

FILED
SAMPSON COUNTY
PAULETTE W. KING
REGISTER OF DEEDS

FILED Jan 18, 2006
AT 10:23:16 am
BOOK 01613
START PAGE 0633
END PAGE 0638
INSTRUMENT # 00324

Prepared by: Billy R. Godwin, Jr., P.A. 406 West Broad Street, Dunn, N.C. 28334

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR
"MILL RIDGE" AS RECORDED IN MAP BOOK 56, PAGE 24,
SAMPSON COUNTY REGISTRY

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 17th Day of January, 2006, by **TEW FARMS**, a North Carolina General Partnership, with an address of P.O. Box 1308, Dunn, N.C. 28335 and its principal office located in Sampson County, North Carolina, hereinafter called "Declarant",

WINESSETH:

WHEREAS, Declarant is the owner of certain real property located in Dismal Township, Sampson County, North Carolina known as **Mill Ridge Subdivision Phase I** and the lots numbered **One (1) through Fourteen (14)** therein. **Phase I** is shown on that plat entitled "*Mill Ridge Subdivision, Phase I, Property of Tew Farms, a North Carolina General Partnership*" recorded in Map Book 56 Page 24, Sampson County Registry.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of said real property and to this end desires to subject the real property hereinbefore described to the covenants and restrictions hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property, and each and every owner or occupant of any and all parts thereof;

NOW, THEREFORE, Declarant herewith states and declares that the tracts of land referred to above, which shall be incorporated into and become a part of that certain subdivision known as "Mill Ridge", is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, obligations and liens generally referred to as covenants and restrictions, as hereinafter set forth:

1. **LAND USE:** Lots shall be used for residential purposes only.

2. **SETBACK:** No dwelling shall be located nearer the front property line than 40 feet, no nearer to side lines than fifteen (15) feet, and no nearer to rear property lines than forty (40) feet. For the purposes of these covenants, eaves, steps, decks, porches and carports are considered a part of the dwelling. All dwellings shall be placed with the front elevation facing the primary road or street serving said dwelling. There shall be no vegetable gardens located any nearer than 60 feet from a front lot line.

3. **BUFFER EASEMENT:** The rear of Lots 1 - 8 shall be subject to a 15 foot easement for the placement, construction, and maintenance of a berm to screen the subdivision from SR 1446 (Autry Mill Road).

4. **DRIVEWAY CONSTRUCTION, TIMETABLE FOR BUILDING, & LOCATION OF ACCESSORIES:**

A. All driveway tiles shall be NCDOT approved concrete tiles. All construction entrances for lots under construction must have adequate stone cover sufficient to prevent offsite erosion and sedimentation.

B. Upon the purchase of a lot, construction on the dwelling must begin within eighteen months (18) months of closing. As used herein, "construction" shall be considered started when footings are dug. Construction shall be completed within one year of starting. "Completed" shall be mean such time as a certificate of occupancy is issued by the appropriate regulatory authority.

C. Outside components of heating and air conditioning systems shall be located in the rear or on the side of the dwelling. All home foundations shall be brick. All driveways shall be surfaced with concrete, asphalt, brick, or other hardsurface material approved by the Declarant or its assignee. No fence, porch, deck, room additions or pen shall be constructed in the subdivision without prior written approval of the Declarant which approval or disapproval shall be at its sole discretion. To the extent chain-linked fences are used, they must be vinyl-coated and pre-approved by the Declarant.

5. **UTILITIES:** Utility services to all dwellings shall be underground. All easements or rights-of-way for the installation and maintenance of all utilities and drainage facilities are reserved by Declarant. All lots are subject to such easements for water, sewer, cable,

electricity and drainage as reasonably necessary to provide the benefits of such easements to all lots within the subdivision. Any propane tanks must be located on the side or rear of the lot and must be appropriately screened from street view.

6. STREET LIGHTING: Declarant intends to enter into a contract with *South River Electric Membership Corporation (South River)* to install and furnish street lighting for the subdivision. All lots in the subdivision shall be subject to this contract with *South River* for this purpose and the costs associated therewith shall be assessed by *South River* on a continuing monthly basis to each lot owner's electric bill.

7. TYPE OF DWELLING: No dwelling shall be erected, placed, or permitted to remain on any lot or parcel other than one detached, single family dwelling with a minimum finished heated living area of 1800 square feet excluding any garages. Developer reserves the right to allow a FIVE PERCENT (5%) variance in finished living area. All other dwellings as well as construction plans shall be approved by said Declarant, in its sole discretion, prior to the construction or placement of any structures in the subdivision. No mobile homes, manufactured homes of any class, or, modular homes - whether on frame or off frame - shall be located on any lot in this subdivision.

8. UPKEEP: The exterior of all dwellings shall be maintained in good appearance, and the sites shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

9. ACTIVITIES & DISPLAYS: No noxious, illegal or offensive activities shall be carried on upon any lot or parcel. Any activity which shall cause a nuisance to the neighborhood, including but not limited to, barking dogs, loud noises, the operation of ATV's and motor bikes, discharge of fire arms and fireworks, or other noise making devices are hereby expressly prohibited. Permanent, or yard-sales of a continuing nature, shall be prohibited. No flags other than an American, State, U.S. Territory, or other Nationality shall be permitted to fly in the subdivision provided however that POW/MIA flags, that of any branch of the U.S. Armed Forces, and decorative and/or seasonal flags shall be allowed.

10. EXTERIOR FIXTURES & MAILBOXES: All exterior TV receiving equipment, playground equipment, including swings, merry-go-rounds, playpens, sandboxes and other similar equipment shall be located in the rear yard behind the dwelling provided however that to the extent a satellite T.V. antenna is reasonably required to be placed on the front of a dwelling to receive signals, such antenna shall be no greater than 18 inches in diameter. Clothes lines are specifically prohibited. All mailboxes shall purchased from the Delcarant.

11. STORAGE BUILDINGS: A private storage building or similar outside structure is

allowed provided it is constructed so as to be compatible with the general architectural design and appearance of the dwelling on said lot. Plans for additional outside structures shall be approved in writing by the Declarant in its sole discretion prior to the construction or placement of any such structures in the subdivision.

12. GARAGE REQUIRED: All dwelling units in the subdivision shall have at least a one car enclosed garage. Open carports are prohibited.

13. ANIMALS: No poultry, fowl or animals other than household pets are allowed on any lot. All outside pets shall be contained in an enclosed area in the rear of the lots at all times when not on a leash in-hand or under strict voice command of lot owner. No more than two (2) pets are allowed per household in said subdivision. Exotic or wild pets are prohibited.

14. GARBAGE: No lot or parcel or any part thereof shall be used or maintained as a dumping ground for rubbish. Each lot owner is required to contract with a licensed residential service to provide for no less than a weekly trash pickup. Declarant reserves the right to require each lot owner to provide proof of such contract as from time to time requested. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for storage and disposal of such materials shall be kept in a clean and sanitary condition and located in the rear of the lots. Garbage cans shall not be permitted in front yards or on the streets except on normal garbage pickup days.

15. SIGNS: No commercial advertising or display signs shall be permitted within said subdivision except professional signs by licensed real estate brokers. However, the Declarant, or its assigns, may erect such temporary advertising and display signs as may reasonably be required for development and sale of lots.

16. BOATS AND TRAILERS: All boats and travel or utility trailers shall be stored and placed in a garage, carport, or on the rear of the lot.

17. VEHICLES & PARKING: All motor vehicles shall be parked in private driveways or garages. No tractor or tractor-trailer rigs shall be parked in the subdivision. No vehicles of any kind shall be parked on the streets in the subdivision. All mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or in an area not visible from the street. No unlicensed motor vehicle, any inoperable vehicle, or machinery or junk car shall be placed or allowed to remain on any lot within said subdivision at any time.

18. SWIMMING POOLS: No above-ground swimming pools shall be located on the lot.

19. AMENDMENTS: Any amendments or modifications of these covenants must be approved by the Declarant, or their assigns. In addition, the Declarant reserves the right and authority to alter, change and amend these covenants and restrictions without the joinder or approval of any subsequent lot owners, so long as the Declarant has not conveyed all of the

lots developed and owned by him located therein.

20. ENFORCEMENT: Enforcement of these restrictive covenants shall be by any proceeding in law or equity against the person violating or attempting to violate any covenant or restriction, either to restrain violators or to recover damages, and against the land to enforce any lien created by these covenants, and failure of the Declarant or the Homeowners Association created by these covenants, owner to enforce any of the covenants herein shall in no or any owner vent be deemed a waiver of the right to enforce thereafter. Declarant reserves the right and authority to enforce these restrictive covenants until such time as the Declarant has fully developed and sold all of the lots in the subdivision and has vested said rights in writing in the Homeowner's Association. In the event enforcement requires a suit in law or equity, the party violating or attempting to violate any provision of these covenants shall be liable for court costs and reasonable attorneys fees to the party enforcing or seeking to enforce these covenants.

21. INVALIDATION: The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

22. HOMEOWNER'S ASSOCIATION: The Declarant reserves the right to form a Homeowner's Association at any time for the purposes of maintaining the common areas and for any such other lawful purposes as the Declarant desires. Each and every lot owner, by accepting a deed or contract for any Lot in the subdivision agrees to and shall be a member of and be subject to the rules and regulations of the said Association.

22. ASSIGNMENT: The Declarant reserves the right to assign and transfer any rights, powers and privileges, including any powers of approval created by these covenants to the Homeowner's Association at any time. Any such assignment or transfer shall be by written instrument making specific reference to these covenants and shall be duly recorded in the office of the Register of Deeds of Sampson County.

