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Prepared by and ~~return~~ to: bot Jennifer K. Fincher, Jennifer Kirby Fincher, PLLC,
PO Box 53674, Fayetteville, NC 28305

NORTH CAROLINA
CUMBERLAND COUNTY

**DECLARATION OF COVENANTS, RESTRICTIONS,
AND CONDITIONS OF VALLEY END II**

THIS DECLARATION, made the 22nd day of February, 2017, by Valley End II, LLC, a North Carolina Limited Liability Company, with its principal place of business in Cumberland County, North Carolina, hereinafter referred to as "Declarant" and "Owner."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in the city of Fayetteville, Cumberland County, North Carolina, which is to be known as Valley End II, as show on a plat of same duly recorded in Plat Book 139, Page 30, Cumberland County, North Carolina Registry.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Declarant presently intends but is not obligated to develop contiguous properties. In the event Declarant elects to add additional phases to the subdivision or develop adjoining properties, then and in that event, Declarant shall have the right to file an amendment to this Declaration at any time and from time to time prior to December 31, 2047 without the further consent of the Owners of any Lot in the within subdivision to incorporate into the Declaration and Association of the subdivision any or all of the adjoining lands. In the event that this Declaration is so amended, the terms "Lot" and "Property" as used herein shall be deemed to mean and include the adjoining property and all improvements and structures now or hereafter placed by Declarant thereon, all easements, rights and appurtenances thereto, and all articles of personal property provided by Declarant and intended for use in connection therewith. No amendment made by Declarant in accordance with this paragraph shall divest an Owner of any portion of his property without the consent of such Owner and no such amendment shall materially alter the plan of development set forth herein without the consent of all Owners affected thereby. Each Owner shall be deemed by his acceptance of a deed to a Lot to have consented to the powers of amendment herein reserved by Declarant and to any amendments previously or thereafter executed by Declarant pursuant thereto.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Valley End II Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns. A copy of the Articles and Bylaws for said corporation are attached hereto and incorporated herein by reference as Exhibits "A" and "B" respectively.

Section 2. "Declarant" shall mean and refer to Valley End II, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Common Area" shall mean all the real estate (including retention ponds, storm drainage improvements, entrance signage, streets, including any dedicated streets prior to their acceptance for public maintenance, and all landscaping and other improvements thereon) owned or dedicated for use by the Association for the common use and enjoyment of the Owners.

Section 7. "Common Expenses" shall mean, refer to, and include all charges, costs and expenses incurred by the Association for an in connection with the administration of the subdivision, including, without limitation hereof, operation of the subdivision, maintenance, repair, replacement and restoration (to the extent not covered by insurance) of the Common Areas; the costs of any additions and alterations thereto; all labor, services, common utilities, materials, supplies, and equipment therefore; all liability for loss or damage arising out of or in connection with the Common Areas and their use; all premiums for hazard, liability and other insurance with respect to the subdivisions; all costs incurred in acquiring a Lot pursuant to judicial sale; and all administrative, accounting, legal, and managerial expenses. "Common Expenses" shall also include amounts incurred in replacing, or substantially repairing, capital improvements within the Common Areas of the subdivision, including, but not limited to, private road and parking lot resurfacing. "Common Expenses" shall also include all reserve funds or other funds established by the Association. "Common Expenses" shall be construed broadly.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and shall be preserved to the perpetual benefit of the Owner's Association, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be

agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

- (c) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Access Rights. Ownership of each Lot shall include easements over the Common Areas for access, ingress and egress from and to public streets and walkways and easements for the benefit of the Owners, their invitees and licensees, for enjoyment of the Common Areas.

ARTICLE III **USE RESTRICTIONS**

Section 1. Land Use. All lots in the tract known and described as residential lots shall be developed as zero lot line lots pursuant to Cumberland County Ordinance, Appendix B, Subdivision Regulations, Section 3.24, as amended, or applicable ordinance, or a combination of such schemes except that only one single family residence or dwelling shall be permitted on any one lot, and no lot may be used for any business purpose.

Section 2. Building Type. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height and a private garage for more than two cars and other outbuildings incidental to residential use of the lot. All outbuildings erected, altered, placed, or permitted shall be of the same quality, workmanship, and material as the principal dwelling structure, and will be erected and placed to the rear of the dwelling structure.

Section 3. Temporary Structures. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently without the written consent of the Declarant.

Section 4. Recreational Vehicles. No boat, motor boat, camper, trailer, motor or mobile home, shall be permitted to remain on any Lot unenclosed outside of the garage at any time, unless by consent of the Association in which event such vehicles shall be placed in the area or areas designated by the Association.

Section 5. Set Back Requirements. Set back requirements shall be as provided by recorded plat consistent with applicable ordinance. For the purposes of these covenants, eaves, steps, and overhangs shall not be considered as a part of the building, provide, however that this shall not be construed to permit any portion of an improvement on a lot to encroach upon another lot.

