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STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

**Amended, Supplemented and Restated
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OLDE BRASSFIELD**

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STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

**AMENDED, SUPPLEMENTED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OLDE BRASSFIELD PROPERTY OWNERS ASSOCIATION, INC.**

THIS AMENDED, SUPPLEMENTED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLDE BRASSFIELD SUBDIVISION is made this 10th day of February, 2020, by the Olde Brassfield Property Owners Association Inc., a North Carolina non-profit corporation, and the undersigned Owners of Lots within the properties of Old Brassfield, as previously defined by the Protective Covenants for Old Brassfield, referenced below, along with any amendments and supplements thereto;

WITNESSETH:

WHEREAS, Southfork Developers, LLC, a North Carolina limited liability company, as Declarant, has heretofore imposed covenants, conditions and restrictions upon that certain residential subdivision known as “Olde Brassfield” as same is defined and described in various maps thereof which appear of record in the Granville County Public Registry of the Declaration of Covenants, Conditions, and Restrictions recorded in Book 1163 at Page 391 in the Granville County Public Registry and together with any amendments and supplements as may appear of record (which Declaration together with any previously recorded amendment and supplement thereof shall hereinafter collectively be referred to as “Existing Declaration”);

WHEREAS, the undersigned Owners desire to ensure the aesthetics of the subdivision and to prevent any future impairment thereof and to preserve, protect and enhance the values and amenities of all properties within Olde Brassfield;

WHEREAS, the Owners, as witnessed by their vote or written consent, deem it desirable to amend, supplement and restate the Existing Declaration, as referenced above, with a new Amended, Supplemented and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as “Restated Declaration”) so as to fulfill the objectives stated herein; and

WHEREAS, the aforesaid Existing Declaration expressly provides that it may be amended by an instrument signed by sixty-seven percent (67%) of the Owners of said Lots within Olde Brassfield; and

WHEREAS, the votes or written consent by the undersigned persons represent at least sixty-seven percent (67%) of the Owners of said Lots;

NOW THEREFORE, in consideration of the premises, the votes or written consent by the undersigned Owners, and in compliance with the provisions of the Existing Declaration and North Carolina General Statutes Section 47F (the North Carolina Planned Community Act), the Association and Owners do hereby amend, supplement and restate, as specifically set forth below, the Existing Declaration. This Restated Declaration shall have the same force and effect as the Existing Declaration and the conditions, covenants and restrictions described in the Restated Declaration shall run with the land and shall be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof. In the case of any conflict between the Existing Declaration and this Restated Declaration, this Restated Declaration shall control.

ARTICLE I
DEFINITIONS

The following definitions shall apply to the terms listed below if these terms are used in capitalized form in this document or in the Bylaws or the Rules and Regulations promulgated by the Association.

Section 1. “Architectural Review Committee” shall mean a committee of no less than three (3) nor more than five (5) individuals appointed by the Association’s Board of Directors to review plans and specifications as provided in Article VIII hereof and to make the determinations as provided in said Article.

Section 2. “Association” shall mean and refer to Olde Brassfield Property Owners Association, a North Carolina non-profit corporation, incorporated on or about August 10, 2006, its successors and assigns.

Section 3. “Board of Directors” or “Directors” shall mean those persons duly elected by the Members of the Association to serve or Members directly appointed to serve on the Board of Directors to govern the Association in accordance with the governing documents. Persons desiring consideration for a position in the Board of Directors must be both Property Owners and Members in Good Standing. Direct appointment of a Member to serve on the Board of Directors will be done only to fill a vacancy resulting from the early conclusion of a duly elected Director’s tenure.

Section 4. “Bylaws” shall mean the regulations and rules adopted by the Association for its internal governance as set forth in a separately executed document designated and captioned as such.

Section 5. “Common Area” shall mean: 1) all real property now or hereafter owned by the Association for the common use and enjoyment of the Owners; and 2) all real property designated as “Common Area” shown on any plat of the Property heretofore or hereafter duly recorded in the Granville County Public Registry and made subject to the provisions of this Restated Declaration. All real property designated as “Common Area” shown on any such plat of the Property shall be deemed “Common Area” both prior to its conveyance to the Association and after its conveyance to the Association.

Section 6. “Existing Property” shall mean and refer to the real property described in Article II, Section 1, hereof and identified therein as the “Existing Property”.

Section 7. “Improvement(s)” shall mean and include all buildings, storage sheds or areas, parking areas, fences, retaining walls, gazebos, driveway extensions, changes in grade or slope, in-ground swimming pools and related structures, tree houses, exterior illumination, power generators, changes in any exterior color or shape, roofing materials or siding, and any new exterior construction which might not be included in any of the foregoing. The definition of Improvement(s) does not include garden shrub or tree planting or replacement, repairs to existing buildings or structures, repainting, or any other

replacement or repair of any magnitude which would be considered maintenance, and which does not change a building or structure's exterior colors or exterior appearances. Major repairs to existing property ensuing from natural or man-made disasters (fire, flood, wind damage, etc.) and which aim to return said property to the same condition as before the disaster occurred are not considered Improvement(s). The definition of Improvements does include both original Improvements and all later changes to Improvements.

Section 8. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Property, together with all structures and other improvements thereto, with the exception of any Common Area.

Section 9. "Member" or "Members" shall mean and refer to an Owner or Owners and each and every person or entity holding membership in the Association.

Section 10. "Member in Good Standing" shall mean and refer to a Property Owner who is up to date on all payments owed to the Association, including regular dues, special assessments, or any properly assessed fines or other charges AND is who is not, at the time of consideration, in violation of any part of the covenants or rules or regulations of the Association which has been upheld as a violation after a properly called and held meeting.

Section 11. "Olde Brassfield" shall mean and refer to the Olde Brassfield Subdivision and all the real property described in the Exhibits recorded with this Restated Declaration or in the Existing Declaration and/or any recorded maps of the residential subdivision or parts thereof so named.

Section 12. "Owner" shall mean and refer to the record owners as recorded in the Granville County Public Registry, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers and owners of an equity of redemption, but excluding contract purchasers and those having such interest in a Lot solely as security for the performance of an obligation.

Section 13. "Property" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Restated Declaration under the provisions of Article II hereof.

Section 14. "Rules and Regulations" shall mean and refer to the reasonable nondiscriminatory rules and regulations as may be adopted from time to time by the Association, such as Architectural Guidelines, provided such rules and regulations have been approved by at least sixty-seven percent (67%) of the entire membership of the Association. Notice of such rules and regulations must be given to all Owners in accordance with the requirements of this Restated Declaration.

Section 15. "Supplemental Declaration" shall mean and refer to a supplemental Declaration of covenants, conditions and restrictions which shall be recorded for the purposes of annexing additional property to the Property and causing such property to be subject to the scheme of covenants, conditions and restrictions contained in this Restated Declaration.

Section 16. "Voting Power" shall mean and refer to the total number of votes held by Members whose membership at the time the determination of voting power is made has not been

suspended in accordance with the provisions of this Restated Declaration. Voting Power shall be computed by including all such Members whether or not such Members are present in person or by proxy at a meeting. All voting specifications and requirements shall apply to the entire Property.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION
PROPERTY RIGHTS

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Restated Declaration is located in Granville County, North Carolina and is identified and described in the Granville County Public Registry.

Section 2. Additions to Existing Property. Additional residential property (and Common Areas) which is contiguous to the Existing Property may be annexed to the Existing Property by the Association and brought within the scheme of this Restated Declaration and the jurisdiction of the Association with either the written consent of or votes in person or by proxy at a meeting, or any combination of the two, of sixty-seven percent (67%) of the Members of the Association. The addition of such property authorized under this Section shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions executed by the Members with respect to the additional property, which shall extend the operation and effect of the covenants, conditions and restrictions of this Restated Declaration to such additional property.

Section 3. Owner's Rights to Use and Enjoy Common Areas. Except as limited by Section 4 of this Article and by Article III, below, every Owner shall have a non-exclusive right and easement to use the Common Areas and for access to and from his Lot over any streets comprising a portion of the Common Area (if any), established initially and in all future stages or sections of the development, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to all provisions listed in this Restated Declaration.

Section 4. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 3 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Property as their principal residence.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 3 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Property as their principal residence.

(c) Guests. Recreational facilities, if any, located on Common Areas situated upon the Property may be utilized by guests of Owners, tenants or contract

purchasers subject to such Rules and Regulations governing said use, as may be established by the Directors or this Restated Declaration.

ARTICLE III
THE ASSOCIATION

The Home Owners Association shall have, and will execute through the powers granted to the Board of Directors, the following rights:

- (a) The right to promulgate and enforce all rules and regulations defined in this Restated Declaration and any supplemental Rules and Regulations as described in Article I Section 14;
- (b) The right to limit the use of recreational facilities (if any) situated upon the Common Areas to Owners who occupy a residence within the Property, and to their families, tenants, and guests as provided in Article II of this Restated Declaration or the Rules and Regulations of the Association;
- (c) After notice is provided and the opportunity to be heard as outlined in North Carolina General Statutes Section 47F has been given, the right to suspend an Owner's voting rights and an Owner's right(s) to the use of any Common Area for any period during which (i) any assessment against the Owner's Lot remains unpaid; (ii) any fines assessed against an Owner's property remain unpaid; and (iii) for the period of time during which any violation of the Association's published rules and regulations continues;
- (d) The right to assess fines for any violation of this Restated Declaration or the Rules and Regulations of the Association and the right to collect any such fines as allowed in Article V of this Restated Declaration.
- (e) The right to dedicate or transfer any part of the Common Areas to any public agency, authority, or public or private utility. The Board shall have the right, power and authority to grant easements and right-of-ways for the installation and maintenance of utilities, whether private, public or quasi-public, including but not limited to cable television, water, and gas upon, over, under and across any Common Area without the consent of the Members when, in the sole opinion of the Directors of the Association, as applicable, such easements are required or reasonably necessary for the development and/or the convenient use and enjoyment of the Property and, in the sole opinion of the Directors, such action will not unreasonably interfere with the overall use and enjoyment of the Common Areas. Further, this Subsection shall not preclude the Directors of the Association from conveying, at such purchase price as the Directors deem appropriate, strips or portions of the Common Areas to any Owner of a Lot in order to resolve any gap, gore, overlap or other boundary line conflict, or to make the Lot more usable, provided such conveyance is not opposed by at least eighty percent (80%) of all Lots represented at a meeting, whether in person or by proxy, and does not in the good faith judgment of the Directors adversely affect the overall use and enjoyment of the Common Areas .