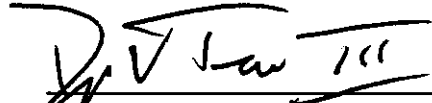
23. COVENANTS TO RUN WITH THE LAND: All covenants and restrictions shall run with the land and Grantee, by accepting the deed to such premises accepts the same subject to such covenants and restrictions, and agrees for himself, his heirs, administrators and assigns to be bound by each of such covenants and restrictions jointly, separately and severally.

24. DUTIES: These covenants shall continue an run for a period of twenty (20) years from the date of the recording of this instrument. After that they shall be and become automatically extended for an additional twenty (20) years unless in the meanwhile there is entered into, in writing, an agreement, signed by a majority of the owners of lots in the subdivision, and recorded in the Register of Deeds Office declaring these covenants and restrictions terminated. These covenants shall then be extended for an additional twenty (20)

year term under the terms and conditions stated above, unless terminated as stated above.

25. APPLICABILITY: These restrictions shall apply to all subdivided numbered lots shown on the aforesaid plats or maps, which lots are for residential purposes only. These restrictions shall not be applicable to any unnumbered lands or land designated on the plat and further, Developer is withholding these parcels for restrictions pursuant to its general scheme of development, the absence of restrictions thereupon being intended to allow Developer maximum flexibility in the determination of the development of such parcels.

IN TESTIMONY WHEREOF, Roy V. Tew, III, General Partner of TEW FARMS, a North Carolina General Partnership has signed this instrument on behalf of the said partnership the day and year first above written.



Roy V. Tew, III,
General Partner

NORTH CAROLINA,
HARNETT COUNTY.

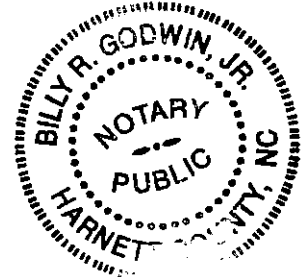
I, BILLY R. GODWIN, J., , A Notary Public, hereby certify that **TEW FARMS, A North Carolina General Partnership, by and through its General Partner, ROY V. TEW, III,** personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

WITNESS my hand and Notarial Seal, this 17th day of January, 2006.



NOTARY PUBLIC

My commission expires: 8-5-2009



FILED
SAMPSON COUNTY
PAULETTE W. KING
REGISTER OF DEEDS

FILED Feb 20, 2007
AT 04:17:40 pm
BOOK 01659
START PAGE 0893
END PAGE 0898
INSTRUMENT # 01304

BK:01659 PG:0893

Prepared by: Billy R. Godwin, Jr., P.A. 406 West Broad Street, Dunn, N.C. 28334

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR
"MILL RIDGE SUBDIVISION, PHASE 2" AS RECORDED IN MAP BOOK 60, PAGE 8,
SAMPSON COUNTY REGISTRY

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 1st Day of February, 2007, by **TEW FARMS**, a North Carolina General Partnership, with an address of P.O. Box 1308, Dunn, N.C. 28335 and its principal office located in Sampson County, North Carolina, hereinafter called "Declarant",

WINESSETH:

WHEREAS, Declarant is the owner of certain real property located in Dismal Township, Sampson County, North Carolina known as **Mill Ridge Subdivision Phase 2** and the **lots numbered Fifteen (15) through Twenty-Nine (29)** therein. **Phase 2** is shown on that plat entitled "*Mill Ridge Subdivision, Phase 2, Property of Tew Farms, a North Carolina General Partnership*" recorded in **Map Book 60 Page 8**, Sampson County Registry.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of said real property and to this end desires to subject the real property hereinbefore described to the covenants and restrictions hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property, and each and every owner or occupant of any and all parts thereof;

NOW, THEREFORE, Declarant herewith states and declares that the tracts of land referred to above, which shall be incorporated into and become a part of that certain subdivision known as "Mill Ridge, Phase 2", is and shall be held, transferred, sold, conveyed, leased, occupied and used

subject to the covenants, restrictions, conditions, easements, charges, obligations and liens generally referred to as covenants and restrictions, as hereinafter set forth:

1. **LAND USE:** Lots shall be used for residential purposes only.

2. **SETBACK:** No dwelling shall be located nearer the front property line than 40 feet, no nearer to side lines than fifteen (15) feet, and no nearer to rear property lines than forty (40) feet. For the purposes of these covenants, eaves, steps, decks, porches and carports are considered a part of the dwelling. All dwellings shall be placed with the front elevation facing the primary road or street serving said dwelling. There shall be no vegetable gardens located any nearer than 60 feet from a front lot line.

3. **DRIVEWAY CONSTRUCTION, TIMETABLE FOR BUILDING, & LOCATION OF ACCESSORIES:**

A. All driveway tiles shall be NCDOT approved concrete tiles. All construction entrances for lots under construction must have adequate stone cover sufficient to prevent offsite erosion and sedimentation.

B. Upon the purchase of a lot, construction on the dwelling must begin within eighteen months (18) months of closing. As used herein, "construction" shall be considered started when footings are dug. Construction shall be completed within one year of starting. "Completed" shall be mean such time as a certificate of occupancy is issued by the appropriate regulatory authority.

C. Outside components of heating and air conditioning systems shall be located in the rear or on the side of the dwelling. All home foundations shall be brick. All driveways shall be surfaced with concrete, asphalt, brick, or other hardsurface material approved by the Declarant or its assignee. No fence, porch, deck, room additions or pen shall be constructed in the subdivision without prior written approval of the Declarant which approval or disapproval shall be at its sole discretion. To the extent chain-linked fences are used, they must be vinyl-coated and pre-approved by the Declarant.

4. **UTILITIES:** Utility services to all dwellings shall be underground. All easements or rights-of-way for the installation and maintenance of all utilities and drainage facilities are reserved by Declarant. All lots are subject to such easements for water, sewer, cable, electricity and drainage as reasonably necessary to provide the benefits of such easements to all lots within the subdivision. Any propane tanks must be located on the side or rear of the lot and must be appropriately screened from street view.

5. **STREET LIGHTING:** Declarant intends to enter into a contract with *South River Electric Membership Corporation (South River)* to install and furnish street lighting for the

subdivision. All lots in the subdivision shall be subject to this contract with *South River* for this purpose and the costs associated therewith shall be assessed by *South River* on a continuing monthly basis to each lot owner's electric bill.

6. TYPE OF DWELLING: No dwelling shall be erected, placed, or permitted to remain on any lot or parcel other than one detached, single family dwelling with a minimum finished heated living area of 1800 square feet excluding any garages. Developer reserves the right to allow a FIVE PERCENT (5%) variance in finished living area. All other dwellings as well as construction plans shall be approved by said Declarant, in its sole discretion, prior to the construction or placement of any structures in the subdivision. No mobile homes, manufactured homes of any class, or, modular homes - whether on frame or off frame - shall be located on any lot in this subdivision.

7. UPKEEP: The exterior of all dwellings shall be maintained in good appearance, and the sites shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

8. ACTIVITIES & DISPLAYS: No noxious, illegal or offensive activities shall be carried on upon any lot or parcel. Any activity which shall cause a nuisance to the neighborhood, including but not limited to, barking dogs, loud noises, the operation of ATV's and motor bikes, discharge of fire arms and fireworks, or other noise making devices are hereby expressly prohibited. Permanent, or yard-sales of a continuing nature, shall be prohibited. No flags other than an American, State, U.S. Territory, or other Nationality shall be permitted to fly in the subdivision provided however that POW/MIA flags, that of any branch of the U.S. Armed Forces, and decorative and/or seasonal flags shall be allowed.

9. EXTERIOR FIXTURES & MAILBOXES: All exterior TV receiving equipment, playground equipment, including swings, merry-go-rounds, playpens, sandboxes and other similar equipment shall be located in the rear yard behind the dwelling provided however that to the extent a satellite T.V. antenna is reasonably required to be placed on the front of a dwelling to receive signals, such antenna shall be no greater than 18 inches in diameter. Clothes lines are specifically prohibited. All mailboxes shall purchased from the Delcarant.

10. STORAGE BUILDINGS: A private storage building or similar outside structure is allowed provided it is constructed so as to be compatible with the general architectural design and appearance of the dwelling on said lot. Plans for additional outside structures shall be approved in writing by the Declarant in its sole discretion prior to the construction or placement of any such structures in the subdivision.

11. GARAGE REQUIRED: All dwelling units in the subdivision shall have at lease a

one car enclosed garage. Open carports are prohibited.

12. ANIMALS: No poultry, fowl or animals other than household pets are allowed on any lot. All outside pets shall be contained in an enclosed area in the rear of the lots at all times when not on a leash in-hand or under strict voice command of lot owner. No more than two (2) pets are allowed per household in said subdivision. Exotic or wild pets are prohibited.

13. GARBAGE: No lot or parcel or any part thereof shall be used or maintained as a dumping ground for rubbish. Each lot owner is required to contract with a licensed residential service to provide for no less than a weekly trash pickup. Declarant reserves the right to require each lot owner to provide proof of such contract as from time to time requested. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for storage and disposal of such materials shall be kept in a clean and sanitary condition and located in the rear of the lots. Garbage cans shall not be permitted in front yards or on the streets except on normal garbage pickup days.

14. SIGNS: No commercial advertising or display signs shall be permitted within said subdivision except professional signs by licensed real estate brokers. However, the Declarant, or its assigns, may erect such temporary advertising and display signs as may reasonably be required for development and sale of lots.

15. BOATS AND TRAILERS: All boats and travel or utility trailers shall be stored and placed in a garage, carport, or on the rear of the lot.

