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J. LEE WARREN, JR.
REGISTER OF DEEDS

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DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS (the "Declaration") is made as of the date set forth in the below notary acknowledgment, by CRA HOME BUILDERS, INC., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in or near the Town of Hope Mills in Cumberland County, North Carolina, known as Georgetown Estates subdivision ("Georgetown Estates"), two (2) plats of which have been duly recorded in Plat Book 137, Page 60 Plat Book 137, Page 78 (together, the "Plat") of the Cumberland County, North Carolina Registry [Note: the defined term "Georgetown Estates" is intended to refer to all property shown on the Plat and all future annexed phases]; and

WHEREAS, Declarant desires that Georgetown Estates 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 Georgetown Estates 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 A, and the bylaws (the "Bylaws") of the Association are attached hereto as Exhibit B.

(b) "Common Area" shall mean and refer to all of those platted areas labelled as such on the Plat, if any, along with any improved detention pond(s) and other improvements located thereon, if any; and along with any subdivision signage improvements located in Georgetown Estates, if any. All Common Area shall be subject to the easements and other rights described herein and/or as shown on the Plat. The term "Common Area" shall also include any personal property acquired by the Association if said property is designated as "Common Area." All Common Area, including the retention pond(s) and related improvements located thereon, are to be devoted to and intended for the common use and enjoyment of the Members and/ or persons occupying dwelling places. The Association shall be responsible for maintaining and repairing the Common Area, per Article IX, Section 2.

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

- (1) All sums lawfully assessed by the Association against its Members;
- (2) Expenses of administration, maintenance, repair, or replacement of the Common Area, including without limitation; maintenance, upkeep and repair of the retention pond in accordance with Article VI herein and any sign, lighting, and/ or landscaping located within the entrance to Georgetown Estates;
- (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.

(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) when Declarant (or any builder affiliate of Declarant) no longer owns a Lot in

Georgetown Estates or any property within two (2) miles of any Lot which has been annexed into (or which may be annexed into) said subdivision; or (iii) when Declarant relinquishes such control in favor of the Association via a recordable document executed by Declarant and recorded in the local Registry.

(h) "Property" shall mean and refer to Georgetown Estates, which shall include all platted land shown on the Plat. The "Property" shall also include any future sections of Georgetown Estates as the same may be developed from time to time, if any, except that such future sections of Georgetown Estates 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.

ARTICLE II SPECIAL DECLARANT RIGHTS

Declarant reserves the following special declarant rights for the entire Property, including any future sections of Georgetown Estates during the Period of Declarant Control:

- (a) To complete any and all improvements indicated on the Plat and related engineering/architectural plans;
- (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 and utility improvements, as reasonably necessary, now or in the future;
- (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 property developed in conformity with the plan of development, regardless of whether now owned or acquired in the future and whether or not presently contiguous;
- (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 XI, Section 2;
- (j) To assign the Declarant's rights to a successor in interest;
- (k) To alter the size of the Common Area, and to recombine a portion of same with any Lot (to include the right, during the Period of Declarant Control, to execute a deed on behalf of the Association, to convey any portion of the Common Area to Declarant and/ or any third party,

subject to any approvals as may be necessary by the County Planning Department, the Town of Hope Mills, or other municipal agency having jurisdiction over the Property).

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 both of which may require an initial payment and/or a continuing monthly payment to such public utility provider by the owner of each improved Lot. 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 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. All areas indicated as streets on the Plat are hereby dedicated to public use.

ARTICLE IV USE RESTRICTIONS - LOTS

Section 1. All Lots shall be used for residential purposes only and shall not be used for any business or commercial purposes; provided, however, that Declarant reserves the right to use any Lot and any improvements thereon owned by Declarant (or an approved builder) as a model home with sales office. Group homes are prohibited.

Section 2. All Lots shall be residential lots, and no structure shall be erected, altered, placed or permitted to remain on any of said Lots except one detached single family dwelling of not more than two and one-half stories in height, a private garage for not more than three cars and other out-buildings in the rear of the dwelling house which may be incidental to normal residential use in subdivisions of similar category. Any such outbuildings shall be constructed in the same manner and with the same materials as the single family dwelling located on the Lot. No mobile homes or modular/ manufactured houses may be placed on any of the Lots.

Section 3. No dwelling shall be erected or allowed to remain on any of the Lots which shall contain a heated-area living space of less than sixteen hundred (1600) square feet, of which at least one thousand (1000) square feet must be on the ground floor (but only if such dwelling is a two-story dwelling) (. 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, carports, and porches shall not be counted. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purposes, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building Lot and approximate square footage, construction schedule, and such other information as the Declarant shall require, including, if so required, plans for the grading and landscaping of the building Lot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by the Declarant and until a copy of all such plans and specifications, as finally approved

by the Declarant have been lodged permanently with the Declarant. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and Lot-grading and landscaping plans, the Declarant may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building Lot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In the event the Declarant fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of the Declarant shall be conclusively presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvements which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a Lot. All driveways shall be constructed of concrete. Notwithstanding anything to the contrary herein, the Declarant shall have the right to reduce the minimum heated-area living space for new dwellings during the Period of Declarant Control, based upon market factors.

The Declarant approval requirements of this Section 3 shall automatically expire upon the expiration or termination of the Period of Declarant Control.

Section 4. All structures on any of said Lots shall comply with the setbacks as required by the Town of Hope Mills and/ or Cumberland County and/ or applicable municipal ordinance, as the case may be.

Section 5. No wire or concrete block fences shall be permitted on any Lot. No fence shall be erected closer to any street line than the rear corner, closest to the street, of the single family residential dwelling located on the Lot. No fence shall exceed six (6) feet in height. For those Lots which are corner lots, no such fencing may be placed or erected on an improved corner Lot any closer to the street than the back rear corner of the principal dwelling structure closest to the street and, on vacant Lots, closer to any street than the setback line. Ornamental fences (e.g., split rail fences or fences through which there is at least 75% visibility) not to exceed three (3) feet in height may be erected between the house and the street rights of way lines upon prior written approval by Declarant pursuant to Section 3 hereof; however, upon the expiration or termination of the Period of Declarant Control, the Association and its Board of Directors shall become exclusively vested with such approval rights. For all wooden fences, the finished side must face the exterior of the Lot and the bracing must face the interior of the Lot.

Section 6. Television satellite or dish antennas having a diameter in excess of twenty-two inches (22") are prohibited. All allowable satellite dishes or antennae are to be placed or installed at the rear of the house or the rear corner of the Lot, so that they are not easily visible from the street.

Section 7. No sign or signs other than a "For Sale" or "For Rent" sign shall be displayed on any Lot.

Section 8. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property for over fourteen (14) days. Notwithstanding the above, these restrictions shall not apply if such vehicle is kept in an enclosed garage and out of sight from the street. Commercial vehicles, camper trailers, recreation vehicles, trailers, and/or boats shall be stored at the rear of the residence on a concrete pad and enclosed by a privacy fence.

Section 9. No trailer, tent, shack, garage, barn or similar type outbuilding shall be placed, erected or allowed to remain on any Lot without the written consent of Declarant, its successors or assigns. Nor shall any structure of a temporary character be used as a residence temporarily, permanently or otherwise.

Section 10. Only break-away mailboxes may be constructed in the subdivision; it being the intention of the Declarant to preclude the erection of permanently constructed mailboxes in the North Carolina State Right-of-Way areas. Additionally, all mailboxes and posts must be black and must meet with Declarant's approval prior to erection.

Section 11. 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 12. 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 13. 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. There shall be a maximum of three (3) dogs and three (3) cats allowed per Lot.

Section 14. Each Lot Owner covenants and agrees that he/ she will control the noise level emanating from any activities on the 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 of their Lots.

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 IV during the Period of Declarant Control. Once the Period of Declarant Control has terminated, then the Association (through its board of directors) 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 the Subdivision. Any variance shall be set forth in writing and shall be recorded in the Cumberland County Registry, indexed in the name of the Georgetown Estates subdivision, the Association, and in the name of the affected Lot Owner(s).

Section 16. Each Lot Owner covenants and agrees that he/ she will keep his/ her Lot in good condition and repair, with presentable landscaping and trimmed grass at all times. 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 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 IX 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).

