

Prepared by and Return to:
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
MY DOOR AT ALSTON RIDGE**

This Declaration of Covenants, Conditions and Restrictions of My Door at Alston Ridge is hereby made by **Alston Development Partners, LLC**, a North Carolina limited liability company, whose mailing address is 3633 Harden Road, Ste 102, Raleigh, NC 27607.

WITNESSETH:

Declarant is the owner in fee simple of the property described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

Declarant intends, but shall not be required, to develop the Property as a residential community and to construct single family homes on the Property, subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth; and

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the Property and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof.

ARTICLE I
DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration or any amendment hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "**Access Control System**" shall mean any system intended to control or monitor access to the Property or any portion thereof.

Section 2. **"Articles"** mean and refer to the Articles of Incorporation of My Door at Alston Ridge Owners Association, Inc., a North Carolina nonprofit corporation, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 3. **"Association"** means My Door at Alston Ridge Owners Association, Inc., a North Carolina nonprofit corporation, its successors and assigns.

Section 4. **"Board of Directors"** or **"Board"** means the Board of Directors of the Association, as set forth in the Bylaws (as defined below).

Section 5. **"Builder"** means any person or entity who (i) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy), (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (iii) is approved by the Declarant as a Builder.

Section 6. **"Bylaws"** mean the Bylaws of My Door at Alston Ridge Owners Association, Inc., and shall include such amendments, if any, as may be adopted from time-to-time pursuant to the terms thereof.

Section 7. **"Common Area"** shall mean any real property interests within the Community designated as Common Areas from time to time by the Declarant, by a Plat or by a recorded amendment to this Declaration or Supplemental Declaration, as well as any personal property located thereon or owned by the Association, and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the residents within the Community. The Common Areas may include, without limitation, private roads, the Access Control System, recreational facilities, entrance features, signage, irrigation lines and equipment, landscape buffers, mail kiosk(s), and improvements, which are owned by or dedicated to the Association. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREA" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION.

Section 8. **"Community"** or **"My Door at Alston Ridge"** means the community planned for development upon the property described in **Exhibit "A"** or any property annexed as provided herein; the said being within the County.

Section 9. **"County"** shall mean Wake County, North Carolina.

Section 10. **"Declarant"** means Alston Development Partners, LLC, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of the County.

Section 11. **"Declaration"** means this instrument and shall include such amendments and supplements, if any, as may be adopted and recorded in the public records of the County from time to time pursuant to the terms hereof.

Section 12. “HOA Act” shall mean Chapter 47F of the North Carolina General Statutes, as amended from time to time.

Section 13. “Home” is a single-family dwelling constructed upon and including a Lot.

Section 14. “Institutional First Mortgage” is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 15. “Institutional First Mortgagee” is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 16. “Lot” is a designated lot within the property described on the Plat or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 17. “Member” is every person or entity who is a member in the Association by ownership of a Lot and in accordance with Article IV herein.

Section 18. “Operating Expenses” is all actual and estimated costs and expenses of operating the Association, as determined appropriate in the discretion of the Board, and may include, but is not limited to, salaries and management fees, professional fees, service, and material costs, telecommunications service costs, costs of supplies and equipment, and any and all costs relating to the discharge of the Association’s obligations hereunder; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives, including without limitation costs incurred for the operation, maintenance, repair, replacement, and improvement of the Common Areas. Operating Expenses shall not include reserves.

Section 19. “Owner” is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 20. “Plat” is the plat or plats of the Property, to be recorded in the Public Records of the County as the same may be amended from time to time. The term Plat shall also include any additional plats of property subsequently added to the terms of this Declaration by a supplemental Declaration.

Section 21. “Property” is the property described in **Exhibit “A”** and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 22. “Rental Period” shall have the meaning set forth in Article VII, Section 21 herein.

Section 23. “Rules” are collectively the rules and regulations, which the Board of Directors may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property and any improvements located thereon.

Section 24. “Supplemental Declaration” shall mean and refer to an instrument filed in the Public Records of the County pursuant to Article II below which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

Section 25. “Stormwater Control Facilities” shall mean one or more of the following devices and measures, together with associated private drainage easements utilized for conveying stormwater (however identified on a plat, map or in a recorded document) that serve(s) the Property and which are located outside of public street rights-of-way and drainage easements accepted into public use by Wake County, including, but not limited to, bio-cells, conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wet ponds, dry detention basins, wetlands, permanently protected undisturbed open space areas (and similarly designated areas shown on any recorded plat of any portion of the Property), bio-retention areas, retention or detention ponds, runoff and pollutants for more than one (1) Lot in the Property. Private drainage easements, however identified on a recorded plat or recorded map or in a recorded document, that serve more than one (1) Lot are deemed to be dedicated to the Association for the benefit of the Property or applicable portions thereof. “Tenant” shall mean any person or person(s) who are renters, tenants or the like under a lease agreement with the Owner of a Lot for occupancy of the Home on the Lot.

Section 26. “Turnover” shall have the meaning set forth in Article III, Section 2 herein.