Section 6. Minimum Size of Each Dwelling. No dwelling shall be erected or allowed to remain on any of the said Lots which shall contain less than one thousand seven hundred (1,700) square feet. The ground floor of the main structure, exclusive of one-story porches and garages, shall not be less than one thousand seven hundred (1,700) square feet for a one-story dwelling which square footage can include a finished room over a garage, and not less than eight hundred fifty (850) square feet on the first floor of a two-story dwelling. Square footage is determined by the outside dimension of the main structure, excluding any unheated space. Heated area living space shall mean the ordinary living space in a house which is designed

and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, unheated storage area, garages, and porches shall not be counted.

Section 7. Reservation of Lot or Lots for Well and Water System. Notwithstanding any restrictions or limitations on use of any of the property described herein, Developer reserves the right for itself, its successors or assigns, to construct, install and maintain a well, elevated or ground water tank, pumphouse and any necessary appurtenances on any of the lots subject to these Restrictive Covenants.

Section 8. Driveways. All driveways shall be constructed of concrete.

Section 9. Restricted Activities. No commercial, noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 10. Signage. No sign or signs other than a "For Sale" or "For Rent" sign shall be displayed on the property.

Section 11. Animals. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. No breed of dogs that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous including, but not limited to, pit bulls, rottweilers, Dobermans, chows, and German Shepherds, nor any dog whose lineage includes any part of any of said breeds, nor any dog that has at any time bitten a person, nor any dog that has been trained as an attack dog shall be permitted on the premises unless such dog is at all times confined within fencing as permitted pursuant to these Restrictive Covenants. The aforementioned dangerous breeds of dogs must be contained in a double fence when outside the residence, the outer fence shall be a solid panel privacy fence six (6) feet tall. There shall be an interior fence that totally contains the animal or animals running parallel to the privacy fence at a distance of not less than five (5) feet from the outer fence at any point, including the points where the outer fence joins the residence. The inner fence shall comply with these Restrictive Covenants and shall be six (6) feet tall. Under no circumstances shall the animal or animals be allowed outside the interior fence. Dogs described above must remain in the yard at all times. They cannot be walked or exercised in the neighborhood at any time.

It is the intent of these covenants to hide dog houses or dog containment structures from public view. Other than the dual fences described above, any dog house or dog containment structure for any type of dog not fully contained inside privacy fence must be located to the rear of the principal structure and must be located within thirty feet (30') of the rear of the main structure. No such permitted dog house or dog containment structure or system shall be placed, erected, or maintained closer to any street than the set-back line on any vacant lot, and in no event closer to any street than thirty feet (30'). On improved corner lots, no dog house or dog containment structure or system shall be placed any closer to the street than the rear corner of the principal dwelling structure closest to the street or on vacant lots, closer to any street than the set-back line, and in no event closer to a street than thirty feet (30').

Section 12. Junk Vehicles. No automobile or motor vehicle may be dismantled or repaired on said property. No mechanically defective automobile, motor vehicle, mechanical device, machine, machinery, or junk car shall be placed or allowed to remain on said property.

Section 13. Landscaping. Each owner shall landscape and maintain his yard in a well-manicured style so as to enhance his own as well as his neighbors' homes and lots. The grass of each Lot shall be kept at a reasonably short length, and all trees, shrubs, and bushes shall be properly pruned. If the yard is not maintained property and in accordance herewith, the Association has the right to perform the required work

and to bill the Lot owner for said work. The Association may obtain a lien against any Lot owner who fails to timely pay any bill for maintenance work done by the Association.

Section 14. Fences. Only wood and vinyl fences measuring no more than seventy-two (72) inches from the ground may be erected on any Lot. No fence or wall shall be erected or maintained nearer to any street than the rear corner of the principal dwelling structure on improved Lots or nearer to any street than the setback line on any vacant lot or nearer to any street than thirty (30) feet. On corner lots, all fences shall be erected from the rear corner of the principal dwelling structure or a point not exceeding fifteen (15) feet from said rear corner to the street side. Said point shall be parallel to the rear of the principal dwelling.

Section 15. Mailboxes. Only break-away mailboxes provided by the builder may be constructed in the subdivision, it being the intention of the Developer to preclude the erection of permanently constructed mailboxes in the North Carolina State Right of Way areas.

Section 16. Outdoor furniture. No upholstered furniture of any nature shall be placed or allowed to remain outside as lawn furniture.

Section 17. Satellite Disc. No satellite discs may be erected, installed, or maintained on any lot unless it conforms to the following requirements:

- a. Discs shall be no more than 24 inches in diameter.
- b. Discs shall not be located in the front yard. Discs may be mounted on the eaves of the house in the rear. The view of the disc from the front of the house shall be kept to a minimum.

Section 18. It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and grantees and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right to enforce the same.

Section 19. The invalidation of any one or more, or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants or portions herein.