ARTICLE V
USE RESTRICTIONS - COMMON AREA

Notwithstanding anything to the contrary herein, no Owner may build or erect any structure or improvement upon or within the Common Area. No basketball goals may be erected or placed in the street right of way. No Owner may alter the grade or contours of any berm located within the Common Area. No Owner may plant or modify in any fashion the land, trees, shrubberies, and other landscaping within the Common Area except as may be required to comply with stormwater management regulations set forth below. It is the intention of the Declarant that the Association shall be solely responsible for the maintenance, upkeep and repair of the retention pond(s) within the Common Area.

ARTICLE VI
ASSOCIATION'S STORMWATER MANAGEMENT OBLIGATIONS; HOLD HARMLESS;
RELEASE OF LIABILITY OF DECLARANT

Section 1. The covenants in this Article VI are intended to ensure ongoing compliance with State Stormwater Management Permit Number #SW6140503 as issued by the Division of Water Quality under the Stormwater Management Regulations.

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

Section 3. The covenants in this Article VI are to run with the land and be binding on all persons and parties claiming under them.

Section 4. The covenants of this Article VI may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

Section 5. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

Section 6. The maximum allowable built-upon area per Lot is 4,000 square feet. This allotted amount includes any built-upon area constructed within the Lot property boundaries, and that portion of the right-of-way between the front Lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, conquina and parking areas, but does not include raised, open wood decking or the water surface of swimming pools.

Section 7. Each Lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters.

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

Section 9. Upon the expiration or relinquishment of the Period of Declarant Control, it shall be the sole responsibility of the Association to comply with the provisions of the Wet Detention Basin Operation and Maintenance Agreement dated May 15, 2014 and the Dry Extended Detention Basin Operation and Maintenance Agreement dated May 15, 2014 (together, the "Maintenance Agreement"), copies of which is attached hereto as Exhibit C. For good and valuable consideration, the Association and all Owners, jointly and severally, agree to save, defend, keep harmless, and indemnify Declarant, its successors and assigns, of and from all loss, damage, costs, charge, liability or expense, including court costs, attorneys' fees, and other costs and expenses incident to any suit, investigation, claim, demand or proceeding, which are threatened against or suffered, sustained, incurred or required to be paid by Declarant as a result of the Association's failure to comply with the Maintenance Agreement. In addition, for good and valuable consideration, the Association and all Owners, jointly and severally, release Declarant, its successors and assigns, from any and all liability in any way related to the Maintenance Agreement and/ or the Common Properties. The provisions set forth in this Section 9 of this Article VI may not be altered or rescinded without the express written consent of the Declarant.

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. 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 one type of regular voting membership. Each Member shall be entitled to one (1) vote for each Lot which he/ she owns. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. 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.

Section 3. The Association shall be initially governed by a Board of Directors consisting of up to three (3) persons, with the number in subsequent years to be determined as provided for in the By-Laws of the Association. The Declarant shall have the right to appoint and remove all three (3) persons on the Board, or any lesser number in its discretion, and to appoint and remove all 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.

ARTICLE VIII PROPERTY RIGHTS IN THE COMMON AREA; RIGHT OF FIRST REFUSAL IN FAVOR OF TOWN OF HOPE MILLS (RECREATIONAL AREAS)

Section 1. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Member and every tenant and guest of such Member shall have a right of easement of enjoyment in and to the Common Area and such easement shall be

appurtenant to and shall pass with the title of every Lot. This appurtenant easement cannot be separated from or conveyed separately from fee simple title to the Lot. The privilege granted to guests and tenants of Members to use and enjoy the Common Area is subject to the following:

(a) the right of the Association, in accordance with its Bylaws or otherwise, to borrow money for the purpose of improving and/or maintaining the Common Area and providing services authorized herein and in aid thereof to mortgage said properties; and

(b) the special Declarant rights reserved herein.

Section 2. If all or any portion of the Common Area owned by the Association is disposed of, or if the Association is dissolved, the recreational areas located therein, if any, shall be first offered to the Town of Hope Mills, as required by Section 86A-408(C)(4) of the Town of Hope Mills Subdivision Ordinance, as amended. The Town of Hope Mills is an intended beneficiary of this this covenant (Article VIII, Section 2), and this covenant may not be altered or rescinded without the express written consent of the Town of Hope Mills.

ARTICLE IX 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 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 and for the use and enjoyment of the Common Area, 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 providing for limited access to the property, 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, any amounts required for the Escrow Fund as required by the Maintenance Agreement (per Article VI, Section 9), and such other needs as may arise. The Association shall be responsible for maintaining and repairing the Common Area.

Section 3. The initial annual assessment for Common Expenses shall be \$250 annually based on the calendar year, such annual assessment for each Lot to commence upon the sale of each Lot upon which a newly constructed residence has been built. Any builder shall be exempt from the annual assessment until the first (1st) 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, all builders (and/ or any other buyer of any undeveloped Lot upon which a residence has not yet been constructed) shall be assessed a one time or initial start-up fee of \$250, which shall be collected upon the purchase of each undeveloped Lot. Any buyer of a Lot upon which a newly-constructed residence has already been built shall not be responsible for paying an initial start-up fee. The Association, acting by and through its board of directors, shall have the fiduciary discretion to adjust the annual assessment for Common Expenses 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. The Declarant shall have no liability to the Owners or the Association if assessments are not collected during the Period of Declarant Control. 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.

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 eighteen (18%) per annum. 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.

ARTICLE X INSURANCE REQUIREMENTS; COMMON AREA

The Association shall keep liability (and casualty insurance, as appropriate) on the Common Area in the Georgetown Estates subdivision, in accordance with the minimum requirements of NCGS 47F-3-113 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 XI GENERAL PROVISIONS

Section 1. So long as Declarant, any Owner, or the Association is the owner of a Lot or the Common Area shown on the Plat, Declarant, or any Owner, and/ 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-six percent (66%) 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 matter (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 provisions of the Town of Hope Mills Ordinance, the provisions of the Town of Hope Mills Ordinance shall control.

Section 4. It is understood and agreed that Declarant shall be responsible for all street maintenance and repair within the Georgetown Estates subdivision until such time as NCDOT (or other governmental agency, as applicable) has formally agreed to accept maintenance responsibility therefore.

Section 5. Any city and/or county ad valorem taxes on the Common Area, if any, as well as city and/or county and/or PWC 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 7. No party wall or common wall (whereby adjacent Lot Owners would commonly own (and share) a wall along a common Lot boundary line) shall be allowed within the Georgetown Estates subdivision.

Section 8. Subject to the terms contained in this Declaration which may lawfully deviate from the default terms contained in the North Carolina Planned Community Act (NCGS 47F et seq) (the "Act"), the Declarant hereby intends that the Georgetown Estates subdivision be expressly subject to the terms of the Act, as such may be amended.

Section 9. Georgetown Estates is subject to an ongoing monthly continuous fee for the installation and/ or maintenance of underground utilities and street lighting by Lumbee River EMC and its successor and/ or assigns. Such fee shall be a Common Expense payable by the Association, unless and until such fee is billed directly to the Owners by said utility company.

**[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 Manager as of the date set forth in the below notary acknowledgment.

DECLARANT:

CRA HOME BUILDERS, INC.

By: _____

Its: _____

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

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

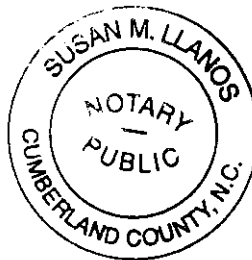
George H. Armstrong, as President of **CRA HOME BUILDERS, INC.**, a North Carolina corporation.

Date: November 17, 2015

Official Signature of Notary: Susan M. Llanos

Notary's Printed Name: Susan M. Llanos

My commission expires: August 24, 2020 [Affix Notary Seal or Stamp]



(N.P. SEAL)

EXHIBIT A

[Attached Articles of Incorporation of Association]

[See pages that follow]



BK 09816 PG 0028

NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

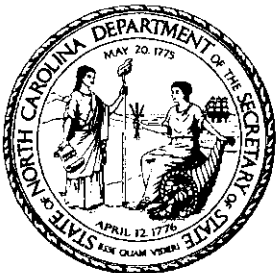
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify
the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

GEORGETOWN ESTATES OWNERS ASSOCIATION, INC

the original of which was filed in this office on the 16th day of September, 2015.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed my official seal at the City of
Raleigh, this 21st day of September, 2015.

