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	KSJ

Prepared by and return to: 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, PHASE ONE**

THIS DECLARATION, made the 25th day of OCTOBER 2013, by JSJ Builders, Inc., a North Carolina Corporation, 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, Phase One, as show on a plat of same duly recorded in Plat Book 133, Page 116, 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, 2043 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.

RETURN TO JENNIFER FINCHER

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Valley End 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 JSJ Builders, Inc., 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, not 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 properly 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 Association shall be obligated to maintain all common areas. To this end, 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 \$150.00 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 and shall be a lien against the lot owner's property. 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 JSJ Builders, Inc., its successors or assigns, so long as JSJ Builders, Inc, its successors or assigns, owns any one lot contained in Valley End, Phase One, as show on a plat of same duly recorded in Plat Book 133 , Page 116 , 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
INCORPORATION OF APPLICABLE ORDINANCE

Section 1. Zero Lot Line Development. It is the intent of the Developer that some or all of the Properties described herein may be developed as a zero lot line development. The applicable provisions of the Fayetteville City Code are incorporated herein by reference.

Section 2. Conflicting Provisions. To the extent the provisions of this Declaration conflict with any applicable provisions of the Fayetteville City Code of North Carolina General Statute, the conflicting provisions of the City Code and/or North Carolina General Statute shall control.

Section 3. Final Plat. The final plat shall contain the following disclosure statements:

“Any governmental agency personnel or equipment thereof shall be granted perpetual access over the private street to accomplish or fulfill any service or function for which the agency is responsible, and that any agency or organization designated by a governmental agency to perform a designated function shall also retain access the same as any governmental agency.”

“Any agency exercising its access rights shall have the same rights and only such liabilities as it would have on any public lands, right-of-ways, or easements.”

Prior to recording, the disclosure statement as set forth in Section 25-32(6)a. of the Code of Ordinances of the City of Fayetteville shall be placed on the plat that reads as follows:

“Street right-of-ways shown on this plat are for private use and have not been accepted for maintenance by the Fayetteville City Council. It is City Council policy not to accept streets that do not meet public street standards, and are to be maintained by a Homeowner’s Association”.

That every deed conveying a lot shown on the plat approved herein shall contain the following statement:

“It is City Council policy not to accept streets that do not meet public street standards. The street upon which the property described herein abuts is a private street, the cost of maintenance that shall be borne by either the grantee herein or a Homeowner’s Association as set forth in any restrictive covenants applicable to this conveyance and recorded in Book 133 Page 116, of the Cumberland County Registry, North Carolina, which shall be a covenant to run with the land.”

That any declaration of conditions and/or restrictive covenants required to be recorded by Chapter 25, shall contain provisions setting forth the ownership and responsibility for maintenance of any private street within the property subject to said declaration of conditions and restrictive covenants.

The developer shall submit to the Planning Department legal documents specifically designating use and responsibility for Common Area, common walls, and open space through a Homeowner’s Association for

review and approval by the City Attorney prior to the submission of a final plat and before the recording or the sale of any developed lot or unit in this development.

ATTEST:
(Corporate Seal)

JSJ Builders, Inc.

By: _____

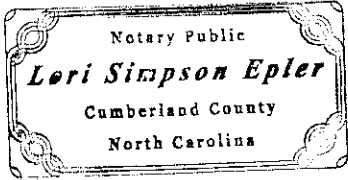
By: [Signature]
Jason S. Johnson, President

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 22nd day of October 2013.



Lori Simpson Epler
Official Signature of Notary
Notary's printed/typed name: LORI Epler
My Commission Expires: 11-14-14

(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

9318
0445

BK 09318 PG 0445

EXHIBIT "A"