The foregoing definitions shall be applicable to this Declaration and to any Supplemental Declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is the property described in Exhibit “A”, and such additions as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments

thereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. THE FILING OF THIS DECLARATION AND SUBJECTING THE PROPERTY TO THE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINED HEREIN SHALL NOT BE CONSTRUED IN ANY WAY AS INHIBITING OR PROHIBITING WAIVER OF ASSOCIATION PROCEDURES UNDER THE BYLAWS OR THE HOA ACT BY DECLARANT AND ANY DESIGNATED OPERATOR DURING THE RENTAL PERIOD (EXCEPTING THOSE PROCEDURES AND ACTS REQUIRED BY LAW TO BE PERFORMED).

Section 3. Addition and Withdrawal of Property.

(a) Annexation of Additional 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 prior to Turnover, to annex and subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein.

(b) Withdrawal of Property. Prior to Turnover, Declarant shall have unilateral authority to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "Withdrawn Property." In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

ARTICLE III
MEMBERSHIP AND TURNOVER

Section 1. Membership and Voting. Except as otherwise provided herein, every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to this Declaration shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Votes may be cast by Members in accordance with the Bylaws.

Section 2. Turnover. Turnover of control of the Association shall take place upon the earlier of the following to occur, or as otherwise required by law:

- (a) Three (3) months after ninety (90%) percent of the Lots ultimately planned for the Community have been conveyed from Declarant to Lot Owners other than Declarant or Builders, an Operator or third-party to whom Declarant rights are assigned; or
- (b) Thirty (30) days after the Declarant elects to terminate the Class B Membership in a written instrument signed by Declarant and delivered to the Secretary of the Association.

ARTICLE IV **PROPERTY RIGHTS**

Section 1. Membership Easements of Enjoyment. Every Owner and their authorized guests and Tenants shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common services purposes;
- (b) The right of the Association or designated Operator to charge reasonable fees for the use of designated facilities (if any) on the Common Area and to temporarily close facilities for repair or maintenance or other purposes;
- (c) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith, including without limitation private access easement granted to the Association for the use and benefit of the Owners, their guests, Tenants, and invitees, if any; and
- (d) Easements referred to in Article X hereof;
- (e) The right to the use and enjoyment of the Common Area and facilities thereon, once construction thereof has been completed, shall extend to all Owners and their family, Tenants, guests and invitees, provided subject to regulation under this Declaration and Rules promulgated by the Association;

- (f) The other provisions of this Declaration, the Articles and Bylaws.

Section 2. Common Area.

- (a) Ownership. In the event any Common Area is dedicated to the Association, the Declarant will convey such Common Area to the Association and the Association shall

maintain the Common Area conveyed to it. In addition, any easement granted in favor of the Association shall be maintained by the Association in accordance with the terms of any such grant or dedication as if such easements were Common Areas; provided, however, the use and enjoyment of such easements shall be limited to the purpose for which they were intended. The Association shall be obligated to accept conveyance of any Common Areas or grants of easements from the Declarant as deemed necessary or advisable by Declarant. The Association shall have the right to promulgate Rules for the use of Common Areas and such shall be enforceable against all Owners and their guests, Tenants and invitees. Common Area shall include all property dedicated to the Association on a Plat, as well as all property conveyed to the Association.

(b) The cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, Tenants or other invitees or by the failure of an Owner, Tenant or guest to comply with the Rules of the Association shall be the responsibility of the Owner or its guest, Tenants or other invitees, as applicable.

(c) Rules. The Association, through its Board of Directors, may make and enforce reasonable Rules governing the Common Areas. Violations of such Rules or provisions of this Declaration may result in monetary fines levied in accordance with the HOA Act, and suspension of amenity and Common Area use rights. The Board of Directors shall, in addition, have the power to seek relief in any court for violations or to abate nuisances.

Section 3. Declarant's, Operator's and Builders' Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article IV shall be subject to:

(a) The right of Declarant to enter into agreements, execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's, Operator's or Builders' development, construction, leasing, sales and marketing of the Property.

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities, adjacent property owners, or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, irrigation lines, or any other utilities or services to any Lots within the Property or any portion of the Common Areas, or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

(c) The Declarant, Operator and each Builder, as applicable, shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Rental Period and such additional period of time as Declarant or such Builder is engaged in any development, construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant and Builders shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant, Operator and Builders shall further have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the

Community to facilitate sales, leasing and marketing of the Community during the Rental Period and until Turnover. Declarant and Operator shall also have the right to control the operation and opening of any Access Control System to facilitate construction, sales, leasing and marketing of the Community. No Owner, his Tenants, guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, Operator, Builders, or any of their agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion, leasing or sales activity; and

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of the County.