(f) The right, with the approval of at least eighty percent (80%) of all Lots represented at a meeting, whether in person or by proxy, to mortgage, pledge, deed in trust or otherwise hypothecate or encumber any or all of its real or personal property as security for money borrowed or debts incurred;

(g) The right to grant easements over, across and under the Common Areas as provided in this Restated Declaration; and

(h) The right to impose and grant easements for ingress, egress, use and enjoyment over, in, to and throughout the Common Areas for the benefit of Association.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of the Lots. Each Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one (1) person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall any Member be entitled to cast more than one vote per Lot owned by such Member.

Voting rights may be suspended by the Board of Directors for any Owner not in compliance with this Restated Declaration, Articles, Bylaws, or Rules and Regulations of the Association, in accordance with the process set forth in Article III (c).

Section 3. Rules and Regulations of the Association. The Directors shall have the authority to develop and propose supplemental Rules and Regulations to enable the Association to carry out the letter and intent of this Restated Declaration. Any proposed initial or supplemental Rules and Regulations shall be subject to approval by sixty-seven percent (67%) of the votes appurtenant to the Owners. If approved, the Rules and Regulations will not be effective until written notice thereof has been given by mailing a copy of the Rules and Regulations, certified mail, at least thirty (30) days before the effective date of enforcement, to each Owner addressed to the Owner's address last appearing in the records of the Association or by providing such Rules and Regulations in any other manner requested in writing by any Owner as approved by the Directors of the Association.

Once the aforementioned procedures have been followed and Rules and Regulations have been published and distributed to the community, all Owners shall abide

by all Rules and Regulations. The Directors shall have the power to enforce compliance with said Rules and Regulations by all appropriate legal and equitable remedies, and any Owner violating such Rules and Regulations shall be subject to fines in addition to being liable to the Association for all damages and costs, including applicable attorney's fees, and administrative fees resulting from such violations. The Association must follow North Carolina General Statute 47F Violation Hearing procedures prior to imposing any fines. Any such Rules and Regulations are meant to uphold the provisions of this document and shall not be used to create new restrictions not contemplated by this document.

ARTICLE V
COVENANT FOR ASSESSMENTS AND BUDGET

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: 1) annual assessments or charges; 2) special assessments for repairs and maintenance, unexpected costs and other purposes; and 3) specific assessments including, but not limited to, fines and/or administrative fees, due to delinquency or a violation of this Restated Declaration and/or other applicable governing documents. Any such assessment or charge, together with interest, late charges, costs and applicable attorney's fees shall be a charge against the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment, together with interest, late charges, costs and applicable attorney's fees shall also be the personal obligation of the person(s), firm(s), or corporation(s) owning such Lot at the time when the assessment falls due, but such personal obligation shall not be imposed upon such Owner's successor in title unless expressly assumed by the successor in title, but such unpaid assessment charges shall continue to be a lien upon the Lot against which the assessment has been made. No Owner may exempt himself from payment of the assessments, or approved installments, by waiver of the use or non-use of common facilities within the Property or by abandonment or leasing of his Lot.

Section 2. Purposes of Assessments and Duties of Association. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, property maintenance and welfare of the residents of the Property and for the acquisition, improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions thereto, the costs of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against any such property, the procurement and maintenance of insurance in accordance with this Restated Declaration and the Bylaws of the Association, the employment of attorneys to represent the Association when necessary, payments of principal and interest on funds borrowed for Association purposes and such other needs as may arise.

Without limiting the generality of the above-described purposes, the Association shall be responsible for performing the following in a diligent and reasonable manner and the assessments levied by the Association may be used for the following purposes:

- (a) To maintain all Common Areas in accordance with the highest standards for such private facilities;
- (b) To maintain all Common Areas in reasonably passable condition, free from excessive fallen trees, undergrowth and other obstructions, and to keep dead, diseased or decaying trees, shrubs and bushes removed from such areas and to replace such items with new trees, shrubs and bushes as determined by the Directors. In addition, keep such Common Areas clean and free from refuse and debris and to maintain all other amenities, if any, in a clean and orderly condition. To maintain any signs, monuments, structures, equipment or landscaping in good condition and appearance including any necessary removal and replacement of landscaping and including any irrigation system installed and its maintenance and the cost of the water, if any irrigation systems are installed;
- (c) To pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;
- (d) To pay the premiums on all hazard insurance, all public liability insurance carried by the Association and Directors' and Officers' insurance;
- (e) To pay legal, management, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws;
- (f) To provide such maintenance in addition to that provided by the applicable governmental authorities with respect to public streets located within the Property as the Association shall deem appropriate, including the clearance of storm drainage inlets to remove debris; and
- (g) To pay for the cost of street light lease or purchase charges, if any, for street lights located within public right-of-ways or Common Areas within the Property.

Section 3. Notice and Quorum for any Action Authorized Under Sections 4, 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4, 5, or 6 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Furthermore, actions under Sections 4, 5 or 6 of this Article require the presence of a quorum as defined in the Bylaws.

Section 4. Annual Assessments. The current annual assessment for each Lot shall be the amount of the assessment at the time of the recording of this document, subject to the following provisions:

- (a) The annual assessment for each Lot may be increased or decreased by the Directors effective January 1st of each year without a vote of the Membership, but

subject to the limitation that the percentage of any such increase shall not exceed five percent (5%) of the assessment for each Lot for the previous year.

(b) From and after January 1st of the year immediately following the recording of this document, the annual assessment may be increased in excess of the five percent (5%) set forth in paragraph (a), granted that such increase is approved by the vote of Members in attendance at a meeting duly called for this purpose in person or by proxy, and the votes in favor of said increase represent sixty-seven percent (67%) of the entire membership of the Association.

Section 5. Ratification of Annual Budget. The Board of Directors shall adopt a proposed budget at least annually. Within thirty (30) days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget and shall give written notice to the Members of a meeting of the Association to consider ratification of the budget. The meeting may, but need not be, combined with the annual meeting of the Association. The budget shall be deemed ratified unless at that meeting Members in person or by proxy having a simple majority of the votes of the members present vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board of Directors.

Section 6. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of an improvement upon any Common Area(s), including fixtures and personal property related thereto, any brick, stone wall or monument, or any private water or storm water drainage line owned by the Association; repayment of indebtedness and interest thereon; and/or providing funds to pay for unforeseen or unbudgeted expenditures, provided that any such assessment shall be subject to the same approval requirements as provided in Section 4(b) of this Article, and provided further that the Association shall in no event convey or subject to a security interest any portion of the Common Area(s) except in compliance with North Carolina General Statutes Section 47F.

Section 7. Reserves. Within three (3) years of the adoption of this Restated Declaration, the Association shall establish and maintain a reserve fund equal to fifty percent (50%) of the current year's annual budget. This reserve shall be used to cover unexpected and unavoidable shortages in the funds previously allocated in the annual budget for the repair and maintenance of the Common Areas, legal fees, or any other unforeseen financial obligation. Such reserve fund shall be established out of regular annual assessments. Otherwise, such reserve fund may be established out of special assessments.

Section 8. Collection. Annual assessments and Special Assessments shall be collected annually or in installments as determined by the Directors of the Association.

Section 9. Date of Commencement; Due Date; Certificate of Payment. The annual assessment provided for herein shall commence as to all Lots on the day the Lot is first conveyed by deed to any Owner and thereafter shall be assessed as of January 1st of each year. The annual assessment for each Lot may be increased by the Directors as provided in Section 4 of this Article. At least thirty (30) days before January 1st of each year, the Directors shall fix the amount of the annual assessment against each Lot and at least fifteen (15) days before January 1st of each year shall send via 1st class mail written notice of each assessment to every Owner of record. Failure of the Directors to establish assessment amounts and to give notice thereof by such dates shall not prohibit the Association from collecting annual assessments; however, the amount of annual assessment shall be the same as the previous year's assessment amount. Each Owner acknowledges that written notices and correspondences will be sent to the property address, unless the Owner notifies the Association in writing, United States registered or certified mail, return receipt requested, of an alternate mailing address. Owners may also notify the Association of an alternate mailing address via electronic mail, delivery receipt requested, and must maintain a copy of the delivery receipt. The due dates for the payment of annual, special and specific assessments shall be established by the Directors. If any Lot Owner fails to receive an assessment notice by January 1st of the year the assessment is due, it becomes the Owner's responsibility to contact the Association and make arrangement for payment.

Section 10. Specific Assessments; Fines and Fees. The Association may levy Specific Assessments, including, but not limited to, fines and/or administrative fees due to delinquency or a violation of this Restated Declaration or the Architectural Guidelines, against any particular Lot which is established pursuant to the terms of this Restated Declaration. All such Specific Assessments, together with any previous assessments, late charges, interest (not to exceed the maximum legal rate), costs and applicable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment(s) or charge(s) not paid within ten (10) business days after the due date shall incur late charges in the amount of the maximum allowed by law, and if not paid within thirty (30) days after the due date, shall bear interest from the due date at a minimum rate of eighteen (18%) percent per annum, or at the rate established by the Directors at the beginning of the fiscal year of the Association, not to exceed the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot for any assessment(s) or fines not paid within six (6) months after the due date, and interest, late charges, costs and applicable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. Any foreclosure of the lien may be in such manner as is prescribed by the laws of the State of North Carolina for foreclosure of deeds of trust under powers of sale or may be in any other manner permitted by applicable law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or other Property of the Association or by abandoning his Lot. It is the sole responsibility of each Owner to provide the Association any alternate address information, as stipulated in Section 9 of this Article.

All payments shall be applied first to costs and attorney’s fees, then to specific assessments, then to late charges and interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of any suit or legal action, in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit or legal action, in the order of their coming due.

Section 12. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof, shall extinguish the lien of such assessment as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust filed prior to the lien.

Section 13. Exempt Property. All portions of the Property dedicated to, and accepted by, a local public authority shall be exempt from assessments. All Common Areas shall also be exempt from the assessments created herein. However, no land or improvements devoted to residential dwelling use shall be exempt from said assessments.

ARTICLE VI
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. Each Owner shall maintain the grounds, buildings, and the Improvements situated on his, her, their or its Lot, including but not limited to plantings, landscaping, hedges, fencing, structures, walls, retaining walls, roofs, windows, siding, lawns, driveways, driveway entrances, and any portion of any public drainage easement affecting such Lot as shown on any recorded map of the Property, at all times in a neat and attractive manner that is in compliance with this Restated Declaration and any Rules and Regulations of the Association. Without limiting any provisions herein:

(a) Owners shall keep all grass cut to six (6) inches or less and take active measures in protecting their lawn and planting beds from weeds and weed germination. Any dead trees, shrubs, hedges or plants shall be removed from a Lot. Vegetation should be trimmed and pruned on a regular basis. Each Owner is required to maintain any strip of land in the public right-of-way located between such Owner’s property line and the street. Owners are also responsible for clearing grass clippings, tree branches, and other debris originating from their Lots from the road in front and/or adjacent to the property.