ARTICLE IV **UTILITIES AND UTILITY AND DRAINAGE EASEMENTS**

Section 1. Utilities. The Declarant reserves the right to subject the properties in this subdivision to a contract for the installation of water and/or sewer, underground electric cables and/or the installation of street lighting, or any of them, any of which may require an initial payment and/or a continuing monthly payment by the Owner of each Lot.

Section 2. Utility, Signage and Drainage Easements. Easements for installation and maintenance for utilities and drainage facilities, including pipelines, and signage easements are reserved as shown on the recorded plat. Within these easements, no structure, plating or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water. All areas indicated as street and easements on the recorded plat are hereby dedicated to public use for such uses forever except side yard easements which are for the use and benefit of those persons and lots described herein.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- (3) Assessments and fines for violations of this declaration of covenants, conditions and restrictions, as to be established, collected and described hereinafter.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of maintaining the Common Area, including but not limited to ponds and the street lighting, maintaining insurance on the common areas, payment of ad valorem taxes on the common areas, maintaining subdivision signage, maintenance and upkeep of the flora and fauna in the Common Area including maintaining any sprinkler systems, maintenance of any park, green spaces, and sidewalk, and for such other purposes as may be consistent with maintenance of the high character of the development for the benefit of all the owners and protecting the value and desirability of the real property and enhancing of homes and Lots.

Section 3. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment for Owners of detached lots shall be \$180.00 per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment may be increased each year not more than ten (10%) percent above the assessments of the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) Notwithstanding anything in the foregoing to the contrary, under no circumstances will the Declarant be assessed and pay annual assessments as provided for herein.

Section 4. Notice and Quorum for any Action under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty (50%) percent of all the membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and collected on an annual or monthly basis.

Section 6. Date of Commencement of Special Assessments: Due Dates. The written assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The Board of Directors shall fix the amount of the annual assessment against such Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro-rata monthly installments. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Fines and Assessments for Violations of This Declaration of Covenants, Conditions and Restrictions, and Aesthetic Rules, Regulation and Decisions of the Aesthetic Committee.

- (a) The Declarant, prior to conveyance of all Lots in the subdivision, or an Aesthetic Committee composed of three (3) or more representatives appointed by the Board of Directors after the Conveyance of all Lots in the subdivision, shall cause to be issued letters of warning to any Owners deemed to be in violation of any covenants, conditions, or restrictions or Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee.
- (b) If the violation of decision is not remedied, a second letter of warning shall be issued to the Owner, advising the Owner of the date of imposition of the daily fine, as well as the amount thereof, if the violation is not remedied by the imposition date.
- (c) Alternatively, in the event an Owner neglects or otherwise refuses to remedy any violation of the covenants, conditions or restrictions, or Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee, then and in that event, the Aesthetic Committee may effect such remedy or maintenance and the cost of such remedy or maintenance shall be added to and become a part of the assessment to which such Lot is subject pursuant to Article V.
- (d) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum fine or assessment shall be \$10.00 per day per Lot in violation, enforceable by lien as set forth in Article V, Section 9.
- (e) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum fine or assessment may be increased each year not more than ten percent (10%) above the assessment for the previous year by a vote of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose.
- (f) Notwithstanding anything in the foregoing to the contrary, under no circumstances will the Declarant be assessed and any fines or assessments as provided for herein.

Section 8. Notice and Quorum for Any Action Authorized Under Section 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty (50%) percent of all the membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of the mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Special Assessments for Capital Improvements. In addition to the annual 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, reconstruction, repair or replacement of public and private capital improvement upon the Common Area or as required in accordance with the purpose of the assessments as set forth in Section 2 above, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at the meeting duly called for this purpose.

Section 12. Taxes and Insurance. As an additional annual assessment, the Association shall levy against the Owners equally an amount sufficient to pay the annual cost of liability insurance premiums for such insurance on the Common Area and the amount of ad valorem property taxes and/or special assessments levied by any lawful governmental authority on the Common Area. It shall be the duty of the Association to pay all such premiums and taxes promptly when they shall become due. Upon default by the Owner's Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Areas or assessments for public improvements to the Common Areas, which default shall continue for a period of six (6) months, each Owner of a building site in the development shall become personally obligated to pay to the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by dividing the total taxes and/or assessments due by the total number of building sites in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the building site of the then Owner, his heirs, devisees, personal representatives and assigns and the taxing or assessing governmental authority may either bring an action at law against the Owner personally obligated to pay the same or may elect to foreclose the lien against the property of the Owner.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all Owners of Lots with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in any Lot, all such persons and entities shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Members shall be the Declarant and shall be entitled to thirty-four (34) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A Membership respectively upon the happening of either of the following events, whichever occurs earlier:

- (a) When the total aggregate votes outstanding of Class A equals the total votes outstanding in the Class B Membership; or

(b) On January 1, 2043.

