FOR REGISTRATION REGISTER OF DEEDS
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Prepared By and Return To:
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120 Applecross Road
Pinehurst, NC 28374

STATE OF NORTH CAROLINA

COUNTY OF MOORE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VILLAGES AT THE CAROLINA

Mary

This Declaration of Covenants, Conditions and Restrictions for the Villages at the Carolina development (this "Declaration") is made as of the date set forth in the below notary acknowledgement by **Caropine Ventures, LLC,** a North Carolina limited liability company (the "Declarant");

W I T N E S S E T H:

WHEREAS, the Declarant is the owner and developer of those certain nine (9) lots (the "Lots") and other acreage that comprise the residential subdivision known as "the Villages at the Carolina" (the "Subdivision"), a plat entitled "Final Survey of Caropines Phase 1A, McNeill Township, Moore County, Southern Pines, North Carolina" dated October, 2015 of which is recorded in Plat Cabinet 16, Slide 830, Moore County Registry (the "Plat"); and

WHEREAS, the Declarant wishes to provide for the orderly and uniform development and governance of the Subdivision, so as to enhance the aesthetic and current and future market value thereof.

NOW THEREFORE, the Declarant hereby declares that all of the Lots, and any other acreage shown on the plat, within the Subdivision shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. All of said easements, covenants, conditions and restrictions shall run with the land and shall be binding upon the Declarant and upon any party acquiring any right, title or interest in and to any portion of the Subdivision, and shall inure to the benefit of the Declarant (and to Declarant's successors or assignees) and to any other party acquiring any right, title or interest in and to any portion of the Subdivision.

ARTICLE I

DEFINITIONS

(a) "Association" shall mean and refer to Villages at the Carolina Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns;

(b) "Board" or "Board of Directors" shall mean those persons elected or appointed and acting collectively as the board of directors of the Association;

(c) "Bylaws" shall mean and refer to the Bylaws of Villages at the Carolina Owners Association, Inc;

(d) "Common Property" shall mean and refer to all streets within the Subdivision (until such time as they may be dedicated as public roadways and accepted by a governmental agency for maintenance purposes); any sidewalks; any landscaped areas that are not part of any Lot; any real estate that is designated on the Plat as "Open Space"; or any other acreage in which the Association becomes the record owner. The term Common Property shall also include any personal property acquired by the Association for the benefit of the Subdivision, if any. All Common Property shall be utilized for the common use and enjoyment of the Owners, their families, tenants, and guests, subject to any rules and regulations adopted by the Association;

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

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

(2) Expenses of administration, maintenance, repair, or replacement of the Common Property; provided, however, in the event an Owner damages Common Property such as a Greenway Trail while constructing a home on a Lot, that Owner shall pay the Association for the cost to repair such damage and if not timely paid, such cost shall become a special assessment against the Owner's Lot as provided in Article VIII Section 1 hereof.

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

(4) Hazard insurance, liability insurance, 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 in its fiduciary discretion;

(5) Ad valorem taxes and any public assessment charge which may be lawfully levied against any Common Property;

(6) Any expense for the maintenance and repair of any private drainage or other utility easements and/ or facilities which are within the boundaries of the Subdivison and which may be located upon or within the Common Property of the Subdivision and which may benefit the Subdivision and/ or any lands adjacent thereto;

(7) The expense of maintenance and repair of all private streets, easements, landscaping, signage, and amenities within the Subdivision; or the expense of taxes or any other expense item associated with any Common Property;

(8) Any expense related to security devices or personnel for the Subdivision;

(9) Any other expenses determined by the Board, or voted upon and approved by the Owners, to be common expenses of the Association;

(f) "Declarant" shall mean Caropine Ventures, LLC, a North Carolina limited liability company, and its successors and/ or assigns and/ or intended transferees. The Declarant reserves the right to transfer or convey all of its rights as Declarant pursuant to this Declaration by recording a written notice thereof in the Moore County Registry, said notice to be signed by the Declarant and by the transferee and to be in compliance with North Carolina General Statute 47F-3-104, as amended. It is expressly provided that any reference in this Declaration to the Declarant shall also automatically refer to the Declarant's successors and/ or assigns and/ or intended transferees, and any such successors and/or assigns and/ or transferees shall benefit from any and all Declarant rights reserved or otherwise set forth in this Declaration;

(g) "Declaration" shall mean this instrument as it may be from time to time amended, supplemented, modified or incorporated by reference;

(h) "Lot" shall mean and refer to any Lot as shown on the Plat, as such Plat may from time to time be amended or modified;

(i) "Member" shall refer to membership in the Association, and shall include the Declarant (and its designated officers, employees or agents) and all Lot Owners;

(j) "Offensive or Noxious" activity or behavior shall include but not be limited to a any behavior or activity which a reasonable person would consider to constitute a public or private nuisance, and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the Subdivision area by substantial number of the residents and overnight guests and their reasonable expectations of residential habitation within the

Subdivision. Examples of Offensive or Noxious activity or behavior shall include excessively noisy behavior, grossly disrespecting the rights of others, excessively flashy or bright lights, vehicles (that are disassembled, excessively large, or excessive in number), significantly loud radio or other noise emitters, and other unreasonable behavior curtailing the reasonable pleasure of other residents in the Subdivision;

(k) "Open Space" shall mean and refer to Common Property that is identified as "Open Space" on the Plat and that is being dedicated for the use of the Association in accordance with Section 25-33 of the City of Fayetteville Subdivision Ordinance;

(l) "Owner" shall mean and refer to the Owner of any Lot as reflected by the title records of the Moore County Registry (whether it be one or more persons, firms, associations, corporations, or other legal entities, including the Declarant). The term Owner 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; the term Owner shall also not mean or refer to any tenant of an Owner;

(m) "Period of Declarant Control" means the period commencing on the date hereof and continuing until such time as Declarant (i) no longer owns a Lot in the Subdivision; or (ii) voluntarily terminates such control by recording a memorandum evidencing same in the local Registry. The sooner to occur of (i) or (ii) above shall be conclusive in terminating the Period of Declarant Control.

(n) "Subdivision" shall mean and refer to the Villages at the Carolina subdivision, which is comprised of all Lots, and all other acreage, as shown on the Plat. The Subdivision may also include any future sections of the Subdivision (in addition to the initial Lots as shown on the Plat) as the same may be developed from time to time by the Declarant.

ARTICLE II

PROPERTY AND ADDITIONS THERETO

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to this Declaration includes all of those delineated Lots and other acreage as shown on the Plat.

Section 2. Other Additions. The Declarant reserves the right to unilaterally annex additional land as future sections of the Subdivision (in addition to the initial Lots as shown on the Plat), as the same may be developed from time to time by the Declarant, except that any such future sections of the Subdivision shall become subject to this Declaration only from and after the recording of a plat for any such future section and the recording of an amendment to this Declaration, which expressly makes any such new section subject to the terms of this Declaration. Any such amendment may contain such complementary additions and/or modifications of the covenants and restrictions contained herein as may be necessary or

convenient, in the sole judgment of Declarant, to reflect the different character, if any, of any such new section, with any such additions and/ or modifications to apply only to said new section.

Section 3. Special Declarant Rights. Declarant reserves the following special declarant rights with respect to the Subdivision, and any future sections that may be added thereto, during the Period of Declarant Control:

(a) To complete any and all improvements as may indicated on the Plat;

(b) To exercise any development right as may be reserved elsewhere in this Declaration;

(c) To construct and maintain any sales office, marketing and sales signage, management office or model on any of the Common Property or on any of the Lots;

(d) To convey, use, and benefit from easements through the Common Property, as necessary, for the purpose of developing the Subdivision or additional acreage that is annexed into the Subdivision; also, the right to convey future easements with respect to Avenue of the Carolinas for the benefit of adjacent property owners as further described in Article X of this Declaration;

(e) To unilaterally alter the size of any Lot, to combine or merge two or more Lots, to subdivide Lots, or to alter the size or boundary lines of any portion of the Common Property;

(f) To use any Lot owned by Declarant as a roadway or entrance area to any adjacent property that is intended to be developed and/or annexed into the Subdivision by Declarant;

(g) To unilaterally make technical and/ or substantive amendments to this Declaration such that it fully conforms with the legal requirements of Chapter 47F of the North Carolina General Statutes (the "North Carolina Planned Community Act"), as such may be amended, or so as to comply with any rules or regulations of the Veteran's Administration (VA) or the Federal Housing Authority (FHA), as amended, for the purpose of ensuring the viability of VA guaranteed or FHA insured mortgages within the Subdivision.