(b) Owners shall maintain their mailboxes in an upright, orderly and unbroken condition. Improvements must be kept free from peeling paint, damaged siding or trim; Owners shall also remove any mud or mold stains and any construction

discoloration from any part of any Improvement. Upon completion of any Improvement an Owner shall immediately begin to re-establish any lawn and landscaping. The color of the front door and the color of the shutters need not match but must be complimentary and in keeping with the color scheme of the house. All Improvements must be in good repair and appearance at all times.

Section 2. Remedies of the Association.

(a) Upon an Owner's failure to do any of the requirements listed in Section 1(a) of this Article and after following North Carolina General Statutes Section 47F hearing procedures, the Association may, at its option, after approval by a majority vote of the Directors and after giving the Owner thirty (30) days written notice sent via United States Postal Service to the property address or alternate mailing address, if any, have the grass, weeds, shrubs and vegetation mowed, cut, cleaned, sprayed or pruned when and as often as the same is necessary in its judgment; have dead trees, shrubs and plants removed from such Lot and, at its discretion, replaced; have any portion of the Lot re-sodded or landscaped; repair or replace all or any portion of the driveway entrance, any bridge or driveway; and maintain, repair or replace all or any portion of any public drainage easement located on such Lot. The cost of any of the work performed by the Association together with applicable attorney's fees, if any, upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed and the personal obligation of the then Owner of such Lot, collectible in a lump sum and secured by a lien against the Lot, which may be enforced as provided in Article V of this Restated Declaration.

(b) Upon an Owner's failure to maintain the exterior of any structures located on any Lot, including the roof, walls, fences, retaining walls, siding, trim, foundation, mail boxes, or any structure erected on a Lot in good repair and appearance, and after following North Carolina General Statutes Section 47F hearing procedures, the Association may, at its option, after approval by a majority vote of the Directors and after giving the Owner thirty (30) days written notice sent to the property address or alternate mailing address, if any, via certified mail, return receipt requested, make repairs thereto and improve the appearance thereof in a reasonable and workmanlike manner. The cost of any of the work performed by the Association together with applicable attorney's fees, if any, upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot, which may be enforced as provided in Article V of this Restated Declaration.

Any entry on a Lot by the Association's agents or employees, between the hours of 8:30 a.m. and 6:00 p.m. or during other hours in the case of an emergency to perform the maintenance and repairs set forth herein shall not be deemed a trespass, and an easement for such entry is hereby granted.

ARTICLE VII
USE RESTRICTIONS

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for one (1) Single Family, non-transient residential purposes. “Single Family” shall be defined as no more than two (2) individuals unrelated by blood, adoption, marriage or other legal action. No business and/or home-based business that operates in violation of the following restrictions are permitted: 1) no business that has employees or independent contractors (other than the resident) working in the home is permitted; 2) no business that requires additional business-related daily parking on a Lot or in the street is permitted; 3) no business signs of any kind are permitted; and 4) no type of home or dwelling wherein a person is paid for his or her supervisory role of another person is permitted (this provision shall not apply to any in home healthcare, childcare or adult care for the benefit of an Owner or an Owner’s dependent). Furthermore, it must not be apparent that a home-based business is being conducted. Garages and parking spaces shall not be used as a warehouse for, or to operate, a home-based business. Parking of commercial vehicles by Owners is subject to the limitations set forth in Section 17 of this Article.

Section 2. Building and Size Limitations. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family (as defined above) dwelling, not to exceed two and one-half (2 1/2) stories in height. More than one Lot may be combined and be used as one building site. All single story and ranch dwellings built after October 31, 2013, shall have a minimum heated area of two thousand two hundred (2,200) square feet. All other dwellings built after October 31, 2013, shall have a minimum heated area of two thousand four hundred (2,400) square feet. All dwellings must utilize a primary side entry garage. Secondary detached garages and garage additions, such as those in a courtyard style (garage set at a 90- or 45-degree angle to the existing side entry garage) are permitted to face the front of the property. Unintentional violations not exceeding ten percent (10%) of the minimum square footage requirement herein set forth shall not be considered a violation of this section.

Section 3. Building Setback Lines. No dwelling or other approved structure shall be located on any Lot nearer to the front property line (road or street right of way) than 50 feet, and no dwelling shall be located less than 15 feet from any side property line, or less than 25 feet from any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building. provided, however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot. Unintentional violations not exceeding ten percent (10%) of the minimum setback requirements herein set forth shall not be considered a violation of this section.

Section 4. Building and Lot Size. No dwelling shall be built on or placed on any building site having a width less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having less than 40,000 square feet,

except that a dwelling may be erected on all building sites as shown on said recorded plat regardless of width at minimum building setback line or area in square feet.

Section 5. No Subdivision of Lots; No Time-Sharing. There shall be no further subdivision or partition of any Lot nor shall any Owner or any other person acquiring any interest in a Lot be granted any partition or subdivision thereof. However, the property line between two Lots may be altered, making one Lot larger and the other Lot smaller, as long as the smaller Lot maintains at least 40,000 square feet in area and 100 feet of road frontage. There shall be no time-sharing or other co-ownership which allows multiple Owners sequential possessory interests in a Lot.

Section 6. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Association or its designated agent or representative. This section shall not be applicable to temporary construction trailers and material storage facilities used during construction. No trailer, basement, tent, shack, garage, shed or other outbuilding erected on the Lot shall be used as a residence at any time, nor shall any structure of a temporary character be used as a residence. No mobile homes shall be placed on any building site at any time.

Section 7. Restricted Actions by Owners/Nuisance. Without limiting the remaining provisions of this Restated Declaration, no Owner shall permit anything to be done or kept on the Property which will result in the cancellation or increase in cost of any insurance carried by the Association or any other Owner or which would be in violation of any law. Each Owner shall comply with all laws, regulations, ordinances (including, without limitation, applicable zoning ordinances) and other governmental rules and restrictions applicable to such Owner's Lot. No unlawful activity shall be conducted on any Lot or in any part of the Property. Nothing shall be done on the Property that is an unreasonable annoyance, inconvenience or nuisance to any resident within the Property, or interferes with another Member's right of enjoyment of his Lot or property.

Section 8. Antennae and Solar Panels.

(a) **Antennae.** Installation of antennae, satellite receivers, or other devices intended for the reception or transmission of radio broadcasts, television broadcasts, video programming services or other means of communication (collectively hereinafter "antenna(e)") is limited to those antennae specifically allowed under 47 C.F.R Part 1, Subpart S, Section 1.4000 or any successor provision promulgated under the Telecommunications Act of 1996, as amended from time to time (hereinafter the "Over-the-Air Devices Rule").

However, any antennae allowed under the Over-the-Air Devices Rule shall be subject to the following specifications:

1. "Dish" antennae shall be no more than thirty-six (36) inches in diameter or diagonal measurement (direct broadcast satellite);

2. All effort should be made to place antennae behind a line following the front wall of the dwelling. However, in accordance with the Over-the-Air Devices Rule, the Association may not impose restrictions that impair an Owner's ability to install, maintain, or use an antenna. As described in the Over-the-Air Devices Rule, "A restriction impairs if it: (1) unreasonably delays or prevents use of; (2) unreasonably increases the cost of; or (3) precludes a person from receiving or transmitting an acceptable quality signal from an antenna covered under the rule. The rule does not prohibit legitimate safety restrictions or restrictions designed to preserve designated or eligible historic or prehistoric properties, provided the restriction is no more burdensome than necessary to accomplish the safety or preservation purpose." Nevertheless, the Over-the-Air Devices Rule does emphasize that "residents should comply with the placement preferences provided the preferred placement does not impose unreasonable delay or expense or preclude reception of an acceptable quality signal."

3. Antennae covered by the Over-the-Air Devices Rule may be mounted on a mast, but the height of the mast should be the lowest height needed to receive or transmit an acceptable quality signal. If the height of a mast will exceed 12 feet above the roofline, the Owner must ensure that applicable county permit(s) are obtained and must provide a copy of the permit(s) to the Board of Directors.

4. All antennas must be installed as required by the manufacturer and must be properly grounded.

The Association shall also be empowered to adopt rules and regulations governing other type of antennae not covered by the Over-the-Air Devices Rule and establishing non-discriminatory restrictions relating to the safety, location and maintenance of such antennae.

Each Owner shall indemnify the Association and hold the Association harmless for any personal injuries or property damage caused by the installation, maintenance or use of any antennae upon the Owner's own Lot or upon any improvements thereon. Any contractor employed by an Owner to install, erect, construct or place antennae shall have insurance to pay for any personal injuries or structural damage to the Property. Should any claims be necessary due to the actions of said contractor, the Owner shall assist the Association in obtaining the aforementioned insurance information.

(b) Solar Panels. Although North Carolina law prohibits restrictions that prevent or have the effect of preventing the installation or placement of solar collectors that gather solar radiation as a substitute for traditional energy for water heating, active space heating and cooling, passive heating, or generating electricity, the Association shall be empowered to adopt rules and regulations or restrictions concerning the location or screening of such collectors and any other rules and regulations or restrictions that are not contrary to North Carolina law concerning solar collectors.

Section 9. Signs. In addition to standard street and address identification numbers, the following signs may be displayed on any Lot: a) one (1) sign of not more than five (5) square feet advertising the property for sale; b) security signs not exceeding 64 square

inches (no more than one may be located in front of dwelling), and c) political signs provided that they are removed from the Lot within seven (7) days after the election. Any other signs need prior written approval from the Architectural Review Committee. No permanent signs are permitted. Provided, however, the foregoing shall not act to restrict or prohibit the Association from posting directional and other signs relating to the use of the Property. Notwithstanding the foregoing, all signs erected and maintained on any Lot or Common Area must conform to all applicable governmental requirements. The Association shall have the right to install signs in the Common Areas.

Section 10. Animals. No livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling. Dogs and cats, limited to three (3) of each in number (except for newborn offspring of such household pets which are under six (6) months of age), may be kept or maintained, provided they are not kept or maintained for commercial purposes. All dogs must be kept on leash or contained within the Property or on the Lot. The Association may require the removal of any dog or other animal from the Property which, after careful consideration of evidence, is deemed vicious or dangerous. Any other issues, including suspected cases of animal neglect or abuse should be reported to Granville County Animal Control for their action. Animals shall not interfere with the peaceful enjoyment by other Owners of their Lots. Each Owner shall be responsible for picking up and properly disposing of his or her pet's waste on any Lot (including own Lot), Common Area and any publicly dedicated right-of-way.

Section 11. Dog Runs, Shelters and Similar Enclosures. No enclosures, cages, structures, or runs which are constructed of chain link fencing and designed for the outside keeping of pets or other animals shall be permitted on any Lot. Dog runs or kennels are allowed and must be constructed of the same type of material as would be allowed for fencing. Dog runs/kennels shall be centered with the rear of the dwelling and as close to the rear of the home as possible to reduce the impact on neighboring Lots. All shelters must be in accordance with Granville County and NC Laws/Ordinances.