ARTICLE VII
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, replaced or maintained upon the Properties, nor shall any exterior color, exterior addition to or change or alteration therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Notwithstanding anything contained herein, these restrictive covenants may be amended at any time by Valley End II, LLC, its successors or assigns, so long as Valley End II, LLC, its successors or assigns, owns any one lot contained in Valley End II, as show on a plat of same duly recorded in Plat Book _____, Page _____, Cumberland County, North Carolina Registry.

The covenants and restrictions of this Declaration may amended during the first twenty (20) year period by an instrument signed by not less than sixty-six and two-third percent (66 2/3%) percent of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Lot Owners. Any amendment must be properly recorded in the Office of the Register of Deeds for Cumberland County, North Carolina. However, any proposed Amendment must be approved by the Declarant until such time as the Declarant has given up control of the Board of Directors of the Association, as provided in the Bylaws.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. These restrictive covenants are submitted and executed in accordance with Appendix B of the Cumberland County Subdivision ordinance 3-1.3 et seq. and Chapter 47A of the North Carolina General Statutes, which are incorporated herein by reference as amended. Where these restrictive covenants are

inconsistent with either state law or the County Code, state law or the County Code shall prevail, in that order. There are incorporated into these covenants Exhibit "C" attached hereto.

ARTICLE IX **MAINTENANCE OF COMMON STREET AND STORM DRAINAGE**

Section 1. Sharing of Repair and Maintenance. The Declarant reserves for the use and benefit of the Declarant and the Association right of access to said storm drainage system for purpose of repair and maintenance if required.

Section 2. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section 3. Removal of Vehicles. Any Owner completely blocked from access or egress to or from his unit from either direction may have any vehicle or vehicles removed from the common drive as required to gain such access or egress and the Owner or Owners of such vehicle or vehicles will be liable for any towing and/or storage charges resulting from such removal; and any owner may cause to have removed from the common drive any vehicle which is parked within confines of the common drive for a period of more than 14 continuous hours or a total of 24 hours in a 72 hour period and the owner of such vehicle will be liable for any towing and/or storage charge resulting from such removal.

Section 4. Maintenance of Easement and Right-of-Way Areas. Each property Owner shall be responsible for the maintenance of the area lying between the pavement of the common drive and the back property line of the Owner's Lot and any planting, fencing, or other treatment of this area provided by the developer or agreed upon jointly by all the Owner's shall be installed, maintained, and if replaced, in a uniform manner unless such maintenance is taken over by a Homeowner's Association.

Section 5. Arbitration. In the event of any dispute arising concerning the common drive, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X **EXTERIOR MAINTENANCE**

The Association shall provide maintenance for the private street, storm drainage systems, landscaping, street lighting, perimeter wall and perimeter fencing. The cost of such maintenance, repairs and replacements shall be paid for out of the assessments provided for in Article IV above. In the event an Owner neglects or otherwise refuses to maintain his or her house and other accoutrements in a state of repair consistent with the beauty and welfare of the remaining area, including but not limited to painting of the exterior, then and in that event, the Architectural Control Board may effect such maintenance, repairs or replacement, and the cost of such maintenance, repairs and replacements shall be added to and become a part of the assessment to which such lot is subject pursuant to Article IV.

ARTICLE XI **EASEMENTS**

Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water.

Section 2. The Association acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article VIII of this Declaration.

Section 3. Easements are also reserved over those portions of the Common Area that may be necessary or required to accommodate overhanging eaves or other cantilevered construction which may encroach upon the Common Area on the air and light space above such Common Area.

ARTICLE XII

STORM WATER MANAGEMENT

Section 1. These covenants are intended to ensure ongoing compliance with Permit Number SW6160201 as issued by Division of Water Quality under NCAC 2H.1000.

Section 2. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

Section 3. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

Section 4. Alternation of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

Section 5. The maximum allowable built-upon area per lot is 3,500 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina, and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

ARTICLE XIII

CONFLICTING PROVISIONS

To the extent the provisions of this Declaration conflict with any applicable provisions of the Town of Hope Mills Ordinance or North Carolina General Statute, the conflicting provisions of the Town of Hope Mills Ordinance or North Carolina General Statute shall control.

ATTEST:
(Corporate Seal)

Valley End II, LLC

By: _____

By: Jason S. Johnson
Jason S. Johnson, President

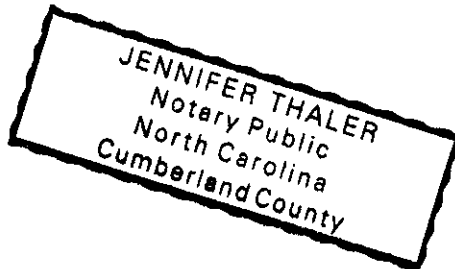
NORTH CAROLINA
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Jason S. Johnson

This the 22 day of _____, 2017.