16. VEHICLES & PARKING: All motor vehicles shall be parked in private driveways or garages. No tractor or tractor-trailer rigs shall be parked in the subdivision. No vehicles of any kind shall be parked on the streets in the subdivision. All mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or in an area not visible from the street. No unlicensed motor vehicle, any inoperable vehicle, or machinery or junk car shall be placed or allowed to remain on any lot within said subdivision at any time.

17. SWIMMING POOLS: No above-ground swimming pools shall be located on the lot.

18. AMENDMENTS: Any amendments or modifications of these covenants must be approved by the Declarant, or their assigns. In addition, the Declarant reserves the right and authority to alter, change and amend these covenants and restrictions without the joinder or approval of any subsequent lot owners, so long as the Declarant has not conveyed all of the lots developed and owned by him located therein.

19. ENFORCEMENT: Enforcement of these restrictive covenants shall be by any proceeding in law or equity against the person violating or attempting to violate any covenant or restriction, either to restrain violators or to recover damages, and against the land to enforce any lien created by these covenants, and failure of the Declarant or the Homeowners

Association created by these covenants, owner to enforce any of the covenants herein shall in no or any owner vent be deemed a waiver of the right to enforce thereafter. Declarant reserves the right and authority to enforce these restrictive covenants until such time as the Declarant has fully developed and sold all of the lots in the subdivision and has vested said rights in writing in the Homeowner's Association. In the event enforcement requires a suit in law or equity, the party violating or attempting to violate any provision of these covenants shall be liable for court costs and reasonable attorneys fees to the party enforcing or seeking to enforce these covenants.

20. INVALIDATION: The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

21. HOMEOWNER'S ASSOCIATION: The Declarant reserves the right to form a Homeowner's Association at any time for the purposes of maintaining the common areas and for any such other lawful purposes as the Declarant desires. Each and every lot owner, by accepting a deed or contract for any Lot in the subdivision agrees to and shall be a member of and be subject to the rules and regulations of the said Association.

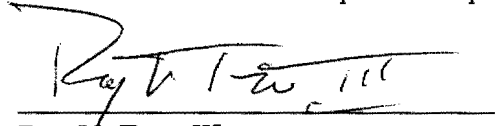
22. ASSIGNMENT: The Declarant reserves the right to assign and transfer any rights, powers and privileges, including any powers of approval created by these covenants to the Homeowner's Association at any time. Any such assignment or transfer shall be by written instrument making specific reference to these covenants and shall be duly recorded in the office of the Register of Deeds of Sampson County.

23. COVENANTS TO RUN WITH THE LAND: All covenants and restrictions shall run with the land and Grantee, by accepting the deed to such premises accepts the same subject to such covenants and restrictions, and agrees for himself, his heirs, administrators and assigns to be bound by each of such covenants and restrictions jointly, separately and severally.

24. DUTIES: These covenants shall continue an run for a period of twenty (20) years from the date of the recording of this instrument. After that they shall be and become automatically extended for an additional twenty (20) years unless in the meanwhile there is entered into, in writing, an agreement, signed by a majority of the owners of lots in the subdivision, and recorded in the Register of Deeds Office declaring these covenants and restrictions terminated. These covenants shall then be extended for an additional twenty (20) year term under the terms and conditions stated above, unless terminated as stated above.

25. APPLICABILITY: These restrictions shall apply to all subdivided numbered lots shown on the aforesaid plats or maps, which lots are for residential purposes only. These restrictions shall not be applicable to any unnumbered lands or land designated on the plat and further, Developer is withholding these parcels for restrictions pursuant to its general scheme of development, the absence of restrictions thereupon being intended to allow Developer maximum flexibility in the determination of the development of such parcels.

IN TESTIMONY WHEREOF, Roy V. Tew, III, General Partner of TEW FARMS, a North Carolina General Partnership has signed this instrument on behalf of the said partnership the day and year first above written.

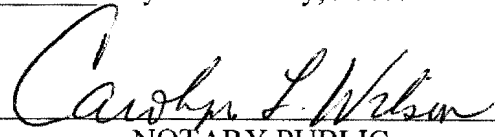


Roy V. Tew, III,
General Partner

NORTH CAROLINA,
HARNETT COUNTY.

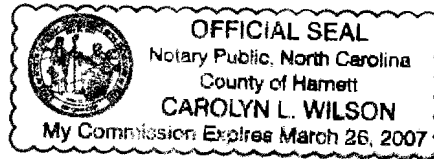
I, CAROLYN L. WILSON , A Notary Public, hereby certify that **TEW FARMS, A North Carolina General Partnership, by and through its General Partner, ROY V. TEW, III**, personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

WITNESS my hand and Notarial Seal, this 5 day of February, 2007.



NOTARY PUBLIC

My commission expires: 3-26-2007



FILED
SAMPSON COUNTY
PAULETTE W. KING
REGISTER OF DEEDS

FILED Sep 04, 2007
AT 02:26:28 pm
BOOK 01682
START PAGE 0069
END PAGE 0071
INSTRUMENT # 06506

BK:01682 PG:0069

Prepared by: Billy R. Godwin, Jr., P.A. 406 West Broad Street, Dunn, N.C. 28334

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

FIRST AMENDMENTS TO DECLARATIONS OF COVENANTS & RESTRICTIONS
FOR "MILL RIDGE SUBDIVISION" PHASES I AND II

THIS FIRST AMENDMENT TO THOSE DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 4th Day of September, 2007, by **TEW FARMS**, a North Carolina General Partnership, with an address of P.O. Box 1308, Dunn, N.C. 28335 and its principal office located in Sampson County, North Carolina, hereinafter called "Declarant",

WINESSETH:

WHEREAS, Declarant is the owner of certain real properties located in Dismal Township, Sampson County, North Carolina known as (i) **Mill Ridge Subdivision Phase I** as recorded in **Book 1613, Page 633** Sampson County Registry, and (i) **Mill Ridge Subdivision Phase II** as recorded in **Book 1659, Page 893**, Sampson County Registry; and

WHEREAS, said original covenants provide in paragraph 19 (as to Phase I) and paragraph 18 (as to Phase II) that the Declarant reserves the right and authority to alter, change and amend these covenants and restrictions without the joinder or approval of any subsequent lot owners, so long as the Declarant has not conveyed all of the lots developed and owned by him located therein; and,

WHEREAS, the said Declarant has not conveyed all of the lots developed and owned by him located in either Phase I or Phase II; and

WHEREAS, Declarant now desires to make certain amendments to the **paragraphs 8 and 13** of the Covenants for **Phase I** and to make certain amendments to the **paragraphs 7 and 12** of the Covenants for **Phase II**;

NOW, THEREFORE, Declarant does hereby amend and modify the aforesaid restrictive covenants as follows:

AS TO PHASE I:

1. By amending paragraph 8 entitled "Upkeep" so that the paragraph now reads as follows:

8. UPKEEP: The exterior of all dwellings shall be maintained in good appearance, and the sites shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. All dead trees and shrubbery shall be removed in a timely manner after notice in writing from the Declarant. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

2. By amending paragraph 13 entitled "Animals" so that the paragraph now reads as follows:

13. ANIMALS: No poultry, fowl or animals other than household pets are allowed on any lot. All outside pets shall be contained in an enclosed area in the rear of the lots at all times when not on a leash in-hand or under strict voice command of lot owner. No more than three (3) pets are allowed per household in said subdivision. Exotic or wild pets are prohibited.

AS TO PHASE II:

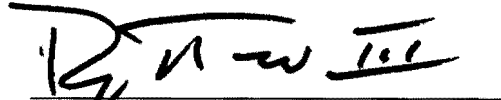
1. By amending paragraph 7 entitled "Upkeep" so that the paragraph now reads as follows:

7. UPKEEP: The exterior of all dwellings shall be maintained in good appearance, and the sites shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. All dead trees and shrubbery shall be removed in a timely manner after notice in writing from the Declarant. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

- 2. By amending paragraph 12 entitled "Animals" so that the paragraph now reads as follows:

12. ANIMALS: No poultry, fowl or animals other than household pets are allowed on any lot. All outside pets shall be contained in an enclosed area in the rear of the lots at all times when not on a leash in-hand or under strict voice command of lot owner. No more than three (3) pets are allowed per household in said subdivision. Exotic or wild pets are prohibited.

IN TESTIMONY WHEREOF, Roy V. Tew, III, General Partner of TEW FARMS, a North Carolina General Partnership has signed this instrument on behalf of the said partnership the day and year first above written.



 Roy V. Tew, III,
 General Partner

NORTH CAROLINA,
 HARNETT COUNTY.

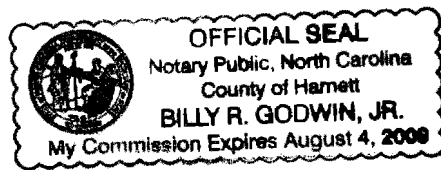
I, BILLY R. GODWIN, Jr., A Notary Public, hereby certify that **TEW FARMS, A North Carolina General Partnership, by and through its General Partner, ROY V. TEW, III,** personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

WITNESS my hand and Notarial Seal, this 4th day of September, 2007.