Section 12. Waste and Garbage Containers. No Lot shall be used or maintained as a dumping ground for rubbish, lumber, compost, debris, trash or garbage. Waste of any nature shall not be kept on any Lot except on a temporary basis in garbage containers. All trash must be placed in a covered container. The container shall be located in the garage, behind the dwelling, or against the side wall past the halfway point of the wall until trash collection day, at which time the covered container may be placed on the roadside for removal. The container may also be placed on the roadside the evening prior to pick-up day, but no earlier than 6:00 pm. Oversized items that will not fit into a covered container are to be managed via the Owner's contract with the trash pickup provider. Any trash that falls out, blows away, or is not picked up by the trash pickup service is the responsibility of the Owner or tenant and must be cleaned up within twenty-four (24) hours of the trash pickup day. Trash containers are not to be left on the roadside after collection day.

Section 13. Fire pits and burning. Burning barrels and/or drums are prohibited. Burning of residential garbage and construction materials is prohibited. Burning of wood, leaves and other natural yard debris in campfire style rings and burn pits is permitted behind

a line along the back side of the dwelling. All county and state burn restrictions must be observed when implemented by authorities.

Section 14. Utility trailers. Utility trailers up to twelve (12) feet in length as measured by the trailer cargo area (not including the hitch) are allowed. For enclosed trailers with a front end that is curved or pointed towards the hitch, the length shall be measured at the sides of the trailer, not at the center. Trailers are defined by NC G.S 20-4.01.(31)e as follows:

Trailers. – Vehicles without motive power designed for carrying property or persons wholly on their own structure and to be drawn by a motor vehicle, including "pole trailers" or a pair of wheels used primarily to balance a load rather than for purposes of transportation.

Utility trailers shall be stored in one of the following ways:

- (a) Behind a line following the back side the dwelling. A parking pad is not required; however, if a parking pad is used, the pad may be made of poured concrete, concrete pavers, or hard crush rock that is uniformly sized, well graded, and is contained by a border. Pads made of gravel are not allowed. Plans for parking pads must be submitted to the Architectural Review Committee for approval.
- (b) Utility trailers up to eight (8) feet in length may be parked on the driveway along the side of the dwelling. However, the trailer must be parked towards the back end of the driveway and may not reach past the rear edge of the garage door frame (the side of the garage door frame closest to the rear of the dwelling). No more than one (1) utility trailer may be parked on the driveway at the same time. Open utility trailers normally parked on the driveway may not be used as an alternate storage facility.

For the purpose of this Article, boat trailers are considered as one unit with the boat and are covered in Section 15.

Section 15. Recreational Vehicles and Boats. Recreational vehicles and boats along with their boat trailers may be stored within an owned Lot. Recreational vehicles are defined in NC G.S. 20-4.01.(32b) as follows:

Recreational Vehicle. – A vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use that either has its own motive power or is mounted on, or towed by, another vehicle. The basic entities are camping trailer, fifth-wheel travel trailer, motor home, travel trailer, and truck camper. This term shall not include a manufactured home as defined in G.S. 143-143.9(6).

Recreational vehicles and boats with their boat trailers shall be stored in one of the following ways:

- (a) Behind a line following the back side the dwelling. A parking pad is not required; however, if a parking pad is used, the pad may be made of poured concrete, concrete pavers, or hard crush rock that is uniformly sized, well graded, and is contained by a border. Pads made of gravel are not allowed. Plans for parking pads must be submitted to the Architectural Review Committee for approval.

- (b) On a driveway extension along the side of the dwelling. However, the vehicle must be parked towards the back end of the driveway and may not reach past the rear edge of the garage door frame (the side of the garage door frame closest to the rear of the dwelling). Plans for the driveway extension must be submitted to the Architectural Review Committee for approval. No more than one of these vehicles may be parked on the driveway at the same time. If a resident owns a utility trailer plus one or more of the vehicles covered in this Section, no more than one (1) of these may be stored on the driveway at the same time.

- (c) In an existing garage, or in a storage building specifically built for this purpose. Plans for any new construction must be submitted to the Architectural Review Committee for approval.

- (d) For Owners who do not keep recreational vehicles on their Lots, a five (5) day parking permit will be granted at the beginning and at the end of a road trip (for a cumulative total of ten [10] days) so that the vehicle can be prepared for the trip or for storage. During this period, Owners may park the vehicles on their driveways. The vehicles may be parked up to the front edge of the dwelling; however, Owners should attempt to park the vehicles past the rear edge of the garage door frame or as far back as the driveway and/or the Lot will allow. The same courtesy shall be extended for boats, except that the entire (cumulative) parking period shall be limited to four (4) days.

Section 16. Parking of Passenger Vehicles. The Owner of each Lot will be responsible for providing on such Lot enough parking for all vehicles normally parked and/or situated on such Lot. Routine parking must be on driveways, driveway extensions approved by the Architectural Review Committee, or in garages, and not on the street. Parking on grass or other unpaved areas on a resident's Lot during social gatherings is allowed; however, paved spaces should be used to the fullest extent possible before parking on grass or other unpaved areas of the Lot. Additionally, street parking directly in front of the resident's Lot is allowed during these social gatherings, but parking must be partially on the grass, far enough onto the Lot to ensure the unobstructed flow of traffic. Similarly, street parking in front of a neighboring Lot is allowed if prior approval has been given by the residents of that Lot. Street parking is also allowed for out of the ordinary or special circumstances, such as visits by relatives, home renovations/construction, or moving in/out of the property, as long as the period does not exceed 3 days. Parking on Common Areas is prohibited. Vehicles that are wrecked or not in operating condition may not be stored or situated within the Property unless stored in an enclosed garage.

Section 17. Commercial Vehicles. No commercial vehicles may be kept on any Lot without prior written approval from the Directors. Any commercial vehicle approved by the Directors to be kept on any Lot must be kept in a clean, well-maintained, orderly fashion so as not to be unsightly. Commercial vehicles are defined as: 1) any truck or vehicle with tonnage capacity in excess of one (1) ton that may or may not have advertising signage; 2) any vehicle with more than two (2) axles used for providing services to another person or entity for a fee or profit. This definition does not include privately owned vehicles used solely for the purpose of transporting the owner(s) of such vehicles to a given business location. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

Section 18. All-Terrain Vehicles and Dirt Bikes. Except for loading and unloading for transportation elsewhere, operation of all-terrain vehicles (ATVs) anywhere within Olde Brassfield is prohibited. Operation of dirt bikes is limited to those which have been approved by and registered with the North Carolina Department of Motor of Vehicles for use on roads and highways, and only when operated as a method of transportation.

Section 19. Artificial Vegetation, Exterior Sculptures, and Similar Items. No artificial vegetation or plastic animal decorations, such as pink flamingos, etc., shall be permitted on the exterior of any Lot. Exterior sculptures, fountains, and birdbaths over thirty-six (36") inches in height or length must be approved by the Architectural Review Committee. Decorations made of concrete or similar materials shall be limited to six (6) items on a Lot. Holiday decorations are not included in this category.

Section 20. Firearms. Firearms ownership and use shall be in accordance with North Carolina State and Granville County Law.

Section 21. Tenants and Rental. Any Owner who rents or leases his Lot to a tenant shall not be entitled to use and enjoy any facilities on the Common Areas during the period the Lot is occupied by such tenant.

No Owner shall lease or rent less than an entire Lot and no more than one (1) single family, as defined in Article VII Section 1, shall live on any one (1) Lot. The Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than one (1) year. Subject to the foregoing restrictions, Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between any Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of this Restated Declaration, the Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease and cause for eviction from the Lot and Property. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of this Restated Declaration, the Bylaws and the Rules and Regulations.

On or before the fifth (5th) business day after the earlier of the full execution of any lease or rental agreement for a Lot, or occupancy of any Lot by any tenant, the Owner of said Lot shall deliver the following to the Association in writing:

- (a) the name of the tenant, number of occupants, and the address of the rented or leased Lot;
- (b) the current address and telephone number of the Owner and property manager, if any, renting or leasing said Lot;
- (c) the certification of the Owner that the tenant has been given a copy of this Restated Declaration, any applicable amendments, the Bylaws, and the Rules and Regulations and that such tenant has been advised of any obligations he/she may have thereunder as a tenant; and

In no event shall any lease or rental agreement release or relieve an Owner from the proper maintenance of the Lot, or the obligation to pay any assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement. In addition, the Owner must notify the Association in writing within five (5) business days of any changes to his address and telephone number. Under no circumstance shall any Lot be used for any temporary lodging accommodations such as VRBO, Air BnB, or other vacation rental services.

Section 22. Window Treatments and Curtains. No Owner shall place on or about any window any metallic foil or other coating, substance or material which similarly acts as a reflector of light. Window coverings visible from the outside of the dwelling shall be made of materials customarily designed for window treatments.

Section 23. Seasonal Decorations. Any seasonal decorations including lights, other than Christmas and other December holiday decorations, may be placed on the Lots no more than three (3) weeks before the celebrated holiday, but must be removed no later than one (1) week after. Christmas and other December holiday decorations including lights may be placed on Lots from November 15th of each year through January 31st of the following year.

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. As described in Article I Section 1, the Architectural Review Committee shall be composed of no less than three (3) nor more than five (5) individuals appointed by the Association’s Board of Directors to review plans and specifications for any proposed Improvement and to make the approval determinations for said Improvements. Appointments shall be made from volunteers who are both Property Owners and qualify as “Members in Good Standing” as defined in Article I Section 10. In order to preserve a fair and equitable appeals process, no member of the

Architectural Review Committee should simultaneously serve on the Board of Directors unless there are no other volunteers from the community. If no Architectural Review Committee is appointed, the Board of Directors will serve as the committee until one is appointed.

Section 2. Architectural Control.

(a) Notwithstanding anything contained within this Restated Declaration to the contrary, no Owner shall begin new construction on, make improvement to, or facilitate exterior alteration to any Lot until specifications of alteration as follows have been submitted to the Architectural Review Committee: 1) the location of any proposed construction, alteration or Improvement, which specifications shall include, in addition to the actual building site of a dwelling or structure and its appurtenances, any staking, clearing, excavation, grading or other site work, and 2) the location, type and nature of any modification, change or alteration to any Lot or dwelling thereon, whether functional or decorative, including the type or size thereof, materials to be used in construction, exterior color scheme, exterior lighting plans, specifications and details thereof. All proposed locations of the dwelling or structure, garage and driveway upon any Lot must be approved in writing by the Architectural Review Committee, and copies of said approved plans, specifications and details must be filed with said Architectural Review Committee.

