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Franklin County, North Carolina
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NORTH CAROLINA

**AMENDMENT TO COVENANTS FOR
WILLOW BEND SUBDIVISION**

FRANKLIN COUNTY

THIS AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WILLOW BEND SUBDIVISION made on this 23rd day of January, 2019 by WILLOW
DEVELOPMENT, LLC, a North Carolina corporation, hereinafter called "Declarant";

WITNESSETH

THAT WHEREAS, Declarant is the owner of certain property identified on that plat recorded in Plat
Book 2018, Pages 325-327, Franklin County Registry known as "Willow Bend Subdivision"; and

WHEREAS, Declarant has previously recorded covenants, conditions and restrictions for Willow Bend
Subdivision in Book 2168, Pages 303-327, Franklin County Registry; and

Submitted electronically by "Warren, Shackleford & Thomas, P.L.L.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Franklin County Register of Deeds.

Prepared by and hold for: Warren Shackleford & Thomas, P.L.L.C.
Kimberly P. Thomas, Esq.
343 South White Street
Wake Forest, North Carolina 27587

STATE OF NORTH CAROLINA
FRANKLIN COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW BEND SUBDIVISION

THIS DECLARATION is made this 10th day of January, 2019 by WILLOW DEVELOPMENT, LLC, hereinafter referred to as Declarant.

WITNESSETH

WHEREAS, Declarant is the owner of certain property located in Franklin County, State of North Carolina, which is more particularly described herein but is known generally as "Willow Bend Subdivision"; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and the improvements thereon, and to that end desires to subject the real property as described above, together with any and all such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof as well as to create an organization to administer the rules of the Subdivision, which such Association shall have enforcement powers as so defined hereinafter and which Declarant shall be initially responsible for the management of such Association; and

WHEREAS, Declarant desires to impose easements, covenants, conditions and restrictions upon all of the Property; and

WHEREAS, Declarant desires to create thereon a residential community of single-family homes; and

Submitted electronically by "Warren, Shackleford & Thomas, P.L.L.C."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Franklin County Register of Deeds.

- e. Any hazard, liability or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase or as the Association may deem appropriate to thereby purchase;
- f. The expenses of the maintenance of private drainage and utility easements and any facilities which are within the subdivision and which serve the subdivision and adjacent lands thereto;
- g. The expenses of the maintenance of all easements and landscaping and any improvements conveyed to the Association;
- h. Any other expenses as so determined by the Board or approved by the members of the Association to be common expenses of the Association including any unpaid assessments following the foreclosure of a first mortgage or first deed of trust.

Section 6. “Common Property” or “Common Area” shall mean those certain portions of the Property (including any improvements thereto) owned by the Declarant or the Association for the common use and enjoyment of the Owners, hereinafter defined, including any landscaping. The Common Property shall include any easement rights, Landscaped Right-of-Way, mailbox kiosk, and any improvements constructed thereon.

Section 7. “Declarant” shall mean and refer to WILLOW DEVELOPMENT, LLC, a North Carolina limited liability company, its successors and assigns.

Section 8. “Declarant Development Period” shall mean and refer to that period of time during which: (i) the Declarant is the owner of any portion of the Property, including any Lot OR Common Area; (ii) Declarant is in any way involved in the maintenance of streets, landscaping, or Common Area; (iii) Declarant is in any way involved in the marketing of the Property through advertisements, signs, listings or providing an on-site real estate agent; or (iv) Declarant is providing funds to the Association.

Section 9. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Willow Bend Subdivision, as it may be amended and supplemented (by Supplemental Declarations) from time to time as herein provided.

Section 10. “Entry Features” shall mean those portions of the Property upon which permanent identification signs or monuments shall be initially installed and erected by Declarant at various entrances of Willow Bend Subdivision.

Section 11. “Landscaped Right-of-Way” shall mean the medians and other areas within the public or private street rights-of-way within or adjoining the Property which are designated as Landscaped Rights-of-Way by the Declarant.