 NOTARY PUBLIC

My commission expires: 8-4-2009



1731
0433

FILED
SAMPSON COUNTY
ELEANOR N. BRADSHAW
REGISTER OF DEEDS

BK:01731 PG:0433

FILED Jan 22, 2009
AT 10:26:15 am
BOOK 01731
START PAGE 0433
END PAGE 0438
INSTRUMENT # 00321

Prepared by: Billy R. Godwin, Jr., P.A. 111 East Broad Street, Dunn, N.C. 28334

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

SECOND AMENDMENT TO DECLARATIONS OF COVENANTS & RESTRICTIONS
FOR "MILL RIDGE SUBDIVISION" PHASES I AND II

THIS SECOND AMENDMENT TO THOSE DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 19th Day of January, 2009, by **ROY V. TEW, III**, P.O. Box 1308, Dunn, N.C. 28335 hereinafter called "Declarant",

WINESSETH:

WHEREAS, Declarant is the owner of certain real properties located in Dismal Township, Sampson County, North Carolina known as (i) **Mill Ridge Subdivision Phase I** as recorded in **Book 1613, Page 633** Sampson County Registry, and (i) **Mill Ridge Subdivision Phase II** as recorded in **Book 1659, Page 893**, Sampson County Registry; and

WHEREAS, **Mill Ridge Subdivision Phase I** is subject to those **restrictive covenants** recorded in **Book 1613, Page 633**, as amended in **Book 1682, Page 69**, Sampson County Registry; and, **Mill Ridge Subdivision, Phase II** is subject to those **restrictive covenants** recorded in **Book 1659, Page 893**, as amended in **Book 1682, Page 69**, Sampson County Registry; and,

WHEREAS, Declarant, by that **Assignment of Declarant's Rights in Declarations of Covenants & Restrictions for "Mill Ridge Subdivision" Phases I and II** recorded in Book 1731, Page 430, Sampson County Registry, has ascended to all rights, entitlements, and privileges, including the right to unilaterally amend these covenants, as set out in the original

covenants; and

WHEREAS, said original covenants provide in paragraph 19 (as to Phase I) and paragraph 18 (as to Phase II) that the Declarant reserves the right and authority to alter, change and amend these covenants and restrictions without the joinder or approval of any subsequent lot owners, so long as the Declarant has not conveyed all of the lots developed and owned by him located therein; and,

WHEREAS, the said Declarant has not conveyed all of the lots developed and owned by him located in either Phase I or Phase II; and

WHEREAS, Declarant now desires to make certain amendments to the following paragraphs of the respective covenants as set out below:

NOW, THEREFORE, Declarant does hereby amend and modify the aforesaid restrictive covenants as follows to become effective January 1, 2009:

AS TO PHASE I:

1. By amending paragraph 5 entitled "Utilities" so that the paragraph now reads as follows:

5. **UTILITIES:**

- A. Utility services to all dwellings shall be underground. All easements or rights-of-way for the installation and maintenance of all utilities and drainage facilities are reserved by Declarant. All lots are subject to such easements for natural gas, water, sewer, cable, electricity and drainage as reasonably necessary to provide the benefits of such easements to all lots within the subdivision.

- B. Declarant hereby states his intention to enter into a contract with *Piedmont Natural Gas* (Piedmont) whereby *Piedmont* will install such gas lines and other infrastructure as necessary to bring direct natural gas service to all lots within the subdivision. Accordingly, **beginning January 1, 2009**, any new construction on any lots subject to these covenants will be required to utilize the services of *Piedmont* for purposes of (i) **Primary Central Heating**, and (ii) **Water Heating**.

- C. Any owner desiring to use other sources for primary central heating and/or water heating may request, in writing, an exemption from Declarant from the provisions of this paragraph. Declarant may but is not required to, grant such an exemption. Declarant in his discretion, reserves the right to

grant an exemption for such consideration as he deems adequate. The election by Declarant to from time to time grant such exemptions while denying others shall not be deemed to be a waiver or abrogation of his rights to enforce the provisions of this paragraph.

D. After January 1, 2009, except as provided below, no propane tanks may be located on any properties within this subdivision provided however, that this restriction shall not apply to improved lots in existence prior to January 1, 2009 that were being served by propane gas through permanent - above ground - propane tanks. These existing tanks must continue to be located on the side or rear of the lot and must be appropriately screened from street view. Nothing herein is intended to prohibit portable propane tanks used for other outdoor gas grills or other similar recreational uses.

2. By amending paragraph 8 entitled "Upkeep" so that the paragraph now reads as follows:

8. UPKEEP:

A. The exterior of all dwellings shall be maintained in good appearance, and the sites shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. All dead trees and shrubbery shall be removed in a timely manner after notice in writing from the Declarant. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

B. No ornamental pear trees including but not limited to "Bradford" Pear trees shall be planted within the subdivision. Nothing herein is intended to prohibit the planting of any fruit bearing pear trees however.

3. By adding pargaraph 8.1 entitled "Common Areas" to read as follows:

8.1 COMMON AREAS: The Common Areas of the subdivision, including but not limited to the Gazebo, are for the use and enjoyment of owners of Mill Ridge Farms Phases I and II and their guests. Notwithstanding, it is the duty of each owner to utilize the common areas in a responsible manner and to remove all trash, refuse, and other debris that they may generate during any such use. Likewise, each owner does hereby indemnify and hold harmless Declarant, his heirs, successors, and assigns, for any and all damage, including death or bodily injury, that owners or their guests incur due to their own negligence.

4. By amending the last sentence of **paragraph 10** entitled "**Exterior Fixtures & Mailboxes**" so that the last sentence thereof now reads "All mailboxes shall be purchased from the Declarant at the time of closing."

AS TO PHASE II:

1. By amending paragraph 4 entitled "Utilities" so that the paragraph now reads as follows:

4. UTILITIES:

A. Utility services to all dwellings shall be underground. All easements or rights-of-way for the installation and maintenance of all utilities and drainage facilities are reserved by Declarant. All lots are subject to such easements for natural gas, water, sewer, cable, electricity and drainage as reasonably necessary to provide the benefits of such easements to all lots within the subdivision.

B. Declarant hereby states his intention to enter into a contract with *Piedmont Natural Gas* (Piedmont) whereby *Piedmont* will install such gas lines and other infrastructure as necessary to bring direct natural gas service to all lots within the subdivision. Accordingly, **beginning January 1, 2009**, any new construction on any lots subject to these covenants will be required to utilize the services of *Piedmont* for purposes of (i) **Primary Central Heating**, and (ii) **Water Heating**.

C. Any owner desiring to use other sources for primary central heating and/or water heating may request, in writing, an exemption from Declarant from the provisions of this paragraph. Declarant may but is not required to, grant such an exemption. Declarant in his discretion, reserves the right to grant an exemption for such consideration as he deems adequate. The election by Declarant to from time to time grant such exemptions while denying others shall not be deemed to be a waiver or abrogation of his rights to enforce the provisions of this paragraph.

D. After January, 1, 2009, except as provided below, no propane tanks may be located on any properties within this subdivision provided however, that this restriction shall not apply to improved lots in existence prior to January 1, 2009 that were being served by propane through permanent - above ground - propane tanks. These existing tanks must continue to be located on the side or rear of the lot and must be appropriately screened from street view. Nothing herein is intended to prohibit portable propane tanks

used for other outdoor gas grills or other similar recreational uses.

- 2. By amending paragraph 7 entitled "Upkeep" so that the paragraph now reads as follows:

7. UPKEEP:

A. The exterior of all dwellings shall be maintained in good appearance, and the sites shall be kept clean, neat and free from litter at all times and the grass and yard shall be kept clean and mowed. All dead trees and shrubbery shall be removed in a timely manner after notice in writing from the Declarant. In the event that a lot is not properly maintained, the Declarant reserves the right to mow, cut and clean the lot and charge lot owner for these services, and said charge shall be a lien against the property.

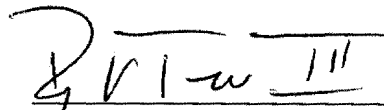
B. No ornamental pear trees including but not limited to "Bradford" Pear trees shall be planted within the subdivision. Nothing herein is intended to prohibit the planting of any fruit bearing pear trees however.

- 3. By adding pargaraph 7.1 entitled "Common Areas" to read as follows:

7.1 COMMON AREAS: The Common Areas of the subdivision, including but not limited to the Gazebo, are for the use and enjoyment of owners of Mill Ridge Farms Phases I and II and their guests. Notwithstanding, it is the duty of each owner to utilize the common areas in a responsible manner and to remove all trash, refuse, and other debris that they may generate during any such use. Likewise, each owner does hereby indemnify and hold harmless Declarant, his heirs, successors, and assigns, for any and all damage, including death or bodily injury, that owners or their guests incur due to their own negligence.

- 4. By amending the last sentence of **paragraph 9** entitled "**Exterior Fixtures & Mailboxes**" so that the last sentence thereof now reads "All mailboxes shall be purchased from the Declarant at the time of closing."

IN TESTIMONY WHEREOF, Roy V. Tew, III, has signed this instrument as the Declarant day and year first above written.

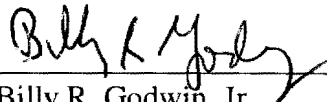


Roy V. Tew, III,

NORTH CAROLINA,
HARNETT COUNTY.

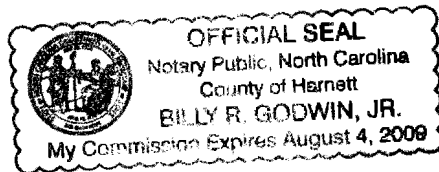
I, Billy R. Godwin, Jr., certify that the following person(s) personally appeared before me this day and acknowledged the that he voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: **ROY V. TEW**.

WITNESS my hand and Notarial Seal, this 19th day of January 2009.