(b) All dwellings will have brick or stone skirting and partial brick or stone fronts including porches, except a front porch may have brick piers which are filled in between piers with 2-inch flat lattice made of vinyl, plastic, or fiberglass material painted to match the exterior paint on the house. The exterior walls of each dwelling and its garage shall be of stone, stucco, brick, wood, “hardi-board” or plank, or vinyl siding. All exterior building surfaces must be harmonious in colors, paint and materials in relation to the surrounding structures. All residential dwellings shall have a minimum roof pitch of at least 7/12 for the main gable. An 8/12 pitch shall be required for the garage. Dwellings built with 9-foot ceiling exterior walls shall have a minimum roof pitch of 7/12 for the main gable. Driveways shall be paved with concrete. All front walkways will be of surfaces made with concrete, flagstone, brick or similar paving material.

(c) The Association expressly reserves unto the Architectural Review Committee the sole and exclusive right to approve the grade at which any dwelling shall hereafter be erected or placed on a Lot (subject only to compliance with the regulations of public authorities having control thereof).

(d) The procedure to be followed by an Owner in obtaining approval from the Architectural Review Committee is set forth in Section 4 of this Article.

Section 3. Jurisdiction. The Architectural Review Committee is authorized and empowered to consider and review any and all aspects of the construction or alteration of any Improvement(s) on a Lot which may, in the reasonable opinion of the Architectural Review Committee, adversely affect the living enjoyment of one or more Owners or the

general value of the Lot(s) or the Property. Any concerns noted by the Architectural Review Committee shall brought to the Directors for review.

Section 4. Enforcement.

(a) The Association shall have the specific right (but not an obligation) to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions.

(b) As to nonconforming or unapproved Improvements, the Association may require any Owner to restore such Owner's Lot to the condition existing prior to the construction thereof, including, without limitation, the demolition and removal of any unapproved Improvements if such Improvements were commenced or constructed in violation of this Restated Declaration.

(c) Notwithstanding the rights of the Association to enforce the provisions contained in this Restated Declaration, the use of aerial photography or video (drones) to inspect any area of a Lot not clearly visible from the street or from a neighboring Lot is prohibited.

Section 5. Procedure. No Improvements of any kind or nature shall be erected, remodeled, or placed on any Lot until one (1) set of plans and specifications for the proposed Improvement and a site plan, including depiction of driveways, walkways, alleys, lawn areas, landscaping, and drainage patterns, as applicable, have been submitted to and approved in writing by the Architectural Review Committee, as to:

(a) Quality of workmanship and materials, adequacy of site dimensions and alignment of main elevation with respect to nearby streets;

(b) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping; and

(c) other standards set forth within this Restated Declaration (and any amendments hereto), any Architectural Guidelines approved by the Association, or specific matters in which the Architectural Review Committee has been vested with the authority to render a final interpretation and decision.

At such time as the plans and specifications meet the approval of the Architectural Review Committee, a Letter of Approval signed by the Board of Directors shall be sent thru the Architectural Review Committee. If found not to be in compliance with the aforementioned requirements, the set of plans and specifications shall be returned to the Lot Owner accompanied by a detailed statement of items found not to be in compliance with this Restated Declaration or the Design Guidelines. The Owner may thereafter resubmit, in accordance with the provisions of this Section, such plans and specifications setting forth the required changes to the Architectural Review Committee for its approval

prior to commencing any Improvement. Any modification or change to any approved set of plans and specifications must again be submitted to the Architectural Review Committee for its inspection and approval. The Architectural Review Committee's approval or disapproval may be in writing via letter or electronic mail (e-mail). Once the Architectural Review Committee has approved the plans and specifications for the Improvements, the construction of such Improvements must be promptly commenced and diligently pursued to completion and if such construction has not begun within sixty (60) days upon approval of the plans and specifications, such approval shall be deemed rescinded and before construction of Improvements can thereafter be commenced on the Lot in question, the plans and specifications must again be approved by the Architectural Review Committee pursuant to this Article. The Architectural Review Committee may refuse approval of plans, location, specifications, exterior color or finish for aesthetic reasons. Property Owners may appeal a decision from the Architectural Review Committee directly to the Board of Directors.

The plans and specifications as referred to in the preceding paragraph shall mean the following: (a) final elevations showing all sides; (b) all material selections and color selections; and (c) schematic site plan.

The Architectural Review Committee may, from time to time, develop and propose Architectural Guidelines which shall be fair, reasonable, and uniformly applied to all Lots and shall carry forward the spirit and intention of these covenants, conditions, and restrictions. These guidelines shall be presented to the Association for review and approval as specified in Section 6 of this Article. The Architectural Review Committee shall be responsive to technological advances and general changes in architectural design and materials and related conditions in future years and shall use its best efforts to balance the equities between matters of taste and design and use of private property. Such guidelines shall supplement these covenants, conditions, and restrictions and are incorporated herein by reference

Section 6. Architectural Guidelines. The Architectural Review Committee may, from time to time, propose Architectural Guidelines for adoption and enactment to the Members of the Association. These Architectural Guidelines shall be explanatory of the general intent of the development of the Property and shall be intended as a guide to assist the Architectural Review Committee in reviewing plans and specifications. Prior to the enactment and publication of any Architectural Guidelines, the Guidelines must be approved by sixty-seven percent (67%) of the entire membership of the Association.

Section 7. New Construction. Only construction of new buildings and only use of new construction materials shall be permitted on a Lot, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting the same into a dwelling and to prohibit the use of used construction materials.

Section 8. Diligent Construction. All construction, landscaping or other work whether or not it is being done due to damage, which has been or is being commenced on any Lot located within the Property must be continued with reasonable diligence to

completion and no partially completed house or other Improvement(s) shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The Board of Directors and Architectural Review Committee have the authority to set reasonable completion dates for construction, damage repair and landscaping. However, in accordance with Granville County regulations, no such completion date may be more than twelve (12) months from the date approved for commencement pursuant to Section 4 of this Article. Any damage to the street or to any part of any Common Area or utility system caused by an Owner or Owner's builder shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep adjacent public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements. The Association, upon ten (10) days prior written notice, may provide for the cleaning of public and private areas due to the activities of the Owner or Owner's builder and may assess the Owner the charge not to exceed the actual cost for such cleaning. Every builder constructing improvements upon a Lot shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of Improvements or take other measures consistent with standard construction practices necessary to keep the Lot free of garbage, trash or other debris which is occasioned by the construction of Owner's Improvements. All Owners and Owners' builders shall comply with such rules of the Association as are from time to time adopted with respect to construction of Improvements as well as with governmental permitting and applicable requirements. All Owners shall be responsible to ensure that any contractor they employ complies with all rules for builders adopted by the Association from time to time.

Section 9. Failure of the Architectural Review Committee to Act. If the Architectural Review Committee fails to approve or disapprove any plans and specifications and other submittals which conform (and which relate to Improvements which will conform) with the requirements hereof or to reject them as being inadequate or unacceptable in writing via letter or e-mail within thirty (30) days after receipt thereof, and provided such submittal was a full and complete submittal of all items that were to have been submitted to the Architectural Review Committee, it shall be conclusively presumed that the Architectural Review Committee has approved such conforming plans and specifications and other submittals, except that the Architectural Review Committee or Association has no right or power, either by action or failure to act, to waive or grant any variances relating to any mandatory requirements specified in this Restated Declaration, except where variances shall be expressly permitted herein. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Review Committee must notify the Owner within 10 business days via letter directly delivered to the Owner's address or via e-mail, receipt acknowledged. The Architectural Review Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance.

Section 10. Limitation of Liability. Neither the Architectural Review Committee nor the members thereof nor the Association shall be liable in damages or otherwise to any

Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with any submittal for approval or disapproval or failure to approve or disapprove any plans or specifications.

Section 11. No Liability for Design Defect. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility thereof or for any defect in any structure constructed from such plans and specifications.

Section 12. Location of Improvements. The Directors or Architectural Review Committee shall have the right to direct (subject to the provisions of zoning ordinances of the appropriate governmental authorities) the site and location of any building or structure on any Lot in order to enforce the specifications and restrictions set forth in this Restated Declaration and the Architectural Guidelines. Such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot in question to recommend a specific site. Site approval shall not be unreasonably withheld as long as all provisions of this Restated Declaration and any Architectural Guidelines are met.

Section 13. Variances. The Board of Directors, in coordination with the Architectural Review Committee, shall have the power to grant variances of the restrictions established herein in order to prevent or overcome difficulties presented by a Lot's topography (grade or incline), location of leech fields, or adherence to county, state, and federal regulations concerning the protection of wet lands; provided, however, that variances are done in conformity with the intent and purpose hereof; and, provided also, that in every instance such variance will not be materially detrimental or injurious to other Lots in the immediate vicinity. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No variance shall be permitted if it violates governmental standards. Any written request for a variance submitted to the Architectural Review Committee shall be immediately submitted to the Directors for review and input. Final decisions on all written requests for variances, whether approved or disapproved, shall be communicated in writing via letter by the Board of Directors within thirty (30) days following the submission of such requests. In the event of the grant of any variance, the letter of approval shall be binding upon the Association and may be relied upon by third parties to evidence the variance approval. Neither the Association as a whole nor the Board of Directors shall be liable to any Owner for any claims, causes of action or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Directors' right to strictly enforce the covenants, restrictions and architectural standards provided hereunder against any other Owner.

Section 14. Fences. No physical fences shall be installed on any Lot without prior written approval from the Architectural Review Committee. Requests submitted to the Architectural Review Committee must include the location, height and materials to be

used. Electronic fences used to keep pets contained do not require prior approval, as there is no visible architectural impact from these fences. Chain link fencing is strictly prohibited. All other fencing material will be considered on a case-by-case basis. Attachment of galvanized wire to the interior side of an approved fence is allowed. The design of the openings must be square or rectangular with a minimum opening of 2"x 2" or 2"x 4", respectively, to contain animals within the yard. Privacy fences around decks, pools, patios, and back yards may not exceed six (6) feet in height. Fencing should start at the rear wall of the dwelling; however, a forward offset not to exceed three (3) feet from the back wall to facilitate bracing to a side wall and/or to accommodate for gutter drain pipes may be allowed. Consideration will be given to septic systems, topography, or other issues as the Architectural Committee may deem appropriate.

Section 15. Storage sheds. No storage shed shall be installed on any Lot without written approval from the Architectural Review Committee. Metal and plastic sheds are strictly prohibited. Sheds must be located behind a line following the back wall of the dwelling. The colors used on the shed, to include the color of doors and shutters, shall match the dwelling's existing colors. The materials and location of the shed shall be compatible with the architectural qualities of the dwelling. The size of the shed shall be proportionate to the size of the lot, and only one (1) shed per Lot may be approved. Sheds must be properly maintained and in good condition. Lot Owners are required to obtain any applicable Granville County building permits before construction begins.