Section 12. “Lot” shall mean and refer to any numbered or lettered plot of land shown upon any recorded community map of the Property, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site which is intended for residential purposes. The ownership of each Lot shall include,

ARTICLE II
PLANNED COMMUNITY ACT

Declarant intends to create a planned community subject to the provisions of Chapter 47F of the North Carolina General Statutes. Nothing contained herein shall serve to limit any rights, procedures, enforcement mechanisms, or otherwise as provided in the North Carolina Planned Community Act (the "Planned Community Act"). However, if there is any conflict between the Planned Community Act and this Declaration, this Declaration shall control unless prohibited under the Planned Community Act.

ARTICLE III
PROPERTY; ADDITIONAL DECLARATIONS
SUPPLEMENTAL DECLARATIONS

Section 1. Property made subject to Declaration. The Property made subject to this Declaration is described as follows:

BEING all of Lots 1 through 28 and all other property including all common areas and stormwater management areas as shown on "Final Plat for WILLOW BEND SUBDIVISION" as recorded in Book of Maps 2018, Page 325-327, Franklin County Registry.

The Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant and each Owner subject to this Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration.

Section 2. Supplemental Declaration. The Declarant reserves the right to subject the Property to additional covenants, restrictions, easements, uses, privileges, changes, assessments, liens, options, rights, terms and provisions as Declarant in its sole discretion may determine and/or to amend this Declaration as necessary in its sole discretion. Such an addition, etc. shall not require any other Owner approval during the Declarant Development Period. Any Supplemental Declaration must be in writing and filed with the Franklin County Register of Deeds Office.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association and shall be subject to an assessment. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment. The Association shall be established before any lots are sold by Declarant.

Section 2. The Association shall have the following two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an

distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners.

The Architectural Control Committee (the "ACC"), and any Owner shall have the power to file an injunction with the appropriate judicial authority to enforce all of the covenants and conditions contained in this Article.

The ACC has discretion to grant variances, except as prohibited by Franklin County regulations, to all use and building restrictions found in this Article so long as such discretion maintains and does not violate the overall aesthetic nature of the Subdivision and such a variance is obtained in writing signed by the ACC and recorded in the Franklin County Registry.

Section 2. Owner's Responsibility. All maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with this Declaration. Such maintenance shall include, without limitation, (i) the repairing and painting (or other appropriate external care) and otherwise caring for the dwelling and all other structures located on the Lot; (ii) the seeding, fertilizing and watering of all lawns and mowing, edging, clipping, sweeping, pruning, raking and otherwise caring for all lawns; (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic, do not cause unsightly or unkempt conditions and do not trespass onto the property of others; and (iv) the maintenance, repair and painting of all fences on the Lot. If the Declarant determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Declarant shall, except in an emergency situation, give the Owner written notice of the Declarant's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) calendar days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, if such maintenance, repair, or replacement is not capable of completion within a ten (10) calendar day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Declarant may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense. The remedies provided in this Section shall be in addition to, and not in lieu of, other remedies provided in this Declaration for a violation of the Declaration.

It shall be the responsibility of each Owner to prevent and correct unclean, unsightly or unkempt conditions of building or Lots. All Lots shall be kept clean and free of garbage, junk, trash, debris, non-operable vehicles or apparatus and vehicles without valid and proper license plates and registration, and any substance and conditions that might contribute to an unsightly condition, health hazard or the breeding and habitation of snakes, rats or insects. "Lot" as used in this section also includes that portion of the lot between the right of way and the pavement.

Section 3. Land Use and Building Type. Each Lot shall be used exclusively for single-family, non-transient residential purposes and, except as allowed by the terms of this Declaration, no building or other structure shall be constructed, placed, allowed to remain on a Lot except one single family dwelling, and an attached or detached garage, and an out building or storage building

written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The ACC shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the ACC or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the ACC, in the event of noncompliance with this Section, the ACC may, record in the appropriate public registry a notice of violation naming the violating Owner.

PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ACC, THE MEMBERS THEREOF, NOR THE ASSOCIATION, IF ANY, ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ACC, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ACC, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Section 5. Signs. No sign of any kind shall be erected by an Owner within the Property or Subdivision without the prior written consent of the ACC except (a) when offering a Lot or residence for sale or for lease, not more than one (1) professionally lettered "For Sale" or "For Rent" sign having a maximum area of four (4) square feet and a maximum height of four (4) feet above ground level, (b) professional security signs (c) any signs required by legal proceedings, and (d) signs erected by Declarant. Professionally lettered "For Sale" or "For Rent" signs may be attached to a post of not more than Five Feet, Six Inches (5'6") in height. Notwithstanding the foregoing, the ACC shall have the right to erect reasonable and appropriate signs. Declarant may elect to remove any sign not meeting the above qualifications without any advance notice to Owner and shall not be liable to Owner for such removal. Through December 31, 2025 Declarant may have signs of any size marketing and advertising lots in the subdivision.

constitutes a nuisance or inconvenience, Declarant may issue a written notice to Owner that said pet must be removed from the Subdivision within ten (10) calendar days. If Owner does not remove said pet within the time limit provided in the notification, Declarant may have the pet removed from the Subdivision by an animal control authority or other appropriate authority. The cost of such removal shall be the responsibility of Owner and shall be an assessment against the Lot of Owner.

No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for such structure have been approved by the ACC in accordance with this Declaration. A leash shall be used for all animals and pets which are outside the confines of their house or a fenced-in area.

Section 10. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot. No property within the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Subdivision, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

It shall be the responsibility of each Owner to timely address the removal of debris and/or rebuilding of a dwelling or structure in the event of damage caused by fire, storm, or other occurrence. If Owner does not begin the removal of debris and/or reconstructing within sixty (60) days of said occurrence, the Declarant and/or Association may remove any debris, the costs of which shall be the responsibility of Owner and shall be collected as an assessment, so as to return the Lot to a neat and clean appearance; provided, however, there shall be no removal of any debris if prohibited by an applicable governmental authority.

Section 11. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Property or Subdivision except in an enclosed garage.

Section 12. Antennas. The ACC may issue rules regarding the erection of exterior antennas, including, without limitation, satellite dishes; provided such rules do not prevent reception of acceptable quality signals or cause an unreasonable delay or cost. Unless screened and located in the rear of the home to provide minimum visual impact on neighboring properties and so as to be unseen from the streets, no exterior antennas of any kind, including without limitation, satellite dishes, shall be placed, allowed, or maintained upon any portion of the Property or

Declarant for as long as Declarant has the right unilaterally to annex additional property to the Property pursuant to Article VI and Article VIII of this Declaration. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations and shall not constitute a violation of the Declaration.

Section 18. Firearms, Hunting Prohibited. The use or discharge of firearms in the Subdivision is prohibited unless such firearm is used or discharged as a means of self-defense. The term "firearms" includes without limitation "B-B" guns, pellet guns, bows and arrows, sling shots and small firearms of all types. There shall be no discharging of firearms, guns or pistols of any kind, caliber, type or method of propulsion; and no target practice or hunting of any type shall be carried on or conducted on the Subdivision.

Section 19. Fences and Party Walls. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Property or Subdivision, including any Lot, without the prior written consent of the ACC. The ACC may issue guidelines detailing acceptable fence styles or specifications, but all such fences or fencing type barriers must be made of material approved by the ACC and in no event may an uncoated chain link or barbed wire fence be approved. Each wall or fence built as a part of the original construction on the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Any Owner performing any such repair or restoration shall have the right to go upon the adjoining Lot(s) to the extent necessary to perform such repair or restoration. Such repair or restoration shall be done expeditiously and upon completion, such Owner shall restore the adjoining Lot to as near the same condition which prevailed on it before the commencement of such repair and restoration as is reasonably possible. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

Section 20. Utility Lines. Except as may be permitted by the ACC, no overhead utility lines, including lines for cable television, shall be permitted within the Property or Subdivision, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 21. Air-Conditioning Units. No window air conditioning units may be installed except as may be permitted by the ACC, but in no event shall a window air conditioning unit be installed in any dwelling so as to be visible from the front of any Lot or any adjoining street.

Section 22. Lighting. Except as may be permitted by the ACC, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a

Section 33. Fuel or Water Tanks. No fuel tanks or water tanks shall be stored or maintained upon any Lot in such a manner as to be visible from any street or road or from any other Lot, unless used by Declarant in the ordinary course of developing the Property or Subdivision.

Section 34. Outbuildings and Similar Structures. No outbuilding, storage building or similar structure shall be erected, placed or allowed to remain on any Lot except those which are incidental to residential use, are constructed of the same or substantially identical materials as the residential dwelling on the Lot, are architecturally compatible with the residential dwelling on the Lot, are located no closer to the front boundary line of the Lot than the rear wall of the single-family residence located on the Lot and no closer to any side boundary line of a Lot than the applicable building setback requirements, and which have otherwise been approved by the ACC.