Billy R. Godwin, Jr.,
NOTARY PUBLIC

My commission expires: 8-4-2009



FILED
SAMPSON COUNTY
ELEANOR N. BRADSHAW
REGISTER OF DEEDS

FILED Jun 10, 2014
AT 11:12:37 am
BOOK 01890
START PAGE 0295
END PAGE 0297
INSTRUMENT # 02755

Prepared by: Billy R. Godwin, Jr., P.A. 111 East Broad Street, Dunn, N.C. 28334

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

THIRD AMENDMENT TO DECLARATIONS OF COVENANTS & RESTRICTIONS
FOR "MILL RIDGE SUBDIVISION" PHASES I AND II

THIS THIRD AMENDMENT TO THOSE DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 9th Day of June, 2014, by **ROY V. TEW, III**, P.O. Box 1308, Dunn, N.C. 28335 hereinafter called "Declarant",

WINESSETH:

WHEREAS, Declarant remains the owner of certain real properties located in Dismal Township, Sampson County, North Carolina located in (i) **Mill Ridge Subdivision Phase I** as recorded in **Map Book 56, Page 53** Sampson County Registry, and located in (i) **Mill Ridge Subdivision Phase II** as recorded in **Map Book 60, Page 8**, Sampson County Registry; and

WHEREAS, **Mill Ridge Subdivision Phase I** is subject to those **restrictive covenants** recorded in **Book 1613, Page 633**, as amended in **Book 1682, Page 69**, and in **Book 1731, Page 433**, Sampson County Registry; and, **Mill Ridge Subdivision, Phase II** is subject to those **restrictive covenants** recorded in **Book 1659, Page 893**, as amended in **Book 1682, Page 69**, and in **Book 1731, Page 433**, Sampson County Registry; and,

WHEREAS, Declarant, by that **Assignment of Declarant's Rights in Declarations of Covenants & Restrictions for "Mill Ridge Subdivision" Phases I and II** recorded in **Book 1731, Page, 430**, Sampson County Registry, has ascended to all rights, entitlements, and

privileges, including the right to unilaterally amend these covenants, as set out in the original covenants; and

WHEREAS, said original covenants provide in paragraph 19 (as to Phase I) and paragraph 18 (as to Phase II) that the Declarant reserves the right and authority to alter, change and amend these covenants and restrictions without the joinder or approval of any subsequent lot owners, so long as the Declarant has not conveyed all of the lots developed and owned by him located therein; and,

WHEREAS, the said Declarant has not conveyed all of the lots developed and owned by him located in either Phase I or Phase II; and

WHEREAS, Declarant now desires to make certain amendments to the following paragraphs of the respective covenants as set out below:

NOW, THEREFORE, Declarant does hereby amend and modify the aforesaid restrictive covenants as follows to become effective immediately:

AS TO PHASE I:

1. **As to Lot (1) and Lot (14) only.** By amending paragraph 7 entitled "Type of Dwelling" so that the paragraph now reads as follows:

7. TYPE OF DWELLING: No dwelling shall be erected, placed, or permitted to remain on any lot or parcel other than one detached, single family dwelling with a minimum finished heated living area of **1500 square feet** excluding any garages. Developer reserves the right to allow a **FIVE PERCENT (5%)** variance in finished living area. All other dwellings as well as construction plans shall be approved by said Declarant, in its sole discretion, prior to the construction or placement of any structures in the subdivision. No mobile homes, manufactured homes of any class, or, modular homes - whether on frame or off frame - shall be located on any lot in this subdivision.

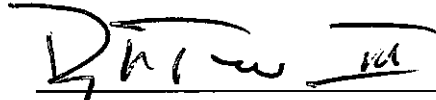
The above amendment applies only to Lot (1) and Lot (14).

2. As to all lots in Phase I: By deleting paragraph 4.B *in its entirety* (the requirement that construction begin within 18 months of closing and be completed within one year of starting).

AS TO PHASE II:

- 1. As to all Lots: By deleting paragraph 3.B *in its entirety* (the requirement that construction begin within 18 months of closing and be completed within one year of starting).

IN TESTIMONY WHEREOF, Roy V. Tew, III, has signed this instrument as the Declarant day and year first above written.



 Roy V. Tew, III,

NORTH CAROLINA,
HARNETT COUNTY.

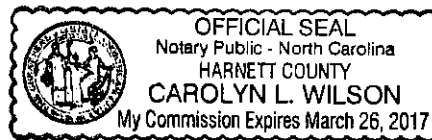
I, Billy R. Godwin, Jr., certify that the following person(s) personally appeared before me this day and acknowledged the that he voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: **ROY V. TEW, III.**

WITNESS my hand and Notarial Seal, this 9 day of June 2014.



 Carolyn L. Wilson
 NOTARY PUBLIC

My commission expires: 3-26-17



FILED ELECTRONICALLY
SAMPSON COUNTY NC
ELEANOR N. BRADSHAW

FILED Jan 25, 2017
AT 10:58:47 AM
BOOK 01965
START PAGE 0952
END PAGE 0954
INSTRUMENT # 00373
EXCISE TAX \$0.00

Prepared by: P. Tilghman Pope, 403 W. Broad Street, Dunn, N.C. 28334

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

FOURTH AMENDMENT TO DECLARATIONS OF COVENANTS & RESTRICTIONS
FOR "MILL RIDGE SUBDIVISION" PHASES I AND II

THIS FOURTH AMENDMENT TO THOSE DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 24th Day of January, 2017, by ROY V. TEW, III, P.O. Box 1308, Dunn, N.C. 28335 hereinafter called "Declarant."

WINESSETH:

WHEREAS, Declarant remains the owner of certain real properties located in Dismal Township, Sampson County, North Carolina located in (i) **Mill Ridge Subdivision Phase I** as recorded in **Map Book 86, Page 55**, Sampson County Registry, and located in (i) **Mill Ridge Subdivision Phase II** as recorded in **Map Book 84, Page 26**, Sampson County Registry; and

WHEREAS, Mill Ridge Subdivision Phase I is subject to those restrictive covenants recorded in **Book 1613, Page 633**, as amended in **Book 1682, Page 69**, in **Book 1731, Page 433**, and in **Book 1890, Page 295**, Sampson County Registry; and, Mill Ridge Subdivision, Phase II is subject to those restrictive covenants recorded in **Book 1659, Page 893**, as amended in **Book 1682, Page 69**, in **Book 1731, Page 433**, and in **Book 1890, Page 295**, Sampson County Registry; and,

WHEREAS, Declarant, by that **Assignment of Declarant's Rights in Declarations of Covenants & Restrictions for "Mill Ridge Subdivision" Phases I and II** recorded in **Book 1731 , Page, 430**, Sampson County Registry, has ascended to all rights, entitlements, and

privileges, including the right to unilaterally amend these covenants, as set out in the original covenants; and

WHEREAS, said original covenants provide in paragraph 19 (as to Phase I) and paragraph 18 (as to Phase II) that the Declarant reserves the right and authority to alter, change and amend these covenants and restrictions without the joinder or approval of any subsequent lot owners, so long as the Declarant has not conveyed all of the lots developed and owned by him located therein; and,

WHEREAS, the said Declarant has not conveyed all of the lots developed and owned by him located in either Phase I or Phase II; and

WHEREAS, Declarant now desires to make certain amendments to the following paragraphs of the respective covenants as set out below:

NOW, THEREFORE, Declarant does hereby amend and modify the aforesaid restrictive covenants as follows to become effective immediately:

AS TO PHASE I:

1. By deleting the sentence "*All home foundations shall be brick.*" in paragraph 4.C. The remainder of paragraph 4.C. shall remain in full force and effect and is not amended further.
2. By adding to **Paragraph 22. Homeowner's Association:** The Declarant will form one Homeowner's Association that will govern all Phases of Mill Ridge Subdivision.

AS TO PHASE II:

1. Declarant desires to incorporate and does hereby incorporate certain lots into Phase II, more specifically described as **Lots 1 and 2 of Map Book 94, Page 30, Sampson County Registry.** Said Lots are subject to all Restrictive Covenants pertaining to Mill Ridge, Phase II as set forth in the preambles.
2. By deleting the sentence "*All home foundations shall be brick.*" in paragraph 3.C. The remainder of paragraph 3.C. shall remain in full force and effect and is not amended further.
3. By adding to **Paragraph 21. Homeowner's Association:** The Declarant will form one Homeowner's Association that will govern all Phases of Mill Ridge Subdivision.

IN TESTIMONY WHEREOF, the Declarant, Roy V. Tew, III, has signed this instrument as the Declarant the day and year first above written.

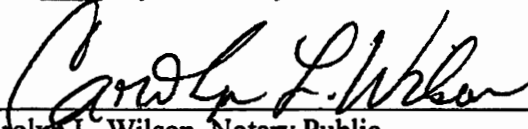


Roy V. Tew, III

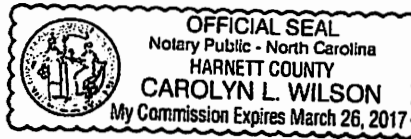
NORTH CAROLINA,
HARNETT COUNTY.

I, Carolyn L. Wilson, certify that the following person(s) personally appeared before me this day and acknowledged that he voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: **ROY V. TEW, III.**

WITNESS my hand and Notarial Seal, this 24 day of January, 2017.



Carolyn L. Wilson, Notary Public
My commission expires: 3-26-17



FILED ELECTRONICALLY
SAMPSON COUNTY NC
ELEANOR N. BRADSHAW

FILED	Jun 16, 2017
AT	09:09:27 AM
BOOK	01977
START PAGE	0572
END PAGE	0594
INSTRUMENT #	03153
EXCISE TAX	\$0.00

Prepared By and Return To:
Holden Reaves, Esq.
Reaves Law, PLLC
P.O. Box 53187
Fayetteville, NC 28305

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS & RESTRICTIONS
FOR MILL RIDGE SUBDIVISION PHASES I AND II**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS & RESTRICTIONS FOR MILL RIDGE SUBDIVISION PHASES I AND II (this "Amendment") is made and entered into as of the date set forth in the below notary acknowledgment by **Roy V. Tew, III** (the "Declarant").