Jennifer Thaler
Official Signature of Notary
Notary's printed/typed name: Jennifer Thaler
My Commission Expires: 8/19/17



(N.P. SEAL)

The foregoing Certificate of

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By _____ REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Deputy/Assistant – Register of Deeds

BK 10053 PG 0665

EXHIBIT "A"



NORTH CAROLINA BX10053 PG0666
Department of the Secretary of State

To all whom these presents shall come, Greetings:

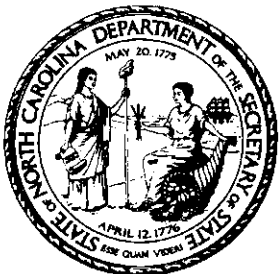
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

VALLEY END II HOMEOWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 22nd day of February, 2017.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 22nd day of February, 2017.

Elaine F. Marshall

Secretary of State

ARTICLES OF INCORPORATION
 OF VALLEY END II HOMEOWNERS ASSOCIATION, INC.,
 a nonprofit corporation

IN COMPLIANCE with the requirements of Chapter 55A of the General Statutes of North Carolina, the undersigned, all of whom are residents of the State of North Carolina and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Valley End II Homeowners Association, Inc., hereinafter called the "Association."

ARTICLE II

The principal office is located at 1135 Robeson Street, Fayetteville, Cumberland County, North Carolina 28305. The registered office of the Association is located at 2543 Ravenhill Drive, Suite C, Fayetteville, Cumberland County, North Carolina 28303.

ARTICLE III

Jennifer K. Fincher, whose address is 2543 Ravenhill Drive, Suite C, Fayetteville, Cumberland County, North Carolina 28303, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

Jennifer K. Fincher, whose address is 2543 Ravenhill Drive, Suite C, Fayetteville, Cumberland County, North Carolina 28303, is the initial incorporator of this Association.

ARTICLE V

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for rules and regulations for the use of and maintenance of Valley End II Subdivision, more particularly described on Plat of same to be recorded in the Office of Register of Deeds for Cumberland County, North Carolina, and any additional property annexed thereto, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and to be recorded in the office of the Register of Deeds of Cumberland County, North Carolina, as the

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire by gift, purchase, or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all of any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise.

ARTICLE VI

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners of Lots and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than the allocated votes be cast with respect to any Lot.

Class B. Class B members shall be the Owner/Developer and Declarant and shall be entitled to thirty (30) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A membership respectively upon the happening of either of the following events, whichever occurs earlier:

(a) Neither the Declarant or Owner/Developer owns a Lot in Valley End II Subdivision or any annexed real property; or

(b) On December 31, 2053.

ARTICLE VIII

The affairs of the Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Jason S. Johnson 1135 Robeson Street
Fayetteville, NC 28305

Jennifer K. Fincher P0 Box 53674
Fayetteville, NC 28305

Ralph Huff 2919 Breezewood Ave #400
Fayetteville, NC 28303

At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one (1) director for a term of three (3) years.

ARTICLE IX

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

The corporation shall exist perpetually.

ARTICLE XI

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of North Carolina, I, the undersigned, constituting the sole incorporator of this Association, have executed these Articles of Incorporation this the 22 day of February, 2017.

 (SEAL)
Jennifer K. Fincher, Incorporator

**BY-LAWS OF
VALLEY END II HOMEOWNERS ASSOCIATION, INC.**

Article I

PURPOSES AND OBJECTIVES

The purpose of the corporation shall be the management of a homeowner's association for a subdivision known as VALLEY END II including but not limited to the management of the use of the common area, the maintenance of the common area and the setting of assessments for the upkeep of same.

Article II

OFFICES

Section 1. The principal office of the Corporation shall be located at 2919 Breezewood Avenue, #400, Fayetteville, NC 28303.

Section 2. The registered office of the Corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office. Until otherwise changed by the Board of Directors, the registered office shall be 2919 Breezewood Avenue, #400, Fayetteville, NC 28303.

Article III

BOARD of DIRECTORS

Section 1. GENERAL POWERS: The business and affairs of the Corporation shall be managed by the Board of Directors.

Section 2. NUMBER, TERM AND QUALIFICATION: The affairs of the Association shall be Managed by a Board of three (3) Directors. The original Board of Directors shall consist of three (3) members. At the first annual meeting the members shall elect one Director for a term of one (1) year, one Director for a term of two (2) years, and one Director for a term of three (3) years. Each Director shall hold office until the expiration of his or her term, or until his or her successor is elected and qualified.

No director shall serve more than two (2) consecutive terms (including the initial term).

Section 3. ELECTION of DIRECTORS: Except as provided in Section 2 of Article III, the Directors shall be elected at the annual meeting of the Association. Those persons who receive the highest number of votes shall be deemed to have been elected. In the event any vacancy shall occur because of death, resignation, incapacity to act, or removal of a Director, the members shall within A reasonable time, fill the vacancy.