Elaine F. Marshall

Secretary of State

BK09816 PG0029

State of North Carolina
Department of the Secretary of State

SOSID: 1470808
Date Filed: 9/16/2015 12:10:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2015 259 00379

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 corporation is: Georgetown Estates-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 street address and county of the initial registered office of the corporation is:

Number and Street: 238 N. McPherson Church Road

City, State, Zip Code: Fayetteville, NC 28303 County: Cumberland
4. The mailing address *if different from the street address* of the initial registered office is:

[Same as street address]
5. The name of the initial registered agent is:

Butch Dunlap
6. The name and address of each incorporator is as follows: _____

L. Holden Reaves, Esq., P.O. Box 53187, Fayetteville, NC 28305 (Cumberland County), Incorporator
7. (Check either a or b below.)
a. ☒ The corporation will have members.
b. ☐ The corporation will not have members.
8. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution. – See attached.
9. Any other provisions which the corporation elects to include are attached. – N/A
10. The street address and county of the principal office of the corporation is:

Number and Street: 238 N. McPherson Church Road

City, State, Zip Code: Fayetteville, NC 28303 County: Cumberland
11. The mailing address *if different from the street address* of the principal office is:

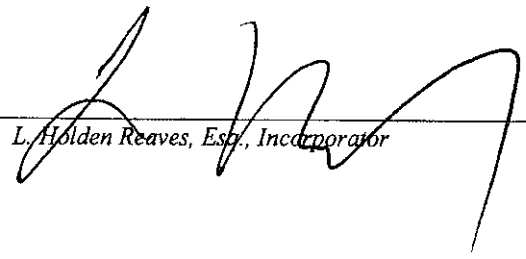
[Same as street address]



EX 09816 PG 0030

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

This is the 15th day of September, 2015.



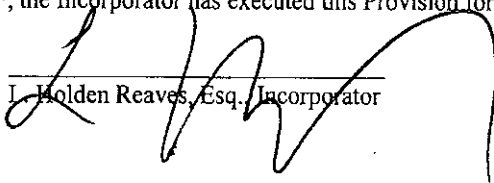
L. Holden Reaves, Esq., Incorporator

Attachment to
Articles of Incorporation of
Georgetown Estates 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 15th day of September, 2015.



L. Holden Reaves, Esq., Incorporator

NOTES:

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

Revised January 2000

Form N-01

CORPORATIONS DIVISION

P. O. BOX 29622

RALEIGH, NC 27626-0622

EXHIBIT B

**BYLAWS
OF
GEORGETOWN ESTATES OWNERS ASSOCIATION, INC.**

**ARTICLE I.
BUSINESS ADDRESS**

The initial business address of Georgetown Estates Owners Association, Inc. (the "Association") shall be 238 N. McPherson Church Road, Fayetteville, North Carolina 28303. The business address may be changed by the Board of Directors in its discretion.

**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 Georgetown Estates subdivision (the "Subdivision"), located in or near the Town of Hope Mills, 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.

**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 and Easements for Georgetown Estates (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 or near the Town of Hope Mills (or City of Fayetteville), Cumberland County, North Carolina, as shall be designated on the notice of the meeting or agreed upon by a majority of the members entitled to vote thereat.

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

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

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

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

Section 5. Notice of Meetings. Written notice of the meeting shall be delivered not less than ten (10) nor more than sixty (60) days (unless otherwise provided in the Declaration) before the date of any members' meeting, either personally, by mail, or by electronic mail over the internet, by or at the direction of the President, the Secretary, or other person calling the meeting, to each member of record. The notice shall state the time and place of the meeting and shall also state the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes and any proposal to remove an officer/director. If mailed, such shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his/her address as it appears on the record of members of the Association, with postage thereon prepaid. If sent by electronic mail over the internet, such shall be deemed to be delivered when sent by electronic email to an electronic mailing address designated in writing by the Lot owner. It shall be the responsibility of the individual members to keep the Secretary informed of their current addresses. In the absence of instructions from an individual member as to his/her address, the Secretary shall be entitled to rely on the most recent records of the 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. 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 A-1 attached hereto shall be deemed sufficient.

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

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

ARTICLE VI. BOARD OF DIRECTORS

Section 1. Purpose, Number and Term of Office. The business and affairs of the Association shall be managed by a Board of Directors of at least three (3) individuals, who shall be entitled to act on behalf of the Association. The Board of Directors shall be appointed by CRA Home Builders, Inc. (the "Declarant") 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), 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. Notwithstanding anything to the contrary herein, during the Period of Declarant Control, the Association may be managed by a Board of Directors of less than three (3) individuals.

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

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

B. The Board will adopt a proposed budget for the Association to be

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

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

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

Notwithstanding any other provision herein, the Board of Directors is authorized, on behalf of the Association, to submit any dispute with or claim against the owner(s) of any Lot(s) to voluntary arbitration pursuant to any arbitration program then in effect in the General Court of Justice of 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 Development Period (as defined in the Declaration), the members of the Association may amend these Bylaws by the vote of at least sixty-seven percent (67%) of all existing Lot owners at any meeting of the membership of the Association, in which a quorum is present, properly held and conducted pursuant to Article V above.

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

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

[The Remainder of This Page Intentionally Left Blank]

EX 09816 PG0042

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

DECLARANT:

CRA HOME BUILDERS, INC.

By: _____

Its: _____

Date: November 17, 2015

[Executed by Declarant during Period of Declarant Control]

EXHIBIT A-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_

BK09816 PG0044

EXHIBIT C

[Attach Maintenance Agreement]

Dry Extended Detention Basin Operation and Maintenance Agreement

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

The dry extended detention basin system is defined as the dry detention basin, outlet structure, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

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

This system (check one):

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

Important maintenance procedures:

- The drainage area will be managed to reduce the sediment load to the dry extended detention basin.
- Immediately after the dry extended detention basin is established, the vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- No portion of the dry extended detention pond will be fertilized after the first initial fertilization that is required to establish the vegetation.
- I will maintain the vegetation in and around the basin at a height of approximately six inches.
- Once a year, a dam safety expert will inspect the embankment.

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

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

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

BMP element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred or riprap is displaced.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticides are used, wipe them on the plants rather than spraying.
The main treatment area	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat.
	Water is standing more than 5 days after a storm event.	Check outlet structure for clogging. If it is a design issue, consult an appropriate professional.
	Weeds and noxious plants are growing in the main treatment area.	Remove the plants by hand or by wiping them with pesticide (do not spray).

BMP element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs or trees have started to grow on the embankment.	Remove shrubs or trees immediately.
	Grass cover is unhealthy or eroding.	Restore the health of the grass cover - consult a professional if necessary.
	Signs of seepage on the downstream face.	Consult a professional.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the NC Division of Water Quality 401 Oversight Unit at 919-733-1786.

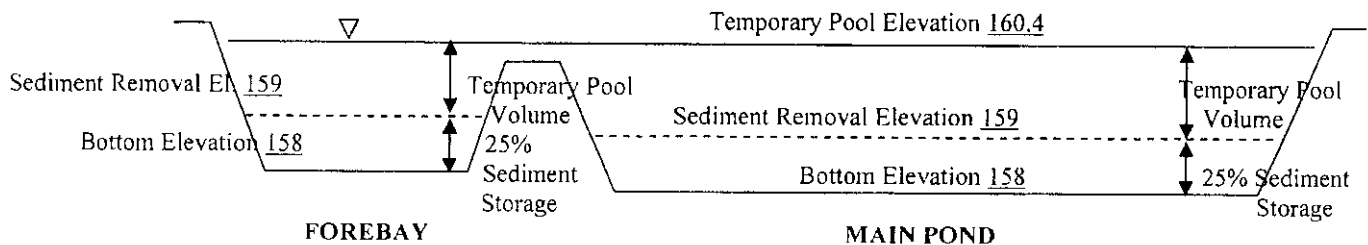
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the basin depth reads $<1.4'$ feet in the main pond, the sediment shall be removed.