Section 35. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling of such erosion or siltation.

Section 36. Insurance. Nothing shall be kept, and no activity shall be conducted, on the Property which will increase the rate of insurance applicable to residential use for the Property or any Lots. No Owner shall do or keep anything, nor cause or allow anything to be kept, on his/her Lot or on the Common Property which will result in the cancellation of insurance on any portion of the Property, or Lots therein, or which will be in violation of any law, ordinance or regulation. No waste shall be committed on any portion of the Common Property.

Section 37. Independent Covenants. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid, or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

Section 38. Dwelling Setback Lines. Unless a greater restriction is required by any governmental authority, no dwelling erected on any Lot (including garage and outbuilding) shall be constructed nearer than twenty (20) feet to the front lot line, eight (8) feet to any side Lot line and twenty (20) feet to any rear lot line. A corner lot must be twenty-five (25) feet to each side corner. These restrictions shall prevail over any lesser governmental setback requirement. In addition to meeting all governmental setback requirements, approval from the ACC must also be granted.

Section 39. Square Footage. Any dwelling erected on a Lot shall contain a minimum enclosed dwelling area of 1800 square feet above ground. The term "enclosed dwelling area" as used in this Section shall mean the total enclosed area within a dwelling subject to both heating and cooling; provided, however, that the term specifically does not include garages, basements, terraces, porches, decks, stoops and like areas regardless of heating or cooling. Variances of these square footage requirements may be granted by the Declarant and/or ACC.

executing a Notice of Termination of Declarant Development Period and assigning all rights reserved herein to the Association. The Notice of Termination of Declarant Development Period shall be effective when filed in the Franklin County Registry.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs, reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late charges, costs, reasonable attorneys' fees shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the welfare of the residents in the Property for the improvement and maintenance of the Common Area, including without limitation, Stormwater Control Facilities which shall be maintained in accordance with Franklin County and the State of North Carolina ordinances and as agreed upon by Declarant pursuant to any Stormwater Control Structure Maintenance Agreement which may be executed by Declarant, including Entry Features and Recreational Facilities, for the establishment of adequate reserves for the replacement of capital improvements, if any, located within the Common Area, payment of insurance premiums for contracts of hazard and liability insurance on the Common Area, payment of local ad valorem taxes or governmental charges, if any, on the Common Area, any other major expense for which the Association is responsible, and such other needs as may arise. The Association itself is responsible for ensuring proper liability insurance is always in effect, maintenance of all recreational facilities is being done properly, landscaping of common areas is being performed, and all local taxes, if any, have been properly paid on time.

Section 3. Budget and Reserves. The Association shall establish and maintain adequate reserve funds for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the property which the Association may be obligation to maintain by the Declarant.

Section 4. Assessment Amount and Due Date. Until December 31st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Seventy-Five Dollars (\$275.00) for each Lot, which shall be collected and prorated as against the Owner of a Home upon closing and the issuance of the Certificate of Occupancy. There shall be a twenty dollar (\$20.00) late fee assessed for all late payments. Neither Declarant nor any Builder shall pay any assessments, homeowner's dues or fees whatsoever on the lots, unless a Builder constructs a home wherein that Builder will be an

date at the rate of ten percent (10.0%) per annum and shall be subject to a late charge of Twenty and No/100 Dollars (\$20.00) per month. The Association may bring an action at law against the Owner personally obligated to pay the same for such delinquent assessment, interest, late charges, costs, management fee and reasonable attorneys' fees of any such action, or foreclose the lien against the Lot, which shall be come a lien as against the property. For purposes of this Section 8, the amount of delinquent assessment, plus accrued interest and late charges shall be considered evidenced by this Section 8 and, therefore, evidence of indebtedness shall exist hereby. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Working Capital Fund. At the time of closing of the sale of each Lot to an Owner other than a Builder, an amount of Two Hundred Seventy-Five Dollars (\$275.00) shall be collected and transferred to the Association as "Working Capital Contribution". The purpose of said fund is to ensure that the Association Board will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

ARTICLE VIII

ANNEXATION OF PROPERTY

As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until seven (7) years after the recording of this Declaration to annex and subject such additional real property which is contiguous to the boundary of the Property, to the provisions of this Declaration or any Supplementary Declaration thereto, by filing for record in the public registry of the county in which the property to be annexed is located a Supplementary Declaration describing the property being subjected. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of existing Owners are not adversely affected, Declarant may include additional restrictions and limitations affecting any such annexed real property.

