

Prepared by and return to: J. Matthew Waters, Jordan Price, P.O. Box 10669, Raleigh, NC 27605

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CORBINTON AT KILDAIRE FARM**

**NOTICE IS HEREBY GIVEN THAT THIS DOCUMENT
REGULATES OR PROHIBITS THE DISPLAY OF THE
FLAG OF THE UNITED STATES OF AMERICA AND
STATE OF NORTH CAROLINA AND REGULATES OR
PROHIBITS THE DISPLAY OF POLITICAL SIGNS.**

**NOTICE IS HEREBY GIVEN THAT THIS DOCUMENT
ESTABLISHES AN AGE-RESTRICTED COMMUNITY
PURSUANT TO THE FAIR HOUSING ACT, AS
AMENDED BY THE HOUSING FOR OLDER
PERSONS ACT.**

STATE OF NORTH CAROLINA

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR CORBINTON AT KILDAIRE
FARM

COUNTY OF WAKE

Corbinton at Kildaire Farm, LLC, a Texas limited liability company ("Declarant"), does hereby make, declare and establish this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Corbinton at Kildaire Farm ("Declaration"), and hereby subjects the Property hereinafter defined to the terms of this Declaration. The Property is further subjected to Chapter 47F of the North Carolina General Statutes, commonly known as the North Carolina Planned Community Act.

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real property located in Wake County, North Carolina, which is more particularly described in Article I of this Declaration and is or will be further shown upon the Plat as defined herein (the "Property"); and

WHEREAS, Declarant caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions for Corbinton at Kildaire Farm in Book 17857, Page 697 of the Wake County Registry; and

WHEREAS, Declarant is the sole owner of the Property at this time, and further, in Article XI, Section 3 of the Declaration the Declarant reserved the right to unilaterally amend the Declaration until such time as certificates of occupancy have been issued for all Lots subject to the Declaration; and

WHEREAS, Declarant desires to adopt this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Corbinton at Kildaire Farm and thereby impose on the Property mutually beneficial restrictions under a general plan of development for the benefit of the owners of each portion of the Property, and to establish a procedure for the overall development, administration, maintenance and preservation of the Property, all as set out in said amended and restated document;

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, transferred, sold, conveyed, occupied and used subject to Chapter 47F of the North Carolina General Statutes and to the following covenants, conditions, easements, uses, limitations, obligations, and restrictions set forth in this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Corbinton at Kildaire Farm which shall run with the land and shall be binding on all parties having any rights, title, or interest in the Property or any part thereof, and their grantees, successors, heirs, executors, administrators, devisees and assigns. This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Corbinton at Kildaire Farm shall fully supersede and replace the Declaration of Covenants, Conditions, and Restrictions for Corbinton at Kildaire Farm recorded in Book 17857, Page 697 of the Wake County Registry

Table of Contents

PROPERTY SUBJECT TO THIS DECLARATION5
DEFINITIONS.....5
PROPERTY RIGHTS7
 Owner’s Easements of Enjoyment7
 Delegation of Use8
 Title to the Common Area.....8
MEMBERSHIP AND VOTING RIGHTS8
 Appointment of Board9
COVENANT FOR MAINTENANCE ASSESSMENTS9
 Creation of the Lien and Personal Obligation of Assessments9
 Purpose of Assessments10
 Reserves10
 Maximum Annual Assessment10
 Special Assessments for Capital Improvements11
 Notice and Quorum11
 Uniform Rate of Assessment11
 Special Individual Assessment12
 Date of Commencement of Annual Assessments; Due Dates12
 Capital Contribution12
 Effect on Nonpayment of Assessments: Remedies of the Association13
 Subordination13
 Exempt Property13
 Fines13
ARCHITECTURAL AND APPEARANCE CONTROL.....14
 General Provisions14
 Maintenance of the Common Area16
 Maintenance of Lots by Association17
 Maintenance of Lots by Owner18
 Additional Maintenance Provisions.....19
 Dwelling Unit Size; Setbacks; Design Requirements20
 Utility and Drainage Easements20

Walks, Drives, Parking Areas, and Utilities	20
Encroachments.....	21
Additional Easements	21
USE RESTRICTIONS.....	22
Rules and Regulations	22
Use of Property.....	22
Condition of Property.....	23
Animals	23
Dwelling Unit Specifications; Accessory Buildings.....	23
Subdivision and Recombination	23
Leasing	24
Temporary Structures.....	24
Fences.....	24
Signs	24
Outdoor Structures, Equipment, and Decorations.....	26
Flags	26
Trees	26
Parking	26
Antennas and Satellite Dishes	27
Solar Collectors	28
Garbage Receptacles	28
Mailboxes	28
Pools	28
Windows, Blinds, Doors, and Awnings.....	28
Screened Enclosures	29
Governmental Regulations	29
Basketball Goals and Trampolines.....	29
Tanks.....	29
Play Sets/Structures	29
Time Limits on Construction.....	29
Age Restricted Housing	29
Drainage and Grading	31
Generators.....	31
Pest Control.....	31
HVAC Relocation	32
ANNEXATION OF ADDITIONAL PROPERTIES; WITHDRAWAL.....	32
Annexation	32
Withdrawal.....	32
INSURANCE.....	32
Single Family Detached Lot Insurance	32
Townhome Lot Insurance	33
Other Insurance	35
Policy Requirements	36
Obligation to Rebuild and Maintain.....	37
Obligation to Pay Assessments.....	37
PARTY WALL.....	37
General Rules of Law to Apply	37