H&H Constructors of Fayetteville, LLC, a North Carolina limited liability company ("H&H Constructors"), joins in the execution of this Amendment for the purpose of providing its consent to the provisions contained herein.

WITNESSETH:

WHEREAS, Tew Farms, a North Carolina general partnership, previously executed that certain Declaration of Covenants and Restrictions for Mill Ridge recorded in Book 1613, Page 633 [Phase I] and that certain Declaration of Covenants and Restrictions for Mill Ridge [Phase II] in Book 1659, Page 893, said instruments having been amended by First Amendment recorded in Book 1682, Page 69, Assignment of Declarant Rights recorded in Book 1731, Page 430 [whereas all Declarant rights were transferred from Tew Farms to Declarant]; Second Amendment recorded in Book 1731, Page 433; Third Amendment recorded in Book 1890, Page 295; and Fourth Amendment recorded in Book 1965, Page 952 (the "Fourth Amendment"), all Sampson County, NC Registry (together, the "Declaration");

WHEREAS, the Declaration applies to those certain thirty-one (31) residential lots (each a "Lot" and together, the "Lots") and other acreage that comprise the Mill Ridge residential subdivision, as presently shown on those certain plats recorded in Map Book 56, Page 24; Map Book 60, Page 8; and Map Book 94, Page 30, aforesaid Registry (together, the plats may be

submitted electronically by "Reaves Law, PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Sampson County Register of Deeds.

hereinafter referred to as the "Plat", and together, the Lots and other acreage shown thereon may be hereinafter referred to as the "Subdivision");

WHEREAS, the Declaration provides that Declarant reserves the express right and authority to alter, change and amend the Declaration without joinder or approval of any subsequent Lot owners, so long as Declarant has not conveyed all of the Lots developed and owned by him located therein;

WHEREAS, Declarant continues to own Lots in the Subdivision and has not yet conveyed all of the Lots developed and owned by him;

WHEREAS, the Declaration also reserved the express right of the Declarant to form a homeowners' association at any time for the purpose of maintaining the common areas and for any such other lawful purpose as the Declarant desires; and each and every Lot owner, by accepting a deed or contract for any Lot in the Subdivision, agrees to and shall be a member of and be subject to the rules and regulations of such Association [and whereas in the Fourth Amendment, the Declarant further stated its intent to indeed form such homeowners' association];

WHEREAS, the Declarant desires to incorporate into the Declaration standard provisions regarding the new homeowners' association, membership therein, and rules and regulations related thereto, which shall be binding upon each and every Lot owner;

WHEREAS, the Declarant desires to further amend the Declaration pursuant to its rights as reserved therein; and

WHEREAS, the Declarant hereby amends the Declaration, as follows:

NOW, THEREFORE, pursuant to his rights as reserved in the Declaration, and for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. The Declarant reserves the right to unilaterally annex additional land (that is adjacent to the Subdivision) as future sections of the Subdivision (in addition to the Lots as shown on the Plat), as the same may be developed from time to time by the Declarant, except that any such future sections of the Subdivision shall become subject to this Declaration only from and after the recording of a plat for any such future section and the recording of an amendment to this Declaration, which expressly makes any such new section subject to the terms of this Declaration. Any such amendment may contain such complementary additions and/or modifications of the covenants and restrictions contained herein as may be necessary or convenient, in the sole judgment of Declarant. Notwithstanding anything to the contrary herein, Declarant reserves the right to transfer this continuing declarant right to H&H Constructors (and/ or any affiliate of H&H

Constructors). This right shall expressly survive the expiration or termination of the Period of Declarant Control (as defined hereinbelow).

2. Notwithstanding anything in the Declaration to the contrary, it is agreed that Declarant may no longer unilaterally amend the Declaration without the written consent of H&H Constructors.
3. The Subdivision shall be considered a "planned community" as such term is defined within the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes) (the "North Carolina Planned Community Act"). To the extent that the terms of this Declaration violate or conflict with the terms of the North Carolina Planned Community Act, then the requirements of the North Carolina Planned Community Act shall control. To the extent that the terms of this Declaration is silent (or does not address) a particular issue, then the terms of the North Carolina Planned Community Act shall control with respect to any such issue.
4. With regard to the existing restrictions on "Animals " (as contained in Paragraph 13 of "Phase I" and as contained in Paragraph 12 of "Phase II" – see First Amendment in Book 1682, Page 69), the following sentence is hereby added:

"Dangerous dogs are prohibited."

5. The following new Section 25 is hereby added to the Declaration, as follows:

"25. Definitions. The Association. Membership and Voting Rights. Common Property. Maintenance Assessments. Functions of Association.

Definitions:

- (a) "Association" shall mean and refer to Mill Ridge Owners Association, Inc., a North Carolina non-profit corporation;
- (b) "Board" or "Board of Directors" shall mean those persons elected or appointed as the board of directors of the Association;
- (c) "Bylaws" shall mean and refer to the adopted bylaws of Mill Ridge Owners Association, Inc, a copy of which are attached hereto as Exhibit A;
- (d) "Common Property" shall mean and refer to any open space or other acreage in or adjacent to the Subdivision in which the Association becomes the record owner. The term Common Property shall also include any personal property acquired by the Association for the benefit of the Subdivision, if any. All Common Property shall be utilized for the common use and enjoyment of the Owners, their families, tenants, and guests, subject to any rules and regulations adopted by the Association;
- (e) " Common Expenses" shall mean and include:

- (1) Expenses of maintaining, improving, and repairing the Common Property, including but not limited to, yard and landscaping, all signage located thereon, and amenities located thereon;
 - (2) Expenses declared to be common expenses by the provisions of this Declaration or by the provisions of the Bylaws;
 - (3) Any liability or other insurance premiums as the Declaration or the Bylaws may require the Association to purchase, or as the Association may deem appropriate to purchase in its fiduciary discretion;
 - (4) Ad valorem taxes and any public assessment charges which may be lawfully levied against any Common Property, if any;
 - (5) Any other expenses determined by the Board, or voted upon and approved by the Owners, to be common expenses of the Association;
- (f) "Member" shall refer to membership in the Association, and shall include the Declarant (and its designated officers, employees or agents) and all Lot owners;
- (g) "Period of Declarant Control" means the period commencing on the date hereof and continuing until the later of (i) one (1) year after the Declarant no longer owns a Lot, or (ii) Declarant no longer owns any land (regardless of when acquired) which Declarant may annex into the Subdivision at a later time [it being agreed that such Period of Declarant Control shall not expire in such context until Declarant no longer owns a future/ annexed lot in the Subdivision]. The above notwithstanding, the Declarant may voluntarily terminate such Period of Declarant Control at any time by recording a memorandum evidencing same in the local Registry.

The Association – Membership and Voting Rights:

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

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

If any Lot is titled in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenancy by the entireties, or in any other manner of joint or common ownership, then any such joint or common owners are entitled to one (1) collective vote for such Lot; and said joint or common owners must unanimously agree on how to cast said one (1) vote in order for said vote to be cast on behalf of said Lot. The Association may conclusively rely upon any one (1) of the joint or common owners of any such Lot with respect to determining how the one (1) vote is intended to be cast for any such Lot, as long as the acting officers of the Association do not have actual knowledge that there is a dispute with respect to how such vote should be cast. If there is a dispute that cannot be timely resolved by the joint or common owners of any such Lot (amongst themselves), then the Association shall have the authority, in its sole discretion, to disqualify any such Lot from casting its vote, such that the Association may conduct its business in a timely manner.

Section 3. *Composition of Board.* The Association shall be governed by a Board of Directors, as set forth in the Bylaws. The Declarant shall have the right to appoint and remove all members of the Board of Directors (and to appoint and remove all officers of the Association) during the Period of Declarant Control.

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

Property Rights in Common Property:

Section 1. *Members' Easement of Enjoyment in Common Property.* Subject to the provisions of this Declaration, any additional rules and regulations enacted by the Association, and any fees or charges established by the Association, every Member and every tenant and guest of such Member shall have a right of easement of enjoyment (including the right of ingress, egress and regress) in, over, and upon the Common Property and such easement shall be appurtenant to and shall pass with the title of every Lot.

Section 2. *Title to Common Property.* The Declarant covenants for itself, its successors or assigns, that it shall convey any platted Common Property to the Association prior to, or promptly after the expiration of, the Period of Declarant Control. The Common Property shall be conveyed to the Association subject to all easements, restrictions, covenants, and conditions of record as of the date of such conveyance, including the terms of this Declaration.

Covenants for Maintenance Assessments:

Section 1. *Creation of the Lien and Personal Obligation of Assessments.* Each

Owner of a Lot is deemed to covenant and agree to pay to the Association periodic assessments (to be paid annually, or as otherwise determined in the discretion of the Association) which are for Common Expenses. All assessments, together with interest and costs, and reasonable attorneys' fees for collection, shall be a charge on the land and shall be a continuing lien upon each and every Lot. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due. The personal obligation for the delinquent assessments shall not pass to an Owner's successors in title unless such delinquent assessments are expressly assumed by them; however, any lien as referenced above shall run with the title to each Lot.

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

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

Section 3. *Amount of Assessment.*

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

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

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

Section 4. *Uniform Rate of Assessment.* Both periodic and special assessments must be fixed at a uniform rate for all Lots, except as may be otherwise provided elsewhere herein.