When the basin depth reads $<1.4'$ feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM

(fill in the blanks)



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

Project name: The Estates at Georgetown - Phase I

BMP drainage area number: BMP-1

Print name: Carolyn R. Armstrong

Title: Member / Manager CBMM Properties, LLC

Address: 238 N. McPherson Church Road, Fayetteville, NC 28303

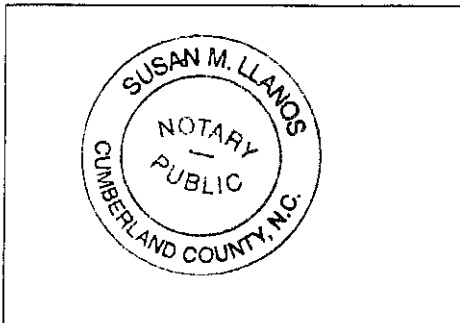
Phone: 910-864-1125

Signature: Carolyn R. Armstrong

Date: May 15, 2014

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

I, Susan M. Llanos, a Notary Public for the State of North Carolina, County of Cumberland, do hereby certify that Carolyn R. Armstrong personally appeared before me this 15th day of May, 2014, and acknowledge the due execution of the forgoing dry detention basin maintenance requirements. Witness my hand and official seal,



SEAL

Susan M. Llanos

My commission expires August 21, 2015

Permit Number: SW6140503
 (to be provided by DWQ)
 Drainage Area Number: _____

Wet Detention Basin Operation and Maintenance Agreement

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

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

This system (check one):

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

This system (check one):

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

Important maintenance procedures:

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

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

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

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

Permit Number: **SW640503**
 (to be provided by DWQ)
 Drainage Area Number: _____

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

Permit Number: SW640503
 (to be provided by DWQ)
 Drainage Area Number: _____

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

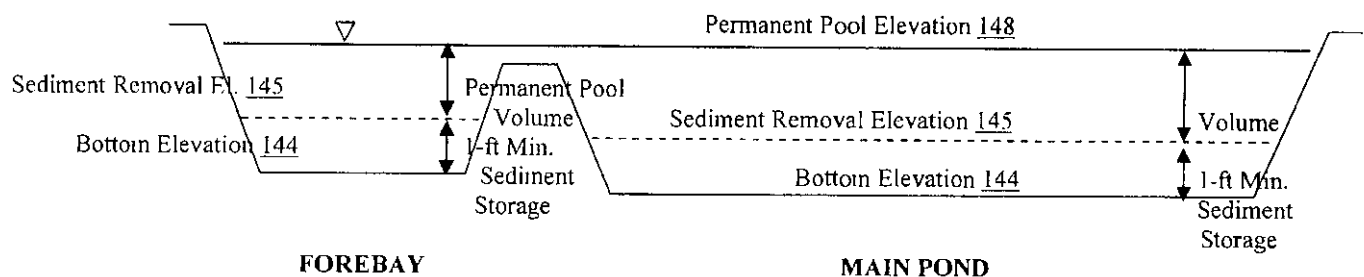
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

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

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

BASIN DIAGRAM

(fill in the blanks)



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

Project name: The Estates at Georgetown - Phase I

BMP drainage area number: BMP-2

Print name: Carolyn R. Armstrong

Title: Member / Manager - CBMM Properties, LLC

Address: 238 N. McPherson Church Road, Fayetteville, NC 28303

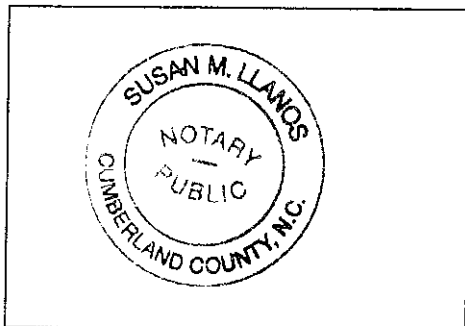
Phone: 910-864-1125

Signature: Carolyn R. Armstrong

Date: May 15, 2014

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

I, Susan M. Llanos, a Notary Public for the State of North Carolina, County of Cumberland, do hereby certify that Carolyn R. Armstrong personally appeared before me this 15th day of May, 2014, and acknowledge the due execution of the forgoing wet detention basin maintenance requirements. Witness my hand and official seal,



SEAL

Susan M. Llanos

My commission expires August 21, 2015

Wet Detention Basin Operation and Maintenance Agreement

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

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

This system (*check one*):

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

This system (*check one*):

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

Important maintenance procedures:

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

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

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

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

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

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

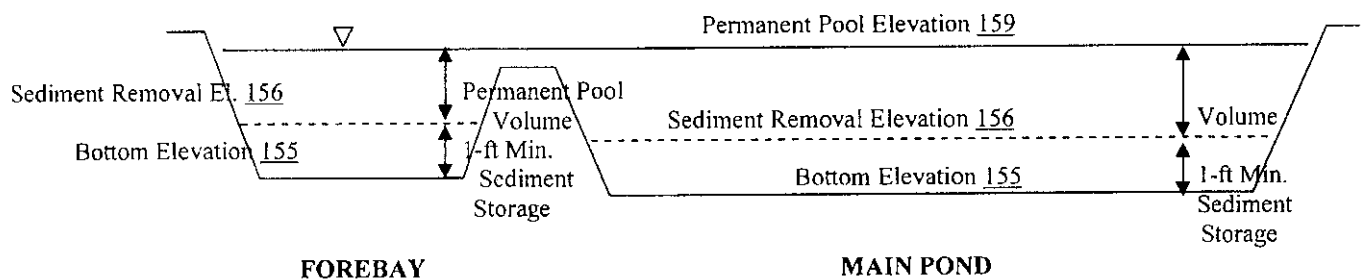
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

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

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

BASIN DIAGRAM

(fill in the blanks)



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

Project name: The Estates at Georgetown - Phase I

BMP drainage area number: BMP-3

Print name: Carolyn R. Armstrong

Title: Member / Manager - CBMM Properties, LLC

Address: 238 N. McPherson Church Road, Fayetteville, NC 28303

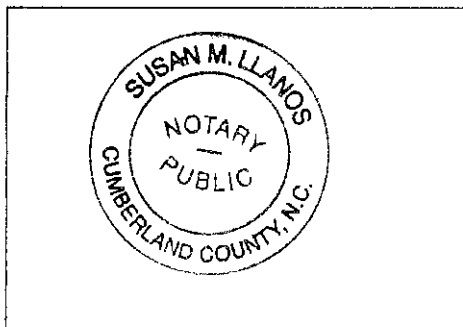
Phone: 910-864-1125

Signature: Carolyn R. Armstrong

Date: May 15, 2014

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

I, Susan M. Llanos, a Notary Public for the State of North Carolina, County of Cumberland, do hereby certify that Carolyn R. Armstrong personally appeared before me this 15th day of May, 2014, and acknowledge the due execution of the forgoing wet detention basin maintenance requirements. Witness my hand and official seal,



SEAL

Susan M. Llanos

My commission expires August 21, 2015

FILED	Aug 15, 2016
AT	03:52:40 pm
BOOK	09922
START PAGE	0330
END PAGE	0332
INSTRUMENT #	24914
RECORDING	\$26.00
EXCISE TAX	(None)

RA

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

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS FOR GEORGETOWN ESTATES**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, INC., a North Carolina corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision, a plats of which appears in the Cumberland County, NC Registry in Plat Book 137, Page 170; Plat Book 137, Page 78; and Plat Book 137, Page 60 (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded on March 4, 2016 in Book 9816, Page 14, aforesaid Registry (the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Declaration;

WHEREAS, pursuant to its rights as set forth in the Declaration, Declarant desires to modify the Declaration, as set forth herein:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article XI, Section 2 of the Declaration, the Declarant hereby modifies the Declaration as follows:

1. The following property is hereby withdrawn from the Subdivision, and shall no longer be subject to the terms of the Declaration:

"All of Access Parcel "B" (0.09 Acres) as shown on plat duly recorded in Plat Book 137, Page 170, Cumberland County, NC Registry."

