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**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR AUTRY LAKE AT GATES FOUR**

[MASTER]

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUTRY LAKE AT GATES FOUR (the "Declaration") is made as of the date set forth in the below notary acknowledgment, by Cliffdale Corner, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cumberland County, North Carolina to be known as *Autry Lake at Gates Four* ("Autry Lake at Gates Four"), a plat of which has been duly recorded in Plat Book 147, Page 172 (the "Plat") of the Cumberland County, North Carolina Registry;

WHEREAS, Declarant desires that Autry Lake at Gates Four be uniform in its development and the restrictions applicable thereto; and

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

ARTICLE I  
DEFINITIONS

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

(b) "Common Area" shall mean and refer to all common area, open space, any private streets as shown on the Plat (and/ or as shown on future plats for additional land that is subsequently annexed into Autry Lakes at Gates Four), as well as any other areas that Declarant shall decide to dedicate and convey to the Association for such purpose (including, but not limited to, Autry Lake).

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

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

(2) Expenses of administration, maintenance, repair of the Common Area and improvements located thereon, including without limitation, security and/ or automatic gates, roadways, lake bed and dam infrastructure for Autry Lake, perimeter and other fencing, lighting, signage, landscaping; and mail kiosks;

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

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

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

(d) "Lot" shall mean and refer to any of the numbered plots of land shown on the Plat, as such Plat may be further amended or modified. It is further noted that all Lots shown on the Plat are each single family Lots (each, a "Single Family Lot"); also, it is anticipated that townhome Lots will be developed in future phasing of Autry Lake at Gates Four (in the areas identified on the site plan (the "Site Plan") attached hereto as Exhibit A (each, a "Townhome Lot"); however, Declarant provides no assurances that any Townhome Lot and/ or future phasing will be developed.

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

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

(g) "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) one (1) year after Declarant (and/ or SRW Builders, LLC) no longer owns a Lot or other acreage in, or immediately adjacent to, Autry Lake at Gates Four; or (ii) when Declarant relinquishes such control in favor of the Association via a written instrument.

(h) "Property" shall mean and refer to Autry Lake at Gates Four, which shall include all platted land shown on the Plat. The "Property" shall also include any future sections of Autry Lake at Gates Four as the same may be annexed from time to time, if any, except that such future sections of Autry Lake at Gates Four shall become subject to these covenants only from and after the recording of the plat or plats for said future section(s) and the recording of a supplemental declaration which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants, or portions of same. The supplemental declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of Declarant, but such modification shall have no effect on the Property shown on the Plat.

(i) "Single Family Lot" shall mean as defined in Article I(d) above.

(j) "Townhome Lot" shall mean as defined in Article I(d) above.

## ARTICLE II SPECIAL DECLARANT RIGHTS

Declarant reserves the following special declarant rights for the entire Property, including any future sections of Autry Lake at Gates Four:

- (a) To complete any and all improvements within Autry Lake at Gates Four;
- (b) To exercise any development right reserved in this Declaration;
- (c) To construct and maintain any sales office, signs advertising the Property or any property which may be added thereto, management office or model on any of the Lots shown on the Plat;
- (d) To create easements through the Common Area and/ or Lots for the purpose of making drainage, utility, or other improvements for the benefit of the larger community, as reasonably necessary, now or in the future (however, any such easement created through a Lot that is no longer owned by Declarant shall not unreasonably interfere with any building improvements or access thereto);
- (e) To alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots or to turn other Property into Common Area;
- (f) To annex any additional land (and additional lots) into Autry Lake at Gates Four by executing an amendment to the Declaration and recording same in the local Registry;
- (g) To use the existing roads and utility easements in favor of all future annexations;
- (h) To extend streets and utilities through any platted Lot owned by Declarant and/ or any builder affiliate;

- (i) To unilaterally amend this Declaration as set forth in Article XII, Section 2;
- (j) To assign the Declarant's rights to a successor in interest;
- (k) To alter the size of any Lot, to combine or merge two or more Lots, to further subdivide or recombine Lots, to create or add Common Area to Autry Lake at Gates Four, and/ or to withdraw Common Area from the Autry Lake at Gates Four for development or other purposes (including authorizing the Association to reconvey any such Common Area to the Declarant for no consideration) (as long as any such withdrawal does not violate any municipal regulations (governing Autry Lake at Gates Four) or negatively impact vehicular access and/ or parking and/ or storm drainage and/ or utilities infrastructure within the subdivision);
- (l) To withdraw any portion of the Property from Autry Lake at Gates Four (other than improved Lots which have been sold to third-party buyers) (as long as any such withdrawal does not violate any municipal regulations (governing Autry Lake at Gates Four) or negatively impact vehicular access and/ or parking and/ or storm drainage and/ or utilities infrastructure within the subdivision);
- (m) To use and enjoy the Declarant-owned Lots and any Common Area during the Period of Declarant Control, including the right to use same for promotional, sales and similar purposes (for purposes of promoting the Townhome Development);
- (n) To lease any or all Lots owned by Declarant;
- (o) To grant easement rights across Autry Lake at Gates Four in favor of the City of Fayetteville, the County of Cumberland, or any utility provider for electrical, lighting, water, sewer, gas, and stormwater drainage serving the subdivision and/ or any neighboring development; also to grant any other easement rights across the subdivision in favor of the City of Fayetteville, the County of Cumberland, or any utility provider, as may be reasonably requested;
- (p) To grant easements to any cable service provider or other utility provider so as to serve Autry Lake at Gates Four and/ or any neighboring development;
- (q) To convey easement rights across the Common Area for the benefit of the any land that is contiguous to Autry Lake at Gates Four or that is withdrawn from Autry Lake at Gates Four to allow for its maximum development, including, but not limited to, easements for pedestrian and vehicular ingress and egress (to include construction vehicles), utilities, storm water drainage, signage, and recreational use of amenities (including walking trails and Autry Lake), and temporary construction purposes; however, it is understood and agreed that the beneficiaries of any such easement rights, once conveyed, if any such contiguous development(s) is/ are not annexed into the Autry Lake at Gates Four, shall be required to contribute their prorated share of any maintenance and repair of any such Common Area that is affected.
- (r) To cause the annexation of Autry Lake at Gates Four into the larger Gates Four planned community ("Gates Four"), whereby the Lots would become subject to those certain Covenants and Restrictions recorded in Book 2093, Page 293, aforesaid Registry, as amended; and each Lot Owner would become a member of the Gates Four Homeowners Association, Inc. (the "Gates Four Master Association") and responsible for paying an additional assessment thereto. In addition, in conjunction with any such annexation, the Declarant reserves the right to convey all or some of the Common Area in Autry Lake at

Gates Four to the Gates Four Master Association. Or, in the alternative, to enter into an agreement with the Gates Four Master Association to allow for vehicular easement rights over and across the roadways of Gates Four in exchange for an assessment obligation that would be payable to the Gates Four Master Association.