(e) Notwithstanding anything contained herein to the contrary, neither the Declarant, nor Builders, nor the Association makes any representation whatsoever as to the commencement, completion or construction of any recreational facilities or other improvements within or upon the Common Areas. Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided that, title to all portions of the Common Areas owned by Declarant shall be transferred to the Association no later than Turnover. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (i) all rights of Declarant and other persons set forth in this Declaration; and (ii) any restrictions or limitations contained in the instrument conveying such portion to the Association. THE ASSOCIATION AND EACH OWNER SHALL BE OBLIGATED TO ACCEPT THE COMMON AREAS AND ANY IMPROVEMENTS LOCATED THEREON IN THEIR "AS-IS" CONDITION. NEITHER THE DECLARANT NOR ANY BUILDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE COMMON AREAS AND THE IMPROVEMENTS THEREON INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY RELATED TO THE USE OF THE SAME, DATE OF COMPLETION OR FUTURE ECONOMIC PERFORMANCE OR OPERATION OF THE COMMON AREAS AND THE IMPROVEMENTS THEREON, INCLUDING ALL MATERIALS, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT THEREIN. FURTHER, THE DECLARANT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, THAT THE PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF THE PROPERTY CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY DECLARANT IS OR WILL BE SUBJECT TO THIS DECLARATION, OR THAT ANY SUCH REAL PROPERTY (WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION) IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR (OR ANY) USE, OR THAT SUCH REAL PROPERTY IS ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property for public use, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any Regular Assessments (as defined below) or charges for the payment of Operating Expenses of the Association (including, without limitation, payment of taxes which may be assessed against any Common Areas or any personal property which may in the future be owned by the Association) ("**Regular Assessments**"); and (2) any special assessments for improvements, or to fund any deficits between the amount collected for Regular Assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Areas, together with other costs and/or expenses levied or imposed against the Association or property of the Association ("**Special Assessments**"); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots ("**Individual Assessments**"). All such Regular Assessments, Special Assessments and Individual Assessments, collectively referred to as "**Assessments**", shall be fixed, established and collected from time to time as hereinafter provided, and unless waived, in accordance with the HOA Act. The Assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors, shall be a charge on the Property and shall be a *continuing lien* relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. The lien of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association. Each such Assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment becomes due. Each Owner shall be jointly and severally responsible with the previous Owner for all Assessments due to the Association prior to the transfer of title, without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 2. Purpose of Assessments. Any Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and the Community.

Section 3. No Reserves. Reserve funding is not provided for by this Declaration and neither Declarant or an Operator shall be responsible to contribute any monetary amount for reserves.

Section 4. Declarant's Right to Deficit Fund Association Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, during the Rental Period, an election may be made by Declarant or any successor Declarant for itself, or by Declarant and/or a designated Operator as the Owner(s) of all Lots in the Community, to pay all expenses of the Association as they are incurred for the management and maintenance of the Property in accordance with this Declaration; which election would be in lieu of the adoption of an annual budget and in lieu of the Association levying and collecting Assessments. In the event of such election and following the termination of the Rental Period, the Declarant and any designated Operator, as applicable, shall have no further liability of any kind to the Association for the payment of expenses as described in this Section 4, other than those that arose to prior to termination of the Rental Period. In the event of termination of the Rental Period and for the period prior to Turnover, Declarant may elect to fund deficits in Operating Expenses in accordance with the HOA Act, or elect to pay assessments on the Lots it owns like other Owners.

Section 5. Rate of Assessments. In the event Declarant does not make an election under Section 4, but rather levies Assessments pursuant to an adopted budget for expenses, Lots without a Home, due to a reduced level of services provided by the Association compared to Lots with a Home capable of occupancy, shall not be assessed until such Lot is improved with a Home, and (b) Lots owned by the Declarant shall be exempt from payment of Assessments during any period of time that Declarant is funding deficits in Assessments levied on non-Declarant owned Lots for Operating Expenses. Declarant makes no guarantee as to a maximum level of Assessments which may be levied and due from non-Declarant Owners.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Review of Proposed Additions/Alterations. During the Rental Period, unless previously approved by Declarant or a designated Operator, as applicable, in writing, no Tenant or occupant of a Home may alter the appearance of the exterior of the Home or make any improvement or alteration of any kind on the Lot, including, but not limited to those related to fences, walls, walkways, driveways, windows, trim, awnings, lighting, shutters, roofing, landscaping, antennas, pools, patios, exterior colors or materials or fixtures. The Declarant may condition its approval of proposals, plans and specifications as it deems appropriate, for aesthetic or any other reason, and may require plans and specifications or other information prior to approving or disapproving any request submitted. Following any termination of the Rental Period, no such alterations or additions may be made without the prior approval of the Board of Directors in accordance with guidelines for architectural standards and procedures or Rules adopted by the Board.

Section 2. No Waiver of Future Approvals. Neither the approval of Declarant (or the Board, as applicable) of any proposals or plans and specifications or drawings for any alterations or additions to Lots or Homes, or in connection with any other matter requiring the approval and consent of the Declarant or Board of Directors, nor the failure to require correction of any

unapproved alterations, shall be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability. Neither Declarant or any member of the Board of Directors or the Association shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans or specifications. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors, the Association and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the Board members or Declarant.

ARTICLE VII

USE RESTRICTIONS

The following Use Restrictions shall apply to all Lots within the Community, except for any Lots owned by the Declarant, a designated Operator or Builders. Except as otherwise provided herein, each Owner and its guests, Tenants, occupants and invitees must comply with the following:

Section 1. Residential Purposes. No Lot shall be used for any purpose other than for residential purposes. The occupancy of each Home shall be limited to the maximum number of persons allowable in accordance with Federal Regulations and local ordinances based on the size and configuration of the Home.

