCHITECTURAL CONTROL

Section 1. Architectural Approval. 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 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 Lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Declarant or the ARC (as hereinafter defined) shall require, including, if so required, plans for the grading and landscaping of the 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 Declarant or by an architectural review committee ("ARC") composed of three or more persons appointed by the Board of Directors of the Association and until a copy of all such plans and specifications, as finally approved by the Declarant have been lodged permanently with the Declarant or the ARC. The Declarant or ARC, as the case may be, shall have the absolute and exclusive right to determine which builders may construct houses on Lots, the style and appearance of the dwellings, including, but not limited to flag staffs, fences, walls, buildings outbuildings, garages, storage sheds, mailboxes, lawn decorations, solar panel placement (subject to State and/ or federal law), of any type or color thereof, grading, landscaping, patio covers and trellises, plans for off-street parking of vehicles and utility layout, and any other improvements to be built or constructed on any Lot. The Declarant or ARC, as the case may be, shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Declarant or ARC 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 Lot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In the event the Declarant or ARC fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of the Declarant or ARC shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

In addition to the above requirements, the residence upon each Lot shall be constructed with hardie-board siding (with vinyl soffit); shall contain some brick or stone on the front exterior; and shall contain a stem-wall slab or crawl space foundation (with monolithic slabs being prohibited), unless the Declarant shall agree otherwise in writing during the Period of Declarant Control.

Section 2. Rules and Regulations. The ARC may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modification.

Section 3. Variances. The Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

## ARTICLE VIII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every Owner shall be a Member of the Association. The Declarant acting through its designated officers, employees and agents shall be a Member of the Association. In the case of multiple ownership of any Lot, each Owner shall be a Member, subject to such limitations and fees established by the Declarant.

Section 2. The Association shall have one type of regular voting membership. Each Member shall be entitled to one (1) vote for each Lot which he/ she owns. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. If a residence is constructed on more than one Lot, the Owner shall have one vote for the residence, but shall have no additional vote for each other Lot comprising a part of the total consolidated home or building site so long as

such Lot remains a part of the consolidated site.

Section 3. The Association shall be initially governed by a Board of Directors consisting of up to three (3) persons, with the number in subsequent years to be determined as provided for in the By-Laws of the Association. The Declarant shall have the right to appoint and remove all three (3) persons on the Board, or any lesser number in its discretion, and to appoint and remove all officers of the Association during the Period of Declarant Control.

Section 4. Each Member shall be entitled to as many votes as equals the number of votes he/ she is ordinarily entitled to multiplied by the number of Directors to be elected, but may not cast all of such votes for any one (1) Director and must distribute them among the number to be voted for, and all votes must be cast in whole numbers and not fractions thereof. It is the intent of this Section to prohibit cumulative voting.

Section 5. Notwithstanding anything to the contrary in this Declaration, the Association shall be controlled by the Declarant until the Declarant relinquishes such control in favor of the Association via a recordable document executed by Declarant and recorded in the local Registry in accordance with Article I(g); the Association shall have the responsibility to maintain the portion of the Common Area that consists of private streets shown on the plat of Kingsbury Ridge as 60' Class A Private Streets, which shall be considered a special asset of the Association; the Association shall not be dissolved unless and until all such Class A Private Streets shown on the recorded plat of Kingsbury Ridge are accepted by the North Carolina Department of Transportation into the public highway system of the State of North Carolina or conveyed to another incorporated non-profit owners association that complies with the Cumberland County Subdivision Ordinance requirements for maintenance of Class A private streets; and this Section 5 of Article VIII of this Declaration may not be amended. Any provisions in the Association's articles of incorporation, or in any deed transferring any property in Kingsbury Ridge to the Association, or in this Declaration which are inconsistent with the language in the preceding sentence shall be superseded and controlled by the language in the preceding sentence.

#### ARTICLE IX PROPERTY RIGHTS IN THE COMMON AREA

Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Member and every tenant and guest of such Member shall have a right of easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title of every Lot. This appurtenant easement cannot be separated from or conveyed separately from fee simple title to the Lot. The privilege granted to guests and tenants of Members to use and enjoy the Common Area is subject to the following:

(a) the right of the Association, in accordance with its Bylaws or otherwise, to borrow money for the purpose of improving and/or maintaining the Common Area and providing services authorized herein and in aid thereof to mortgage said properties; and

(b) the special Declarant rights reserved herein.

#### ARTICLE X COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which are

Common Expenses; (2) special assessments for extraordinary maintenance and capital improvements; and (3) to the appropriate governmental taxing authority, a pro rata share of assessments for public improvement to the Common Area if the Association shall default in payment thereof. The annual and special assessments, together with interest and costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his/ her successors in title unless expressly assumed by them.

The Association shall also have the authority, through the board of directors to establish, fix and levy a special assessment on any Lot to secure the liability of the Owner thereof to the Association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditure of time and money or both, by the Association to repair or remedy.

Each Owner covenants, for himself, his/ her heirs, successors and assigns, to pay each assessment levied by the Association on the Lot described in such conveyance to him/ her within ten (10) days of the due date as established by the board, and further covenants that if said assessment shall not be paid within thirty (30) days of the due date, the payment of such assessment shall be in default and the amount thereof become a lien upon said Owner's Lot as provided herein and shall continue to be such lien until fully paid.