- (s) Notwithstanding anything to the contrary herein or elsewhere in the Declaration, it is expressly declared that Declarant shall have no obligation to further develop or expand the Autry Lake at Gates Four development, other than as depicted on the Plat; and Declarant shall have no obligation to further develop any future section of the Autry Lake at Gates Four development, as shown on the Site Plan or otherwise. No assurances are provided that any future section of Autry Lakes at Gates Four will be developed and/ or annexed.

### ARTICLE III UTILITIES AND UTILITY AND DRAINAGE EASEMENTS

Section 1. Declarant reserves the right to subject the Property to a contract with public utility providers for the installation of overhead and/or underground electric, cable, or other utilities and/or for the installation of street lighting, either or all of which may require an initial payment and/or a continuing monthly payment to such public utility provider, which shall be a common expense for all Lots. Declarant and its successors in title may devote any Lot or portion thereof, not already sold, for any construction and uses which it, in its sole discretion, deems necessary in order to provide the subdivision with utilities.

Section 2. Easements for installation and maintenance of drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with, or which may change, the direction or flow of drainage, or which may obstruct or retard the flow of water.

### ARTICLE IV CONSTRUCTION REQUIREMENTS

Section 1. Residential Purpose. All Lots shall be residential lots (with the Single Family Lots being restricted to detached single family dwellings, and the Townhome Lots (if and when developed) being restricted to townhome dwellings).

Section 2. Multi-Family Use Prohibited. No multi-family residence or apartment building shall be erected or allowed on any Lot; however, it is understood and agreed that one (1) townhome dwelling shall be allowed per Townhome Lot (if and when developed).

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

Section 4. Completion of Construction. The exterior of all dwellings and other structures must be completed within twelve (12) months after commencement of construction, unless a longer time is allowed by the Architectural Review Board, except where such completion is impossible or would result in great hardship to the Owner or contractor due to strikes, fires, national emergency, pandemic, or natural disaster.

Dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed and a certificate of occupancy issued therefore. During construction on any Lot, the Owner shall require the contractor to maintain the Lot or building site in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools, construction materials, and other debris from the Lot. The Owner shall be responsible for repairing at such Lot Owner's expense any damage to the streets and roadways, Common Property, or property owned by others within the Subdivision caused by the Owner's contractor (or caused by other parties providing labor or services on behalf of the Owner). All landscaping must be completed in strict accordance with any landscape plans approved by the Architectural Review Board.

Section 6. Construction Limitation. During construction, all vehicles involved, including those delivering supplies, must enter the affected Lot on a driveway only as approved by the Architectural Review Board so as not to unnecessarily damage trees, street paving and curbs. During construction, builders must keep the building sites clean and free of debris. All building debris, stumps, and like items must be removed from the affected Lot by the contractor as often as necessary to keep the house and Lot attractive during the construction phase. Any such debris shall not be dumped in any other area of Autry Lake at Gates Four.

Section 7. Minimum Square Footage. No dwelling shall be erected or allowed to remain on any of the Single Family Lots which contains a heated-area living space of less than two thousand (2,000) square feet; and no dwelling shall be erected or allowed to remain on any of the Townhome Lots (if and when developed) which contains a heated-area living space of less than fifteen hundred (1,500) square feet. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, and porches shall not be counted.

Section 8. Exteriors, Foundations, Setbacks. Foundation types, exterior finish materials, and setbacks shall be determined and controlled by the Architectural Review Board.

**Fence** Section 9. Fences. All fencing shall be four foot (4') black aluminum. The Architectural Review Board shall have control with respect to the height and final placement of all fencing. With respect to Single Family Lots only, as a general rule, no fence may be erected that is closer to the street than the rear corner of the dwelling (as measured from the street that said dwelling is facing).

Section 12. Mailboxes. Private mailboxes are not allowed in Autry Lake at Gates Four, and collective mail kiosks shall be required in lieu thereof. Said mail kiosks shall be maintained by the Association, and the expense thereof shall be a common expense.

Section 13. Driveways. All driveways must be concrete.

Section 14. Architectural and Design Review.

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

(b) Objectives. Architectural and design review by the Architectural Review Board shall be directed towards attaining the following objectives for Autry Lake at Gates Four:

(1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of

property, removal of trees and vegetation which could cause aesthetic disruption of the natural environment or scar natural land forms;

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

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

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

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

(c) Architectural Review Board.

(1) The Declarant shall establish an architectural review board (the "Architectural Review Board") which shall consist of up to three (3) members. Said members shall be appointed by the Declarant for designated terms (as determined by the Declarant) until such time as the Declarant, in its sole discretion, transfers control of the Architectural Review Board functions to the Association. Any principal of Declarant or other persons selected by Declarant may comprise the Architectural Review Board during the Period of Declarant Control. Any member appointed by the Declarant may be removed with or without cause by the Declarant at any time, in Declarant's sole discretion, by written notice to such appointee. A successor appointed to fill any such vacancy shall serve the remainder of the designated term of the departing member. When control of the Architectural Review Board functions is transferred to the Association (upon the expiration or termination of the Period of Declarant Control), members of the Architectural Review Board shall be elected by the Board of Directors of the Association, and any member so elected may resign or be removed by the Board in the same manner as provided in the Bylaws of the Association for the resignation and removal of officers of the Board.

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

(3) The Architectural Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, attorneys, and/or any other professional



consultants as it determines necessary, to advise and assist the Architectural Review Board in performing the functions here in prescribed, and the reasonable expense thereof shall be a common expense for all Lot Owners.

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

- (i) governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions hereof;
- (ii) governing the procedure for the submission of such plans and specifications; and
- (iii) establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any structure on any Lot;

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

(d) Transfer of Architectural Review Authority. Upon the expiration or termination of the Period of Declarant Control, the Declarant shall transfer the above-described review authority to a permanent Architectural Review Board which shall be under the control of the Association. Such transfer shall be evidenced by an amendment to this Declaration to be executed by the Declarant and to be filed in the local Register of Deeds. At any time prior to the transfer of said review authority, the Declarant may allow (in its sole discretion) the Association's Board of Directors to elect one or more members to the Architectural Review Board.

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

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

(f) Submission of Plans. Two (2) copies of all plans, specifications and/or any related information shall be submitted to the Architectural Review Board for approval. One copy may be retained with the files of the Architectural Review Board in its sole discretion. The other copy shall be returned to the Owner and marked either "approved" or "disapproved." The Architectural Review Board may establish a reasonable fee from time to time sufficient to cover its expense of reviewing plans and related information at the time such items are submitted for review and to compensate any professional consultants related by the



Architectural Review Board. Approvals shall be time-sensitive in nature and shall not be effective for any construction commenced more than twelve (12) months after the date of such approval, unless a different expiration time is specifically stated in the approval. Disapproved plans and related information shall be accompanied by a statement of items found unacceptable. In the event approval of such plans and related information is neither granted nor denied within twenty-one (21) days following submission to (with written acknowledgment of receipt by) the Architectural Review Board of all of the required documents (with written request for that such items are being formally submitted for approval), then such plans shall be deemed approved, but only after the party requesting approval has provided a second (2<sup>nd</sup>) submission to (with written acknowledgment of receipt by) the Architectural Review Board after such 21-day period has lapsed, and approval of such plans and related information is still neither granted nor denied within ten (10) days following such second submission. The Architectural Review Board shall have the right to disapprove any plans, locations or specifications based upon any ground which is consistent with the objectives of this Declaration, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious, but taking into account all surrounding areas of Autry Lake at Gates Four.