Section 4. Mergers. Upon merger or consolidation of the Association with another association, its property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association; or in the alternative, the property, rights and obligation of the other association may, by operation of law, be added to the properties of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Subdivision, together with the covenants and restrictions established upon any other property, as one scheme of development. No such merger or consolidation shall effect any revocation, change or addition to the terms of this Declaration with respect to the Subdivision, including, without limitation, any maximum limits on assessments and dues of the Association, if any, or any other matter substantially affecting the interests of Members of the Association.

Section 5. Blanket Easement for Utilities. There is hereby created a blanket easement upon, across, over and under all of the Subdivision for installing, replacing, repairing, operating and maintaining any and all necessary utilities, including but not limited to storm and sanitary sewer, gas, telephone, and electricity, to service the Subdivision. By virtue of this blanket easement, it shall be expressly permissible for the utility providers and/or the Declarant to erect and maintain any necessary poles and other necessary equipment in the Subdivision, whether above-ground or underground. An easement is further granted to all police, fire protection, ambulance, postal delivery, and all other similar persons, companies or agencies to enter upon the streets, driveways and other parts of the Common Property in the performance of their duties. Notwithstanding anything to the contrary herein, it is expressly declared that no sewer, stormwater, electrical, or other utilities may be installed or relocated within the Subdivision (including on any Lot contained within the Subdivision) unless specifically authorized in writing by Declarant or by the Association (in the event that the Period of Declarant Control has expired). Should any utility provided (covered by the blanket easement herein provided) request a specific easement by separate recordable document, then either the Declarant or the Association, as the case may be, shall have the right to unilaterally grant such easement rights and execute any such document.

ARTICLE III

CONSTRUCTION REQUIREMENTS

Section 1. Residential Purpose No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than a detached single family dwelling not to exceed two (2) stories in height (unless the Architectural Review Board (as defined in Section 13(c)(1) below) approves in writing a variance permitting a structure of more than two (2) stories in height) and a garage and small accessory building (which may include a pool house, additional non-rentable living quarters, or guest facilities), provided such primary dwelling or accessory building does not overcrowd the Lot, as determined in the discretion of the Architectural Review Board or Board of Directors. Any accessory building may not be constructed prior to the construction of the primary dwelling.

Section 2. Multi-Family Use Prohibited No multi-family residence or apartment units shall be erected or allowed on any Lot; and no dwelling once approved and constructed shall be altered or converted into any type of multi-family residence or apartment units.

Section 3. Lot Boundaries. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant or the Association (if the Period of Declarant Control has expired), said consent to be provided or withheld in the sole discretion of Declarant or the Association, as the case may be. The Declarant reserves the right to unilaterally re-plat or modify the boundaries of any Lot(s) that Declarant continues to own for any reason.

Two (2) or more contiguous Lots may be combined into one (1) larger Lot with the written consent of the Declarant, said consent to be provided or withheld in the sole discretion of

Declarant. Upon the combination of any two (2) Lots with Declarant approval, the exterior boundary lines of the resulting larger Lot shall be controlling with respect to the interpretation of the terms of this Declaration. The Declarant shall have the right to place conditions upon its approval of any such combination of Lots, including conditions related to payment of assessments and voting rights within the Association.

Section 4. Completion of Construction. The exterior of all dwellings and other structures must be completed within six (6) months after commencement of construction, unless a longer time is allowed by the Architectural Review Board, except where such completion is impossible or would result in great hardship to the Owner or contractor due to strikes, fires, national emergency or natural disaster. Dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During construction on any Lot, the Owner shall require the contractor to maintain the Lot or building site in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. The Owner shall be responsible for repairing at her/ her expense any damage to the streets and roadways, Common Property, or property owned by others within the Subdivision caused by the Owner's contractor (or caused by other parties providing labor or services on behalf of the Owner). All landscaping must be completed in strict accordance with the landscape plans approved by the Architectural Review Board.

Section 5. Construction Limitation. During construction, all vehicles involved, including those delivering supplies, must enter the affected Lot on a driveway only as approved by the Architectural Review Board so as not to unnecessarily damage trees, street paving and curbs. During construction, builders must keep the homes, garages, and building sites clean and free of debris. All building debris, stumps, and like items must be removed from the affected Lot by the contractor as often as necessary to keep the house and Lot attractive during the construction phase. Any such debris shall not be dumped in any other area of the Subdivision.

Section 6. Minimum Heated Living Space. No single-story residence shall be constructed on any Lot which shall have heated-area living space constituting ground coverage on one or more levels of less than 2,000 square feet; and no multi-story residence shall be constructed on any Lot which shall have a heated living space of less than 2,000 square feet, of which a minimum of 1,000 square feet shall be on the ground floor, or shall constitute ground coverage of one or more levels. 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 computation of heated area living space, furnace room areas, garages, and open porches shall not be counted.

Section 7. Set-Back Requirements. The building line of any single-story dwelling house or the buildings appurtenant thereto constructed on any Lot, other than corner Lots, shall not be less than twenty (20) feet from the street line on which the dwelling house fronts; not less than ten (10) feet from either side line; and not less than twenty (20) feet from the rear property line. With respect to two-story dwelling houses, the front and rear set back line shall be the same. The side set back lines for a two-story house with no single story wing shall be ten (10) feet. The

side set back line for a two story house with a single story wing shall be ten (10) on the two-story side and ten (10) on the single story side. With respect to corner Lots, the building line of any dwelling house or the buildings appurtenant thereto shall be not less than twenty (20) feet from the street on which the dwelling house fronts and not less than twenty (20) feet from the side street, and not less than ten (10) feet from the interior side line, and not less than twenty (20) feet from the rear property line, except that residential structures on corner Lots which observe the front yard requirements on each of the two intersecting streets may reduce the required rear yard to fifteen (15) feet.

The provisions of this Section 7 may be changed and modified with respect to any one or more Lots so as to make the provisions less restrictive, provided said diminished restrictions comply with the Town of Southern Pines ("TSP") Unified Development Ordinance ("UDO") by (a) the change being approved by a written recorded instrument signed by all of the Owners of all contiguous Lots to the Lot on which the change is sought and by the majority of the Owners of the Lots within one hundred (100) feet of any boundary of the Lot on which the change is sought; and (c) while Declarant continues to own any Lot in the property, by the change being approved by the written consent of Declarant. Notwithstanding the above, the Declarant reserves the right to unilaterally change or modify the provisions of Section 7 with respect to any one or more Lots by a written recorded instrument signed only be Declarant (without the need for approval of any Owners of any other Lots).

Section 8. Garages. The side-line and rear-line restrictions above shall not apply to detached garages located within the rear one-fourth (1/4) of any Lot. The building line of any such detached garages shall not be less than ten (10) feet from a side line and not less than ten (10) feet from the rear line. On corner Lots, any such detached garages must be located upon the rear interior one-quarter (1/4) of the corner Lot or be subject to the side-line restriction as set forth in Section 7 above.

Section 9. Exteriors. No structure may be constructed with an exterior wall finish material of concrete, cinder block or asbestos siding shingles.

Section 10. Parking. Each Owner of a Lot shall provide space along streets within the Subdivision for parking in accordance with any reasonable standards established by the Architectural Review Board.

Section 11. Fences. No solid panel fence or wall shall be erected or maintained nearer to any street than the principal dwelling structure on improved Lots or nearer to any street than the setback line on any vacant Lot, but ornamental fences not to exceed three (3) feet in height may be erected within such area; provided, however, all fencing shall comply with TSP UDO. Any fence must be approved by the Architectural Review Board prior to its construction, and the Architectural Review Board shall have the authority to grant a variance from the fencing requirements set forth herein on a case-by-case basis.

Section 12. Mailboxes; Swing Sets/ Playground Equipment. The placement design, type and color of any mailbox and its support must be approved by the Architectural Review Board.

Typical approved designs will be supplied upon request. Also, any swing sets and/or playground equipment must be located to the rear of the principal dwelling structure located on any Lot and must be adequately screened from view from the road; the placement and screening of any such swing sets and/or playground equipment must be approved by the Architectural Review Board.

Section 13. Architectural and Design Review.

(a) Purpose. The purpose of architectural and design review shall be to preserve the natural beauty of the Subdivision and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property.