Section 4. REMOVAL: Directors may be removed from office with or without cause by a vote of three-fifths (3/5) of the majority of the members of the Association. If any Directors are so removed, new Directors may be elected at the same meeting.

Section 5. VACANCIES: A vacancy occurring in the Board of Directors shall be filled by a Majority of the members of the Association, even though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 6. COMPENSATION: The members of the Board of Directors may not be compensated for their services in fulfilling their duties to the corporation.

Section 7. INDEMNIFICATION OF DIRECTORS AND OFFICERS: Each present and former Director and officer of the corporation shall be indemnified by the corporation against expenses reasonably incurred by him or her in connection with any threatened, pending, or completed action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been an officer or Director of the corporation (whether or not he or she continues in that capacity at the time of incurring such expenses), except in disputes between himself or herself and the corporation; and in those events, he or she shall be entitled to indemnification should a court of competent jurisdiction find the corporation to be at fault. The foregoing right of indemnification shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of other rights to which any Director or officer may be entitled as a matter of law.

Section 8. EXECUTIVE COMMITTEE: There shall be elected annually by the members of the Association three (3) members thereof, who with the Chairman, Secretary, Treasurer and any Executive Committee shall act on behalf of the corporation in any manner (except as provided in Article VII) when the Board of Directors is not in session, reporting to the Board of Directors for its ratification of their action at each regular or special meeting called for that purpose. Four (4) Members shall constitute a quorum for the transaction of business. Meetings may be called by the Chairman or by two (2) members.

Section 9. SPECIAL COMMITTEES: The Chairman may, at any time, appoint other Committees on any subject for which there are no standing committees, or terminate any standing Committee which does not serve any purpose. Each committee shall consist of at least one (1) Director.

Section 10. COMMITTEE QUORUM: A majority of any committee of the corporation shall constitute a quorum for the transaction of business, unless any committee shall by majority vote of its entire membership decide otherwise.

Article IV

MEETINGS OF THE DIRECTORS

Section 1. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held

At 7:30 P.M. on the first Thursday of each month at a time and place designated by a majority of the Directors.

Section 2. ANNUAL MEETINGS: The annual meetings of the Board of Directors shall be held at 7:30 P.M. on the first Thursday in February of each year, if not a legal holiday, for the purpose of electing Directors of the corporation and for the transaction of such other business as maybe properly brought before the meeting.

Section 3. SUBSTITUTE ANNUAL MEETINGS: If the annual meetings shall not be held on the day designated by these by-laws, a substitute annual meeting maybe called in accordance with the provisions of Section 4 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. SPECIAL MEETINGS: Special meetings of the homeowners may be called at any Time by the President, on or at such other place, as shall be designated in the notice of the meeting agreed upon by a majority of the Directors entitled to vote there at.

Section 5. NOTICE OF MEETINGS: Written or printed notice stating the time and place of the meeting shall be delivered not less than five or more than fifty days before the date thereof, either personally or by mail, by or at the direction of each President, Secretary or other person calling the meeting, to each member of record entitled to vote at such meeting. In case of an annual or substitute meeting, the notice of meeting need not specifically state the business to be transacted. In case of a special meeting, the notice of meeting shall not necessarily state the purpose or purposes for which the meeting is called. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty days in any one adjournment, it is not necessary to give notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

Section 6. QUORUM: A majority of the duly elected or appointed and qualified Directors of the corporation shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of the Directors present at any meeting, whether or not a quorum is present, may adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall attend.

Section 7. MANNER OF ACTING: Except as otherwise provided in this Section, the act of the Majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. INFORMAL ACTION BY DIRECTORS: Action taken by a majority of the Directors without meeting is nevertheless Board action if written consent to the action in question is signed by all the Directors and filed with the Minutes of the proceedings of the Board, whether done before or after the action is so taken.

Article V

OFFICERS

Section 1. NUMBER: The Corporation shall have a Chairman, Secretary, Treasurer and such Vice-Chairman, Assistant Secretaries, Assistant Treasurers and other officers as the members may from time to time elect. Any two or more offices may be held by the same person, except the office of Chairman and Secretary. However, no officer may act in more than one capacity where the action of two(2) or more offices is required.

Section 2. ELECTION AND TERM: The officers of the Corporation shall be elected by the Board of Directors. Such elections may be held at any regular or special meeting of the membership. Each officer shall hold office for one (1) year, or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified, unless otherwise specified by the members. The members may fill any vacancy in any office occurring for whatever reason.

Section 3. REMOVAL: Any officer or agent elected or appointed by the members may be Removed by the members with or without cause, except that in the case of the Chairman, he shall not be removed by less than three-fourths (3/4) majority of the members.