It is further noted that above-described property, which is hereby withdrawn from the Subdivision (the "Withdrawn Property"), has been deeded to the County of Cumberland pursuant to that certain general warranty deed recorded in Book 9922, Page 327, aforesaid Registry, for purposes of providing the adjacent County-owned parcel with direct access to and from McKinnon Farm Road, which is a public street. It was never intended that the Withdrawn Property comprise a portion of the Subdivision;

2. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby.

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

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

DECLARANT:

CRA HOME BUILDERS, INC.

By: _____

George H. Armstrong, President

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: George H. Armstrong, as President of CRA Home Builders, Inc., a North Carolina corporation.

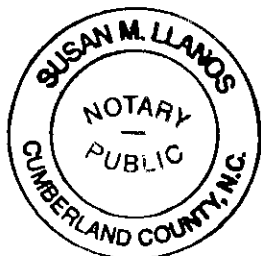
Date: August 15, 2016

Official Signature of Notary: Susan M. Llanos

Notary's Printed Name: Susan M. Llanos

My commission expires: August 21, 2020

[Affix Notary Seal or Stamp]



(N.P. SEAL)

BK 09933 PG 0701

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Aug 30, 2016
AT 03:53:27 pm
BOOK 09933
START PAGE 0701
END PAGE 0704
INSTRUMENT # 26852
RECORDING \$26.00
EXCISE TAX (None)
RA

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

~~Return~~ Phil / Larry King & Assoc

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS FOR GEORGETOWN ESTATES**

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, INC., a North Carolina corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, aforesaid Registry (together, the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Declaration;

WHEREAS, pursuant to Article II (f) of the Declaration (as well as may be found elsewhere in the Declaration), Declarant reserved the special declarant right, during the Period of Declarant Control, to annex any additional property into the Subdivision;

WHEREAS, Declarant desires to modify the Declaration to annex additional into the Subdivision certain complimentary storm ponds and surrounding acreage, as set forth herein:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article II(f) of the Declaration (as well as authority as may be found elsewhere in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. The Declarant hereby annexes the property (and all improvements located thereon) described in Exhibit A attached hereto and incorporated herein by reference into the Subdivision. Said property shall be Common Area and shall be owned by the Association.
2. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.

**{The Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto}**

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

DECLARANT:

CRA HOME BUILDERS, INC.

By: George H. Armstrong
George H. Armstrong, President

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he ~~or she~~ voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: George H. Armstrong, as President of CRA Home Builders, Inc., a North Carolina corporation.

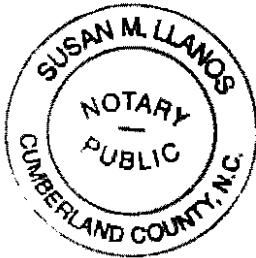
Date: August 22, 2016

Official Signature of Notary: Susan M. Llanos

Notary's Printed Name: Susan M. Llanos

My commission expires: August 21, 2020

[Affix Notary Seal or Stamp]



(N.P. SEAL)

EXHIBIT A

BEING all of "Common Area "E" (14.88 Acres), all as shown on plat entitled "Georgetown Estates, Section One – Phase One", said plat having been duly recorded in Plat Book 138, Page 53, Cumberland County, NC Registry.

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Sep 08, 2016
AT 11:05:52 am
BOOK 09940
START PAGE 0460
END PAGE 0463
INSTRUMENT # 27882
RECORDING \$26.00
EXCISE TAX (None)

RA

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

**THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS FOR GEORGETOWN ESTATES**

THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, INC., a North Carolina corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, as amended by Second Amendment recorded in Book 9933, Page 701, Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Declaration;

WHEREAS, pursuant to Article II (f) of the Declaration (as well as may be found elsewhere in the Declaration), Declarant reserved the special declarant right, during the

Period of Declarant Control, to annex any additional property into the Subdivision;

WHEREAS, Declarant desires to modify the Declaration to annex additional into the Subdivision certain complimentary storm ponds and surrounding acreage, as set forth herein:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article II(f) of the Declaration (as well as authority as may be found elsewhere in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. The Declarant hereby annexes the property (and all improvements located thereon) described in Exhibit A attached hereto and incorporated herein by reference into the Subdivision. Said property shall be Common Area and shall be owned by the Association.
2. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.

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

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

DECLARANT:

CRA HOME BUILDERS, INC.

By: *George H. Armstrong*
George H. Armstrong, President

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: George H. Armstrong, as President of CRA Home Builders, Inc., a North Carolina corporation.

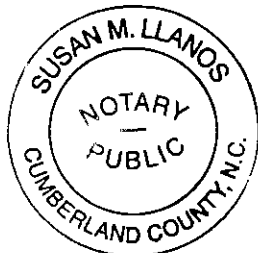
Date: September 2, 2016

Official Signature of Notary: *Susan M. Llanos*

Notary's Printed Name: Susan M. Llanos

My commission expires: August 21, 2020

[Affix Notary Seal or Stamp]



(N.P. SEAL)

EXHIBIT A

BEING all of "Common Area "G" (6.92 Acres), all as shown on plat entitled "Georgetown Estates, Section One – Phase One", said plat having been duly recorded in Plat Book 138, Page 53, Cumberland County, NC Registry.

FILED
 CUMBERLAND COUNTY NC
 J. LEE WARREN, JR.
REGISTER OF DEEDS
 FILED Jun 20, 2017
 AT 09:41:17 am
 BOOK 10114
 START PAGE 0239
 END PAGE 0242
 INSTRUMENT # 19282
 RECORDING \$26.00
 EXCISE TAX (None)
 SG

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

FOURTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES

THIS FOURTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, INC., a North Carolina corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, as amended by Second Amendment recorded in Book 9933, Page 701, as amended by Third Amendment recorded in Book 9940, Page 460, all Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Declaration;

WHEREAS, pursuant to Article II (f) of the Declaration (as well as may be found elsewhere in the Declaration), Declarant reserved the special declarant right, during the

Period of Declarant Control, to annex any additional property into the Subdivision;

WHEREAS, Declarant desires to modify the Declaration to annex additional into the Subdivision, as set forth herein:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article II(f) of the Declaration (as well as authority as may be found elsewhere in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. The Declarant hereby annexes the property (and all improvements located thereon) described in Exhibit A attached hereto and incorporated herein by reference into the Subdivision.
2. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.

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

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

DECLARANT:

CRA HOME BUILDERS, INC.

By: _____

George H. Armstrong, President

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: George H. Armstrong, as President of CRA Home Builders, Inc., a North Carolina corporation.

Date: JUNE 19 2017

Official Signature of Notary: _____

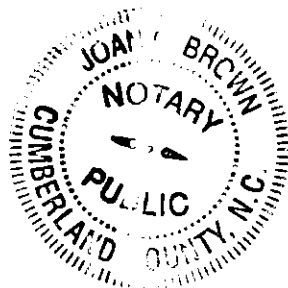
Notary's Printed Name: _____

JOAN C. BROWN

My commission expires: _____

SEPT. 13, 2020

[Affix Notary Seal or Stamp]



(N.P. SEAL)

EXHIBIT A

BEING all of Lots 81-90 inclusive and Lots 125-133 inclusive, as shown on plat entitled "Georgetown Estates, Phase One - Section Two, Lots 81-90 and 125-133", said plat having been duly recorded in Plat Book 138, Page 186, Cumberland County, NC Registry.

FILED
 CUMBERLAND COUNTY NC
 J. LEE WARREN, JR.
 REGISTER OF DEEDS

FILED	Jan 22, 2018
AT	03:20:24 pm
BOOK	10238
START PAGE	0576
END PAGE	0580
INSTRUMENT #	01963
RECORDING	\$26.00
EXCISE TAX	(None)

LC

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

Return to: Larry King & Associates

FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES

THIS FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, INC., a North Carolina corporation ("Declarant").

In addition, Armstrong Builders, LLC, a North Carolina limited liability company ("Armstrong Builders") executes this Amendment to consent to the provisions contained herein, with respect to Lot 125 as recombined and described on Exhibit A ("Lot 125"), which is currently owned by Armstrong Builders.