(b) Objectives. Architectural and design review by the Architectural Review Board shall be directed towards attaining the following objectives for the Subdivision:

(1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause aesthetic disruption of the natural environment or scar natural land forms;

(2) ensuring that the location and configuration of all new structures are visually harmonious with the terrain and vegetation of the Lots, with all other structures, and with surrounding Lots, and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(3) ensuring that the architectural design of all structures, and their materials and colors, are visually harmonious with the overall appearance of the Subdivision, its history and heritage (including the original vision of Declarant with respect to the development of the Subdivision); with surrounding development; with natural land forms and native vegetation; and with development plans officially approved by the Declarant (or any governmental or public authority, if applicable) for the areas in which the structures are proposed to be located;

(4) ensuring the plans for landscaping provide visually pleasing settings for any and all structures to be located on any Lot, and blend harmoniously with the natural landscape; and

(5) ensuring that any development, structure, building or landscaping complies with the terms of this Declaration.

(c) Architectural Review Board.

(1) The Declarant shall establish an architectural review board (the "Architectural Review Board") which shall consist of three (3) members. The three (3) members shall be appointed by the Declarant until such time as the Declarant, in its sole discretion, transfers control of the Architectural Review Board functions to the Association. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Declarant.

Any member appointed by the Declarant may be removed with or without cause by the Declarant at any time, in Declarant's sole discretion, by written notice to such appointee. A successor appointed to fill any such vacancy shall serve the remainder of the term of the departing member. When control of the Architectural Review Board functions is transferred to the Association, members of the Architectural Review Board shall be elected by the Board of Directors of the Association, and any member so elected may resign or be removed by the Board in the same manner as provided in the Bylaws of the Association for the resignation and removal of officers of the Board.

(2) The Architectural Review Board shall select its own chairman and he/ she (or in his/her absence, the vice chairman) shall be the presiding officer of its meetings. All meetings shall be held upon call of the chairman; all meetings shall be held at the offices of the Declarant (if the Period of Declarant Control has not yet expired or if the Declarant has not transferred its control over the Architectural Review Board to the Association) in Southern Pines, North Carolina or at such other places in the Town of Southern Pines as may be designated by the chairman. The affirmative vote of a majority of the members of the Architectural Review Board present at the meeting at which there is a quorum shall constitute the action of the Architectural Review Board on any matter before it. The Architectural Review Board shall operate in accordance with its own rules of procedure and guidelines. If such rules of procedure and guidelines are in writing, then they shall be filed with the Association and maintained in the records of the Association.

(3) The Architectural Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, attorneys, and/or any other professional consultants as it determines necessary, to advise and assist the Architectural Review Board in performing the functions here in prescribed.

(4) The Architectural Review Board may adopt, promulgate, amend, revoke and enforce guidelines (the "Development Guidelines") for the purposes of:

(i) governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions hereof;

(ii) governing the procedure for the submission of such plans and specifications; and

(iii) establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any structure on any Lot;

The Review Board shall make a published copy of any current Development Guidelines readily available to Owners and prospective Owners upon request.

(d) Transfer of Architectural Review Authority. Upon the sale of all of the Lots within the Subdivision, the Declarant shall transfer the above-described review authority to a permanent

Architectural Review Board which shall be under the control of the Association. Such transfer shall be evidenced by an amendment to this Declaration to be executed by the Declarant and to be filed in the local Register of Deeds. The Declarant is not obligated to transfer said review authority at any particular time; provided, however, that such transfer must be made no later than thirty (30) days after sale of the last Declarant-owned Lot in the Subdivision. At any time prior to the transfer of said review authority, the Declarant may allow (in its sole discretion) the Association's Board of Directors to elect one or more members to the Architectural Review Board.

(e) Review of Approval of Plans for Additions. Alterations or Changes to Structures and Landscaping No building, structure, wall, fence, sign, mailbox, tank or container, swimming pool, tennis court, volleyball court, or swing set, shall be erected or constructed; and no existing building or structure shall be modified or expanded (to include any changes to the roof and roof shingles, and to include any changes to the exterior, and to include changes to any color scheme, any exterior materials, or any exterior finishes); and no landscape work that will affect the look or appearance of the property shall be commenced, on any Lot or upon the Common Property, until the proposed building plans, specifications (including height, shape, type, nature, color, composition of exterior materials, and finish), plot plan (showing the location of such building or structure, and/or any other items listed hereinabove, drives and parking areas), landscape plan, and construction schedule have been submitted to and approved by the Architectural Review Board.

Any alteration, change or deviation from the original plans and specifications (as may have been previously approved by the Architectural Review Board) must be re-submitted to the Architectural Review Board, and such Architectural Review Board shall have the same rights to approve or disapprove any such alteration, change or deviation pursuant to its rights as contained herein.

(f) Submission of Plans; Two (2) copies of all plans, specifications and/or any related information shall be submitted to the Architectural Review Board for approval. One copy shall be retained with the files of the Architectural Review Board. The other copy shall be returned to the Owner and marked either "approved" or "disapproved." The Architectural Review Board may establish a reasonable fee from time to time sufficient to cover its expense of reviewing plans and related information at the time such items are submitted for review and to compensate any professional consultants related by the Architectural Review Board. Approvals shall be time-sensitive in nature and shall not be effective for any construction commenced more than twelve (12) months after the date of such approval, unless a different expiration time is specifically stated in the approval. Disapproved plans and related information shall be accompanied by a statement of items found unacceptable. In the event approval of such plans and relation information is neither granted nor denied within forty-five (45) days following submission to (with written acknowledgment of receipt by) the Architectural Review Board of all of the required documents (with written request for that such items are being formally submitted for approval), then such plans shall be deemed approved. The Architectural Review Board shall have the right to disapprove any plans, locations or specifications based upon any ground which is consistent with the objectives of this Declaration, including purely aesthetic

considerations, so long as such ground is not arbitrary and capricious.

(g) Approval Not a Guarantee or Representation of Proper Design or Good Workmanship No approval of plans, standards or specifications by the Architectural Review Board may be construed as a representation or guarantee by the Architectural Review Board that any such plans, standards or specifications, will, if followed, result in a properly designed dwelling unit or other structure. Further, any such approvals may not be construed as a representation or guarantee by the Architectural Review Board that any dwelling unit will be built in a good and workmanlike manner. Neither the Declarant nor the Architectural Review Board shall be responsible or liable for any defect in any plans or specifications submitted, revised or approved under this Declaration, nor for any defect in construction pursuant to any such plans and specifications. Each and every Owner shall be fully responsible for the quality and workmanship of any dwelling or other structure that is constructed upon any Lot; and each and every Owner does hereby, by acceptance of any Lot purchased within the Subdivision, agree to hold the Declarant and the Architectural Review Board harmless for any defect or other problem caused by the Owner's architect, builder or other third party related to any such plans, standards or specifications, either required by or approved by, the Architectural Review Board. The Declarant reserves the right to prohibit any builder from working in the Subdivision in the event it is determined that such builder has failed to comply with any approved plans, either intentionally or negligently. Each and every Owner hereby agrees that any exercise of such right by the Declarant with respect to any builder shall not constitute a denial of an Owner's property rights and shall not give rise to a cause of action for damages by any such Owner.

Section 14. Repairs. Any dwelling unit or other improvement on any Lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the Lot restored to an orderly and attractive condition. If any Owner fails to commence to repair or demolish and remove same within thirty (30) days after notice from the Architectural Review Board, the Association, or the Declarant, and fails to diligently continue with any such repair or demolition to completion, then the Association may do so at the Owner's expense, and such expense shall be treated as an assessment against the Lot in question and subject lien rights in favor of the Association, with the same rights and remedies in favor of the Association as set forth below.

Section 15. Remedies. If any finished dwelling unit, structure, landscaping, or any other item subject to approval rights of the Architectural Review Board, does not comply with the submitted and approved plans and specifications, then the Architectural Review Board and/or the Association retains (i) the right to make any necessary changes at owner's expense to comply with such approved plans and specifications; (ii) the right to treat such charge or cost as an assessment; (iii) the right to file a claim of lien for any costs incurred against the Lot in question; and (iii) the further right to resort to all remedies provided under the laws of North Carolina for the recovery of such costs and the expenses of collection including without limitation, reasonable attorneys' fees.

ARTICLE IV

USE RESTRICTIONS

Section 1. Residential Use. All Lots shall be used for single-family residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any Lot unless such structure or structures is used directly (or indirectly) for single-family residential purposes with respect to such Lot.