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be placed or used on any Lot without the prior written approval of Declarant, or if after Turnover, by the Board. No such structures, even if approved, shall at any time be used as a residence or appurtenance to such residence, either temporary or permanent. The foregoing shall not apply to temporary construction trailers or other temporary structures used by the Declarant or a Builder.

Section 3. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, as determined by the Board in its sole discretion. Such activity shall specifically include, but not be limited to, the use or discharge of firecrackers or fireworks. This Section shall not apply to sales, leasing, marketing, construction and development activities by Declarant, Operator or Builders.

Section 4. Pets. No animals of any kind, including but not limited to livestock, swine, poultry, reptiles or insects (including bees) shall be kept, maintained, or bred in any Home or elsewhere within the Property. No pets shall be kept, maintained or bred in any Home except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of three (3) domestic dogs (other than dogs which in the reasonable determination of the

Board of Directors or under applicable codes, ordinances, or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or three (3) domestic cats shall be permitted to be kept in a Home or Lot, provided such animals are not kept, bred or raised for commercial purposes. In no event may more than three (3) total pets be permitted to be kept in a Home. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Property or street abutting or visible from the Property. Animals belonging to Owners, Tenants, guests or invitees of any Owner or Tenant, when outside the Home in the Community must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. Outdoor kennels, cages and dog runs are not permitted on any Lot. The Association shall have the right to promulgate Rules relating to animals and the right to restrict or require removal any such animals determined by the Board or applicable codes or regulations to constitute a nuisance or danger to the Community. In addition, all pet owners shall be required to maintain at all times (a) adequate homeowners' or renters' insurance coverage for any and all liabilities related to the pet(s) owned and kept on the Lot, which insurance shall name the Association as an additional insured to the extent such endorsement is available and (b) current vaccinations as required by applicable state and local law and records relating to such vaccinations for any pet(s) owned and kept on the Lot. Evidence of such insurance coverage and vaccinations shall be provided by the Owner or renter to the Association upon request. If such evidence is not provided as required herein, the Board shall have the right to require the pet to be removed from the Lot until the appropriate insurance coverage or vaccination, as the case may be, is obtained.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot, excepting Lots owned by Declarant or an Operator, other than one sign not larger than 18" X 24" and placed in one ground floor window or one second story window and limited to content advertising the property for sale or for rent. The Declarant specifically reserves the right, for itself and for a designated Operator, Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the Community such signs as the Declarant deems appropriate in connection with the development, improvement, construction, marketing, leasing and sale of any of the Lots and Homes; provided, however, notwithstanding anything to the contrary herein.

Section 6. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers, and shall be kept within an enclosed garage or side yard provided the containers are shielded with landscaping, fencing, wall or other approved method as determined by the Board until the evening before or the morning of curbside garbage pick-up, and such garbage containers must be picked up and stored in the garage no later than 8:00 p.m. on the day of such curbside garbage pick-up. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring property or within the Property, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with any municipal or

County Codes or regulations. This Section shall not apply to normal construction debris on the Property during the course of development of the Community by the Declarant or the construction of a Home or improvements on other portions of the Property (as approved by Declarant) by a Builder.

Section 7. Laundry; Renewable Energy Devices. No rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by Declarant, or if after Turnover, the Board.

Section 8. Personal Property; Patio and Lawn Furniture. All personal property of Owners, Tenants or other occupants of Homes shall be stored within the Homes. No personal property may be used or stored on any Lot or Home which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible from any street adjacent to the Lot or any other property, without the prior written approval of the Board. The Board may establish standards for patio furniture and patio swings at its sole discretion. All other outdoor furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. No furniture may be stored on the lawn of the Home. The Board may require the removal of any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Boards' sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, Tenants or occupants of the Home, such Owner, Tenants or occupant(s) must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning. The Board has authority to regulate the placement and use of items on the Common Area.

Section 9. Vehicles and Parking.

(a) Parking in the Community is limited to designated driveways and garages or any other paved or concrete surfaces designated by the Declarant for parking. No vehicles of any nature shall be parked on any portion of a Lot or other portion of the Community, except on the surfaced parking area thereof. Vehicles shall not be parked on the paved or concrete surfaces comprising the Common Areas, except on the side of the street adjacent to the Home. Vehicles may not be parked in the street between midnight and 6:00 a.m. To the extent the Community has any guest parking (if applicable), Owners, Tenants and any other occupants of a Home are prohibited from parking in such guest parking spaces. An Owner, Tenant or other occupant of a Home may park in the Home's garage or in the driveway on the Lot, unless the Board further restricts parking to garages of Homes. Parking on streets may be further limited by the Association's Rules and Regulations. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made within the Community, unless in the garage