Section 16. Carports. Carports are prohibited. For the purpose of this Restated Declaration, a carport is a structure consisting of a roof, supported on post and without walls, intended for the storage of automobiles, boats, recreational vehicles, trailers, mowers, bicycles, etc. Carports will not be authorized as an alternative to storage sheds.

Section 17. Greenhouses. Greenhouses must be approved in advance by the Architectural Review Committee. Greenhouses must be located behind a line following the back wall of the dwelling and must not pose an adverse visual impact to neighboring homes. The size and design of the greenhouse must be architecturally compatible with the Lot and the dwelling. Use of a greenhouse for commercial purposes is prohibited.

Section 18. Swimming Pools. No outdoor "in-ground" swimming pool shall be constructed on any Lot until the plans and specifications for same showing the size, shape, materials, depth, and location of the pool have been approved in writing by the Architectural Review Committee. The pool equipment shall be screened, housed or stored underground. All governmental requirements and restrictions shall be applicable to the construction of swimming pools on any Lot and approval by the Architectural Review Committee shall in no way relieve the Owner of the responsibility and obligation to comply with such governmental requirements. In no event will an "above ground pool" be allowed. For the purpose of this Restated Declaration, an "above ground pool" is defined as a pool that is not set completely in ground and/or cannot be emptied and stored away at the end of use each day. Children's "waddling" pools or inflatable pools up to 24 inches in height and which can be emptied and stored away at the end of use each day are not prohibited and do not require approval from the Architectural Review Committee. Additionally,

above ground pools categorized as “standing wave pools” are allowed and shall be subject to the same requirements as a hot tub, jacuzzi, sauna, or spa.

Section 19. Pool Houses. No pool house shall be constructed without prior approval from the Architectural Review Committee. Whenever possible, plans for a pool house should be submitted as part of a swimming pool approval request. If an Owner elects to build a pool house after a swimming pool has already been approved or constructed, the Owner must submit a separate request for approval to the Architectural Review Committee; prior approval of a swimming pool which did not include a pool house shall not be used as approval for the proposed pool house. Pool houses shall be complimentary to the architectural style of the dwelling and shall be in close proximity to the swimming pool, so as not to be mistaken for any other type of structure.

Section 20. Hot Tub, Jacuzzi, Sauna, or Spa. Equipment must be located in the back patio, deck, or back yard adjacent to the dwelling. The exterior finish of the equipment shall blend with the exterior finish of the dwelling, patio, or deck to which it is attached or most closely related. Screening is required to reduced visibility of the equipment from the street. All precautionary and safety measures must be taken to prevent unauthorized access or use of the equipment. The Association shall not be held liable for any unauthorized access or use of the equipment. Owners are solely liable for any damages or injuries that might result from the use of this equipment.

Section 21. Landscaping.

(a) General. Each Lot inclusive of driveways, sidewalks, and the surface of each Lot, whether occupied or unoccupied, shall be free of all tall grass, undergrowth, dead, diseased or decaying trees, weeds, trash, rubbish and debris, and shall be kept in a neat, clean and attractive condition at all times. At no time may trash, rubbish, debris of any type inclusive of grass clippings and branches be dumped on any portion of any Lot or Common Area(s) within the Property. Owners are responsible for clearing grass clippings, tree branches, and other debris originating from their Lots from the road in front and/or adjacent to the property.

(b) Landscape Guidelines. All new major landscaping projects must be approved in advance by the Architectural Review Committee. Major landscaping is defined as any planting or change in ground cover which would include fifty percent (50%) or more of the front yard/lawn of a Lot. Landscaping is also defined as the addition of permanent decorative objects to the front yard, either man-made or natural, which are not part of the original construction design. Decorative objects will be reviewed on an individual basis, based upon the potential negative impact on the surrounding area.

(c) Sediment Control. Sufficient sediment control measures including, but not limited to, installation and maintenance of silt fences, straw base fences, storm water inlet protection or retention pond and temporary seeding, shall be taken by the Owner or Owner’s builder to ensure that all sediment resulting from any land disturbance or

construction operation is retained on the Lot. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

Section 22. Sight Distance at Intersections. All Lots located at street intersections shall be landscaped so as to permit safe sight around the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 23. Outdoor Recreation Equipment. Recreational and play equipment shall be unobtrusive to neighbors and shall comply with the following regulations:

- (a) The equipment shall be located behind a line following the back wall of the dwelling, except for basketball backboards which may be located on the driveway side of the dwelling.
- (b) The equipment shall be compatible with the lot size. Screening may be required to minimize any visual impact on the neighboring homes.
- (c) Equipment must be properly maintained.
- (d) Mobile Basketball backboards must be set a minimum of 15 feet from the front property line and 10 feet from side property lines when not in use. Owners are required to limit play time to the hours between 8:00 am and 10:00 pm to coincide with community noise limitations.

Section 24. Flag Poles. One (1) in-ground, permanent flag pole may be erected on an owned Lot upon approval from the Architectural Review Committee. The flag pole shall not exceed 25 feet in height and must set back a minimum of 30 feet from the front property line (road or street right of way). The approved flag pole may fly up to two (2) of the following three flags: (a) the official flag of the United States of America (USA) as described in Title 4 United States Code (4 U.S.C.), not to exceed 4 feet by 6 feet in size as stated in NC G.S. 47F-3-121; (b) the official POW/MIA flag as listed in 36 U.S.C. Chapter 10; or (c) an official USA State or Territory flag. In accordance with 36 U.S.C. Chapter 10, when the USA flag is displayed with another flag, the additional flag shall be flown below the USA flag. If the flag is to be flown after sunset, the flag pole must be lit by an approved light source. This light source shall not be a nuisance to the neighborhood or adjoining properties. All other flag protocol as listed in 4 U.S.C and 36 U.S.C. Chapter 10 shall be observed. A temporary or non-fixed flag pole, no longer than six (6) feet in length and attached to a wall is allowed and does not require prior coordination with the Architectural Review Committee. This flag pole may display any of the flags approved for a permanent flag pole as well as other personal expression flags, including but not limited to sport teams, country of origin, alma mater, or military affiliation.

Section 25. Air Conditioning and Heating Equipment. No heating, ventilation, and air conditioning (HVAC) unit shall be installed on the ground in front of any residence on a Lot. No air conditioning or heating apparatus shall be attached to any front or side wall or window of a dwelling on a Lot.

Section 26. Gas Valves. Unless otherwise approved by the Architectural Review Committee, no gas valve shall be set in the front of a residence of a Lot.

Section 27. Mail Boxes. Mailboxes shall be of one (1) standard size and design for the entire neighborhood. No mailbox shall be erected or maintained on any Lot or within any street right-of-way unless of the standard design. Replacement of a damaged, inoperative, or otherwise unsightly mailbox is to be kept consistent with the original mailbox. In the event that the current mailbox style becomes unavailable, the Architectural Review Committee shall recommend to the Board of Directors a new mailbox design to be used as an authorized replacement. The Board of Directors will have final approval authority over the replacement mailbox.

Section 28. Hoses and Pipes. Except for the temporary use of hoses and the like which are reasonably necessary in connection with normal lawn maintenance and pipe clean-outs, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground, unless such installation is expressly approved by the Architectural Review Committee.

Section 29. Clothes Lines. Permanent clothes lines are not allowed. Temporary or retractable clothes lines are allowed with the following restrictions: 1) use is limited to one (1) day per week between 8:00 am and 6:00 pm; 2) lines must be retracted or taken down when not in use; 3) lines must be located in the back yard on a location where its view from the street and from adjacent Lots is as concealed as possible.

Section 30. Utilities. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires. Unless otherwise required by the applicable public utility, transformers, electric, gas or other meters of any type, or other apparatus shall be located at the side of the buildings constructed on Lots or, if approved by the Architectural Review Committee in writing, located elsewhere on the Lot provided they are adequately screened as required by the Architectural Review Committee in accordance with the provisions of this Restated Declaration.

Section 31. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots.

NOTE: In addition to the above restrictions and standards, the applicable governmental authority may have restrictions and ordinances, including, but not limited to, watershed

restrictions and fencing, that may affect, limit or otherwise restrict or prohibit an improvement to a Lot. Approval of any Improvement by the Architectural Review Committee does not guarantee that such Improvement is not subject to any other governmental approval. There may be instances where a change is approved through the Architectural Review Committee but may not be allowed through the applicable governmental authority (or vice versa). An Owner is solely responsible for checking with the applicable governmental authority and obtaining any permits or approvals that may be required.

ARTICLE IX
SPECIAL RESTRICTIONS AFFECTING COMMON AREA

Section 1. Obstructions. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in such areas by any Owner, nor shall anything be altered, or constructed or planted in, or removed from such areas, without the prior written consent from the Directors of the Association.

No waste shall be permitted in the Common Areas.

Section 2. Damage to the Common Area. Each Owner shall be liable to the Association for damage to the Common Area caused accidentally or by the negligence or willful misconduct of the Owner or his family, tenants, guests, agents, contractors, employees or invitees. The Owner will be held responsible for any sums or costs expended by the Association to repair such damage, including applicable attorney’s fees, and such sums or costs shall constitute an automatic lien against the Lot and enforced as allowed in Article V herein.

ARTICLE X
EASEMENTS

Section 1. Easements for Construction, Installation and Maintenance. Easements for construction, installation, maintenance and continued location of driveways, sidewalks, walkways, parking areas, public and private gas lines, cable television, telephone, electric power lines, and for other utility installations are reserved for the benefit of the Association as shown on the plats recorded in the Granville County Registry. Further, perpetual easements fifteen (15’) feet in width for the installation, repair and maintenance of storm drainage, general service utilities and facilities are reserved for the benefit of the Association over, under, through and along the front and rear property lines of all Lots shown on recorded plats, and perpetual easements three (3’) feet in width for such purposes are reserved over, under and through and along all side property lines of all Lots.

Section 2. Easements for Community Entrances. The Association reserves on Lots 1, 30, 31 and 51 easements for an entrance sign and entrance landscaping. Included in the rights appurtenant to the landscaping and sign easements are the right to go onto this area at any time to plant and maintain the plantings of bushes, flowers, shrubs, and trees; to

install, repair and maintain fencing or other structure; and to repair, replace, and maintain the signs or portions thereof. These rights shall be for the Lot owners as well as the Association.

Section 3. Easement to Association for Common Area/Ingress and Egress. Furthermore, an easement is reserved for the benefit of the Association over, under and through any Common Area and along that portion of any Lot upon which is located any entry monument, wall, electrical apparatus, fence or entry landscaping and irrigation, or any portion thereof, for the construction, replacement, maintenance and continued location of such entry monument, wall, electrical apparatus, fence or entry landscaping and irrigation, together with a general right of ingress, egress and regress over and upon any such Lot for the purpose of accessing such construction and location easement. In the event it is determined that other and further easements are required over any Lot or Lots in locations not shown on the recorded plat(s) and not along rear or side Lot lines (including, without limitation, easements for landscaping, entry features and monument signs), such easements may be established by the Association, except that if any such easements are reserved or established after the conveyance of a Lot or Lots to be affected thereby, the written consent of the Owner or Owners of such Lot or Lots shall be required, which consent shall not be unreasonably withheld.