"Single-family residential purposes" shall mean and refer to use as a place of long-term, permanent residence with respect to a dwelling unit located upon any Lot (and shall also mean shorter-term non-permanent residence if any such dwelling unit is leased to a tenant; however, any dwelling unit may not be used or leased for transient or daily/ weekly rental purposes). The residential use restriction is subject to the following qualifications:

(a) Unless further restricted in the deed, the use of a portion of a dwelling unit located upon any Lot as an office shall be considered as a permissible residential use (i) if such use does not create a significant increase in automobile or pedestrian traffic to and from the dwelling unit; (ii) if no sign, symbol, logo or nameplate identifying such a business or professional office is affixed to or about the Lot or the entrance to the dwelling unit; (iii) if the office use complies with residential zoning laws for the Subdivision; (iv) if the office is only incidentally used for business or professional purposes; (iv) if the Declarant or the Association, after responding to any complaint by a neighboring Owner, has not expressly requested that the subject dwelling unit no longer be used in whole or in part as an office, said request to be in the sole discretion of the Declaration or the Association in light of any such complaint or other grounds;

(b) The use of any dwelling unit located on any Lot as a model, or for sales or operational purposes, shall be limited to those Owners or builders granted written temporary permission for such use by the Declarant and/or the Association in its sole discretion, and may be deemed a permitted use for residential purposes for a maximum period of twenty-four (24) months after any such dwelling unit is newly constructed and is ready for occupancy; and use of said dwelling unit as a model or for sales or operational purposes after said twenty-four (24) month period shall be prohibited; and

(c) The use of any dwelling unit located upon any Lot shall be limited to occupancy by people directly related by adoption, marriage, or blood in the first and second degree, or four (4) or less people who are not so related.

Section 2. Other Buildings and Vehicles. No mobile home, trailer, manufactured home, double-wide or modular home, tent, barn, shed, or other similar out-building, or structure shall be placed on any Lot at any time, either temporarily or permanently, without prior approval from the Architectural Review Board; and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No boat, boat trailer, camper, commercial truck, privately owned golf

cart, utility trailers may be kept or maintained on any Lot without prior written approval of the Architectural Review Board. The term "commercial truck" as used herein is intended to refer to a commercial truck vehicle intended primarily for transporting business goods and equipment, and which is primarily used in a trade or business (and not merely as a means of transportation), or any truck which displays commercial signage or similar business logo on its exterior. The term "commercial truck" is not intended to prohibit any dual-purpose truck vehicle, such as sport-utility vehicle, sports truck, and truck of one-half (1/2) ton or less, or similar attractive vehicle driven and maintained primarily as a means of transportation that does not have exposed commercial signage or similar business logo (other than discreet signage or logo as may be approved by the Architectural Review Board) and does not have exposed business goods or equipment.

Section 3. Unsightly Conditions. Each Owner shall be responsible for (i) preventing the accumulation of litter, trash, and rubbish on his/ her Lot; (ii) preventing any unclean or unsightly condition on his/ her Lot (either before, during or after construction of any dwelling unit or other structure), to include the obligation to adequately maintain any structure located on his/ her Lot; (iii) preventing any type of motor vehicle repair or maintenance other than periodic exterior washing and interior cleaning from occurring on his/her Lot (iv) preventing any condition which may tend to substantially decrease the beauty of the Subdivision as a whole or the specific area with the Subdivision in which his/ her Lot is located. Each Owner shall be responsible for keeping the grass, weeds, plants and other vegetation on his/her Lot well-trimmed and maintained at all times, free of unsightly leaves and other debris.

Section 4. Offensive or Noxious Activity. No Offensive or Noxious activity shall be tolerated upon any Lot, or upon the Common Property, within the Subdivision; nor shall anything be done thereon tending to cause embarrassment, discomfort, endangerment, annoyance, or nuisance to the community.

Section 5. Hazardous Activity. No portion of the Subdivision shall be used by any Owner or other party in such manner which would increase the hazard of fire on any other part of the Subdivision or any adjoining property. No activity shall be conducted within the Subdivision which may cause pollution or the threat of pollution, including but not limited to the storing of toxic chemicals, fuels or other similar substances. Any underground storage of any substance (including any fuel used for any dwelling unit within the Subdivision) is subject to the prior approval from the Architectural Review Board.

Section 6. Junk Vehicles. No automobile or motor vehicle may be dismantled within the Subdivision. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on any Lot or street in the Subdivision for a period to exceed ten (10) calendar days. No junked cars shall be placed or allowed to remain on any Lot or elsewhere within the Subdivision.

Section 7. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building or within a screened area, or buried underground; provided, however, that approval for such underground

storage tank must be obtained in advance from the Architectural Review Board. Nothing contained herein shall prevent the Declarant and/ or the Association from erecting, placing or permitting any tank, or other apparatus, within the Subdivision for utility or other service purposes.

Section 8. Antennas. No television antenna, satellite dish, radio receiver or sender or other similar device larger than eighteen (18) inches in diameter shall be installed upon any Lot or attached to the exterior portion of any dwelling unit or other structure located on any Lot; however, any such device, as well as the placement of such device, shall be subject to prior approval of the Architectural Review Board and shall be placed such that the device is not visible from any street within the Subdivision at any time of year. The Architectural Review Board shall have the authority to deviate from the above-referenced eighteen (18) inch size requirement (so as to tighten or so as to loosen said restriction), with any such deviation to be in the sole discretion of the Architectural Review Board. In addition, no radio or television signals, or any other form of electromagnetic radiation, shall be permitted to originate from any dwelling unit or Lot which may unreasonably interfere with the reception of television or radio signals upon any other property within the Subdivision. Notwithstanding anything to the contrary herein, it is expressly provided that the provisions of this section shall not prohibit the Declarant from installing equipment necessary for a master antenna system, security system, cable television system, mobile radio system, and/ or any other similar system within the Subdivision; and

Section 9. Sound Devices. No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon any Lot. The playing of loud music within a dwelling unit or other structure located upon any Lot shall be considered an Offensive and Noxious activity and shall not be permitted at any time.

Section 10. Lights. The design and location of all exterior lighting fixtures shall be subject to the prior approval of the Architectural Review Board. Such exterior lighting fixtures, as well as any other illumination devices (including but not limited to Christmas, Halloween, or other seasonal lighting/ ornamentation) shall not be located, directed, or be comprised of such intensity, so as to cause the nighttime environment of any adjacent property within the Subdivision is adversely affected.

Section 11. Laundry. In order to preserve the aesthetic features within the Subdivision, each Owner, his/ her family, his/ her guests, or his/ her tenants, shall not hang laundry from any area within or outside a dwelling unit if such laundry is within the public view. This provision may, however, be temporarily waived by the Declarant or by the Architectural Review Board during periods of severe energy shortages or other conditions where enforcement of this section would create a hardship.

Section 12. Boats. Any boat or boat trailer is not allowed to be parked or stored on any Lot at any time, unless any such boat or boat trailer is stored within a garage and hidden from view at all times. In addition, any boat or boat trailer is not permitted to be parked or stored on the Common Property within the Subdivision.

Section 13. Vegetable Gardens. A vegetable garden will be permitted provided it is (i) located behind any dwelling unit located upon a Lot; (ii) not visible from the street; and (iii) and does not exceed the size of three hundred (300) square feet.

Section 14. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured within the Subdivision except that a reasonable number of common household pets, not to exceed three (3) such as dogs and cats may be kept in a dwelling unit located on any Lot. No dangerous dogs or other animals shall be allowed within the Subdivision at any time. In order to preserve the aesthetic qualities of the Subdivision, to maintain sanitary conditions, and to maintain a proper respect for other Owners and users of the Common Property, each person who keeps a pet within a dwelling unit shall abide by the following rules and regulations:

(i) No pet may be kept, bred, or maintained for any commercial purpose;

(ii) The owner of any pet shall exercise best efforts to not allow the pet to excrete upon any Lot owned by others, or to excrete in any area within the Subdivision (including the Common Property) which is regularly traversed or where children may be expected to play;

(iii) The owner of any pet shall use a scoop or other means to clean up any solid fecal waste left by their pet upon any Lot owned by others or upon the Common Property;

(iv) The owner of any pet shall not allow such pet to roam unattended within the Subdivision, and it shall be the responsibility of each pet owner to leash or otherwise contain their animal at all times;

(v) The owner of any pet which barks or makes any noises which might be reasonably expected to disturb other Owners shall muzzle such animal;

(vi) All pets shall be housed in the dwelling unit, or within fenced yards or pens as approved by the Architectural Review Board;

(vii) Any other regulations adopted from time to time by the Architectural Review Board or the Association.

The breach of any of any provision within this section shall be considered Offensive and Noxious activity that constitutes a nuisance. The Declarant and/or the Association reserves the right to remove a pet or other animal that constitutes a nuisance from any Lot.