of a Home. No vehicles within the Community shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to a Lot or the Association during normal working hours or for work performed for the Declarant, Builders or the Association which are necessary in the development, construction, sale, leasing, maintenance or management of the Property or Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used, or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. Commercial vehicles include flatbed trucks, trucks modified with larger truck beds to accommodate landscaping or other cargo, trucks fitted with equipment to be used in connection with the provision of services and vehicles equipped with more than four (4) wheels. No toolboxes or other fixtures or equipment may be permanently affixed to a vehicle and any toolboxes or other fixtures or equipment must be removed while the vehicle is parked. No vehicle taller than eighty inches (80") or longer than two hundred thirty-five inches (235") shall be permitted in the Community. As an example, the following vehicles are not permitted unless parked in the garage of the Home with the garage door closed: Ford Transit, Chevrolet Express, Dodge Ram ProMaster, Mercedes-Benz Sprinter, and Ford E-Series trucks. No vehicle that fits into the garage of the Home may be excluded, but the Board may require the Owner to park such vehicle in the garage. The Board may, in its sole discretion, provide a list of vehicles that are approved and that will fit in the garage of the Home. The Board shall have the sole right to interpret the provisions of this section but must apply its interpretation consistently for all Owners. IN THE EVENT AN OWNER WISHES TO PURCHASE, OR A POTENTIAL PURCHASER OR RENTER OF A HOME OWNS AND INTENDS TO KEEP IN THE COMMUNITY AFTER PURCHASE OR LEASE OF A HOME, A LARGE VEHICLE, THE OWNER, POTENTIAL PURCHASER OR TENANT MUST CONTACT THE BOARD PRIOR TO THE PURCHASE TO DETERMINE WHETHER THE VEHICLE IS PERMITTED. No vehicles displaying commercial advertising or a "for sale" sign shall be parked within the public view except those of visiting contractors making repairs to a Lot or Home and this provision is specifically intended to preclude any Lot Owner or renter or other occupant from parking their personal commercial vehicle in public view. Automobiles issued by Lee County or other governmental entity (i.e., police cars), shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle within the Community shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), mini motorcycles, go karts, or other motorized vehicles other than golf carts (as approved in accordance with this Declaration), ordinary passenger automobiles or motorized wheelchairs are permitted at any time within the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, this Section shall not apply to any vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their contractors or agents.

(b) Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home, and each Tenant by

signing a lease to rent the Home, irrevocably grants the Association and its designated towing agent the right to enter a Lot and tow vehicles parked in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Lot or executing a lease for the Home, the Owner or Tenant, as applicable, provides to the Association the irrevocable right to tow or remove vehicles parked on the Lot owned or rented, and on the Common Area, which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc.

Section 10. Septic Tanks. No septic tanks or individual wells will be permitted on any Lot.

Section 11. Garages. No garage may be improved or otherwise used for purposes of a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from Declarant in accordance with Article VI, or following Turnover, from the Board of Directors. No garage may be used for the operation of a business or for any commercial purpose of any kind. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Section 12. Window Covering. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of Declarant (or the Board, if after Turnover). Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of Declarant, or the Board, as applicable after Turnover. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the Declarant, or the Board, as applicable after Turnover. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Declarant, or the Board, as applicable after Turnover. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 13. Flags. Flags or banners shall be subject to reasonable standards for size, placement and safety as may be adopted by the Board or the ARC, as applicable. The Declarant, Builders, an Operator and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders and Operators, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the Community such flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing, leasing and sale of any of the Lots and Homes.

Section 14. Business Activity. Except for normal construction activity, leasing of Homes, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant or Builders, administrative offices of Declarant or Builders, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. No portion of the Common Areas may be used for any commercial or business purpose, including but not limited to fitness training, without the prior written consent of the Board. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall only be permitted if the business is conducted within the Home and shall not disrupt the residential nature of the Community unless the Board of Directors provides otherwise in the Rules. No Owner or other person may actively engage in any solicitations for commercial purposes within the Community. No day care center, child care facility, elder care facility, assisted living facility or halfway house may be operated out of a Home, unless prohibition of such would be contrary to applicable fair housing laws. No garage sales are permitted, except as permitted by the Board.

Section 15. Pools. Above ground swimming pools are not permitted on Lots. Above ground hot tubs may be permitted on lanais or patios so long as the hot tub is under the roof of the Home and has been approved in advance in writing by Declarant, or if after Turnover, by the Board.

Section 16. Telecommunications. No exterior visible antennae, radio masts, towers, poles, acrials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the Declarant, or if after Turnover, by the Board. No Owner, Tenant or occupant shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited.

Section 17. Lakes/Ponds. Bodies of water located within the Community shall not be used for recreational purposes, including swimming, fishing, boating, jet skiing, or any other types of water sports. Swimming, wading or fishing in any body of water within the Community is prohibited. No planting, fencing or other improvements or additions to the landscape area or grassed area surrounding any body of water in the Community and within the maintenance easements surrounding the bodies of water are permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the lake banks, within the maintenance easements surrounding the lake or rear yards of Lots adjacent to the lakes. The Association has the right to further restrict use of bodies of water in the Community in promulgated Rules established by the Association.

Section 18. Drones and other Unmanned Aerial Systems. Drones and other unmanned aerial systems may only be used within the Community in accordance with applicable federal, state and local laws. Any purported violations of such law(s) should be reported to governmental authorities instead of to the Association.

Section 19. Gardens and Plantings. No Lot may have a plot of ground where herbs, fruits, flowers or vegetables are grown in the front yard of the Lot. Any garden in the rear yard, if planted or authorized by the Lot Owner, must be screened from view of adjacent property.