Section 2. The assessments levied by the Association shall be used exclusively for the paying of Common Expenses and for the use and enjoyment of the Common Area, together with reasonable and prudent reserves, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area, the providing for limited access to the property, the procurement and maintenance of insurance as deemed appropriate by the board or as required by statute, the employment of counsel, accountants and other professionals for the Association when necessary, and such other needs as may arise. The Association shall be responsible for maintaining and repairing the Common Area.

Section 3. The initial annual assessment for Common Expenses shall be determined in the fiduciary discretion of the Association based on the calendar year budget, such annual assessment for each Lot to commence upon the sale of each Lot upon which a newly constructed residence has been built. Any builder shall be exempt from the annual assessment until the second (2nd) anniversary of the builder's purchase of any Lot (after which date such builder shall be responsible for payment of the annual assessment on a pro rata basis, until such time as the builder has sold the Lot to a homebuyer). In addition, any buyer of a Lot upon which a newly-constructed residence has already been built (or the buyer of a Lot upon which the buyer intends to build its own house) shall be assessed a one time or initial start-up fee to be determined in the discretion of the Association, which shall be collected upon the purchase of each undeveloped Lot. The Association, acting by and through its board of directors, shall have the fiduciary discretion to adjust the initial start-up fee and/or annual assessment for Common Expenses on any annual (or more frequent) basis, as reasonably necessary; and shall have the authority to determine when such assessments shall be due and payable. The Declarant shall have no liability to the Owners or the Association if assessments are not collected during the Period of Declarant Control. Notwithstanding anything to the contrary herein, it is understood and agreed that the Declarant and/ or any building companies having common ownership with Declarant, shall be fully exempt from any and all assessment and/ or start-up fee requirements as set forth herein.

Section 4. Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall bear interest from the due date at the rate of eighteen (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same plus interest, costs, late

payment charges and reasonable attorneys' fees, or foreclose the lien against the Lot. 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/ her Lot. The lien herein granted unto the Association shall be enforceable (and may be foreclosed) in accordance with Chapter 47F (or any other pertinent chapter) of the North Carolina General Statutes.

ARTICLE XI  
INSURANCE REQUIREMENTS; COMMON AREA

The Association shall keep liability (and casualty insurance, as appropriate) on the Common Area in the Kingsbury Ridge subdivision, in accordance with the minimum requirements of NCGS 47F-3-113 of the Planned Community Act, or other pertinent provision, as such may be amended. The Board of Directors of the Association shall have the right to purchase more insurance than the minimum so required, including additional coverage types or endorsements, in its fiduciary discretion.

ARTICLE XII  
GENERAL PROVISIONS

Section 1. So long as Declarant, or any Owner, or the Association is the owner of a Lot or the Common Area shown on the Plat, Declarant, or any Owner, and/ or the Association (acting through its board) 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 this Declaration. Failure by the Declarant or by any Owner or by the Association (acting through its board) 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. This Declaration 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 this Declaration, their respective legal representatives, heirs, successors and assigns. This Declaration may be amended by a written recorded instrument signed by Owners of Lots to which at least sixty-six percent (66%) of the votes in the Association have been allocated; however, during the Period of Declarant Control, the Owners may not amend the Declaration without the written consent of Declarant, as evidenced by the Declarant joining as a signatory to any such amendment. In addition, Declarant shall have the right to unilaterally amend this Declaration (taking into account the general plan of development and not materially deviating therefrom), by a written recorded instrument during the Period of Declarant Control.

Section 3. In the event of any conflict between the provisions of this Declaration and any applicable provisions of the Cumberland County Ordinance, the provisions of the Cumberland County Ordinance shall control (to the extent such County provisions are more restrictive than those set forth in this Declaration).

Section 4. Any city and/or county ad valorem taxes on the Common Area, if any, as well as city and/or county assessments for public and private capital improvements on the Common Area, if any, shall be the responsibility of and paid by the Association from the common expense assessment as described elsewhere herein.

Upon default by the Association in the payment of any ad valorem taxes levied against Common Area or assessments for public or private capital improvements, which continues for a period of six (6) months, then each Lot Owner shall become personally obligated to pay the tax or assessment to the assessing governmental authority, with each Owner's portion of such taxes or assessments to be determined by on a pro rata basis, based on the total number of Lots, as may be equitably appropriate. If

not paid by the Owner within thirty (30) days, said sum shall become a continuing lien upon any such Owner's Lot, and the taxing or assessing governmental authority may either bring an action at law against the Owner personally obligated to pay the same, or elect to foreclose the lien.

Section 5. No party wall or common wall (whereby adjacent Lot Owners would commonly own (and share) a wall along a common Lot boundary line) shall be allowed within the Kingsbury Ridge subdivision.

Section 6. Subject to the terms contained in this Declaration which may lawfully deviate from the standard provisions contained in the North Carolina Planned Community Act (NCGS 47F et seq) (the "Act"), the Declarant hereby intends that the Kingsbury Ridge subdivision be expressly subject to the terms of the Act, as such may be amended.

**[The Remainder of This Page Intentionally Left Blank;  
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officer as of the date set forth in the below notary acknowledgment.

**DECLARANT:**

**KINGSBURY RIDGE, LLC**

By: [Signature]  
Manager

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff III in his capacity as Manager of Kingsbury Ridge, LLC, a North Carolina limited liability company.

Date: March 12, 2024

Official Signature of Notary: [Signature]

Notary's Printed Name: Jill Riley

My commission expires: 8-3-2025 [Affix Notary Seal or Stamp]