WITNESSETH:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, as amended by Second Amendment recorded in Book 9933, Page 701, as amended by Third Amendment recorded in Book 9940, Page 460, as amended by Fourth Amendment recorded in Book 10114, Page 239, all Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Declaration;

WHEREAS, pursuant to Article II (f) of the Declaration (as well as may be found elsewhere in the Declaration), Declarant reserved the special declarant right, during the Period of Declarant Control, to annex any additional property into the Subdivision;

WHEREAS, Declarant desires to modify the Declaration to annex additional into the Subdivision, as set forth herein:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article II(f) of the Declaration (as well as authority as may be found elsewhere in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. The Declarant hereby annexes the property (and all improvements located thereon) described in Exhibit A attached hereto and incorporated herein by reference into the Subdivision.
2. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.
3. In addition, it is noted that Armstrong Builders executes this Amendment as the fee owner of Lot 125, consenting to the terms contained herein, and intending that Lot 125 be bound by the terms of the Declaration.

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

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

DECLARANT:

CRA HOME BUILDERS, INC.

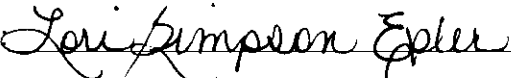
By: 
George H. Armstrong, President

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: George H. Armstrong, as President of CRA Home Builders, Inc., a North Carolina corporation.

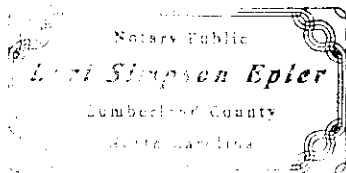
Date: 01/08/2018

Official Signature of Notary: 

Notary's Printed Name: LORI SIMPSON EPLER

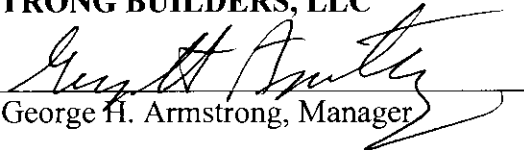
My commission expires: 11/14/2019

[Affix Notary Seal or Stamp]



(N.P. SEAL)

ARMSTRONG BUILDERS, LLC

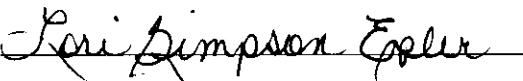
By: 
George H. Armstrong, Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: George H. Armstrong, as Manager of Armstrong Builders, LLC, a North Carolina limited liability company.

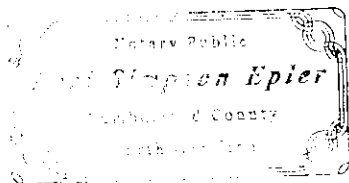
Date: 01/08/2018

Official Signature of Notary: 

Notary's Printed Name: LORI SIMPSON EPLER

My commission expires: 11/14/2019

[Affix Notary Seal or Stamp]



(N.P. SEAL)

EXHIBIT A

BEING all of Lots 35-39, Lots 59-69, and Lot 125, all as shown on that certain plat entitled "Georgetown Estates – Section One – Phase Three", said plat having been duly recorded in Plat Book 140, Page 109, Cumberland County, NC Registry.

BK10275 PG0687

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Mar 27, 2018
AT 12:51:12 pm
BOOK 10275
START PAGE 0687
END PAGE 0690
INSTRUMENT # 09041
RECORDING \$26.00
EXCISE TAX (None)
CL

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

**SIXTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS FOR GEORGETOWN ESTATES**

THIS SIXTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, INC., a North Carolina corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, as amended by Second Amendment recorded in Book 9933, Page 701, as amended by Third Amendment recorded in Book 9940, Page 460, as amended by Fourth Amendment recorded in Book 10114, Page 239, as amended by Fifth Amendment recorded in Book 10238, Page 576, all Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Declaration;

WHEREAS, pursuant to Article II (f) of the Declaration (as well as may be found elsewhere in the Declaration), Declarant reserved the special declarant right, during the Period of Declarant Control, to annex any additional property into the Subdivision;

WHEREAS, Declarant desires to modify the Declaration to annex additional into the Subdivision, as set forth herein:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article II(f) of the Declaration (as well as authority as may be found elsewhere in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. The Declarant hereby annexes the property (and all improvements located thereon) described in Exhibit A attached hereto and incorporated herein by reference into the Subdivision.
2. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.

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

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

DECLARANT:

CRA HOME BUILDERS, INC.

By: *George H. Armstrong*
George H. Armstrong, President

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: George H. Armstrong, as President of CRA Home Builders, Inc., a North Carolina corporation.

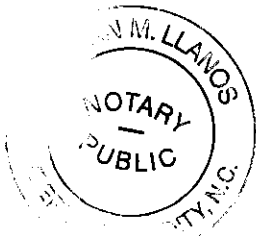
Date: March 27, 2018

Official Signature of Notary: *Susan M. Llanos*

Notary's Printed Name: Susan M. Llanos

My commission expires: August 21, 2020

[Affix Notary Seal or Stamp]



(N.P. SEAL)

EXHIBIT A

BEING all of Lots 7 through 13, all as shown on that certain plat entitled "Georgetown Estates – Section One – Phase Four", said plat having been duly recorded in Plat Book 140, Page 121, Cumberland County, NC Registry.

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Jan 30, 2019
AT 01:03:11 pm
BOOK 10439
START PAGE 0698
END PAGE 0700
INSTRUMENT # 02507
RECORDING \$26.00
EXCISE TAX (None)
BLF

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

**SEVENTH AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS AND EASEMENTS FOR
GEORGETOWN ESTATES**

THIS SEVENTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, INC., a North Carolina corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, as amended by Second Amendment recorded in Book 9933, Page 701, as amended by Third Amendment recorded in Book 9940, Page 460, as amended by Fourth Amendment recorded in Book 10114, Page 239, as amended by Fifth Amendment recorded in Book 10238, Page 576, as amended by Sixth Amendment recorded in Book 10275, Page 687, all Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as

such term is defined in the Declaration;

WHEREAS, pursuant to Article III, Section 1, Declarant reserved the right to subject the Property to a contract with public utility providers, which may require a continuing monthly payment to such public utility provider;

WHEREAS, pursuant to Article XI, Section 2 of the Declaration, Declarant reserved the special declarant right, during the Period of Declarant Control, to unilaterally amend the Declaration in a reasonable manner (taking into account the general plan of development and not deviating therefrom); and

WHEREAS, Declarant desires to modify the Declaration.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article III, Section 1 and Article XI, Section 2 of the Declaration (as well as may be found elsewhere in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. Article III, Section 1 of the Declaration is hereby modified to add the following sentence:

“The Property is subject to an ongoing monthly continuous fee for the installation and/ or maintenance of underground utilities and street lighting by Lumbee River EMC, its successors and/ or assigns. Such fee shall be a Common Expense of the Association.”

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

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

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

DECLARANT:

CRA HOME BUILDERS, INC.

By: _____

George H. Armstrong, President

STATE OF NORTH CAROLINA

COUNTY OF ~~CUMBERLAND~~ ^{HOKE}

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: George H. Armstrong, as President of CRA Home Builders, Inc., a North Carolina corporation.