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

(h) Architectural Review Board Delegation Right for Townhome Lots. The Architectural Review Board shall have the right to delegate matters within its jurisdiction, which concern improvements upon the Townhome Lots (if and when developed), to the Autry Lake at Gates Four Townhome Association (the "Townhome Association") or any similar architectural review board governed by (or affiliated with) the Townhome Association, pursuant to the Townhome Declaration (as defined in Article X).

Section 15. Casualty. Any dwelling Lot or other improvement on any Lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the Lot restored to an orderly and attractive condition. If any Owner fails to commence to repair or demolish and remove same within thirty (30) days after written notice from the Architectural Review Board, the Association, or the Declarant, and fails to diligently continue with any such repair or demolition to completion, then the Association may do so at the Owner's expense, and such expense shall be treated as an assessment against the Lot in question and subject lien rights in favor of the Association, with the same rights and remedies in favor of the Association as set forth below.

Section 16. Remedies. If any finished dwelling Lot, structure, landscaping, or any other item

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

ARTICLE V  
USE RESTRICTIONS - LOTS

Lease

Res  
Use

Section 1. All Lots shall be restricted to single-family residential purposes only. "Single-family residential purposes" shall mean and refer to use as a place of long-term, permanent residence with respect to a dwelling Lot located upon any Lot (and shall also mean shorter-term non-permanent residence if any such dwelling Lot is a second home or is leased to a tenant; however, any dwelling Lot may not be used or leased for transient or daily/ weekly/ vacation rental purposes, and all rentals through Airbnb™ or other similar vacation rental company are prohibited). The use of a portion of a dwelling or other structure located upon any Lot as an office shall be considered as a permissible residential use if (i) such use does not create a significant increase in automobile or pedestrian traffic to and from the dwelling Lot; (ii) no sign, symbol, logo or nameplate identifying such a business or professional office is affixed to or about the Lot or the entrance to the dwelling Lot; and (iii) the office use complies with the local zoning ordinance.

Sat  
Dish

Solar

Section 2. Any satellite dish or antennae shall be placed and installed at the rear of any residence and shielded from view, so that it is not visible from the street, to the extent reasonably possible. The Architectural Review Committee shall have final approval with regard to the size and placement of any satellite dish or antennae. In addition, all solar panels must be approved by the Architectural Review Committee prior to being installed on any residence; and all solar panels, if and when approved, must be placed and installed at the rear of any residence.

Signs

Section 3. No sign of any kind shall be erected by an Owner without the prior written consent of the Association except: one (1) professionally lettered "For Sale" or "For Rent" sign having dimensions not to exceed 24 inches by 24 inches and a maximum height of two (2) feet above ground level may be posted in the front yard space of a Lot, or alternatively, in a window; professional security signs may be posted on the Owner's Lot or in a window; signs required by legal proceedings; temporary signs may be posted in the front yard space of a Lot, or alternatively, in a window, to announce special events such as birthday parties and other social events, but such signs may be erected no more than twenty-four (24) hours before the event takes place and must be removed immediately upon the conclusion of such event; special commemorative signs such as "Graduating Seniors" may be displayed for a period of thirty (30) days and then be removed; and one (1) political sign with maximum dimensions of 24 inches by 24 inches may be posted in the front yard space of a Lot, or alternatively, in a window, but such sign may not be posted earlier than forty-five (45) days before the day of the election and must be removed within seven (7) days after election day. For the purposes of this Section, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot and/or that of any political action committee or group that attempts to influence voter decisions. The Association shall have the right to enact reasonable rules and regulations governing the style, number, or size of permitted signs, as well as defining those events for which temporary signs may be utilized. Notwithstanding the foregoing, the Declarant and/or Declarant's assigns shall be authorized to erect and maintain temporary signs for the sale and construction offices and for marketing of Lots and to erect and maintain decorative fencing at any sales or construction office.

Def  
AutoStreet  
Parking/  
Grass  
ParkingCom  
Veh

Trailer

Car  
CoverATV  
Operat  
ion

Section 4. No automobile or other mechanical repairs shall be conducted within a Lot other than in a garage or concealed from public view. No mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on a Lot at any time except in a closed garage. No motor vehicle shall be parked in the street or the street right of way except in the course of delivery, pick-up or discharge of a specific commercial duty. No motor vehicle shall be parked in or on grass, or other landscaped areas of any Lot. Temporary guest parking and while entertaining may be excluded, subject to the sole discretion of the Board of Directors of the Association. No Commercial Vehicle shall be permitted to be parked on any Lot or on the Property except in the course of delivery, pick up, or discharge of a specific commercial duty. No vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no golf cart, no boat, no trailer of any kind, and no jet ski or other watercraft may be parked on any street or on any Lot, unless kept inside a garage or behind an approved fence or otherwise concealed from public view. No parked vehicle shall be covered by a "car cover" or other similar covering unless kept inside a garage and concealed from public view. No truck or vehicle, no camper, no golf cart, no boat or other watercraft, and no trailer of any kind may be kept within the Common Area. In order to preserve the aesthetics of development, whether or not a boat, trailer, or vehicle of any type is adequately concealed from public view shall be determined by the Association in its sole discretion. The Association shall have the right to tow or remove any boat, trailer, recreation vehicle, camper, watercraft, golf cart, Commercial Vehicle, or vehicle of any type which is parked within the Common Area or kept on any Lot in violation of this section, at the Owner's expense, and the Owner of each Lot, by acceptance of their deed, does grant to the Association such an easement, on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section. If more than two of the above non private vehicles, trailers or boats are stored on any Lot, they shall be screened from view of other Lots. The operation of unlicensed motorized bikes, dirt bikes, ATVs, go-carts and all other similar type motorized vehicles is prohibited on the community streets, individually owned homesites, undeveloped land in the community and surrounding lands of the community owned by the Declarant. "Commercial Vehicle" as used in this Section or elsewhere in the Declaration shall mean and refer to, but is not limited to, the following vehicles: limousines, passenger transport vehicles, dump trucks, tow trucks tractor trailer tractors, tractor trailer trailers, landscaping trucks flatbed trucks, cement trucks, and Lorry trucks; also, solely the display of commercial signage (business name, phone numbers, etc.) will not cause a vehicle to be considered a commercial vehicle (and conversely, the absence of vehicle signage does not preclude a vehicle from being considered commercial).

Section 5. No mobile home, tent, or shack shall be allowed on any Lot. No structure of a temporary nature shall be used as a residence temporarily, permanently or otherwise.