Section 5. *Date of Commencement of Initial Annual Assessments; Due Dates.*

The annual assessments provided for herein shall commence as to all Lots on as of January 1, 2018. The due dates shall be established in the discretion of the Association.

All builders shall be exempt from paying assessments on any Lot in which they intend to construct a single family home for sale to a third-party buyer; however, such builder exemption shall expire upon the earlier to occur of (i) the sale of such Lot to a third-party buyer, or (ii) two (2) years from the builder's purchase of such Lot, at which time assessments shall commence to accrue upon such Lot (and become due and payable).

Section 6. *Effect of Nonpayment of Assessments; Remedies of the Association.* Subject to the provisions of the North Carolina Planned Community Act, any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall bear interest from the date in which said assessment became delinquent at the rate of one and a half percent (1.5%) per month (or, 18% per year) (subject to a higher or lower rate of interest, as may be subsequently approved by the Association, and in accordance with applicable laws). In addition to charging interest on any delinquent assessment, the Association may impose the maximum fee for late payment of assessments, as allowed by the North Carolina Planned Community Act. The Association may bring an action at law against the owner personally obligated to pay the same for the amount of the delinquent assessment (plus interest, costs, late payment charges, and reasonable attorneys' fees), or the Association may foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Property or abandonment of his/her Lot.

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

Section 7. *Subordination of the Lien to Mortgages and Ad Valorem Taxes.* The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage lender and the lien for ad valorem taxes on any Lot. The sale or transfer of any Lot shall not affect any assessment lien, and such lien shall run with title to any Lot against to which any such lien has attached. However, the sale or

transfer of any Lot pursuant to a mortgage foreclosure or a tax foreclosure, or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer, but shall not abate the personal obligation of the prior owner. No sale or transfer shall relieve such Lot from liability for any assessments becoming due after such sale or transfer, or from the lien thereof.

Functions of Association:

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

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

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

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

(d) to provide for all necessary administrative services, including but not limited to acquiring liability insurance on Common Property (as required or desired); handling legal matters, accounting and financial matters; providing communication services (including, but not limited to providing notices of meetings, activities, and other matters); and handling payment of expenses;

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

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

(g) upon the termination of the Period of Declarant Control, the Association shall be authorized, and is hereby fully empowered by the Declarant and this Declaration, to mow, cut and clean any Lot, in the event the Lot is not properly maintained, and charge the Lot owner for these services, and said charge shall be a lien against the Lot.

Section 2. *Information.* The Association shall make available to all Owners (and their mortgage lenders, upon request), a current copy of this Declaration, any amendments to this Declaration, a current copy of the Bylaws of the Associations (and any amendments thereto), any published rules and regulations of the Association (if any), as well as the books, records and financial statements of the Association.

"Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances, as appropriate. The cost of reproduction of such documents shall be paid by the requesting party.

6. Except as specifically amended herein, the Declaration remains unchanged and in full force and effect, and the Declarant by its execution hereof, hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms that are not specifically defined herein shall have the meanings attributed to them in the Declaration.

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

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth in the below notary acknowledgment.

DECLARANT:

[Handwritten Signature]
Roy V. Tew, III

STATE OF NORTH CAROLINA

COUNTY OF Camden

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Roy V. Tew, III, in his individual capacity.

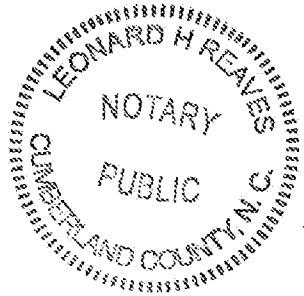
Date: 6-15-2017

Official Signature of Notary: [Handwritten Signature]

Notary's Printed Name: Leonard H. Reaves

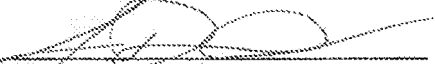
My commission expires: My Commission Expires August 25, 2019

[Affix Notary Seal or Stamp]



CONSENTED TO BY:

H&H Constructors of Fayetteville, LLC

By: 

Print Name: Jack R. Rostetter

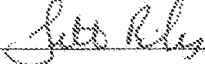
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jack R. Rostetter, in his capacity as Manager of H&H Constructors of Fayetteville, LLC, a North Carolina limited liability company.

Date: 15 June 2017

Official Signature of Notary: 

Notary's Printed Name: Jill Riley

My commission expires: 8-3-2020

[Affix Notary Seal or Stamp]

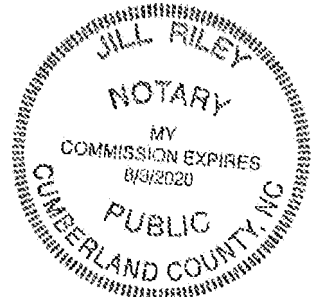


EXHIBIT A

**BYLAWS
OF
MILL RIDGE OWNERS ASSOCIATION, INC.**

ARTICLE I.
BUSINESS ADDRESS

The initial business address of Mill Ridge Owners Association, Inc. (the "Association") shall be 7656 Plainview Highway, Dunn, NC 28334. The business address may be changed by the Board of Directors of the Association in its discretion, or, upon approval of the membership for any reason.

ARTICLE II.
MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is a record owner of a fee or undivided fee interest in any of the lots (the "Lots") in any phase of Mill Ridge residential subdivision (the "Subdivision"), in Sampson County, North Carolina, shall be a member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and may not be separated from such ownership.

ARTICLE III.
PURPOSES OF THE ASSOCIATION

The purposes and duties of the Association shall be:

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

No part of the net earnings of the Association shall inure to the benefit of its members,

the members of its Board of Directors or its officers, or to any other person, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the above stated purposes.

ARTICLE IV.
ASSESSMENTS

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

ARTICLE V.
MEETINGS OF MEMBERS

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

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

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

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

Section 4. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors of the Association, or upon the written request of not less than ten percent (10%) of the members.

Section 5. Notice of Meetings. Written notice of the meeting shall be delivered not less than ten (10) nor more than sixty (60) days (unless otherwise provided in the Declaration) before the date of any members' meeting, either personally, by mail, or by electronic mail over the internet, by or at the direction of the President, the Secretary, or other person calling the meeting, to each member of record. The notice shall state the time and place of the meeting and shall also state the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes and any proposal to remove an officer/director. If mailed, such shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her address as it appears on the record of members of the Association, with postage thereon prepaid. If sent by electronic mail over the internet, such shall be deemed to be delivered when sent by electronic email to an electronic mailing address designated in writing by the Lot owner. It shall be the responsibility of the individual members to keep the Secretary informed of their current addresses. In the absence of instructions from an individual member as to his/her address, the Secretary shall be entitled to rely on the most recent records of the Sampson County Tax Collector to determine the addresses of the owner(s) of a Lot. The notice of meeting must state the time and place of the meeting and all items on the agenda for the meeting.

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 6. Voting Rights. On matters of the Association's business submitted to vote of the membership, there shall be one (1) vote per Lot, regardless of the number of owners of a Lot. At any annual meeting, substitute annual meeting, or special meeting of members, thirty percent (30%) of the Lots (represented either in person or by proxy) shall constitute a quorum for the purposes of submitting any matter to a vote. Except as otherwise provided by the Declaration, Chapter 47F of the North Carolina General Statutes, or these Bylaws, all matters submitted to a vote at any meeting held in accordance with these Bylaws shall be decided by a simple majority of the total votes cast. In the event that business cannot be conducted at any meeting because a quorum is not present, the provisions of Chapter 47F-3-109 (or other pertinent provision of the Planned Community Act) shall control with respect to imposing a lesser quorum requirement for the rescheduled meeting after adjournment of the original meeting due to lack of a quorum.

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

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

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

ARTICLE VI. BOARD OF DIRECTORS

Section 1. Purpose, Number and Term of Office. The business and affairs of the Association shall be managed by a Board of Directors of at least three (3) individuals, who shall be entitled to act on behalf of the Association. The Board of Directors shall be appointed by Roy V. Tew, III (the "Declarant") during the Period of Declarant Control (as defined in the Declaration). At the first meeting of the membership of the Association following the termination of the Period of Declarant Control, the members of the Board of Directors shall be elected by the membership of the Association and those persons who receive the highest number of votes at a meeting at which a quorum is present shall be elected. Each member of the Board of Directors shall hold office until his/her death, disability, resignation or removal, or until the expiration of his/her term and the election of his/her successor. All Directors elected by the membership of the Association must be Lot owners. Notwithstanding anything to the contrary herein, during the Period of Declarant Control, all Directors need not be Lot owners, and the number of directors may be less than three (3) individuals, in the sole discretion of Declarant.

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

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

B. The Board will adopt a proposed budget for the Association to be approved or rejected by the membership of the Association at its annual meeting. The proposed budget shall be adopted at a meeting of the Board to be held prior to the annual meeting of the membership of the Association. A summary of the proposed budget,

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

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

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

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

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

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

ARTICLE VII. MEETINGS OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

ARTICLE VIII OFFICERS

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

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

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

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

Section 5. Secretary. The Secretary shall: (a) keep minutes of the meetings of members, of the Board of Directors and of all Executive Committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association (if a stamp seal exists), and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized and mandated; (d) be authorized to certify and oversee the recordation of amendments to the Declaration on behalf of the Association; (e) keep a register of the post office address and/or electronic mail addresses of each member which shall be furnished to the Secretary by such member; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

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

by the President or by the Board of Directors.