Section 20. Drainage System and Improvements. The Association shall be responsible for operation, repair and maintenance of all drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the “**Drainage Improvements**”), and which may be located within Common Areas or Lots and such Drainage Improvements are considered part of the Stormwater Control Facilities; as well as for the maintenance of grassy and lawn areas and routine maintenance of any drainage easements located upon the Lots. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, BUILDERS, AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER OCCURRING AS A RESULT OF A MALFUNCTION OF A PORTION OF A DRAINAGE SYSTEM ON A LOT.

Section 21. Leases/ Rental Operation. Declarant reserves unto itself, its successors and assigns, and those persons or entities designated by written acknowledgement of Declarant as an operator (each, an “**Operator**”), the right, authority and power to rent each, any or all such Homes located on Lots owned by Declarant or Operator, under such terms as Declarant or Operator, in its sole discretion may decide, for so long as Declarant or Operator is the Owner of said Lots (the “**Rental Period**”). During the Rental Period, Declarant may, in its sole discretion, and with the consent of Operator, if applicable, dispense with and/or waive any or all Association procedural requirements established by this Declaration, the Articles of Incorporation, the Bylaws or the HOA Act, except those procedures and acts which the Association is required by law to perform. In the event during the Rental Period Declarant dispenses with and/or waives any Association procedural requirement, no right under such dispensed or waived Association procedural requirement shall inure or accrue to any Tenant, occupant or invitee of any Lot or Home. The Rental Period shall continue indefinitely so long as Declarant, its successors and assigns and if designated, an Operator, own all Lots in the Community and hold for residential leasing purposes the Lots improved with Homes.

Section 22. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt, inhibit, limit or impede the construction, leasing, sales, and marketing of Homes in the Community as determined by Declarant or a designated Operator, as applicable, in their sole discretion, shall not apply to the Declarant, Operator or Builders.

ARTICLE VIII

EASEMENTS

Section 1. Public Services. Easements are reserved over each Lot and the Common Areas for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Utilities. Easements for ingress and egress and for the installation and maintenance of all utilities, irrigation lines and equipment, Stormwater Control Facilities, surface water management and drainage facilities, landscaping, fencing, signage, and street lighting are reserved on and over each Lot and the Common Areas in favor of the Association and other entities with maintenance responsibilities related to the same. Such easements are reserved for their intended purpose and shall not be removed by subsequent Owners. The right is also reserved to

the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time.

Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant or a Builder on a Lot, encroaches upon any portion of the Common Area or an adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant or a Builder, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots or Common Area.

Section 4. Common Area Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder.

Section 5. Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association and its designees, the County, and/or any governmental agency having jurisdiction over the Community, over, across and upon the Community for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by the Declarant or a Builder, (ii) landscaping of the Stormwater Control Facilities, (iii) as required by the County or the Permit, and/or (iv) improvements approved by Declarant, or as applicable, the Board. A non-exclusive easement for ingress and egress and access exists over, across and upon the Community for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Community and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

Section 6. Maintenance of Easement Areas. Within any of the easement areas hereby reserved or created, or shown on the Plat of the Community, or within designated Common Areas or other portion of the Property containing any component of the Stormwater Control Facilities, no digging, excavation, depositing fill material, debris or any other material or item, or altering any water control structure, or any other construction to modify the Stormwater Control Facilities shall be allowed, and no permanent structure may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except as otherwise expressly

provided herein, and except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company.

ARTICLE IX COVENANTS FOR MAINTENANCE

Section 1. Lot Owner Maintenance Responsibilities. Each Lot Owner shall be responsible for the maintaining, repairing, and replacing of the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows and roofs, gutters, downspouts and skylights, patio screens, screen enclosures, doors, fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot. It will also be the duty of each Owner to maintain in good repair any driveway servicing a single Lot, as well as the sidewalk, if any, located on or abutting his or her Lot. It shall also be the responsibility of Lot Owners to maintain and cut the grass located and for all maintenance and replacement of any landscaping installed on such Owner's Lot by the Owner and to replace grass, trees, and shrubs. The Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Association, unless the planting is the replacement of existing landscaping that has died or otherwise requires replacement.

Section 2. Association Maintenance Responsibilities. The Association shall be responsible for the maintenance of grass and landscaping on Common Areas and within any landscape buffer easement on the Common Areas or landscaping buffers originally installed by the Declarant or the Association on the Common Areas to comply with applicable codes and permits. The Association shall maintain, repair and replace all structures, hardscape and other improvements located on Common Area, except as otherwise provided herein. Such maintenance responsibility shall include maintenance of the Stormwater Control Facilities.

Section 3. Irrigation. It shall be the duty of the Association to maintain the irrigation system for the Common Area at the Association's expense, the cost of which shall be an Operating Expense. The Association may, in its sole discretion, maintain the irrigation system located on each Lot, the cost of which (if undertaken) shall also be an Operating Expense. The Association is hereby granted an easement over and across each Owner's Lot for the purpose of repairing and maintaining the irrigation system. Owners and occupants of Homes shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Board. Each Owner or Tenant, as applicable, shall be responsible for payment of any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on such Owner's Lot or the Common Area, caused by such Owner, any member of such Owner's family, any guests, invitees, Tenants, contractors, workers or agents of Owner. Each Owner shall be responsible for the cost of any damage or erosion caused by the operation of the drainage system installed on his or her Lot. Repair of such damage or erosion may be performed by the Association. In the event the Association does not maintain the irrigation lines located on the Lots, it shall be the duty of each Owner to maintain any irrigation line located on and servicing his or her Lot at the Owners' expense.