Animal

Section 6. No animals, livestock or poultry of any kind, except common pets, shall be raised, bred, or kept on any part of a Lot; however, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purpose, and provided they are not allowed to run loose in the neighborhood. At no time shall any household pet or other animal permitted by this section be allowed to run free. All animals shall be leashed when off the Owner's Lot. Animals shall not at any time be left tied, chained, or tethered on any Lot. The Association shall have the right to promulgate additional rules and regulations governing pet ownership that may further limit the number, size, type and conduct of pets or animals permitted under this Section. For purposes of this Section, the term "household pet" or "pet" shall not include any animal for which a permit must be obtained from a local, state or federal government to legally keep such animal, nor shall the term include chickens, pigs, horses, goats, sheep, cows, or other type of traditional livestock of any size, including pygmy and miniature varieties, whether or not the same are considered to be a pet by the owner thereof. If an allowable, kept animal of a homeowner has "offspring" the puppies and/or kittens may be kept on-site for a maximum of two (2)



months after their births.

With respect to Single Family Lots, there shall be a maximum of three (3) dogs and cats (or any combination thereof) allowed per Lot (with no weight limit for dogs). With respect to Townhome Lots (if and when developed), there shall be a maximum of two (2) dogs and cats (or any combination thereof) allowed per Lot, with a one hundred (100) pound weight limit for dogs. Animals not expressly permitted hereby may also be allowed on a case-by-case basis by the board of directors of the Association.

**Noise**

Section 7. Each Owner shall control the noise level emanating from any activities on such Owner's Lot at a reasonable level. The Lot Owner shall not allow the noise level to become a nuisance or to otherwise interfere with adjoining Lot Owners' reasonable use and enjoyment of their Lots.

**Basket  
ball  
Goals**

Section 8. No basketball goals of any nature, whether stationary or portable, regulation size or otherwise, shall be allowed in the roadways or other portions of the Common Area. Only portable basketball goals shall be allowed in side or front yards or driveways provided they are properly maintained in good repair and conditions. Permanently installed goals must be placed in the backyard or as required by the Architectural Review Board. Unsightly basketball goals located in front and side yards are subject to removal by the Association. The above notwithstanding, basketball goals shall not be allowed on Town Home Lots, unless expressly allowed by the Association.

**Pools**

Section 9. There shall be no above-ground swimming pools on any Lot. In-ground pools are permitted and their placement and design must be approved by the Architectural Review Board. The above notwithstanding, no pools shall be allowed on Townhome Lots (if and when developed).

Section 10. No noxious or offensive activity shall be carried on upon any Lot or the Common Area, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No large gathering shall be allowed in the Common Area without Association approval.

**Guns**

Section 11. No gun or firearm shall be discharged upon any Lot at any time.

**Maintenance**

Section 12. Each Owner shall maintain all improvements constructed upon such Owner's Lot to the standards of their original construction. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the dwelling and accessory structures. Such maintenance obligations shall include keeping the exterior of all such improvements in good condition and repair. Each Owner shall maintain the landscaping upon such Owner's Lot in presentable condition, including keeping grassy areas and bushes reasonably trimmed. Each Owner shall keep such Owner's Lot free and clear of junk and debris. No rock gardens or hanging laundry lines shall be permitted. No burning shall be permitted on any Lot at any time (other than in charcoal grills, pig cookers or outdoor fireplaces); however, with respect to the Townhome Lots (if and when developed), charcoal grills and open flame devices shall be subject to the more restrictive terms of the Townhome Declaration.

**Landscaping**

The above notwithstanding, with respect to Townhome Lots (if and when developed), to the extent the Townhome Association has maintenance responsibility for certain of the above items pursuant to the Townhome Declaration (as defined in Article X), then the Owners shall not be directly responsible therefore.

In addition, with respect to the Townhome Lots (if and when developed), it is noted that additional use restrictions may be contained in the Townhome Declaration. To the extent of any conflict between the use restrictions set forth herein and those set forth in the Townhome Declaration, then the more restrictive restriction shall control with respect to the Townhome Lots (if and when developed).

Section 13. It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and grantees and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right to enforce same.

Section 14. The invalidation of any one or more or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants or portions thereof.

Section 15. Upon the written request of any Lot Owner, the Declarant shall have the authority to grant a reasonable variance from any particular use restriction set forth in this Article V during the Period of Declarant Control. Once the Period of Declarant Control has terminated, then the Association (through its board of directors or the Architectural Review Board, as may be appropriate) shall have the authority to grant any such reasonable variances, upon written request. The decision to grant any variance shall be based upon the particular hardship of the Lot Owner and the variance's minimal effect on other Lot Owners and the overall aesthetic appearance of Autry Lake at Gates Four. Any variance shall be set forth in writing and may be recorded in the Cumberland County Registry, indexed in the name of the Autry Lake at Gates Four subdivision, the Association, and in the name of the affected Lot Owner(s).

Section 16. Each Lot Owner covenants and agrees that he or she will keep his or her Lot in good condition and repair, with presentable landscaping and trimmed grass at all times, including without limitation all of the following: a) prompt removal of all litter, trash, refuse and waste; b) seeding, fertilizing and watering of all lawns and mowing, edging, clipping, sweeping, pruning, raking and otherwise caring for all lawns on a regular basis, including, any portions of a publicly dedicated street right of way or private street right of way adjacent to any boundary of such portion of the Lot and not maintained by any governmental entity; c) pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic, do not cause unsightly or unkempt conditions and do not trespass onto the property of others; d) removal of dead or diseased trees, shrubs and other plant material; e) maintenance of flower and plant gardens; f) maintenance of exterior lighting and mechanical facilities; g) maintenance of parking areas and driveways, h) ensuring proper drainage of the Lot so as to prevent soil erosion; i) repairing and painting (or other appropriate external care) and otherwise caring for the dwelling and all other structures located on the Lot; j) maintenance, repair and painting of all fences, retaining walls, and other improvements or structures on the Lot; k) maintenance of all drainage easements, utility easements and other easements located on a Lot that are not specifically allocated by this Declaration to be the responsibility of the Association; and preventing and correcting unclean, unsightly or unkempt conditions of Lots and all improvements thereon, including keeping all Lots clean and free of garbage, junk, trash, debris, non-operable vehicles and apparatus, and any substance or conditions that might contribute to an unsightly condition, health hazard or the breeding and habitation of snakes, rats, insects or other wildlife or pests. In addition, the Owners of Lots 35 through 41 (inclusive) shall not alter the natural slope of the improved berm to be located on the rear portion of said Lots. If any Lot Owner fails to abide by this covenant, then the Association shall be vested with a self-help right to perform such maintenance (and/ or repair) on behalf of such Lot Owner and shall charge the expense thereof to the Lot Owner, which shall become an additional assessment against any such Lot, enforceable in accordance with Article VIII of this Declaration. The Association shall provide written notice to any Lot Owner who is in violation of this covenant, and the Lot Owner shall have a period fourteen (14) days to cure such violation (as of the Lot Owner's receipt of such written notice), after which the Association shall have the right to elect its self-help remedy and perform the work on the Lot Owner's behalf; and the Association shall have a license to enter upon the Owner's Lot for such limited purpose; however, notwithstanding the above, it is understood and agreed that if the Lot is in foreclosure as evidenced by any foreclosure filing with the local Clerk of Court's office), then the requirement

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

With respect to Townhome Lots (if and when developed), the Association shall have the same self-help rights, as set forth in this Section 16, with respect to any maintenance and repairs obligations that are the responsibility of the Townhome Association pursuant to the Townhome Declaration, if the Association determines that the Townhome Association has neglected such responsibility.