ARTICLE IX

EASEMENTS

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or

Section 6. Easement for Entry Features. There is hereby reserved to Declarant an easement for ingress, egress, installation, construction, landscaping and maintenance of Entry Features, signs and similar streetscapes for the Property or Subdivision, over and upon each Lot in the Subdivision on which Entry Features, signs and similar streetscapes have been installed by Declarant. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such Entry Features. Entry Features shall be maintained by the Association at the termination of the Declarant Development Period, or earlier if Declarant so desires.

Section 7. Easements Over the Lots. The Lots shall be subjected to, and the Declarant does hereby grant to the appropriate grantees thereof, the following easements:

- (a) Each Lot shall be subject to all easements which are shown and depicted on any recorded plat as affecting and burdening such Lot;
- (b) Each Lot shall be subject to an easement for slope control purposes, including the right to grade and plat slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;
- (c) Those Lots shown on any plat for the Willow Bend Subdivision, as defined within the Additional Declaration, as having a "landscape easement" shall be subject to an easement for the installation and maintenance of the landscaping, walls and fences located on the area designated;
- (d) Those Lots shown on any plat for the Willow Bend Subdivision as having a "pedestrian access easement" shall be subject to an easement for access across, over and through the area designated on said plat;
- (e) Each Lot shall be subject to a non-exclusive perpetual access easement for the repair, maintenance or reconstruction of any dwelling located on an adjoining Lot where the dwelling is located closer than five (5) feet from the lot line common to such adjoining lots. The repair, maintenance or reconstruction shall be done expeditiously, and, upon completion of the work, the owner of the benefited Lot shall restore the adjoining burdened Lot to as near the same condition as that which prevailed prior to the commencement of such repair work as is reasonably practicable.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. Each Owner and occupant shall comply strictly with this Declaration and Supplemental Declarations, if any. It is stipulated and agreed that the Owner and their heirs, successors, or assigns, may enforce this Declaration or Supplemental Declarations, if any, by injunction and that this shall not be in exclusion of, but in addition to, all other remedies available in law or equity. The Association shall have all enforcement rights as provided in the

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and the consent of Declarant, during the Declarant Development Period. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to Declarant shall be amended without Declarant's prior written approval during the Declarant Development Period.

Any lawsuit challenging any aspect of an amendment to this Declaration must be filed in the appropriate court in the county in which the Subdivision is located within one (1) year of the recordation of such amendment in the public registry of the county in which the Subdivision is located.

Section 5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 7. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8. Notice of Sale or Lease. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Declarant, during the Declarant Development Period, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Declarant may reasonably require. The lot Owner shall fully inform all prospective purchasers of the Declarations and the requirements thereunder. The lot Owner shall also give to the purchaser of the Lot a copy of the Declarations and any amendments.

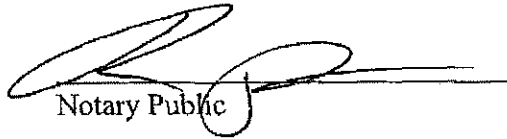
Section 9. Variances. Notwithstanding anything to the contrary contained herein, the Declarant or its designee, during the Declarant Development Period, shall be authorized to grant individual variances from the provisions of this Declaration, and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Subdivision.

Section 10. Security. The Declarant may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety in the Subdivision. Notwithstanding the providing of any such measures or taking of any such action by Declarant, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees,

STATE OF NORTH CAROLINA, COUNTY OF WAKE

I, Kimberly P. Thomas a Notary Public of Franklin County, North Carolina, do hereby certify that MICHAEL A. MOSS, Manager of WILLOW DEVELOPMENT, LLC, a North Carolina limited liability company, personally appeared before me this day and stated that he as Manager being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this the 10th day of January, 2019.


Notary Public

My Commission Expires: 6/30/21