ARTICLE X MORTGAGES

Section 1. Subordination of the Lien to Mortgages. The priority of the Association's lien and the obligation for payment of past due assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure shall be determined by the HOA Act, as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

ARTICLE XI STORMWATER CONTROL FACILITIES

Section 1. General. The Association shall be responsible for the maintenance of Stormwater Control Facilities in the Community. All Stormwater Control Facilities within the Community, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the Stormwater Control Facilities and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT, OPERATOR AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER OCCURRING AS A RESULT OF A MALFUNCTION OF A PORTION OF A DRAINAGE SYSTEM ON A LOT.

(a) No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, Operator, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(b) No Lot, Common Area or any other portion of the Community shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant, a designated Operator or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

(c) All Stormwater Control Facilities, excluding those areas (if any) maintained by the County or another governmental agency will be the ultimate responsibility of the Association. The Association may enter any Lot, the Common Area or any other portion of the Community and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper Stormwater Control Facilities. The cost of such alterations, improvements or repairs shall be part of the Operating Expenses.

(d) No Owner, Tenant or other person may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the Plat or approved plans.

(e) Owners, Tenants and other persons shall not remove native vegetation that becomes established within any retention/detention area in the Community. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

Section 2. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the Stormwater Control Facilities.

ARTICLE XII GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, the Articles, and except to the extent waived by Declarant or Operator, the provisions of the Bylaws of the Association. The restrictions and limitations of this Declaration are intended to be and shall be taken as consideration for any lease or deed of conveyance hereinafter made. The Association, by and through Declarant and/or any designated Operator during the Rental Period, shall be the entity or entities responsible for the operation and maintenance of the Common Area improvements.

Section 2. Enforcement. The Association, the Declarant and/or a designated Operator shall have the right during the Rental Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After Turnover, the Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for thirty (30) years after the date this Declaration is recorded in the public records, after which time said covenants, as amended from time to time, shall automatically renew for successive ten (10) year periods. The Declaration may be terminated by an instrument signed by

an officer of the Association on behalf of eighty percent (80%) of the total voting interests of all Members agreeing to terminate this Declaration has been recorded in the Public Records of the County.

Section 5. Dissolution of Association.

(a) Generally. In the event that the Association is dissolved pursuant to this Declaration, or in the event that the Association otherwise defaults under its maintenance responsibilities for the Stormwater Control Facilities, each Owner shall be jointly and severally responsible for maintenance of the Stormwater Control Facilities, including payment of any unpaid ad valorem taxes, public assessments for improvements, and unsafe building and public abatement liens charged against the Stormwater Control Facilities and Lots benefitted by those Stormwater Control Facilities, and including all interest charges thereon, together with the costs and expenses of collection incurred by themselves (or other collecting agent), including court costs and reasonable attorney's fees actually incurred. Each Owner has a right of contribution against all other Owners whose portions of the Property are served by the same Stormwater Control Facilities for payment of such costs and expenses to the extent that the Owner having such right of contribution pays more than such Owner's pro rata share thereof, such pro rata share being determined either dividing the acreage of such Owner's portion of the Property served by the Stormwater Control Facilities by the total acreage of the portion of the Property served by the same Stormwater Control Facilities when no maintenance assessments apply to the Property.

(b) Applicability of Declaration after Dissolution. In the event of dissolution of the Association, the Community and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas (if any). The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of the Community that had been Common Areas and continue to be so used for the common use and enjoyment of the Declarant, Builders and other Owners.

Section 6. Amendment. Prior to Turnover, Declarant reserves the right to amend this Declaration without the consent of the Owners or any other person or entity. Such amendments shall not require the consent of any Institutional First Mortgagee. No provisions related to the Declarant's rights may be amended without the consent of the Declarant. No provisions relating to the Builders' or designated Operator's rights may be amended without the consent of the Builder(s) or Operator affected by such proposed amendment. Amendments made by the Declarant in accordance herewith, shall become effective when executed by Declarant and recorded in the Public Records of the County. After Turnover, the covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than thirty (30%) percent of the Owners at a duly noticed meeting for the purpose of voting on such amendment. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting any aspect of the Stormwater Control Facilities must receive prior written approval of the governmental entity having jurisdiction over the Stormwater Control

Facilities and the Association. Any amendments must be properly recorded in the Public Records of the County.

Section 7. Remedies for Violation – Fines and Suspensions. In the event of an alleged violation of the Declaration, the Articles, the Bylaws or the Rules adopted hereunder, the Board shall have the right, in accordance with the North Carolina Planned Community Act, to (1) levy a fine against the Owner who allegedly, or whose family member, guest, and/or Tenant allegedly committed such violation, (2) suspend or condition the right of a Member, his family, guest and/or Tenant (the “**Respondent**”) to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) or (3) suspend or condition said Member’s right to vote on Association matters.

Section 8. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 9. North Carolina Law and Venue. This Declaration shall be governed by the laws of the State of North Carolina and exclusive venue for any action for its enforcement or interpretation shall be in the County.

Section 10. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose.