The above notwithstanding, and not withstanding anything to the contrary set forth elsewhere in the Declaration, the Association shall have the right to assume all (or some) responsibility for lawn and landscape maintenance for the Single Family Lots; and to charge the expense thereof as Common Expense of the Association. Lot Owners shall be provided advance notice thereof, and the expense thereof shall be included in the Association budget. An easement is hereby reserved across the Lots in favor of the Association for purposes of performing any such lawn and landscape maintenance, if the Association shall elect to assume such responsibility.

propane tank Section 17. Each Lot Owner must bury any propane tanks that are used for gas appliances. This restriction shall not apply to small propane tanks used exclusively for outdoor gas grills.

Section 18. An Owner may let or rent his entire residence, but no portion of any residence shall be leased separately from the rest of the residence. Lots may be leased only for residential purposes. All leases must be in writing and shall have a minimum term of at least twelve (12) months. There shall be no subleasing. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, the Bylaws, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing, and the lease shall provide that the violation of any provision of this Declaration, the Bylaws, or rules and regulations of the Association shall be a breach of said lease, subjecting the tenant to termination of the lease and eviction. The Board may enact additional reasonable rules and regulations regarding the leasing of Lots, including, without limitation, a requirement that leases be registered with the Association and that tenant contact information and vehicle information be provided to the Board of Directors of the Association. No Lot or residence located thereon may be used for transient housing, for hotel purposes, or as a bed and breakfast.

ARTICLE VI  
COMMON AREA – EASEMENTS AND USE RESTRICTIONS –  
RECREATIONAL LAKE USE

Except as herein otherwise provided, each Owner shall have a right and easement of ingress and egress over and upon, as well as enjoyment in and to, the Common Areas, which shall be appurtenant to and shall pass with the title to each Lot. Such right and easement of ingress and egress shall include vehicular passage on all roadway areas; and pedestrian passage on all roadway and non-roadway areas.

Notwithstanding anything to the contrary herein, no Owner may build or erect any structure or improvement upon or within the Common Area. No Owner may plant or modify in any fashion the land, trees, shrubberies, and other landscaping within the Common Area. No owner may store any personal items within the Common Area.

All Lot Owners, tenants, immediate family members, and guests shall be allowed to fish, boat, canoe and kayak on Autry Lake (the general location of which is shown on the Site Plan) at their own risk. Only electric-powered boat motors are allowed (and gas-powered motors are prohibited). Boats, canoes and kayaks

may not be stored along the lake bank or in any portion of the Common Area; rather, all boats and kayaks must be stored at the Lot Owner's residence when not in use. Pedestrian access to Autry Lake shall be limited to designated pedestrian access points only.

Declarant shall have the right to establish a twenty-foot (20') easement across the rear portion of the Lots that border Autry Lake (measured from said Lots' common boundary with Autry Lake) if such easement is reasonably necessary to create a pedestrian trail alongside Autry Lake, which shall allow for pedestrian access in, around, and to Autry Lake for the benefit of Lot Owners, tenants, immediate family members and guests; in addition, said easement shall allow for the development, placement, and maintenance and repair of said pedestrian trail (as well as a fishing pier) by the Developer and/ or Association, which shall be a Common Expense of the Association. No privacy or other fence may be erected on any such Lot within the easement area, so as to block access to said trail or pier.

#### ARTICLE VII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

Section 2. The Association shall have two (2) classes of Membership as follows: Every person, group of persons, or entity which is a record Owner of a fee interest in any Lot shall automatically be a "Class A" Member of the Association except the Declarant during the Period of Declarant Control; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A "Class A" Membership shall be appurtenant to and may not be separated from ownership of any Lot. "Class A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record Owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot portion shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast. If a residence is constructed on more than one Lot, the Owner shall have one vote for the residence, but shall have no additional vote for each other Lot comprising a part of the total consolidated home or building site so long as such Lot remains a part of the consolidated site.

The "Class B" Member during the Period of Declarant Control shall be the Declarant. The "Class B" Membership shall cease and be converted to "Class A" membership upon the expiration of the Period of Declarant Control.

Each Member shall have one (1) vote with respect to each Lot owned by such Member, but a "Class A" Member shall not be entitled to exercise any vote until the expiration of the Period of Declarant Control.

Section 3. The Declarant shall have the right to appoint and remove all Directors and officers of the Association during the Period of Declarant Control.

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



Section 5. By a majority vote of the Directors, the Association may from time to time adopt rules and regulations with respect to all aspects of the Association's rights, activities and duties pursuant to this Declaration. The rules and regulations may, without limitation, govern Autry Lake at Gates Four; provided, however, that the rules and regulations shall not be inconsistent with this Declaration, the articles, or the Bylaws of the Association. A copy of the published rules and regulations, as they may from time to time be adopted, amended or repealed, shall be maintained by the Directors of the Association and shall be available to each Owner upon request.

#### ARTICLE VIII COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which are Common Expenses; (2) special assessments for extraordinary maintenance and capital improvements; and (3) to the appropriate governmental taxing authority, a pro rata share of assessments for public improvement to the Common Area if the Association shall default in payment thereof. The annual and special assessments, together with interest and costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his/ her successors in title unless expressly assumed by them. The Declarant reserves the right to create a non-uniform assessment obligation for Single Family Lots and Townhome Lots (if and when developed), in its reasonable discretion for marketing or other reasons

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

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

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

Section 3. The annual assessment for each Lot as levied by the Association shall commence upon the sale of each Lot (and the pro rata portion of such annual assessment shall be collected at closing, as applicable). The above notwithstanding, any builder shall be exempt from the annual assessment until the first (1<sup>st</sup>) anniversary of the builder's purchase of any Lot (after which date such builder shall be responsible for payment of the annual assessment on a pro rata basis, until such time as the builder has sold the Lot to a

homebuyer). In addition, any buyer of a Lot upon which a newly-constructed residence has been built, or where such buyer intends to construct his/ her own residence at some point in the future, may be assessed a one time working capital fee, which shall be collected upon the purchase of each such Lot. This sum is not an advance payment of the regular assessment; rather the sum shall be allocated to a working capital fund to meet operating expenses, unforeseen expenses, or to purchase any additional equipment or services. The Association, acting by and through its board of directors, shall have the fiduciary discretion to adjust the annual assessment for Common Expenses and the initial start-up fee on any annual (or more frequent) basis, as reasonably necessary; and shall have the authority to determine when such assessments shall be due and payable. Notwithstanding anything to the contrary herein, it is understood and agreed that the Declarant and/ or any building companies having common ownership with Declarant, shall be fully exempt from any and all assessment and/ or start-up fee requirements as set forth herein. The Association shall also have the right to charge a transfer fee upon the sale of any Lot, subject to applicable law, so as to cover the administrative cost and expense of updating its Lot ownership information.