Section 15. Streets. In order to provide for safe and effective regulation of traffic, the Declarant and/or the Association may promulgate from time to time parking and traffic regulations as they relate to conduct on, over and about the streets in the Subdivision. These regulations shall initially include, but shall not be limited to, those set out below and the

Declarant and the Association reserve the right to adopt additional regulations, or to modify previous regulations, from time to time, and to enact any such additional regulations or modifications thirty (30) days after mailing notice of same to the record Owners of all Lots. The initial regulations are as follows:

(a) No golf carts may be operated in the streets of the Subdivision, except as otherwise permitted by the Architectural Review Board and/or the Association;

(b) No motorcycles, motorbikes or all-terrain vehicles of any kind may be operated on the streets within the Subdivision, unless they are (i) street legal; (ii) are in compliance with all North Carolina vehicle licensing laws; (iii) are operated by licensed drivers; and (iv) are not operated in a manner constituting a nuisance;

(c) The Declarant and/ or the Association, may post "no parking" signs along the streets within the Subdivision where the Declarant and/or the Association, in either's sole discretion, determines appropriate to do so. Violators of any such "no parking" signs are subject to having their vehicles towed away and shall be required to pay the cost of such towing and storage before their vehicle may be recovered. The act of towing any such vehicle shall not be deemed a trespass or a violation of any Owner's property rights.

The Declarant and/ or the Association reserves the right to dedicate the streets within the Subdivision for public use and public maintenance in either party's discretion.

Section 16. Insurance; Waste. Nothing shall be kept, and no activity shall be conducted, on any Lot or Common Property within the Subdivision which will increase the rate of insurance applicable to the dwelling units or other structures located upon all Lots. No Owner shall do or keep anything, nor cause or allow anything to be done or kept, on his/her Lot or on the Common Property, which will result in the cancellation of insurance on any portion of the Subdivision, or the Lots therein, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Property.

Section 17. Signs. No signs or ornaments shall be erected or maintained on any Lot or elsewhere within the Subdivision by anyone including, but not limited to, any Owner, a realtor, a contractor, or subcontractor, except with the written permission of the Architectural Review Board, said permission to be granted or withheld in the Architectural Review Board's sole discretion and in conformance with TSP UDO. If such permission is granted, the Architectural Review Board reserves the right to restrict size, color and content of such signs. Notwithstanding the above, one (1) sign advertising the sale of a Lot (with or without a dwelling unit) may be placed upon a Lot at any time, said sign not to be larger than two feet by two feet (2' x 2'). In addition, notwithstanding the above, the Declarant and/ or the Association may erect signage within the Subdivision in its discretion for marketing or other purposes. Finally, notwithstanding the above, this provision shall not restrict the right of an Owner to display the American flag or to display any political sign on her/ her Lot.

Section 18. Water and Sewage. No private water wells or septic tanks may be drilled or

maintained by any Owner so long as the Declarant (its contractors, or the Town of Southern Pines and/or the Public Works Department) has installed public water and sewer distribution lines to all Lots. No sewage or other pollution shall be emptied or discharged into any creeks or other natural areas within the Subdivision at any time.

Section 19. Firearms; Hunting Prohibited. There shall be no discharging of firearms, guns or pistols of any kind, caliber, type, or method of propulsion; and no hunting of any type shall be carried on or conducted within the Subdivision.

ARTICLE V

ENVIRONMENTAL CONTROLS

Section 1. Topography and Vegetation. Topographic and vegetation characteristics of a Lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Architectural Review Board. Written approval generally will be granted for a minimum and reasonable amount of earth movement and vegetation reduction as may be required by plans and specifications approved pursuant to the terms of this Declaration.

Section 2. Tree Removal. No trees with a diameter of four (4) inches or more may be removed without the advance written approval of the Architectural Review Board.

Section 3. Erosion/ Landscaping Controls; Right of Entry of Declarant and Association. To implement effective and adequate erosion control and protect the beauty of the Subdivision, the Declarant and/ or the Association (and their agents) shall have the right to enter upon any Lot, before or after a dwelling unit or other structure has been constructed thereon) for the purpose of performing any corrective grading, landscaping or erosion mitigation work; provided, however, that prior to exercising such right to enter upon any Lot for the purpose of performing any such corrective work, the Declarant and/ or the Association, as the case may be, shall give any affected Owner the opportunity to take any necessary corrective action required by giving such Owner notice indicating what type of corrective action is required and specifying a timeline in which such corrective action must be taken by such Owner.

The Declarant and/ or the Association (and their agents) shall have the right to enter upon any Lot on which a dwelling unit or other structure has been (or has not been) constructed and upon which a landscaping plan has either not been implemented or has not been implemented correctly (in conformity with a landscaping plan approved by the Architectural Review Board). If the Declarant and/ or the Association concludes in their discretion that the appearance of any Lot detracts from the overall beauty and appearance of the Subdivision, the Declarant and/ or the Association (and their agents) shall have the right of entry upon any such Lot for the purpose of cutting, trimming, pruning, any removing any trees, vegetation, and related landscape fixtures, and for the purpose of improving and/or correcting the landscaping on any such Lot; provided, however, that prior to exercising such right to enter upon any Lot for such purpose, the Declarant and/ or the Association, as the case may be, shall give any affected Owner the opportunity to

take any necessary corrective action required by giving such Owner notice indicating what type of corrective action is required and specifying a timeline in which such corrective action must be taken by such Owner.

The expense for any such work performed by the Declarant and/ or the Association (or their agents) shall be the responsibility of the Owner of the affected Lot. Such expense shall be considered an assessment and shall be a lien upon said Lot in favor of the Association.

The provisions of this section shall not be construed as an obligation on the part of the Declarant and/ or the Association to do any work or to provide any corrective action on any Lot.

Entrance upon any Lot by the Declarant and/ or the Association pursuant to the authority contained in this section shall not be deemed a civil or criminal trespass. The rights reserved unto the Declarant and/ or the Association herein shall be used only where necessary so as to properly enforce the terms of this Declaration for the benefit of the Subdivision and the Owners of all Lots located therein.

Section 4. Environmental Hazards. To secure the natural beauty of the Subdivision, the Declarant and/ or the Association may promulgate rules and regulations which shall govern activities which may be environmentally hazardous, such as the application of fertilizers and pesticides and other chemicals upon any Lot. Failure of any Owner within the Subdivision to comply with the requirements of any such rules and regulations shall constitute a breach of the terms of this Declaration.

The Declarant hereby reserves unto itself and the Association a perpetual, easement and right on, over and under all Lots and Common Property within the Subdivision in for the purpose of taking any action necessary to effect compliance with any federal, state or local environmental rule, regulation and covenant. The cost of any such action by the Declarant or the Association shall be reimbursed as a Common Expense of the respective Owners of the affected property within the Subdivision upon which the work is performed.

Section 5. Further Siting Authority. To prevent excessive stormwater run-off or drainage resulting from any improvements to Lots or other property within the Subdivision, the Declarant and the Architectural Review Board hereby reserve the right to establish a maximum percentage of property which may be covered by a dwelling unit, patio, driveway or other structure. In the establishment of such maximum percentage, the Declarant shall consider topography, percolation rate of the soil, soil type and condition, vegetation cover and other relevant environmental factors. Neither this, nor any other right reserved herein by the Declarant, shall be construed, however, to be an obligation of the Declarant to take any action.

Section 6. Erosion in Open Space, Common Property and Restricted Common Properties. The Declarant and/ or the Association shall have the right, but shall not be obligated, to protect all Common Property from erosion, such as by planting trees, plants, and shrubs where and to the extent necessary or by other mechanic means. The right is likewise reserved to the Declarant and/ or the Association to take any step necessary within Common Property to provide and

insure adequate drainage ways, to cut fire breaks, and to remove diseased, dead or dangerous trees and brush, the expense of which shall be an assessment against the Owners of all Lots.

Section 7. Mineral Extraction. No drilling, quarrying or mining operations of any kind; nor oil, gas or mineral exploratory activity, shall be permitted upon, in, or under any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other natural resources shall be erected, maintained or permitted upon any Lot; nor shall sand, clay, or other materials be mined or removed from any Lot for use elsewhere.

Section 8. Street lighting. Street lighting for the Subdivision may be provided by the Duke Energy.

Section 9. Dumping Prohibited. No dumping of trash, garbage, sewage, sawdust, yard waste, unsightly or offensive material, or any other debris shall be placed upon the Common Property or other areas of the Subdivision, except as is temporary and incidental to the bona fide construction on or improvement of the Subdivision.

Section 10. Open Space Restrictions. If so required by the TSP UDO, it is hereby declared that (i) the Open Space shall be used only for park, recreation and/ or open space purposes; (ii) the Open Space shall be deeded to the Association as part of the Common Property; and (iii) the Association shall be responsible for the continuing upkeep and proper maintenance of the Open Area for park, recreation, and/ or open space purposes.