Section 4. Common Area Easements to Owners. Each Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area and of access to and from the Owners Lot over any street comprising a portion of the Common Area (if any), which rights and easements shall be appurtenant to and shall pass with the title to his Lot, subject to the rights and restrictions as set forth in this Restated Declaration. The Association will be deemed harmless and will not be held liable for any injury or death caused by accident or negligence while using the Common Areas.

Section 5. Easements for Utilities in Common Areas. The Association may, without consent or approval of any Owner, grant any of the easement rights herein reserved for the purposes set forth in this Restated Declaration to any person, public or private utility or service company, or any agent of the Association. The Association shall have the right, power and authority to grant easements and right-of-ways for the installation and maintenance of drainage facilities and of utilities, whether private, public or quasi-public, including cable television, water, gas and sewer upon, over, under and across any Common Area without the assent of the Members when, in the sole opinion of the Directors of the Association, such easements are required or reasonably necessary for the development and/or the convenient use and enjoyment of the Property and, in the sole opinion of the Directors, will not unreasonably interfere with the overall use and enjoyment of the Common Areas. Each Owner, by accepting a deed to a Lot, expressly grants to the Association an irrevocable power of attorney for the purpose of granting easements in, on, over, through and across the Common Areas as provided herein.

Section 6. Prohibitions on Easement Property. No structure, planting or other material shall be placed or permitted to remain within any easements provided for above, which may interfere with the installation of utilities, or which may change the direction of

flow of drainage channels in the easements or which may obstruct or adversely change the flow of water through drainage channels in the easements. Any entry on a Lot by the Association in order to perform any of the aforesated, or the Association, its agents or employees, between the hours of 8:30 a.m. and 6:00 p.m. Monday through Friday (except holidays) shall be communicated to the Lot Owner in writing via letter delivered to the dwelling or via e-mail at least 48 hours in advance. Entry during other hours in the case of an emergency, as the Board of Directors determines, to perform the maintenance and repairs set forth herein shall not be a trespass, and an easement for such entry is hereby granted.

ARTICLE XI
ASSOCIATION INSURANCE

Section 1. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury and adequate insurance for Directors and Officers. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property.

Section 2. Condemnation or Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Areas condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall be held as a reserve for future maintenance of the Common Areas or turned over to the Owners in proportion to their shares, whichever may be determined by a majority vote of the Members of the Association. It is up to the individual Lot Owners to pursue legal actions for damages to their Lots, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas.

ARTICLE XII
OPERATION AND RECORDS

Section 1. Approval of Owners. Unless at least eighty (80%) percent of the Owners have given their prior written approval or unless specifically allowed by this Restated Declaration with procedures, the Association shall not:

(a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly,

by the Association. The granting of easements for utilities or other purposes or the transfer to a public agency or governmental unit shall not be deemed a transfer within the meaning of this clause.

(b) Notwithstanding Article VIII, Section 10 (“Variances”), by act or omission, change, waive or abandon any plan of regulation, or enforcement thereof, pertaining to the architectural design or the exterior appearance of residences located on Lots, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

(c) Fail to maintain fire and extended coverage insurance on insurable improvements in the Common Area on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value.

(d) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged improvements. If after the repair or replacement of the damaged improvements, there are excess proceeds remaining, such excess proceeds may be used by the Association to meet its other obligations hereunder or as specified in Article XI.

Section 2. Professional Management. The Directors shall have the right to contract with a professional management company. Such contract must not be for more than one year at a time and shall have the right to terminate for cause upon thirty (30) days written notice and without cause upon ninety (90) days written notice without a termination fee. Any such termination shall not alleviate the Association from the responsibility of paying contractual amounts owed to the management company during the thirty (30) day or ninety (90) day time period that management is in effect.

Section 3. Books and Records. Any Owner of a Lot has the right to examine the books and records of the Association in accordance with the North Carolina Nonprofit Corporation Act.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association 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 Restated Declaration. Failure by the Association 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. Amendment. The covenants and restrictions of this Restated Declaration shall run with and bind the land, for a term of fifteen (15) years from the date this Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated as stated in herein. This

Restated Declaration may be amended, but not terminated, during the first fifteen (15) year period by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots. After fifteen (15) years following the recording, this Restated Declaration may be terminated by an instrument signed by the Owners of not less than eighty (80%) percent of the Lots.

If an Owner consents to any amendment to this Declaration or to the Bylaws, it will be conclusively presumed that such Owner has the authority to consent thereto and no contrary provision in any Mortgage or any contract between the Owner and a third party will affect the validity of such amendment.

Section 3. Notices. All notices, demands, requests, permissions, consents or approvals (“Notices”) given by the Association to any Owner shall be in writing and shall be deemed to have been properly given thirty (30) days after posted if sent by United States registered or certified mail, postage prepaid, return receipt requested, or United States First Class Mail, postage prepaid, addressed to an Owner at the address provided by the Owner (or the property address if no address has been designated); or after ten (10) days if notices are delivered via e-mail. All notices, demands, requests, permissions, consents or approvals (“Notices”) given by any Owner to the Association shall be in writing and shall be deemed to have been properly given thirty (30) days after posted if sent by United States registered or certified mail, postage prepaid, return receipt requested, or United States First Class Mail, postage prepaid, addressed to the Association at its current office of business); or after ten (10) days if notices are delivered via e-mail.

Section 4. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Restated Declaration or in any way to define, limit or describe the particular paragraphs to which they refer.

Section 5. Invalidation. If any provision of this Restated Declaration is held to be invalid by any court, the court shall reform such provision to give it the effect, as nearly as practicable, intended hereby, and if not practicable, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and all remaining provisions shall continue unimpaired, in full force and effect.

Section 6. Applicable Law. This Restated Declaration shall be governed by and construed in accordance with the laws of the State of North Carolina.

Section 7. Binding Effect. All of the covenants, stipulations and conditions contained in this Restated Declaration shall be binding upon and inure to the benefit of the Association, the Owners, and their respective heirs, personal representatives, executors, administrators, successors and/or assigns.

Section 8. Resolution of Conflicts Between Governing Documents. If there are any matters of conflict or inconsistencies in the Bylaws, Articles, Rules and Regulations or Restated Declaration, then the provisions of the Restated Declaration shall prevail.

Section 9. Attorney's Fees. To the extent permitted by North Carolina General Statutes 47F (the North Carolina Planned Community Act), as amended, in any action to enforce the provisions of this Restated Declaration, the Articles of Incorporation or the Bylaws, or the Rules and Regulations duly adopted by the Association, the Association will ask the court to award attorney's fees to the Association.

IN WITNESS WHEREOF, the Declarant has caused this Restated Declaration of Covenants, Conditions and Restrictions for OLDE BRASSFIELD to be executed as of the date written above.

ASSOCIATION:

Olde Brassfield Property Owners Association, a North Carolina non-profit corporation

By: James B. Klutz

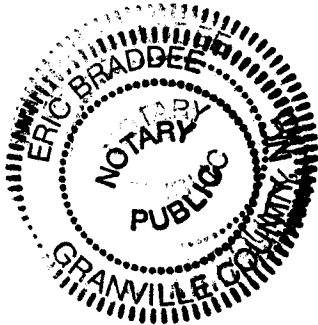
Name: JAMES B. KLUTZ

Title: PRESIDENT, OBPOA

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Eric Bradlee, Notary Public, certify that James B. Klutz (official) personally came before me this day and acknowledged that he/she is President OBPOA (title) of Olde Brassfield Property Owners Association, a North Carolina non-profit corporation, and that he/she, as President OBPOA (title) being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal this 10th day of February, 2019.
2020 JBR



Eric Bradlee
Notary Public
My Commission expires: Aug 4th, 2024

IN WITNESS WHEREOF, the Declarant has caused this Restated Declaration of Covenants, Conditions and Restrictions for OLDE BRASSFIELD to be executed as of the date written above.

ASSOCIATION:

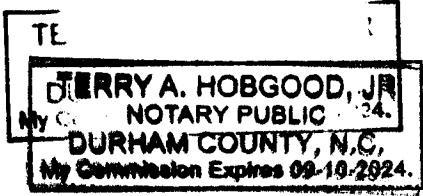
Olde Brassfield Property Owners Association, a North Carolina non-profit corporation

By: Carol J Hamm
Name: Carol J. Hamm
Title: Secretary, OBPOA

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Terry A. Hobgood, Jr., Notary Public, certify that Carol J. Hamm (official) personally came before me this day and acknowledged that he/she is Secretary (title) of Olde Brassfield Property Owners Association, a North Carolina non-profit corporation, and that he/she, as Secretary (title) being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal this 10th day of February, 2020.



Terry A. Hobgood, Jr.
Notary Public
My Commission expires: 9/10/2024

Olde Brassfield HOA

**Amended, Supplemented and Restated DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OLDE BRASSFIELD**

- Article I: DEFINITIONS
- Article II: PROPERTY SUBJECT TO DECLARATION PROPERTY RIGHTS
- Article III: THE ASSOCIATION
- Article IV: MEMBERSHIP AND VOTING RIGHTS
- Article V: COVENANT FOR ASSESSMENTS AND BUDGET
- Article VI: EXTERIOR MAINTENANCE
- Article VII: USE RESTRICTIONS
- Article VIII: ARCHITECTURE CONTROL
- Article IX: SPECIAL RESTRICTIONS AFFECTING COMMON AREA
- Article X: EASEMENTS
- Article XI: ASSOCIATION INSURANCE
- Article XII: OPERATION and RECORDS

YOUR SIGNATURE DENOTES ACCEPTANCE OF THE AMENDED COVENANTS

IN WITNESS WHEREOF, the undersigned being the Owners herein, have signed and sealed this instrument.