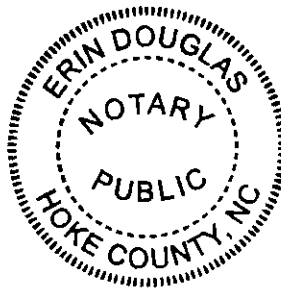
Date: January 29, 2019

Official Signature of Notary: _____

Notary's Printed Name: Erin Douglas - Hoke County Notary

My commission expires: May 2, 2023

[Affix Notary Seal or Stamp]



(N.P. SEAL)

FILED	Jul 31, 2019
AT	01:01:04 pm
BOOK	10555
START PAGE	0185
END PAGE	0188
INSTRUMENT #	23587
RECORDING	\$26.00
EXCISE TAX	(None)

CM

Prepared By and ~~Return To:~~

L. Holden Reaves, Esq.

Reaves Law, PLLC

P.O. Box 53187

Fayetteville, NC 28305

Box

**EIGHTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS FOR GEORGETOWN ESTATES**

THIS EIGHTTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, LLC, a North Carolina limited liability company (and successor in interest by conversion to CRA Home Builders, Inc.) ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, as amended by Second Amendment recorded in Book 9933, Page 701, as amended by Third Amcndment recorded in Book 9940, Page 460, as amended by Fourth Amendment recorded in Book 10114, Page 239, as amended by Fifth Amendment recorded in Book 10238, Page 576, as amended by Sixth Amendment recorded in Book 10275, Page 687, as amended by Seventh Amendment recorded in Book 10439, Page 698, all Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Declaration;

WHEREAS, pursuant to Article II(f) of the Declaration (as well elsewhere in the Declaration), Declarant reserved the special declarant right, during the Period of Declarant Control, to annex additional property into the Subdivision;

WHEREAS, Declarant desires to modify the Declaration to annex additional land into the Subdivision, as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article II(f) of the Declaration (as well as elsewhere in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. The Declarant hereby annexes the property (and all improvements located thereon) described in Exhibit A attached hereto and incorporated herein by reference into the Subdivision.
2. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.

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

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

DECLARANT:

CRA HOME BUILDERS, LLC

(successor in interest by conversion to CRA Home Builders, Inc.)

By: Brian Armstrong

Print Name: Brian Armstrong

Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brian Armstrong in capacity as Manager of CRA Home Builders, LLC, a North Carolina limited liability company (successor in interest by conversion to CRA Home Builders, Inc).

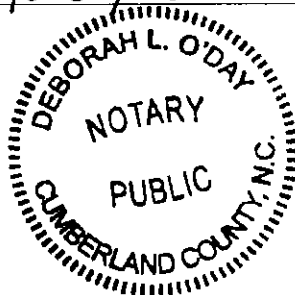
Date: 7/25/2019

Official Signature of Notary: Deborah L. O'Day

Notary's Printed Name: Deborah L. O'Day

My commission expires: 10/22/2021

[Affix Notary Seal or Stamp]



(N.P. SEAL)

EXHIBIT A

BEING all of Georgetown Estates, Phase Two (Lots 14-34, 70-79 and 134-162) as shown on that certain plat duly recorded in Plat Book 143, Page 001, Cumberland County, NC Registry.

FILED	Jun 28, 2021
AT	11:29:24 AM
BOOK	11167
START PAGE	0423
END PAGE	0429
INSTRUMENT #	29842
RECORDING	\$26.00
EXCISE TAX	\$0.00

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

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS

**NINTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS FOR GEORGETOWN ESTATES**

THIS NINTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, LLC, a North Carolina limited liability company (and successor in interest by conversion to CRA Home Builders, Inc.) ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, as amended by Second Amendment recorded in Book 9933, Page 701, as amended by Third Amendment recorded in Book 9940, Page 460, as amended by Fourth Amendment recorded in Book 10114, Page 239, as amended by Fifth Amendment recorded in Book 10238, Page 576, as amended by Sixth Amendment recorded in Book 10275, Page 687, as amended by Seventh Amendment recorded in Book 10439, Page 698, as amended by Eighth Amendment recorded in Book 10555, Page 185, all Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such

term is defined in the Declaration;

WHEREAS, pursuant to Article II(f) of the Declaration, Declarant reserved the special declarant right, during the Period of Declarant Control, to annex additional property into the Subdivision;

WHEREAS, pursuant to Article XI, Section 2 of the Declaration, Declarant reserved the special declarant right, during the Period of Declarant Control, to unilaterally amend the Declaration;

WHEREAS, Declarant desires to modify the Declaration to annex additional land into the Subdivision; and

WHEREAS, Declarant desires to further modify the Declaration to reasonably amend certain use restriction provisions therein, for the purpose of further ensuring the Subdivision is kept and maintained as a high-end residential subdivision (while taking into account the general plan of development and not deviating therefrom).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article II(f) and Article XI, Section 2 of the Declaration (as well as pursuant to authority set forth elsewhere in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. The Declarant hereby annexes the property (and all improvements located thereon) described in Exhibit A attached hereto and incorporated herein by reference into the Subdivision.
2. Article IV, Section 7 of the Declaration is hereby deleted and restated as follows:

“Section 7. 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."

3. Article IV, Section 8 of the Declaration is hereby deleted and restated as follows:

"Section 8. 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 homesites. Temporary guest parking and while entertaining may be excluded, subject to the sole discretion of the Board. No Commercial Vehicle shall be permitted to be parked on any Lot or on the Properties 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, jet ski 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, jet ski, 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)."

4. Article IV, Section 13 of the Declaration is hereby deleted and restated as follows:

"Section 13. 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. There shall be a maximum of three (3) dogs and three (3) cats allowed per Lot. 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."

5. Article IV, Section 16 of the Declaration is hereby deleted and restated as follows:

"Section 16. Each Lot Owner covenants and agrees that he/she will keep his/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. 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 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 IX 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)."

6. New Section 17 is hereby added to Article IV of the Declaration as follows:

"Section 17. 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. No Lot or residence located thereon may be used for transient housing, for hotel purposes, or as a bed and breakfast.”

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

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

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

DECLARANT:

CRA HOME BUILDERS, LLC

(successor in interest by conversion to CRA Home Builders, Inc.)

By: Brian L. Armstrong

Print Name: Brian L. Armstrong

Title: VP

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brian L. Armstrong in capacity as Vice President of CRA Home Builders, LLC, a North Carolina limited liability company (successor in interest by conversion to CRA Home Builders, Inc).

Date: 6/23/2021

Official Signature of Notary: Katherine A. Jones

Notary's Printed Name: Katherine A. Jones

My commission expires: 5/17/2026

[Affix Notary Seal or Stamp]

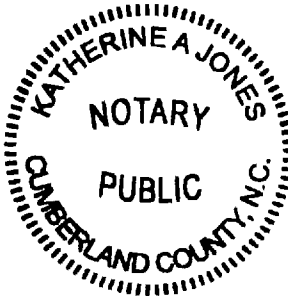


EXHIBIT A

BEING all of Pond Lot #4 (4.17 Acres) as shown on that plat entitled "Georgetown Estates Pond Lot #4", said plat having been duly recorded in Plat Book 146, Page 191, Cumberland County, NC Registry.

FILED	Feb 25, 2022
AT	09:08:15 AM
BOOK	11402
START PAGE	0434
END PAGE	0437
INSTRUMENT #	08066
RECORDING	\$26.00
EXCISE TAX	\$0.00

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

**TENTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS FOR GEORGETOWN ESTATES**

THIS TENTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, LLC, a North Carolina limited liability company (and successor in interest by conversion to CRA Home Builders, Inc.) ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, as amended by Second Amendment recorded in Book 9933, Page 701, as amended by Third Amendment recorded in Book 9940, Page 460, as amended by Fourth Amendment recorded in Book 10114, Page 239, as amended by Fifth Amendment recorded in Book 10238, Page 576, as amended by Sixth Amendment recorded in Book 10275, Page 687, as amended by Seventh Amendment recorded in Book 10439, Page 698, as amended by Eighth Amendment in Book 10555, Page 185, as amended by Ninth Amendment in Book 11167, Page 423, all Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Declaration;

WHEREAS, pursuant to Article II(f) of the Declaration (as well elsewhere in the Declaration), Declarant reserved the special declarant right, during the Period of Declarant Control, to annex additional property into the Subdivision;

WHEREAS, Declarant desires to modify the Declaration to annex additional land into the Subdivision, as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article II(f) of the Declaration (as well as elsewhere in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. The Declarant hereby annexes the property (and all improvements located thereon) described in Exhibit A attached hereto and incorporated herein by reference into the Subdivision.
2. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.

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

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

DECLARANT:

CRA HOME BUILDERS, LLC

(successor in interest by conversion to CRA Home Builders, Inc.)

By: Brian L. Armstrong

Print Name: Brian L. Armstrong

Title: VP

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brian L. Armstrong in capacity as VP of CRA Home Builders, LLC, a North Carolina limited liability company (successor in interest by conversion to CRA Home Builders, Inc).