ARTICLE VI

THE ASSOCIATION– MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall automatically be a Member of the Association. The Declarant shall be a Member of the Association until the latter to occur of the (i) termination of the Period of Declarant Control; or (ii) when the Declarant no longer owns a Lot in the Subdivision.

Section 2. Voting Rights. The Association shall have one type of regular voting membership. Each Member shall be entitled to one (1) vote for each Lot he/she owns; however, if an Owner constructs a dwelling unit on more than one (1) Lot, the Owner shall have only one (1) vote for said dwelling unit (and shall have no additional vote for each additional Lot that comprises a part of the total consolidated yard or building site, so long as any such additional Lot remains a part of the total consolidated yard or building site).

If any Lot is titled in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenancy by the entireties, or in any other manner of joint or common ownership, then any such joint or common Owners are entitled to one (1) collective vote for such Lot; and said joint or common Owners must unanimously agree on how to cast said one (1) vote in order for said vote to be cast on behalf of said Lot. The Association may

conclusively rely upon any one (1) of the joint or common Owners of any such Lot with respect to determining how the one (1) vote is intended to be cast for any such Lot, as long as the acting officers of the Association do not have actual knowledge that there is a dispute with respect to how such vote should be cast. If there is a dispute that cannot be timely resolved by the joint or common Owners of any such Lot (amongst themselves), then the Association shall have the authority, in its sole discretion, to disqualify any such Lot from casting its vote, such that the Association may conduct its business in a timely manner.

Section 3. Composition of Board. The Association shall be governed by a Board of Directors consisting of at least three (3) members, with the number in subsequent years to be determined as provided for in the Bylaws or otherwise in the discretion of the Association. The Declarant shall have the right to appoint and remove all members of the Board of Directors (and to appoint and remove all officers of the Association) during the Period of Declarant Control.

Section 4. Cumulative Voting Prohibited. 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 Board members to be elected, but may not cast all of such votes for any one (1) Board member 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 4 to prohibit cumulative voting.

ARTICLE VII

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Members' Easement of Enjoyment in Common Property. Subject to the provisions of this Declaration, any additional 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 (including the right of ingress, egress and regress) in, over, and upon the Common Property and such easement shall be appurtenant to and shall pass with the title of every Lot.

Section 2. Title to Common Property. The Declarant covenants for itself, its successors or assigns, that, upon the completion of the streets and infrastructure development within the Subdivision, it shall convey any platted Common Property to the Association within a reasonable period of time by warranty deed. The Common Property shall be conveyed to the Association subject to: (i) all easements, restrictions, covenants, and conditions of record as of the date of such conveyance, including the terms of this Declaration; and (ii) any existing mortgages or other liens; provided, however, that in no event shall the Association be obligated to assume any indebtedness related thereto.

Section 3. Extent of Member Easements Rights. The rights and easements created hereby shall be subject to the following:

(a) the right of the Association to borrow money from the Declarant (or any other lender) for the purpose of improving and/or maintaining the Common Property (and providing services as may be authorized herein) until such time as the Association is adequately capitalized;

(b) the right of the Association, pursuant to the limitations and procedures set forth in North Carolina General Statute 47F-3-107.1 (as such may be amended), to suspend the rights and easements of enjoyment of any Member (or any tenant or guest of any Member) (but not to impede access to and from any Member's Lot) for the non-payment of any delinquent assessment against any Lot or for any infraction of the Association's published rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;

(c) The right of the Association to place reasonable restrictions upon the use of the Association's streets, including but not limited to the types and sizes of vehicles permitted to use said streets, the maximum and minimum speeds of vehicles using said streets, all necessary traffic and parking regulations, and maximum noise levels of vehicles using said streets. The fact that any such restrictions on the use of the streets may be more restrictive than the laws of any state or local government having jurisdiction over the Subdivision shall not make such restrictions unreasonable;

(d) the right of the Association to give, sell, or lease all or any part of the Common Property (but not to include the Open Space) to any public or private party for any purposes, provided that (except as expressly provided below), no such transfer shall be effective unless such transfer shall be authorized by (i) the Declarant as long as it owns any Lot within the Subdivision and (ii) the requirements set forth in North Carolina General Statute 47F-3-112 (as such may be amended) is fully complied with;

(e) any other special Declarant rights as may be reserved elsewhere in this Declaration.

ARTICLE VIII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association: (1) periodic assessments (to be paid annually or monthly, in the discretion of the Association) or charges which are for Common Expenses; (2) special assessments for extraordinary maintenance and capital improvements; (3) special assessments for the purchase, construction or reconstruction of any improvements; and (4) a pro rata share of any assessment levied by any governmental tax authority for public improvements to the Subdivision. All assessments, together with interest and costs, and reasonable attorneys' fees for collection, shall be a charge on the land and shall be a continuing lien upon each and every Lot. Each such

assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due. The personal obligation for the delinquent assessments shall not pass to an Owner's successors in title unless such delinquent assessments are expressly assumed by them; however, any lien as referenced above shall run with the title to each Lot.

The Association shall also have the authority, through the Association to establish, fix and levy a special assessment on any Lot to secure any and all fines levied against any Owner (and owed to the Association) arising from breach by any Owner of the provisions of this Declaration and to secure the payment of the cost to repair damages to Common Property caused by an Owner in accordance with Article I, Subsection (e) (2) hereof.

Each Owner covenants to pay each and every assessment levied by the Association within ten (10) days of the due date as established by the Association; and further covenants that if such assessments are not be paid within thirty (30) days of the due date, the payment of such assessments shall be in default, and the amount thereof shall become a lien upon said Owner's Lot, as provided herein, and shall continue to be such lien until paid in full.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the paying for the Common Expenses of the Subdivision. The Association is authorized to devote a portion of the collected assessments toward a working capital or reserve fund for the benefit of the Association.

Section 3. Amount of Assessment.

(a) Criteria for Establishing Periodic Assessment. In establishing the periodic assessment for any year, the Board of Directors shall consider all anticipated expenses of the Association, any accrued debts, and reserves for future needs;

(b) Board Authority. Until such time as the Board affirmatively establishes an initial assessment, the assessment shall be zero dollars ($0.00);

(c) Special Declarant Rights. The Declarant reserves the right to not pay periodic or special assessments on any Lot owned by Declarant, as long as Declarant is marketing any such Lot for sale (whether improved or unimproved) to a builder or third party. In addition, the Declarant reserves the right to waive assessments against Lots owned by builders, as long as such builders are constructing a dwelling unit upon any such Lot and/or marketing any such Lot for sale, said right to be exercised in the sole discretion of the Declarant.

Section 4. Special Assessments for Capital Improvements. In addition to the periodic assessments authorized above, the Association may levy, in any assessment, year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, repair or replacement of a capital improvement upon the Common Property; the cost of any unanticipated or extraordinary repair or maintenance; or the cost of any other item that is a Common Expense; provided, any such assessment shall have the assent of

two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose; however, such vote of the Members shall not be required in order for the Association to levy any special assessment during the Period of Declarant Control. In addition, notwithstanding the above, as long as the Declarant continues to own a Lot within the Subdivision, no special assessment approved by the Members as set forth herein shall be binding upon the Declarant, unless and until the Declarant has approved any such special assessment.

Section 5. Replacement Reserve. From the periodic assessment for Common Expenses, the Board shall have the authority in its discretion to create and to maintain a working capital or reserve fund for the purpose of defraying the expense of the maintenance, repair, and replacement of streets or other capital improvements located upon the Common Property.

Section 6. Notice and Quorum For Any Action Authorized Under Section 4. Notice and quorum requirements with respect to any action authorized under Section 4 above shall be as set forth in the Bylaws of the Association.

Section 7. Uniform Rate of Assessment. Both periodic and special assessments must be fixed at a uniform rate for all Lots.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the passage of a resolution by the Association duly establishing same. The first periodic assessment (if collected on an annual basis) shall be adjusted according to the number of months remaining in the calendar year. Written notice of any change in the periodic assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of any such change. The due dates shall be established in the discretion of the Association. The Association shall, upon demand, and for a reasonable charge if it deems appropriate, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment payments on a Lot shall be binding upon the Association as of the date of issuance.