Section 4. Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall bear interest from the due date at the rate of one and one-half percent (1.5%) per annum, or at such other rate as determined by the Association in its reasonable discretion, but not to exceed the maximum amount allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorneys' fees, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/ her Lot. The lien herein granted unto the Association shall be enforceable (and may be foreclosed) in accordance with Chapter 47F (or any other pertinent chapter) of the North Carolina General Statutes.

Section 5. The Association may impose a charge against any Owner who fails to pay any amount assessed by the Association against his or her Lot within ten (10) days after any such Assessment may be due and payable and who fails to exercise his or her rights under this Declaration or under the laws of the State of North Carolina to successfully contest such Assessment. The amount of the late charge shall be the greater of (a) twenty-five and No/100 dollars (\$25.00); (b) ten percent (10%) of the delinquent amount; or (c) such other amount as may be determined by the Association from time to time and otherwise permitted by the Planned Community Act. Any Owner who fails to pay any amount assessed by the Association against his or her Lot within thirty (30) days after its due date shall additionally be liable for interest on the delinquent amount pursuant to Section 4 above.

#### ARTICLE IX INSURANCE REQUIREMENTS; COMMON AREA

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

#### ARTICLE X TOWNHOME LOTS SUBJECT TO TOWNHOME DECLARATION

All Townhome Lots, if and when developed, will be additionally subject to the terms of a Declaration of Covenants, Conditions, and Restrictions to be recorded in the aforesaid Registry at a future date (the "Townhome Declaration").

ARTICLE XI  
ENFORCEMENT

Section 1. Enforcement.

a. The Association or any Lot Owner may enforce these covenants, conditions and restrictions. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate (the "Violating Party") any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the affected Lot to enforce any lien created by these covenants. In addition to all other amounts due on account of said violation or attempted violation, the Violating Party shall be liable to the parties enforcing the covenants and/or restrictions of this Declaration (the "Enforcing Parties") for all reasonable attorney's fees and court costs incurred by the Enforcing Parties. Failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time in the future. A Lot Owner may not bring any enforcement or other legal action against the Association or the Declarant to enforce these covenants, conditions and restrictions during the Period of Declarant Control. Upon the expiration of the Period of Declarant Control, neither the Association nor a Lot Owner may bring any legal action against the Declarant or its successors or assigns without the written approval of ninety-five (95%) of the Lot Owners.

b. In addition to all other remedies of the Association, the Association shall have the right to assess a maximum fine of \$100.00 per day (or such higher amount as may be allowed by law) per violation against any Owner who violates any provision of this Declaration.

c. In addition to the above rights, the Association may also enter upon a Lot or any land upon which a violation exists to remedy any violation, to perform maintenance, or to make repairs thereon which is the responsibility of a Lot Owner (i) after having given such Lot Owner at least ten (10) days prior notice, or (ii) without giving notice in the event of an emergency.

d. Any action brought by the Association hereunder may be brought in its own name, in the name of its Board or in the name of its managing agent. In any case of flagrant or repeated violation by a Lot Owner, he or she may be required by the Association to give sufficient surety or sureties for his or her future compliance with the covenants, conditions and restrictions contained in this Declaration.

ARTICLE XII  
GENERAL PROVISIONS

Section 1. So long as Declarant is an owner of a Lot shown on the plat, Declarant, or any Owner, or the Association (acting through its board) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner or by the Association (acting through its board) to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns. This Declaration may be amended by a written recorded instrument signed by Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association have been allocated; however, during the Period of Declarant Control, the Owners may not amend the Declaration

without the written consent of Declarant, as evidenced by the Declarant joining as a signatory to any such amendment. In addition, Declarant shall have the right to unilaterally amend this Declaration in a reasonable manner (taking into account the general the plan of development and not deviating therefrom), by a written recorded instrument during the Period of Declarant Control.

Section 3. In the event of any conflict between the provisions of this Declaration and any applicable provision of the City of Fayetteville ordinance which is more restrictive in nature, then the more restrictive provision of the City of Fayetteville ordinance shall control.

Section 4. It is understood and agreed that the Association shall be responsible for all roadway maintenance and repair within Autry Lake at Gates Four, subject to any Owner indemnity obligations set forth elsewhere herein, and subject to special Declarant rights otherwise reserved herein. Each Owner shall have a right and easement of vehicular and pedestrian ingress and egress over and across such roadways within the community.

Section 5. Any city and/or county ad valorem taxes on the Common Area, if any, as well as town and/or county assessments for public and private capital improvements on the Common Area, if any, shall be the responsibility of and paid by the Association from the common expense assessment as described elsewhere herein.

Upon default by the Association in the payment of any ad valorem taxes levied against Common Area or assessments for public or private capital improvements, which continues for a period of six (6) months, then each Lot Owner shall become personally obligated to pay the tax or assessment to the assessing governmental authority, with each Owner's portion of such taxes or assessments to be determined by on a prorata basis, based on the total number of Lots, as may be equitably appropriate. If not paid by the Owner within thirty (30) days, said sum shall become a continuing lien upon any such Owner's Lot, and the taxing or assessing governmental authority may either bring an action at law against the Owner personally obligated to pay the same, or elect to foreclose the lien.

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

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

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

DECLARANT:

CLIFFDALE CORNER, LLC

By: *Palmer N. Williams*  
Palmer N. Williams  
Vice President

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: Palmer N. Williams, in his capacity as vice president of CLIFFDALE CORNER, LLC, a North Carolina limited liability company.