Homeowner		Witness
Print: Julia Perry	Lot #: 76	Carol Hamner
Sign: [Signature]	Date: 12-3-19	
Print: Buzz Geiss	Lot #: 73	Carol Hamner
Sign: [Signature]	Date: 12-3-19	
Print: Jocelyn Martin	Lot #: 88	Carol Hamner
Sign: [Signature]	Date: 1-20-20	

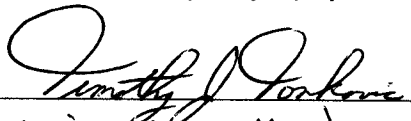
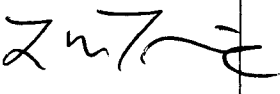
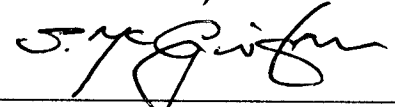
Olde Brassfield POA

**Amended, Supplemented and Restated DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OLDE BRASSFIELD**

- Article I: DEFINITIONS
- Article II: PROPERTY SUBJECT TO DECLARATION PROPERTY RIGHTS
- Article III: THE ASSOCIATION
- Article IV: MEMBERSHIP AND VOTING RIGHTS
- Article V: COVENANT FOR ASSESSMENTS AND BUDGET
- Article VI: EXTERIOR MAINTENANCE
- Article VII: USE RESTRICTIONS
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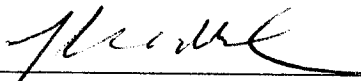
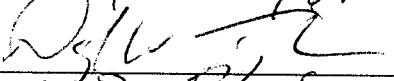
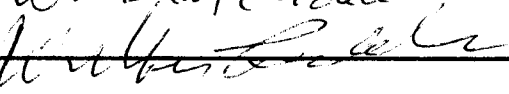
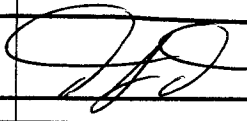
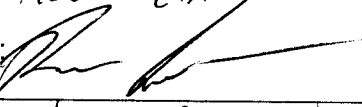
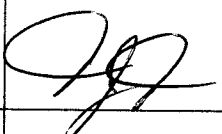
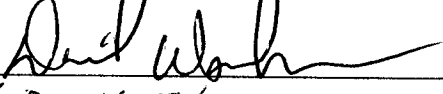
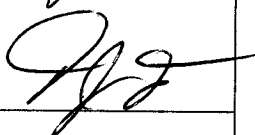
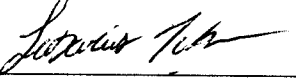
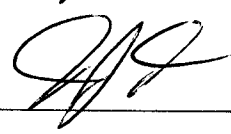
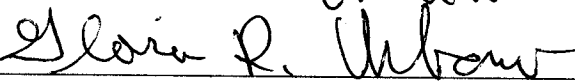
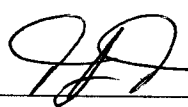
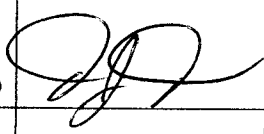
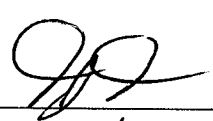
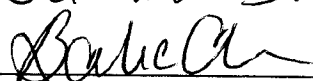
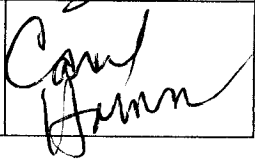
YOUR SIGNATURE DENOTES ACCEPTANCE OF THE AMENDED COVENANTS

In Witness Whereof, the undersigned being the Owners herein, have signed and sealed this instrument.

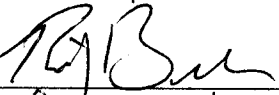
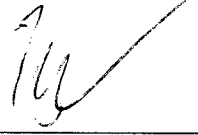
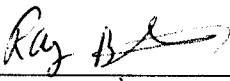
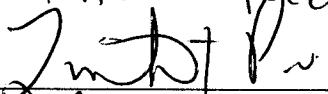
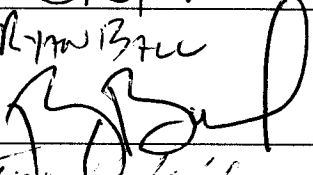
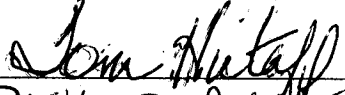
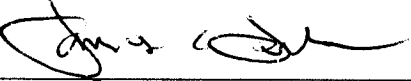
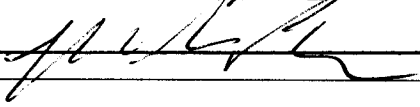
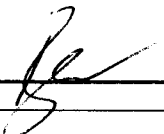
Homeowner		Witness
Print: <i>TIMOTHY J. TENKOVIC</i>	Lot #: <i>57</i>	
Sign: 	Date: <i>20191205</i>	
Print: <i>Oris Lee Morton</i>	Lot #: <i>53</i>	
Sign: 	Date: <i>12/5/19</i>	
Print: <i>SHAWN YEBUIGAN</i>	Lot #: <i>56</i>	
Sign: 	Date: <i>12/5/19</i>	

Print: SHAWN McGUIRE	Lot #: 66	
Sign: S. McGUIRE	Date: 12/5/19	Z. T. J. C.
Print: Carol Delgaty	Lot #: 39	
Sign: Carol Delgaty	Date: 12/5/19	B. J. C.
Print: Lynn Cole	Lot #: 69	
Sign: Lynn Cole	Date: 12-5-19	B. J. C.
Print: Gary Begier	Lot #: 44	
Sign: Gary Begier	Date: 12-5-19	B. J. C.
Print: Howard Campbell	Lot #: 81	
Sign: Howard Campbell	Date: 12-5-19	B. J. C.
Print: DAVID CARSON	Lot #: 45	
Sign: D. A. T. Carson	Date: 12-5-19	B. J. C.
Print: Collin Lawson	Lot #: 24	
Sign: Collin Lawson	Date: 12-5-19	B. J. C.
Print: Sandra Moore	Lot #: 18	
Sign: Sandra Moore	Date: 12-5-19	B. J. C.
Print: Mitchell Hamm	Lot #: 62	
Sign: Mitchell Hamm	Date: 12-5-19	B. J. C.
Print: Nicholas Bell	Lot #: 40	
Sign: Nicholas Bell	Date: 12/5/19	B. J. C.
Print: E. H. H. H.	Lot #: 83	
Sign: E. H. H. H.	Date: 12/5/19	B. J. C.
Print: Kenneth D. Lamon	Lot #: 59	
Sign: Kenneth D. Lamon	Date: 12/5/19	B. J. C.

Print: Elizabeth M White	Lot #: 15	
Sign: Elizabeth M White	Date: 12/5/2019	579
Print: TIMOTHY W MCAUGHEY	Lot #: 13	
Sign: Timothy W McAughey	Date: 12/05/19	BW
Print: JAMES JACOB	Lot #: 52	
Sign: James Jacob	Date: 12/5/19	B
Print: Marsha Overby	Lot #: 42	
Sign: Marsha Overby	Date: 12/5/19	YH
Print: John Morrison	Lot #: 78	
Sign: John Morrison	Date: 12/5/19	B
Print: Karen Jordan	Lot #: 30	
Sign: Karen Jordan	Date: 12-5-19	B
Print: Kelly Hersh	Lot #: 40	
Sign: Kelly Hersh	Date: 12/5/19	B
Print: Susan Horton	Lot #: 67	
Sign: Susan Horton	Date: 12/16/19	Carol Harn
Print: Kendale Young	Lot #: 68	
Sign: Kendale Young	Date: 12/16/19	Carol Harn
Print: Kelly Herman	Lot #: 48	
Sign: Kelly Herman	Date: 12/20/19	Carol Harn
Print: STEPHANIE KLUTZ	Lot #: 54	
Sign: Stephanie Klutz	Date: 12/21/19	JP
Print: STEPHANIE KLUTZ	Lot #: 55	
Sign: Stephanie Klutz	Date: 12/21/19	JP

Print: RICH BAXTER	Lot #: 25	
Sign: 	Date: 12/21/19	
Print: Daryl Taylor	Lot #: 17	
Sign: 	Date: 21 Dec 19	
Print: W. B. Baxter	Lot #: 	
Sign: 	Date: 12/21/19	 VOID
Print: TODD R. FROCK	Lot #: 49	
Sign: 	Date: 12/30/19	
Print: Kevin Clinton	Lot #: 58	
Sign: 	Date: 1/4/20	
Print: Nathaniel Carmichael, Jr.	Lot #: 28	
Sign: 	Date: 1/4/2020	
Print: David Walker	Lot #: 23	
Sign: 	Date: 1/4/2020	
Print: LaDarius Taborn	Lot #: 11	
Sign: 	Date: 1/4/2020	
Print: Gloria R. Urbano	Lot #: 7	
Sign: 	Date: 4 Dec. 2020	
Print: Joseph E. Hollowell, Jr.	Lot #: 2	
Sign: 	Date: 01-04-2020	
Print: Sandra E Moore	Lot #: 19	
Sign: 	Date: 1-04-2020	
Print: Barbara Dill	Lot #: 65	
Sign: 	Date: 1-5-20	

Print: John Adam Tipton	Lot #: 70	Sign: [Signature]	Date: 05 JAN 2020	[Signature]
Print: Tim Willoughby	Lot #: 63	Sign: [Signature]	Date: 1/5/20	[Signature]
Print: Kevin Holmes	Lot #: 89	Sign: [Signature]	Date: 1/5/20	[Signature]
Print: JUSTIN POLLAY	Lot #: 79	Sign: [Signature]	Date: 1/5/20	[Signature]
Print: Timothy Zwigart	Lot #: 87	Sign: [Signature]	Date: 1/6/2020	[Signature]
Print: Denise Burney	Lot #: 27	Sign: [Signature]	Date: 1/11/20	[Signature]
Print: PAUL STELTON	Lot #: 77	Sign: [Signature]	Date: 11 JAN 20	[Signature]
Print: Todd Bell	Lot #: 5	Sign: [Signature]	Date: 1-16-2020	[Signature]
Print: William Lord	Lot #: 3	Sign: [Signature]	Date: 1-17-2020	[Signature]
Print: Luke Williams	Lot #: 61	Sign: [Signature]	Date: 1/19/20	[Signature]
Print: Gerald Lloyd	Lot #: 41	Sign: [Signature]	Date: 1-19-20	[Signature]
Print: William Bridges	Lot #: 6	Sign: [Signature]	Date: 1-18-20	[Signature]

Print: Ricky Bell	Lot #: 31	
Sign: 	Date: 1-19-20	
Print: Ray B. B. B.	Lot #: 25	
Sign: 	Date: 02-01-2020	
Print: Linton T. Pged	Lot #: 22	
Sign: 	Date: 2-1-20	
Print: Linton T. Pged	Lot #: 60	
Sign: 	Date: 2-1-20	
Print: Tom H. H. H.	Lot #: 4	
Sign: 	Date: 2-1-20	
Print: Dustin D. P. P.	Lot #: 24	
Sign: 	Date: 2/2/20	
Print: James Sanderson	Lot #: 21	
Sign: 	Date: 2/9/2020	
Print: Red B. B. B.	Lot #: 25	
Sign: 	Date: 2/9/2020	
Print:	Lot #:	
Sign:	Date:	
Print:	Lot #:	
Sign:	Date:	
Print:	Lot #:	
Sign:	Date:	

VOID