An Owner who is a licensed builder (where such builder is constructing a house on any vacant Lot for sale to any third party) shall become liable for assessments on any such Lot only upon the date of substantial completion of any such newly constructed house, as evidenced by the issuance of a certificate of occupancy by the Town of Southern Pines. Upon the substantial completion of any such house, assessments shall begin to accrue on the affected Lot on a calendar year basis; however, the builder Owner shall not be responsible for payment of such accrued assessments to the Association until such time as such house is sold to a third party buyer. Upon the closing of such sale, the accrued assessments shall be paid in one lump sum by the builder Owner to the Association.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Subject to the provisions of the North Carolina Planned Community Act, any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall bear interest from the date in which said assessment became delinquent at the rate of one and a half percent (1.5%) per

month (or, 18% per year) (subject to a higher or lower rate of interest, as may be subsequently approved by the Association, and in accordance with applicable laws). In addition to charging interest on any delinquent assessment, the Association may impose a fee for late payment of assessments, not to exceed the greater of twenty dollars ($20.00) per month or ten percent (10%) of the assessment installment that is unpaid, subject to increase as may be provided in the North Carolina Planned Community Act. The Association may bring an action at law against the Owner personally obligated to pay the same for the amount of the delinquent assessment (plus interest, costs, late payment charges, and reasonable attorneys' fees), or the Association may foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Property or abandonment of his/her Lot.

The lien herein granted unto the Association shall be enforceable from and after the time of recording a claim of lien in the Office of the Clerk of Superior Court of Moore County, which claim shall state the description of the Lot encumbered thereby, the name of the record owner, the amount due and date when due. The claim of lien may be filed by the Association any time after thirty (30) days after the due date of the assessment (or any installment thereof), and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been paid in full. Any such claim of lien shall include all assessments which are due and payable when the claim of lien is filed (plus interest, costs, late payment charges, and reasonable attorneys' fees). Such claims of lien shall be signed by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the claim of lien shall be cancelled of record by the Association with the Office of the Clerk of Superior Court of Moore County.

Section 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage lender and the lien for ad valorem taxes on any Lot. The sale or transfer of any Lot shall not affect any assessment lien, and such lien shall run with title to any Lot against to which any such lien has attached. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or a tax foreclosure, or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer, but shall not abate the personal obligation of the prior Owner. No sale or transfer shall relieve such Lot from liability for any assessments becoming due after such sale or transfer, or from the lien thereof.

ARTICLE IX

FUNCTIONS OF ASSOCIATION

Section 1. Authorized Services. The Association shall be authorized to provide the following services:

(a) to maintain and repair the Common Property and all improvements located thereon;

(b) to perform any and all services necessary or desirable to carry out the obligations and business activities of the Association as may be reasonably required or inferred by the terms of this Declaration or by the terms of the Bylaws;

(c) to take any and all actions necessary to enforce the terms contained in this Declaration, including but not limited to fining and providing appropriate due process with respect to any Owner, for violating any such terms;

(d) to elect members of the Architectural Review Board and to provide for the proper function thereof, once the Declarant has transferred the functions of the Architectural Review Board to the Association;

(f) to provide for all necessary administrative services, including but not limited to insurance matters, legal matters, accounting and financial matters, communication services (including, but not limited to providing notices of meetings, activities, and other matters), and payment of taxes and other expenses;

(g) to enact and publish reasonable additional rules and regulations that shall be binding upon all Owners within the Subdivision as any such need arises;

(h) to provide any and all other services reasonably necessary to perform its obligations under this Declaration.

In the event the Association is unable or unwilling to perform any of the services listed above in a manner satisfactory to the Declarant, as long as the Declarant continues to own a Lot within the Subdivision, the Declarant shall be and hereby is authorized to perform any such services at the Association's expense, as long as any such expense is reasonable and necessary to carry out the Declarant's obligations under this Declaration.

Section 2. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to borrow money for use by the Association, to mortgage the property of the Association, and to pledge the revenues of the Association as security for any loans made to the Association, which loans shall be used by the Association in performing its authorized functions. The Declarant may, but shall not be obligated to, make loans to the Association, however, the repayment terms of any such loans must be put in writing and must be reasonable in nature. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the amount of the regular periodic assessment any time the Association has an outstanding loan balance in favor of the Declarant.

Section 3. Declarant Contracts. If entered into before the Board of Directors of the Association elected by the Owners takes office (upon the expiration of the Period of Declarant Control), any contract or lease affecting or relating to the Subdivision that is not bona fide or was unconscionable to the Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the Board elected by the Owners takes office upon not less than ninety (90) days notice to the other party. This provision

is in accordance with the requirements of North Carolina General Statute 47F-3-105. If such statute is amended, then this Section 4 shall automatically be modified accordingly and the revised statute shall control with respect to such contracts or leases.

Section 4. Discretionary Administrative Fee. Upon the sale or transfer of ownership of any Lot, the Association is authorized to collect a reasonable administrative fee not to exceed $100.00 (as set by the Board of Directors from time to time) to cover administrative and other expenses incurred in the change of the Association's records to reflect the new ownership.

Section 5. Information. The Association shall make available to all Owners and their mortgage lenders, current copy of this Declaration, any amendments to this Declaration, a current copy of the Bylaws of the Associations (and any amendments thereto), any published rules and regulations of the Association, as well as the books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances, as appropriate. The cost of reproduction of such documents shall be paid by the requesting party.

Section 6. Lender Notices. An additional function of the Association shall be to provide, upon written request to the Association, written notice to any lender of any of the following matters with respect to any Lot encumbered by a mortgage in favor of such lender:

(a) any condemnation or casualty loss;

(b) any delinquency in the payment of assessments or charges;

(c) any lapse, cancellation or material modification or any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action that requires the consent of a specified percentage of mortgage lenders.

Section 7. Insurance Requirements. To the extent required below, the Association shall at all times maintain in full force and effect casualty, flood, liability, and fidelity insurance as may be required below:

(a) Hazard Insurance. To the extent there exists insurable improvements or other property upon the Common Property, then prior to the conveyance of the first Lot in the Subdivision to an Owner, the Association shall obtain a hazard insurance policy with respect to the Common Property insuring against all risks of direct physical loss commonly insured against including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

(b) Liability Insurance – Prior to the conveyance of the first Lot within the Subdivision to an Owner, the Association shall obtain liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Property.

Insurance policies carried by the Association pursuant to subsections (a) and (b) above shall provide that:

(i) Each Owner of a Lot is an insured person under the policy to the extent of the Owner's insurable interest;

(ii) The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household;

(iii) No act or omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy;

(iv) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, then Association's policy provides primary insurance;

Further, an insurer that has issued an insurance policy under subsections (a) and (b) above shall issue certificates of insurance to the Association and, upon written request, to any Owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner, and each mortgagee or beneficiary under a deed of trust to whom certificates of insurance have been issued at their respective last known addresses.

(c) Fidelity Bonds - The Association may obtain in its discretion a blanket fidelity bond (or fidelity insurance policy) for anyone who handles, or is responsible for, funds held or administered by the Association, whether or not that person receives compensation for their services. Any independent management agent retained by the Association that handles funds for the Association must be covered by its own fidelity bond or coverage for the benefit of the Association.

Any such fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. Additionally, the fidelity bond coverage must at least equal the sum of three (3) months periodic assessments for all Lots within the Subdivision, plus all reserve funds held by the Association.

Any such fidelity bond must include a provision that requires thirty (30) days written notice to the Association, or the maximum number of days allowed by a reputable insurer, before the bond can be cancelled or substantially modified for any reason.

ARTICLE X

SHARED USE AND MAINTENANCE OF AVENUE OF THE CAROLINAS

The Declarant hereby reserves and conveys non-exclusive easement rights of ingress, egress, and regress (as well as for underground and aboveground utilities) over Avenue of the Carolinas (the "Subdivision Streets") (as shown on the Plat) for the benefit of the owners, employees and future patrons of the remaining property of Caropine Ventures, LLC adjoining the Subdivision The Declarant also reserves the unilateral right to convey at a later date similar non-exclusive easement rights across Subdivision Streets (for consideration or otherwise) to the owners of Caropine's remaining property subject to the payment of the prorata share of the maintenance, repair and any other reasonable expenses related to the portion of the Subdivision Streets affected by such easement rights.

ARTICLE XI

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ARTICLE XII

DURATION

The covenants and restrictions of this Declaration shall run with and bind all land within the Subdivision, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five-year period this Declaration shall be automatically renewed and extended for successive ten-year periods. The number of ten-year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten-year renewal period for an additional ten-year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial twenty-five -year period, or during the last year of any subsequent ten-year renewal period, if three fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the president and secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating the Declaration, the total number of votes cast in favor of such resolution, and the total number of

votes cast against such resolution. Said certificate shall be recorded in the Cumberland County Register of Deeds and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Notwithstanding the above, the Members may not terminate the planned community aspect of the Subdivision absent compliance with North Carolina General Statutes 47F-2-118, as such may be amended.