Section 11. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 12. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 13. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION IS NOT OBLIGATED TO BUT MAY ENTER INTO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE HOMES WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS AN OPERATING EXPENSE. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT, BUILDERS AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 14. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE “**ASSOCIATION DOCUMENTS**”),

THE ASSOCIATION, DECLARANT AND ANY DESIGNATED OPERATOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, TENANTS, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS, REGULATIONS, POLICIES OR OTHER RULES OF THE UNITED STATES, STATE OF NORTH CAROLINA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES, NOTWITHSTANDING THE FACT THAT THE ASSOCIATION MAY ADOPT RULES, POLICIES AND/OR REGULATIONS WHICH PROHIBIT OR REQUIRE SIMILAR ACTIONS AS SUCH LAWS, REGULATIONS, POLICIES OR OTHER RULES; AND

(b) THE ASSOCIATION MAY ADOPT POLICIES, RULES AND/OR REGULATIONS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE OF THE COMMUNITY OR THAT ARE REQUIRED BY A GOVERNING JURISDICTION. ANY SUCH POLICY, RULE OR REGULATION OR ANY AMENDMENT TO THIS DECLARATION, THE ARTICLES OR BYLAWS RELATING OR WHICH IS HELD TO RELATE TO THE HEALTH SAFETY AND/OR WELFARE OF THE COMMUNITY SHALL BE INTERPRETED AND ENFORCED FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF AND NOT AS A GUARANTEE OF PROTECTION FOR THE OWNERS, TENANTS, OCCUPANTS AND GUESTS AGAINST ANY ILLNESS, DISEASE, BODILY HARM, DEATH OR OTHER HARM.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON, INCLUDING BUT NOT LIMITED TO TENANTS, HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED AND RELEASED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE DECLARANT OR ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD OF DIRECTORS MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT, OPERATOR, BUILDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, MEMBERS AND AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 15. ALL OWNERS, TENANTS, OCCUPANTS AND USERS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING ALLIGATORS, SNAKES, PANTHERS, BEARS AND OTHER ANIMALS, MAY LIVE, MIGRATE, CREATE HABITATS OR ENTER INTO WATER BODIES AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND SAFETY THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. EACH OWNER, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO A LOT, AGREES TO REVIEW AND COMPLY WITH THE WILDLIFE MANAGEMENT PLAN FOR THE COMMUNITY, IF ANY AND TO CAUSE ALL OCCUPANTS OF THEIR HOME TO COMPLY WITH SUCH WILDLIFE MANAGEMENT PLAN. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN THE COMMUNITY NOT SPECIFICALLY DESIGNATED FOR SWIMMING AND NO PERSONS IN THE COMMUNITY SHALL FEED ANY WILDLIFE IN OR AROUND THE COMMUNITY.

Section 16. Recreational Facilities.

(a) General Restrictions. Each Owner, its guests, invitees, Tenants, and other persons entitled to use the recreational facilities and other Common Areas within the Community ("Facility Users") shall comply with following general restrictions:

(1) Minors. Minors are permitted to use the recreational facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable regulations and restrictions from time to time governing minors' use of the recreational facilities.

(2) Responsibility for Personal Property and Persons. Each Facility User assumes sole responsibility for the health, safety and welfare of Facility User, and the personal property of all of the foregoing, and each Facility User shall not allow any damage the recreational facilities or other Common Area, or interfere with the rights of others hereunder. Neither Declarant, nor a designated Operator, nor Builders, nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the recreational facilities. Further, any person entering the recreational facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the recreational facilities.

(3) Activities. Any Owner, Tenant, guest, invitee or other person who, in any manner, makes use of the recreational facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the recreational facilities, shall do so at their own risk. Every Facility User shall be liable for any property damage and/or personal injury at the recreational facilities, caused by such Facility User.

(b) Indemnification. By the use of the Recreational Facilities and other Common Areas, each Facility User agrees to indemnify and hold harmless the Declarant, Operator,

Builders and the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the recreational facilities or other Common Areas by such Facility User and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

IN WITNESS WHEREOF, Alston Development Partners, LLC, as the Declarant hereunder, has caused this instrument to be executed as of the day and year first above written.

Alston Development Partners, LLC,
a North Carolina limited liability company, Declarant

By: [Signature]

Name: W. KYLE GROVES

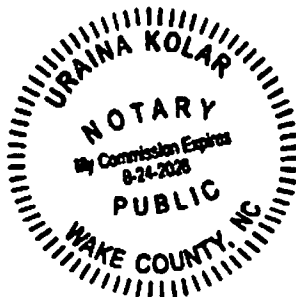
Its: MANAGER

STATE OF North Carolina
COUNTY OF Wake

I, Liraina Kolar, a Notary Public of the County and State aforesaid, certify that W. Kyle Groves personally appeared before me this day and acknowledged that s/he is manager of Alston Development Partners, LLC and that s/he, being duly authorized to do so, executed the foregoing for and on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 22nd day of November, 2011.

NOTARY SEAL



[Signature]
Signature of Notary Public
My Commission Expires: 8/24/2016

EXHIBIT "A"

PROPERTY

Being all of "Tract 3" as shown on that recombination plat recorded at Book of Maps 2018, Page 2309, Wake County Registry.