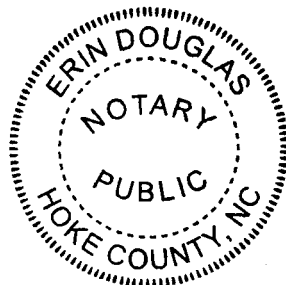
Date: January 6<sup>th</sup>, 2022

Official Signature of Notary: *Erin Douglas*

Notary's Printed Name: Erin Douglas

My commission expires: May 2, 2023 [Affix Notary Seal or Stamp]

*A Hoke Co. Notary*

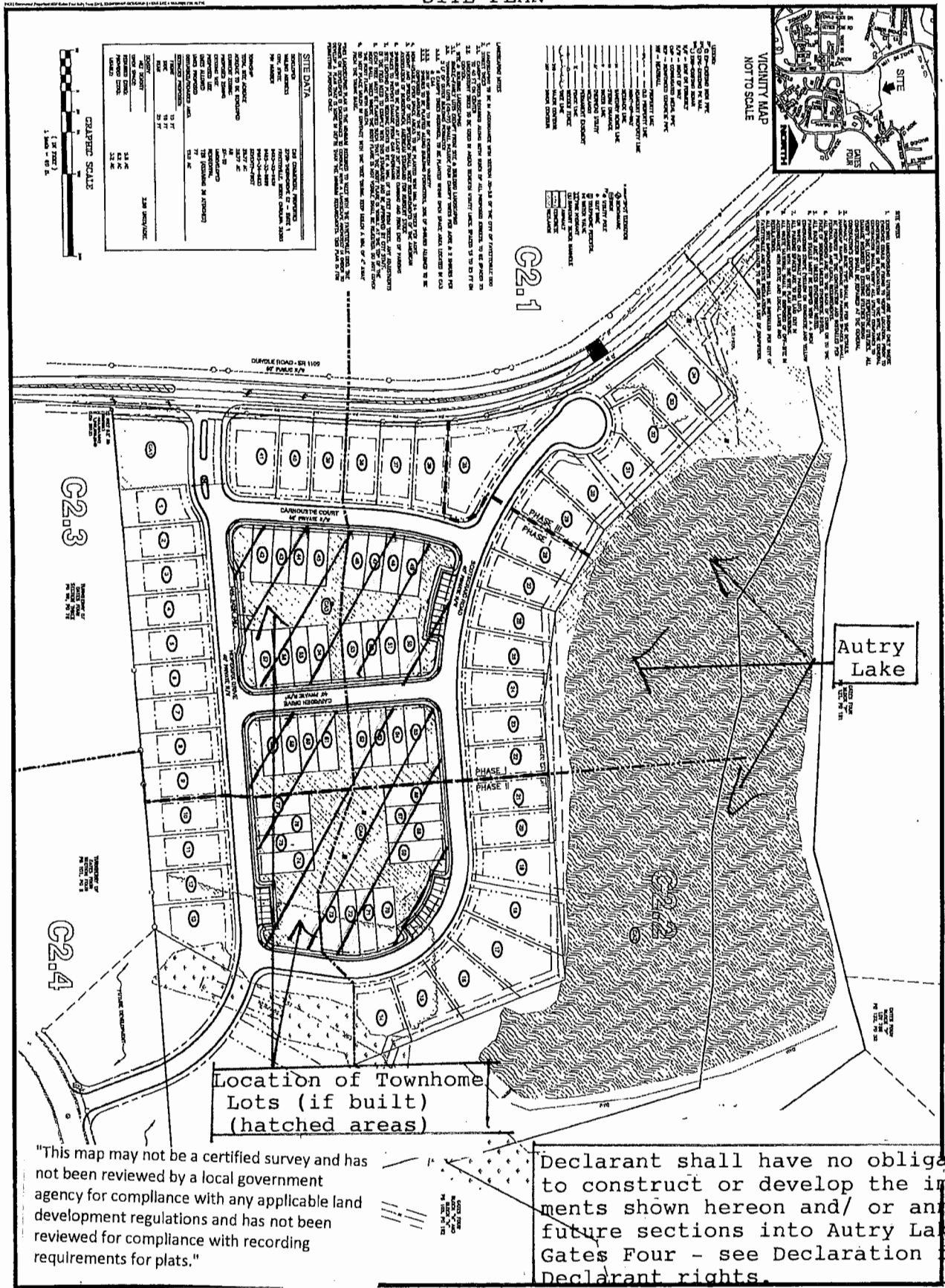


(N.P. SEAL)

EXHIBIT A

[See Site Plan attached hereto]

EXHIBIT A  
SITE PLAN



**SITE DATA**

OWNER	C&S COMMERCIAL, INC.
DESIGNER	4Dsite solutions
DATE	10/05/10
SHEET NUMBER	C-2.0
DATE RELEASED	OCTOBER 1, 2010

**LEGEND**

1" = 10' 0"	1" = 20' 0"
1" = 40' 0"	1" = 80' 0"
1" = 160' 0"	1" = 320' 0"

"This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats."

Declarant shall have no obligation to construct or develop the improvements shown hereon and/ or annex future sections into Autry Lake at Gates Four - see Declaration for Declarant rights.

**4Dsite solutions**  
1005 Thompson Road, Suite 100  
Fayetteville, AR 72703  
Phone: (479) 884-1122

**C&S COMMERCIAL PROPERTIES**

**OVERALL SITE PLAN**

**AUTRY LAKE AT GATES FOUR**

**FINAL DRAWING**  
NOT RELEASED FOR CONSTRUCTION

**10-05-10**

**C-2.0**



**EXHIBIT B**

[Attached Articles of Incorporation of Association]

[See pages that follow]



# NORTH CAROLINA

## Department of the Secretary of State

To all whom these presents shall come, Greetings:

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

### ARTICLES OF INCORPORATION

OF

**AUTRY LAKE AT GATES FOUR OWNERS ASSOCIATION, INC.**

the original of which was filed in this office on the 6th day of January, 2021.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 6th day of January, 2021.

*Elaine F. Marshall*

Secretary of State

SOSID: 2105887  
 Date Filed: 1/6/2021 10:52:00 AM  
 Elaine F. Marshall  
 North Carolina Secretary of State  
**C2021 005 01199**

State of North Carolina  
 Department of the Secretary of State

**ARTICLES OF INCORPORATION  
 NONPROFIT CORPORATION**

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the nonprofit corporation is: Autry Lake at Gates Four Owners Association, Inc.

2.  (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).

3. The name of the initial registered agent is: Robert J. Williams V

4. The street address and county of the initial registered agent's office of the corporation is:

Number and Street: 2709 Thorngrove Court, Suite 1  
 City: Fayetteville State: NC Zip Code: 28303 County: Cumberland

The mailing address *if different from the street address* of the initial registered agent's office is:

Number and Street or PO Box: \_\_\_\_\_  
 City: \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

5. The name and address of each incorporator is as follows:

Name	Address
L. Holden Reaves, Esq.	916-A Arsenal Ave, Fayetteville, NC 28305

6. (Check either "a" or "b" below.)

- a.  The corporation will have members.
- b.  The corporation will not have members.

7. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.

8. Any other provisions which the corporation elects to include are attached.

9. The street address and county of the principal office of the corporation is:

Principal Office Telephone Number: (910) 864-1125

Number and Street: 2709 Thorngrove Court, Suite 1

City: Fayetteville State: NC Zip Code: 28303 County: Cumberland

The mailing address *if different from the street address* of the principal office is:

Number and Street or PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

10. (Optional): Listing of Officers (See instructions for why this is important)

Name	Address	Title

11. (Optional): Please provide a business e-mail address: \_\_\_\_\_

The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

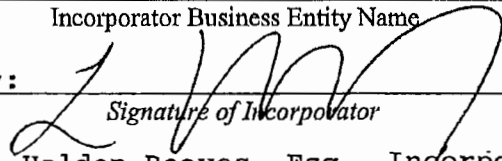
12. These articles will be effective upon filing, unless a future time and/or date is specified: \_\_\_\_\_

This is the 5 day of January, 2021.