ARTICLE XIII

AMENDMENTS

Declarant reserves the right to unilaterally alter or amend this Declaration (in accordance with Article II, Section 3(g)) as long as Developer owns any Lot or any portion of the Property, as long as such amendment does not affect Owner voting rights or effect a chance that would significantly increase assessment obligations of Owners. Otherwise, this Declaration may be amended as set forth in North Carolina General Statutes 47F-2-117, as such may be amended; however, it is expressly required that during the Period of Declarant Control, any amendment to this Declaration proposed by the Owners within the Subdivision must be approved by the Declarant in order for such amendment to have legal effect.

ARTICLE XIV

NOTICES

Section 1. How Notice Given. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby effectively given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner on the Association's books or based on the local Cumberland County Tax Office's online (or other) records, as of the first day of the calendar month in which said notice is mailed.

Section 2. Notice to Co-Owners. Notice to only one co-Owner of a Lot shall constitute effective notice to all such co-Owners.

Section 3. Notice Where Address or Ownership Changed. It shall be the obligation of every Member to immediately notify the secretary of the Association in writing of any change of mailing address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given effective notice if notice was given to his/ her predecessor-in-title.

ARTICLE XV

ENFORCEMENT, SEVERABILITY AND INTERPRETATION

Section 1. Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner or agent of

such Owner, the Declarant or any Owner, or any of them jointly or severally, shall have the right to proceed at law or in equity to seek appropriate damages and/or to compel performance with the terms of this Declaration.

Section 2. Enforcement by the Association. In addition to the foregoing, the Association shall also have the right to proceed at law or in equity to seek appropriate damages and/or to compel performance with the terms of this Declaration.

The Association may designate an agent to respond to complaints received as to alleged violations of this Declaration, and any such agent shall inform alleged violators of any such complaint. The Association has the right to fine Owners and suspend Owner privileges for any violations of the terms of this Declaration pursuant to North Carolina General Statute 47F-3-102 and any other pertinent provisions of the North Carolina Planned Community Act, as amended. If the violation is not promptly corrected, then the Association may engage legal counsel in its discretion to bring an appropriate injunctive action, including any pursuing any necessary appeals, to enforce the terms of this Declaration. Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs, including but not limited to reasonable attorneysfees incurred by the Association to enforce and to compel compliance with this Declaration, on the condition that the Association prevails in such proceedings.

Section 3. Enforcement by the Declarant. In addition to the foregoing, the Declarant shall also have the right, but shall have no affirmative obligation at any time, to proceed at law or in equity to seek appropriate damages and/or to compel performance with the terms of this Declaration. The Declarant may engage legal counsel in its discretion to bring an appropriate injunctive action, including pursuing any necessary appeals, to enforce the terms of this Declaration. Violators shall be obligated to reimburse the Declarant in full for all its direct and indirect costs, including but not limited to reasonable attorneys' fees incurred by the Declarant to enforce and to compel compliance with this Declaration, on the condition that the Declarant prevails in such proceedings.

Section 4. Against Whom May the Covenants be Enforced. The terms of this Declaration shall run with all property within the Subdivision and shall be enforceable against the Declarant, the Association, the Owners of all Lots within the Subdivision, and/ or any other parties whose activities may bear some relation directly or indirectly to the Subdivision, when and if the aforesaid parties engage in activities (including omissions and failures to act) which constitute violations, or attempts to violate or circumvent, the covenants and restrictions set forth in this Declaration.

Section 5. Means of Enforcement. Enforcement of the terms of this Declaration shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages, or to create any lien created by this Declaration.

Section 6. Severability. Should any of the covenants and restrictions herein contained, or any section, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason, by the adjudication of any court or other

tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment or ruling shall in no way affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect and legally binding.

Section 7. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation of construction which will best result in the consummation of the general plan of development of the Subdivision. The provisions of these terms of this Declaration shall be given full force and effect notwithstanding the existence of any zoning or similar ordinance which may allow a less restricted use of the property within the Subdivision.

Section 8. Authorized Action. All action which the Association is allowed to take pursuant to the terms of this Declaration shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument may provide otherwise.

Section 9. Trespass. Whenever the Declarant and/or the Association are permitted by the terms of this Declaration to correct, repair, clean, preserve, clear out, or take any affirmative action on any Lot or other property within the Subdivision, including any easement areas adjacent thereto, then entering the said affected Lot or other property within the Subdivision and taking such action shall not be deemed an actionable civil or criminal trespass.

Section 10. Responsibility of Owners in Event of Default by Association. In the event the Association defaults in the payment of any ad valorem tax levied against the Common Property or any assessment levied for public improvements (said matters being Common Expenses pursuant to Article 1 (e)(5) of this Declaration), where such default continues for a period of six (6) months, then each Owner in the Subdivision shall become personally obligated to pay to the tax and/or assessing governmental authority a portion of such taxes or assessments in an amount determined by dividing the total tax and/or assessment due by the total number of Lots in the Subdivision. If such sum is not paid by any affected Owner within thirty (30) days of its due date, said sum shall become a continuing lien on said Owner's Lot, and the taxing and/ or assessing governmental authority may either bring an action at law against said Owner personally obligated to pay the same or elect to foreclose the lien.

ARTICLE XVI

APPLICABILITY OF THE PLANNED COMMUNITY ACT; OTHER CONFLICT OF LAWS

It is intended that the Subdivision be considered as "planned community" as such term is defined within the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes). To the extent that the terms of this Declaration violate or conflict with the terms of the North Carolina Planned Community Act, then the requirements of the North Carolina Planned Community Act shall control. To the extent that the terms of this Declaration is silent (or does not address) a particular issue, then the terms of the North Carolina Planned Community Act shall control with respect to any such issue.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the below notary acknowledgement.

DECLARANT:

CAROPINE VENTURES, LLC

By: Sharlene R. Williams
Name: SHARLENE R. WILLIAMS
Title: Manager/Authorized Representative

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, JOAN C. BROWN, a Notary Public of said County and State, do hereby certify that SHARLENE R. WILLIAMS, Authorized Representative personally appeared before me this day and acknowledged that S he is the Manager of **Caropine Ventures, LLC**, a North Carolina limited liability company and that by authority duly given, and as the act of said corporation, said person executed the foregoing instrument on behalf of said company.

WITNESS my hand and official seal or stamp, this the 2nd day of MARCH, 2016.

Joan C. Brown
Notary Public

My Commission Expires:
SEPT. 13, 2020

[Affix Notary Seal or Stamp]

JOAN C. BROWN NOTARY PUBLIC CUMBERLAND COUNTY, N.C.

CONSENT OF BENEFICIARY
AND
DECLARANT

Branch Banking and Trust Company, being the Beneficiary under that certain North Carolina Deed of Trust and Security Agreement from Caropine Ventures, LLC, to BB&T Collateral Service Corporation, Trustee, and recorded in Book 4455, Page 265, Moore County Registry, securing up to $2,000,000.00 (the "Deed of Trust"), does hereby consent to the recordation of the Declaration of Covenants, Conditions and Restrictions for the Villages at the Carolina (the "Declaration"), and said Beneficiary does hereby subordinate the lien and operation of the Deed of Trust to the provisions of the Declaration and further agrees that from and after this date, the provisions of the Declaration including all exhibits, attachments and amendments thereto, shall be superior to the lien of said Deed of Trust as if the Declaration had been recorded prior to the Deed of Trust. Said Beneficiary executes this Consent of Beneficiary solely for the purposes set forth herein.

Declarant expressly agrees and acknowledges that the rights and privileges reserved to Declarant under the Declaration are expressly subject to the Collateral Assignment of Declarant's Rights, Contracts and Permits Caropines (the "Assignment") recorded in Book 4455, Page 281 in the Office of the Register of Deeds of Moore County, North Carolina and, to the extent necessary, collaterally conveys such rights to Beneficiary subject to the terms of such Assignment.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed as of the date set forth in the below notary acknowledgment.

BRANCH BANKING AND TRUST COMPANY

By: Reid A. Horne
SR. Vice President

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Reid A. Horne as Sr. V. President of **Branch Banking and Trust Company, a North Carolina banking corporation.**

Date: 3-2-16

Official Signature of Notary: Penny E. Lee

Notary's Printed Name: Penny E. Lee

My commission expires: 3-10-2018

[Affix Notary Seal or Stamp]

PENNY E. LEE NOTARY PUBLIC CUMBERLAND CO., N.C.