ARTICLE IX.
CONTRACTS, LOANS, CHECKS, AND DEPOSITS

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

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts or other orders for the payment of money, issued in the name of the Association, shall be signed by the President or the Treasurer of the Association.

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

ARTICLE X
ADJUDICATORY PANEL

Section 1. Appointment of Adjudicatory Panel. The Board of Directors shall, not less than annually, appoint an Adjudicatory Panel of not less than three (3) individuals, all of whom shall be residents of the Subdivision. Members of the Board shall be eligible to serve as members of the Adjudicatory Panel. Members of the Adjudicatory Panel shall be appointed to one-year terms, and each member shall sit until his/her death, disability, resignation or removal, or until the expiration of his/her term and the appointment of his/her successor. During the Period of Declarant Control, the Declarant shall serve as the Adjudicatory Panel, unless Declarant desires to appoint one or more individuals to serve in such role (it being understood that the number of individuals may be less than three (3) if Declarant decides to appoint them during the Period of Declarant Control).

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

ARTICLE XI.
INDEMNIFICATION

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

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

Any person who at any time after the adoption of this bylaw serves or has served as an officer, member of the Board of Directors and/or member of the Adjudicatory Panel of the Association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

ARTICLE XII
SECTION 528 STATUS

The Association shall elect and shall be managed in such fashion as to maintain tax-exempt status under Section 528 of the Internal Revenue Code of 1986 (the "IRC") and/ or any other pertinent section of the IRC (applicable to non-profit residential homeowners associations). The Association shall not carry on any activities prohibited by an Association electing tax-exempt status under Section 528 and/ or other pertinent section of the IRC.

ARTICLE XIII
AVAILABILITY OF DOCUMENTS

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

ARTICLE XIV
GENERAL PROVISIONS

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

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

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

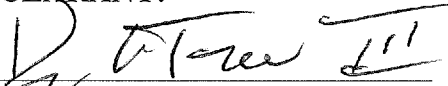
Section 4. Conflicts. In the event of any conflict between the terms and provisions of these Bylaws and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall control.

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

[The Remainder of This Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, the foregoing were adopted as the Bylaws of The Mill Ridge Owners Association, Inc. as of the 15 day of June, 2017.

DECLARANT:



Roy Y. Tew, III

[Adopted during Period of Declarant Control]

EXHIBIT A-1

(Form of Proxy)

The undersigned hereby irrevocably constitute and appoint _____ their attorney-in-fact and proxy for the sole purpose of casting the vote allocated to Lot _____, on all matters submitted to vote at that meeting of the Mill Ridge Owners Association, Inc., to be held on _____, 20____. The undersigned hereby ratify and confirm all such votes cast on behalf of said Lot at that meeting, and certify that they are fully authorized to execute this instrument of proxy on behalf of all owners of any fee interest in said Lot.

This the _____ day of _____, 20____.

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

FILED Oct 23, 2018
AT 03:25:26 PM
BOOK 02016
START PAGE 0345
END PAGE 0348
INSTRUMENT # 05408
EXCISE TAX \$0.00

Prepared by: P. Tilghman Pope, 403 W. Broad Street, Dunn, N.C. 28334

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

SIXTH AMENDMENT TO DECLARATIONS OF COVENANTS & RESTRICTIONS
FOR "MILL RIDGE SUBDIVISION" PHASES I AND II
&
ANNEXATION OF PHASE III

THIS SIXTH AMENDMENT TO THOSE DECLARATION OF RESTRICTIVE COVENANTS & ANNEXATION OF PHASE III ("Amendment and Annexation") is made and entered into this 23rd day of October, 2018, by **ROY V. TEW, III**, and **TEW LAND DEVELOPMENT, LLC**, a North Carolina limited liability company (**collectively "Declarant"**), P.O. Box 1308, Dunn, N.C. 28335.

H&H Constructors of Fayetteville, LLC, a North Carolina limited liability company ("H&H Constructors") joins in the execution of this Amendment and Annexation for the purpose of providing its consent to the provisions contained herein.

WINESSETH:

WHEREAS, pursuant to Section 1 of the Fifth Amendment to Declaration of Covenants & Restrictions for Mill Ridge Subdivision Phases I and II recorded in Book 1977, Page 572, Sampson County Registry, Declarant Roy V. Tew, III reserved the right to unilaterally annex additional land that is adjacent to the Subdivision and this Declarant desires to annex Phase III of the Subdivision; and

WHEREAS, Tew Land Development, LLC owns Phase III, being Lots 30-42 as shown on Map recorded in Book 100, Pages 17 and 18, Sampson County Registry and desires to incorporate all the Declarations (defined below) including all amendments to be applied to Phase III; and

WHEREAS, Mill Ridge Subdivision, Phase I is subject to the following Declaration of Covenants & Restrictions and Amendments: Book 1613, Page 633; Book 1682, Page 69; Book 1731, Page 430; Book 1731, Page 433; Book 1890, Page 295; Book 1965, Page 952; Book 1977, Page 572 ("Phase I Declarations"); and

WHEREAS, Mill Ridge Subdivision, Phase II is subject to the following Declaration of Covenants & Restrictions and Amendments: Book 1659, Page 893; Book 1682, Page 69; Book 1731, Page 430; Book 1731, Page 433; Book 1890, Page 295; Book 1965, Page 952; Book 1977, Page 572 ("Phase II Declarations");

WHEREAS, the Phase I Declarations and Phase II Declarations are hereinafter referred to as the "Declarations";

NOW, THEREFORE, pursuant to the rights as reserved in the Declarations, and for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant Roy V. Tew, III hereby amends the Declarations and Declarant Tew Land Development, LLC hereby joins Phase III of the Subdivision to the Declarations as hereinafter amended as follows:

1. Declarant Roy V. Tew, III does hereby annex Lots 30-42 shown on the map entitled, "*Final Plat For: Mill Ridge Subdivision Phase 3 Property of: Tew Land Development, LLC*" dated July 26, 2018, prepared by J. Scott Walker and recorded in **Map Book 100, Pages 17-18**, Sampson County Registry to the Declarations.

2. Declarant Tew Land Development, LLC does hereby declare that effective immediately, Lots 30-42 shown on the map entitled, "*Final Plat For: Mill Ridge Subdivision Phase 3 Property of: Tew Land Development, LLC*" dated July 26, 2018, prepared by J. Scott Walker and recorded in **Map Book 100, Pages 17-18**, Sampson County Registry shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, assessments and other provisions as set forth in the Declarations.

3. All capitalized terms set forth in this Amendment and Annexation not otherwise defined herein shall have the definitions as contained in the Declarations.

4. Except as specifically amended herein, the Declarations remain unchanged and in full force and effect and the Declarants by their execution hereof, hereby ratify, affirm and approve the Declarations, as specifically amended hereby.

IN TESTIMONY WHEREOF, the Declarant, Roy V. Tew, III, and Tew Land Development, LLC have signed this instrument as the Declarant the day and year first above written.

Roy V. Tew III

Roy V. Tew, III, individually

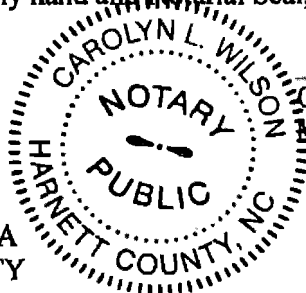
Tew Land Development, LLC

By: *Roy V. Tew III*
Roy V. Tew, III, Manager

NORTH CAROLINA,
HARNETT COUNTY.

I, Carolyn L. Wilson, certify that the following person(s) personally appeared before me this day and acknowledged that he voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: **ROY V. TEW, III, individually.**

WITNESS my hand and Notarial Seal, this 23rd day of October, 2018.



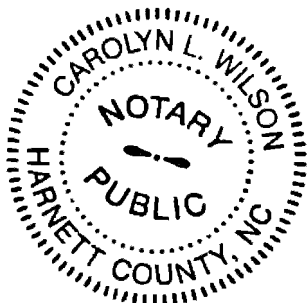
Carolyn L. Wilson

Carolyn L. Wilson, Notary Public
My commission expires: 3-26-2022

NORTH CAROLINA
HARNETT COUNTY

I, Carolyn L. Wilson, a Notary Public, do hereby certify that **Roy V. Tew, III** personally appeared before me this day and acknowledged that he is the manager of **Tew Land Development, LLC**, a North Carolina Limited Liability Company, and that by authority given as the manager, he signed on behalf of the Limited Liability Company.

WITNESS my hand and notarial seal this 23rd day of October, 2018.



Carolyn L. Wilson

Carolyn L. Wilson, Notary Public
My commission expires: 3-26-2022

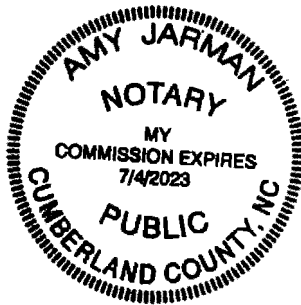
CONSENTED TO BY:
H&H CONSTRUCTORS OF FAYETTEVILLE, LLC

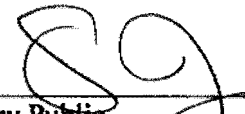
BY: 
Jack R. Rostetter, Manager

NORTH CAROLINA
Cumberland COUNTY

I, Amy Jarman, a Notary Public, do hereby certify that **Jack R. Rostetter** personally appeared before me this day and acknowledged that he is the manager of **H&H Constructors of Fayetteville, LLC**, a North Carolina Limited Liability Company, and that by authority given as the manager, he signed on behalf of the Limited Liability Company.

WITNESS my hand and notarial seal this 23 day of October, 2018.




Notary Public
My commission expires: 7/4/23