Date: 2/24/2022

Official Signature of Notary: Erin Douglas

Notary's Printed Name: Erin Douglas

My commission expires: May 2, 2023

A Hoke Co. Notary

[Affix Notary Seal or Stamp]

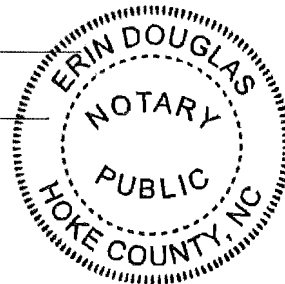


EXHIBIT A

BEING all of Georgetown Estates, Section Three, Part A, as shown on that certain plat duly recorded in Plat Book 147, Page 154, Cumberland County, NC Registry.

FILED	Aug 24, 2022
AT	08:19:22 AM
BOOK	11555
START PAGE	0317
END PAGE	0320
INSTRUMENT #	34380
RECORDING	\$26.00
EXCISE TAX	\$0.00

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

**ELEVENTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS FOR GEORGETOWN ESTATES**

(Stormwater Management Obligations – Section 3)

THIS ELEVENTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this “Amendment”) is made and entered into by CRA HOME BUILDERS, LLC, a North Carolina limited liability company (and successor in interest by conversion to CRA Home Builders, Inc.) (“Declarant”).

W I T N E S S E T H:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the “Subdivision”);

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, as amended by Second Amendment recorded in Book 9933, Page 701, as amended by Third Amendment recorded in Book 9940, Page 460, as amended by Fourth Amendment recorded in Book 10114, Page 239, as amended by Fifth Amendment recorded in Book 10238, Page 576, as amended by Sixth Amendment recorded in Book 10275, Page 687, as amended by Seventh Amendment recorded in Book 10439, Page 698, as amended by Eighth Amendment in Book 10555, Page 185, as amended by Ninth Amendment in Book 11167, Page 423, as amended by Tenth Amendment in Book 11402, Page 434, all Cumberland County, NC Registry (together, the “Declaration”);

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Declaration;

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

WHEREAS, pursuant to Article XI, Section 2 of the Declaration, Declarant reserved the special declarant right to unilaterally amend the Declaration during the Period of Declarant Control;

WHEREAS, Declarant desires to modify the Declaration to memorialize stormwater management obligations for all Lots located in "Section 3" of Georgetown Estates, as required by the applicable stormwater management permit.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article XI, Section 2 of the Declaration (as well as elsewhere in the Declaration), the Declarant hereby amends the Declaration as follows:

1. Sections 1-8 of Article IV of the Declaration are hereby restated as follows, but only with respect to Lots that are located within any portion of "Section 3" of Georgetown Estates. "Section 3" of Georgetown Estates shall include all Lots platted on that prior map recorded in Plat Book 147, Page 154, aforesaid Registry (which comprises Section Three, Part A), as well as all future Lots that may comprise any other portion of Section 3.

"ARTICLE VI ASSOCIATION'S STORMWATER MANAGEMENT OBLIGATIONS

Section 1. The covenants in this Article VI are intended to ensure ongoing compliance with Hope Mills Stormwater Management Permit Number #SW101520, as issued by the Town of Hope Mills.

Section 2. The Town of Hope Mills is made a beneficiary of these covenants in this Article VI to the extent necessary to maintain compliance with the stormwater management permit.

Section 3. The covenants in this Article VI are to run with the land and be binding on all persons and parties claiming under them.

Section 4. The covenants of this Article VI may not be altered or rescinded without the express written consent of the Town of Hope Mills Stormwater Department.

Section 5. The maximum allowable built-upon area per Lot is 4,300 square feet. This allotted amount includes any built-upon area constructed within the Lot property boundaries, and that portion of the right-of-way between the front Lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking or the water surface of swimming pools.

Section 6. All runoff from the built-upon areas on the Lot must drain into the permitted system. This may be accomplished through a variety of means including roof drain gutters which drain to the street, grading the Lot to drain toward the street, or grading perimeter swales to collect

the Lot runoff and directing them into a component of the stormwater collection system. Lots that will naturally drain into the system are not required to provide these additional measures.”

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

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

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

DECLARANT:

CRA HOME BUILDERS, LLC

(successor in interest by conversion to CRA Home Builders, Inc.)

By: Brian L. Armstrong

Print Name: Brian L. Armstrong

Title: VP

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brian L. Armstrong in capacity as VP of CRA Home Builders, LLC, a North Carolina limited liability company (successor in interest by conversion to CRA Home Builders, Inc).

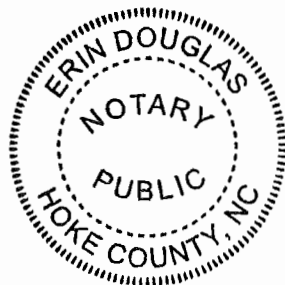
Date: Aug. 23, 2022

Official Signature of Notary: Erin Douglas

Notary's Printed Name: Erin Douglas

My commission expires: May 2, 2023
A Hoke Co. Notary

[Affix Notary Seal or Stamp]



FILED	Apr 21, 2023
AT	08:43:36 AM
BOOK	11716
START PAGE	0890
END PAGE	0893
INSTRUMENT #	11894
RECORDING	\$26.00
EXCISE TAX	\$0.00

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

**TWELFTH AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS AND EASEMENTS FOR
GEORGETOWN ESTATES**

THIS TWELFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR GEORGETOWN ESTATES (this "Amendment") is made and entered into by CRA HOME BUILDERS, LLC, a North Carolina limited liability company (and successor in interest by conversion to CRA Home Builders, Inc.) ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Georgetown Estates subdivision (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive covenants as set forth in that certain Declaration of Restrictive Covenants and Easements for Georgetown Estates recorded in Book 9816, Page 14, as amended by First Amendment recorded in Book 9922, Page 330, as amended by Second Amendment recorded in Book 9933, Page 701, as amended by Third Amendment recorded in Book 9940, Page 460, as amended by Fourth Amendment recorded in Book 10114, Page 239, as amended by Fifth Amendment recorded in Book 10238, Page 576, as amended by Sixth Amendment recorded in Book 10275, Page 687, as amended by Seventh Amendment recorded in Book 10439, Page 698, as amended by Eighth Amendment in Book 10555, Page 185, as amended by Ninth Amendment in Book 11167, Page 423, as

amended by Tenth Amendment in Book 11402, Page 434, as amended by Eleventh Amendment in Book 11555, Page 317, all Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Subdivision remains within the Period of Declarant Control, as such term is defined in the Declaration;

WHEREAS, pursuant to Article II(f) of the Declaration (as well elsewhere in the Declaration), Declarant reserved the special declarant right, during the Period of Declarant Control, to annex additional property into the Subdivision;

WHEREAS, Declarant desires to modify the Declaration to annex additional land into the Subdivision, as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in Article II(f) of the Declaration (as well as elsewhere in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. The Declarant hereby annexes the property (and all improvements located thereon) described in Exhibit A attached hereto and incorporated herein by reference into the Subdivision.
2. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.

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

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

DECLARANT:

CRA HOME BUILDERS, LLC

(successor in interest by conversion to CRA Home Builders, Inc.)

By: Brian L. Armstrong
Brian L. Armstrong
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 voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brian L. Armstrong in capacity as Vice President of CRA Home Builders, LLC, a North Carolina limited liability company (successor in interest by conversion to CRA Home Builders, Inc).

Date: 4/20/23

Official Signature of Notary: Erin Douglas

Notary's Printed Name: Erin Douglas

My commission expires: May 2, 2023

A Hoke Co. Notary
[Affix Notary Seal or Stamp]

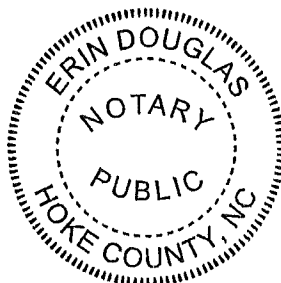


EXHIBIT A

BEING all of Georgetown Estates, Section Three, Part B, as shown on that certain plat duly recorded in Plat Book 149, Page 61, Cumberland County, NC Registry.