Autry Lake at Gates Four Owners Association, Inc.

Incorporator Business Entity Name

By: \_\_\_\_\_



Signature of Incorporator

L. Holden Reaves, Esq., Incorporator

Type or print Incorporator's name and title, if any

NOTES:

1. Filing fee is \$60. This document must be filed with the Secretary of State.

BUSINESS REGISTRATION DIVISION  
(Revised August, 2017)

P. O. BOX 29622

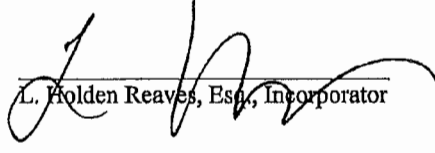
RALEIGH, NC 27626-0622  
Form N-01

**Attachment to  
Articles of Incorporation of  
Autry Lake at Gates Four Owners Association, Inc.**

**Provision for Dissolution**

Upon dissolution of the corporation, other than incident to a merger or consolidation, after all liabilities and obligations of the corporation have been paid, or adequate provision made therefore, then (a) assets held upon special condition shall be disposed of in accordance therewith; and (b) other assets shall be distributed in accordance with the corporation's plan of distribution pursuant to Section 55A-14-03 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the Incorporator has executed this Provision for Dissolution this the 5th day of January, 2021.

  
L. Holden Reaves, Esq., Incorporator

**EXHIBIT C**

**BYLAWS  
OF  
AUTRY LAKE AT GATES FOUR OWNERS ASSOCIATION, INC.**

**ARTICLE I.  
BUSINESS ADDRESS**

The initial business address of Autry Lake at Gates Four Owners Association, Inc. (the "Association") shall be 2709 Thorngrove Court, Suite 1, Fayetteville, North Carolina 28303. The business address may be changed by the Board of Directors in its discretion as reflected in the minutes or records of the Association.

**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 in Autry Lake at Gates Four subdivision (the "Subdivision"), located in Cumberland 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. In addition, the Declarant shall be a member of the Association during the Period of Declarant Control, as set forth in the Declaration.

**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 recorded Declaration of Restrictive Covenants, Conditions and Restrictions for Autry Lake at Gates Four (to which these bylaws are attached) (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 (the "Lots").

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 Cumberland County, North Carolina, as shall be designated on the notice of the meeting.

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 Cumberland 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.

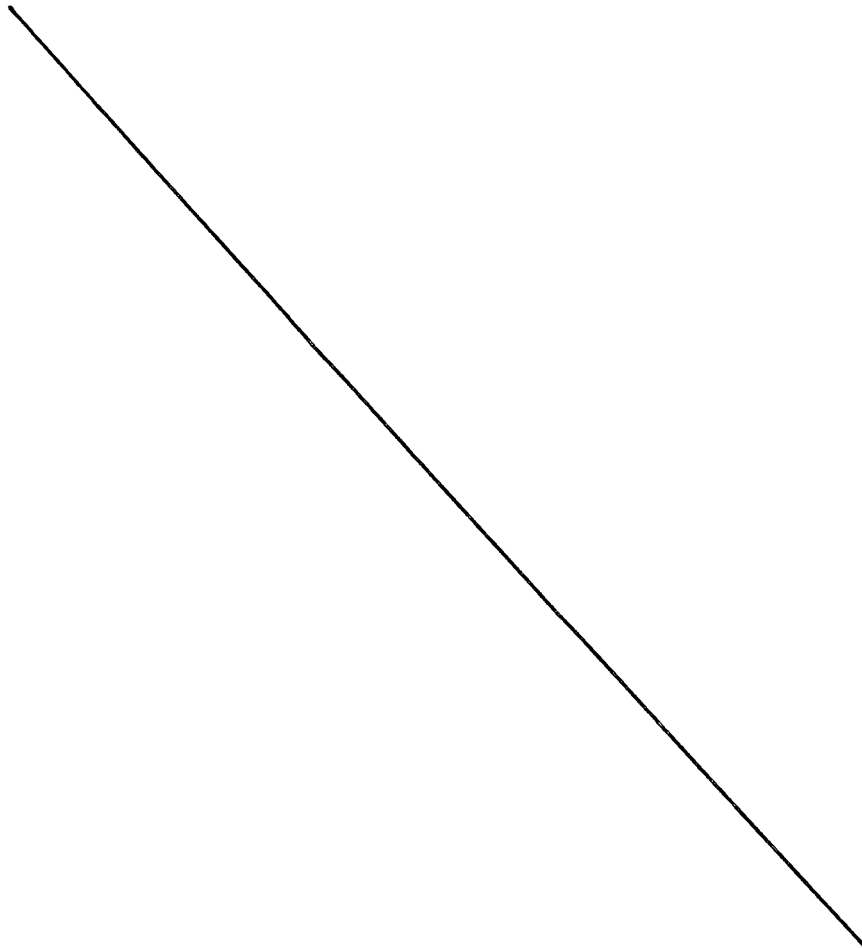
When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall



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 (except as otherwise set forth in the Declaration). At any annual meeting, substitute annual meeting, or special meeting of members, twenty percent (20%) 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 C-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 the Declarant (as defined in the Declaration) until such time as the Period of Declarant Control (as defined in the Declaration) expires or terminates (and it is noted that during the Period of Declarant Control only, the total number of the Board of Directors may be less than three (3) and need not be Association members, to be determined in the Declarant's discretion). 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. Staggered terms are permissible.

Section 2. Powers and Duties. The Board of Directors shall have the power and the duty to act on behalf of the Association, 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 and the Architectural Review Board (as defined in the Declaration) shall work together in good faith, it being understood that the Architectural Review Board has architectural approval authority as described in the Declaration. 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 Cumberland 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 a majority of the members of the Board of Directors and filed in the book of records of the Association (and all members are notified), 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; however, it is understood that the Board of Directors may delegate such signing authority to a property management company that has been contractually retained by the Association. Any such property management company shall be bonded by a reputable insurance or surety company.

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; however, during the Development Period, the Declarant may appoint non-resident individuals to said Adjudicatory Panel. 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.

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 arbitrative 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 Association shall not carry on any activities prohibited by an Association electing tax-exempt status under Section 528, or any corresponding sections or provisions of any future United States Internal Revenue law.

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.

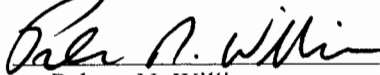
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IN TESTIMONY WHEREOF, the foregoing were adopted as the Bylaws of Association  
as of the date set forth below.

**DECLARANT:**

**CLIFFDALE CORNER, LLC**

By:   
Palmer N. Williams  
Vice President

Date: January 6<sup>th</sup>, 2022

[Adopted by Declarant during Period of Declarant Control]

EXHIBIT C-1 Attached to Bylaws

(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 \*\*\*, 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 \_\_\_\_\_.. \_\_\_\_\_

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