Section 4. CHAIRMAN: The Chairman shall be the chief executive officer of the corporation and shall preside at all meetings of the members and the Board of Directors, Subject to the direction and control of the Board of Directors, he shall have general charge and authority over the business of the corporation. He shall make reports of the business so of the corporation for the preceding fiscal year to the Directors at each annual meeting. He shall sign with any other proper officer any deeds, mortgages, bonds, contracts, or other instrument which may be lawfully executed on behalf of the corporation, except where the signing and execution there of shall be delegated by the Board of Directors to some other office or agent. In general he shall perform all duties as may be prescribed by the Board of Directors from time to time, including the appointment of various committees from the membership in order to carry out the business of the corporation as approved by the Board of Directors.

Section 5. VICE-CHAIRMAN: The Vice-Chairman shall perform the duties of the Chairman In his absence or during his inability to act. The Vice-Chairman(or Vice-Chairmen) shall have such other duties and powers as may be assigned to or vested in them by the Board of Directors.

Section 6. SECRETARY: The Secretary shall keep accurate records of the acts and proceedings of all meetings of homeowners and Directors. He shall give all notices required by law and by these by-laws. He shall have general charge of all corporate books and records and of the corporate seal, and he shall affix the corporate seal to any lawfully executed instrument requiring it. He shall then sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned to him from time to time by the Chairman, the Executive Committee, or by the Board of Directors.

Section 7. TREASURER: The Treasurer shall have custody of all funds and securities

belonging to the Corporation and shall receive, deposit or disburse the same under the direction of the Board of Directors or the Executive Committee. The Board of Directors or the Executive Committee may appoint a custodian or a depository for any such funds and securities and may designate those persons upon whose signature or authority such fund and securities may be disbursed or transferred. He shall keep full and accurate accounts of the finances of the Corporation in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year within four (4) months after the end of such fiscal year. The Treasurer shall, in general, perform all duties incident to this office and such other duties as may be assigned to him from time to time by the Chairman, the Board of Directors, or the Executive Committee.

Section 8. ASSISTANT SECRETARIES AND TREASURERS: The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or Treasurer, respectively, or by the Chairman, Board of Directors, or Executive Committee.

Article VI

MEMBERS

Section 1. This corporation shall be a nonprofit corporation organized and existing under all Laws of the State of North Carolina, being governed by a Board of Directors as set forth in Article III of the By-laws, and shall be with voting members.

Section 2. Any person owning a lot in the subdivision known as the KNOLLS AT PARKERS RIDGE, MAPS 1 AND 2, will be a member of the corporation.

Section 3. ANNUAL MEETING: There shall be an annual meeting of the members of this Corporation to hear the annual report of the corporation and to transact other business in accordance with the decision of the Board of Directors. Unless otherwise determined by the Board of Directors, the annual meeting of members shall be held in the first Thursday in May at a time and place designated by the Chairman of the corporation; provided, however, that should said day fall upon a legal holiday, then any such meeting shall be held at the same time and place to be determined by the Board of Directors. Notice of the annual meeting shall be given to all members of the Board of Directors and members of the corporation. The notice required by this Section shall in all respects comply with the notice required by Article IV, Section 4 of these By-laws for notice to members of the Board of Directors in case of a special meeting of said Board.

Article VII

CONTRACTS, LOANS, DEPOSITS, AND MISCELLANEOUS PROVISIONS

Section 1. CONTRACTS: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. LOANS: No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the members. Such authorization may be general or confined to specific instances.

Section 3. CHECKS AND DRAFTS: All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. DEPOSITS: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors shall direct.

Section 5. FISCAL YEAR: Unless otherwise ordered by the Board of Trustees, the fiscal year of the corporation shall be from January 1 through December 31 of each calendar year.

Section 6. AMENDMENTS: Except as otherwise provided herein, these By-laws may be amended or repealed and new By-laws may be adopted by the affirmative vote of 3/5 of the members at any regular or special meeting of members.

Section 7. SEAL: The corporate seal of the corporation shall consist of two concentric circles between which in the name of the corporation and in the center of which is inscribed "Seal".

Article IX

PROHIBITED ACTIVITIES

Other provisions of these By-laws notwithstanding, the corporation shall not engage in any act of self-dealing as defined in Section 4941, Subdivision(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal excise law nor retain any excessive business holdings as defined in Section 4943, Subdivision(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws; nor make any investment in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945, Subdivision (d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws. The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or the corresponding provisions of any subsequent federal tax laws.

Article X

501(c)(3) REQUIREMENTS

Section 1. EARNINGS: No part of the net earnings of the corporation shall inure to the benefit

of, or be distributable to its members, Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in the Articles hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of a candidate for public office.

Section 2. EXEMPT FUNDS: Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (a) corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provisions of any future United States Internal Revenue Law or (b) corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 or any other corresponding provisions of any future United States Internal Revenue law.

Section 3. DISSOLUTION: Upon the dissolution of the corporation, the Board of Directors shall, after paying and making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such asset not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN TESTIMONY WHERE OF, the undersigned have set their hands and seals this the 22nd
Day of February, 2017.

 (Seal)
Jason S. Johnson

Exhibit C

Permit Number: SW6160201
(to be provided by DWQ)Drainage Area Number: 1**Wet Detention Basin Operation and Maintenance Agreement**

I will keep a maintenance record on this BMP. This maintenance record will be kept in a log in a known set location. Any deficient BMP elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the BMP.

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

This system (check one):

☐ does ☒ does not incorporate a vegetated filter at the outlet.

This system (check one):

☐ does ☒ does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County)**. Records of operation and maintenance should be kept in a known set location and must be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
The entire BMP	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

Permit Number: SW6160201
 (to be provided by DWQ)
 Drainage Area Number: 1

BMP element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

Permit Number: SW6140201
(to be provided by DWQ)
 Drainage Area Number: 1

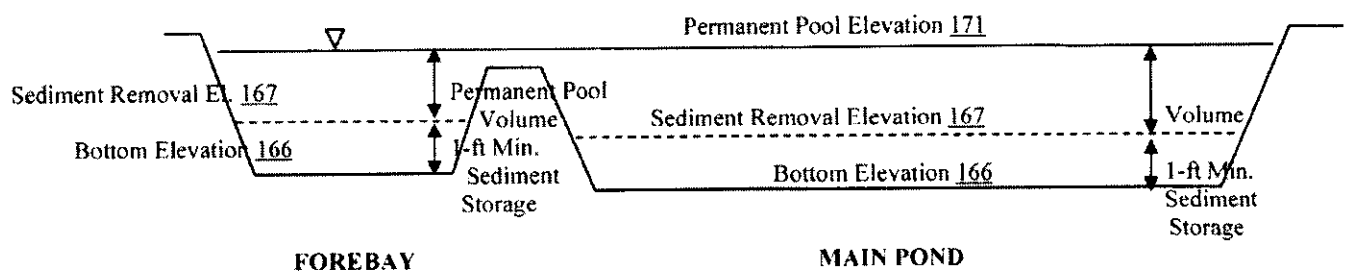
BMP element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair. (if applicable)	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the permanent pool depth reads 3 feet in the main pond, the sediment shall be removed.

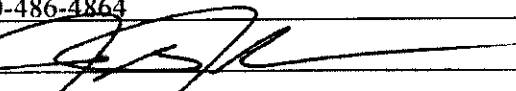
When the permanent pool depth reads 3 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM *(fill in the blanks)*



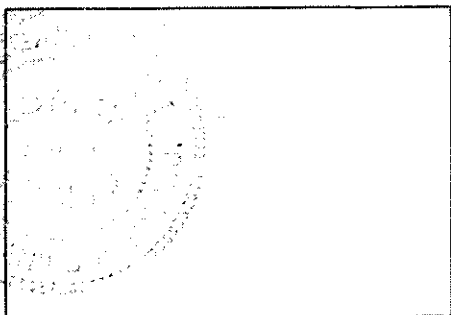
Permit Number: SW6160201
(to be provided by DWQ)

I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

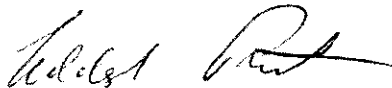
Project name: Valley End IIBMP drainage area number: Proposed Wet Detention Basin @ HDWL-27Print name: Jason S. JohnsonTitle: Member ManagerAddress: 2919 Breezewood AvenuePhone: 910-486-4864Signature: Date: 2-16-16

Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

I, HILDEGARD TROUT, a Notary Public for the State of NC, County of CUMBERLAND, do hereby certify that JASON S. JOHNSON personally appeared before me this 17 day of FEBRUARY, 2016, and acknowledge the due execution of the forgoing wet detention basin maintenance requirements. Witness my hand and official seal,



SEAL

My commission expires 4-16-2020

High Density Residential Subdivisions
Deed Restrictions & Protective Covenances

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

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

1. *The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW6160291, as issued by the Division of Energy, Mineral and Land Resources under the Stormwater Management Regulations.*
2. *The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.*
3. *These covenants are to run with the land and be binding on all persons and parties claiming under them.*
4. *The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.*
5. *Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.*
6. *The maximum allowable built-upon area per lot is 3500 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.*

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

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

<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>	<u>Lot #</u>	<u>BUA</u>
_____	_____	_____	_____	_____	_____	_____	_____

This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

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

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

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

**High Density Residential Subdivisions
Deed Restrictions & Protective Covenances**

Signature: [Signature] Date: 2-8-16

I, Dorise T. Townsend, a Notary Public in the
State of North Carolina, County of Robeson,

do hereby certify that Jason S Johnson personally appeared
before me this the 8th day of February, 2016, and acknowledge
the due execution of the foregoing instrument. Witness my hand and official seal,

Dorise T. Townsend
Signature

My Commission expires 04-25-2020

SEAL