Sharing of Repair and Maintenance	37
Destruction by Fire or Other Casualty	37
Construction or Reconstruction	38
Weatherproofing	38
Right to Contribution Runs with the Land	38
GENERAL PROVISIONS	38
Enforcement	38
Severability	38
Amendment	38
Management and Contract Rights of Association	39
Rights of Noteholders	39
Declarant Rights	39
ELECTRICAL SERVICE	41

ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION

The property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Wake County, North Carolina, and is more particularly described on Exhibit A which is attached hereto and incorporated herein by reference.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to Corbinton at Kildaire Farm Owners Association, Inc., its successors and assigns.

Section 2. "Board" or "Board of Directors" shall mean and refer to the body responsible for administration of the Association, elected as provided for in the Bylaws.

Section 3. "Builder" shall mean and refer to a person or entity other than Declarant who purchases or becomes the Owner of one or more Lots within Corbinton at Kildaire Farm for the purpose of constructing a residential Dwelling Unit thereon for sale to a third party.

Section 4. "Bylaws" shall mean and refer to the Bylaws for the Corbinton at Kildaire Farm Owners Association, Inc. as they may be amended from time to time.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Members, including all areas designated on the Plat as "Open Space" or "Private Open Space". Retaining walls

which cross Lot lines, including all retaining walls installed or otherwise constructed by the Declarant, which are further described in Article VI, Section 2 of this Declaration, shall be specifically considered Common Area.

Section 6. "Common Expenses" shall mean and include: (i) all sums lawfully assessed by the Association against its Members; (ii) expenses related to the administration, maintenance, repair or replacement of the Common Area and any other property for which the Association bears maintenance responsibility per the terms of this Declaration; (iii) expenses declared to be common expenses by the provisions of this Declaration or the Bylaws; (iv) expenses agreed by the Members to be common expenses of the Association; (v) ad valorem taxes and public assessments charges lawfully levied against Common Areas; (vi) utilities used in connection with the Common Area; (vii) hazard, liability or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase; and (viii) any other expenditure made by or financial liabilities of the Association, together with any allocations to reserves.

Section 7. "Declarant" shall mean and refer to Corbinton at Kildaire Farm, LLC, a Texas limited liability company, its successors and assigns to whom the rights of Declarant hereunder are expressly assigned in writing.

Section 8. "Declarant Control Period" shall mean and refer to that period during which Declarant retains sole authority to appoint, remove and replace members of the Board of Directors. Unless Declarant voluntarily surrenders in writing its authority, the Declarant Control Period shall terminate upon the latter of the following events: (i) when all the Lots have certificates of occupancy issued thereon and have been conveyed to persons other than a Builder or Declarant; or (ii) on December 31, 2035. Provided, however, that if Declarant subsequently annexes additional property pursuant to the provisions of Article VIII, the Declarant Control Period shall be revived and shall not terminate until all of the Lots in the annexed property have certificates of occupancy issued thereon and have been conveyed to persons other than a Builder or Declarant.

Section 9. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Corbinton at Kildaire Farm, as it may be amended and supplemented.

Section 10. "Dwelling Unit" shall mean and refer to a single building or structure or portion of a building or structure situated upon a Lot, which is intended for use and occupancy as a separate attached or detached Dwelling Unit for one or more persons.

Section 11. "Lot" shall mean and refer to any plot of land shown upon a Plat, whether improvements are constructed thereon, which is intended for residential development, use and occupancy and improved with one (1) Dwelling Unit. The term "Lot" collectively refers to Townhome Lots and Single Family Detached Lots unless the context requires otherwise. The term "Lot" shall not refer to Common Area.

Section 12. "Member" shall mean and refer to a person subject to membership in the Association per Article IV of this Declaration.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Plat" shall mean and refer collectively to any plat recorded by Declarant with respect to the Property in the Office of the Register of Deeds of Wake County, North Carolina.

Section 15. "Property" shall mean and refer to that certain real property described on Exhibit A together with such additional property as may be made subject to this Declaration.

Section 16. "Single Family Detached Lot" shall mean and refer to a Lot upon which a single-family detached-style Dwelling Unit is located.

Section 17. "Townhome Lot" shall mean and refer to a Lot upon which a single-family attached dwelling, more commonly referred to as a townhome-style Dwelling Unit, is located.

ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and any sidewalks within the subdivision for access, ingress and egress from and to public streets, walkways and parking areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions set forth in this Declaration, as well as the following provisions:

- a. for any period during which any assessment against his Lot remains unpaid for thirty (30) days or longer, the right of the Association to suspend the voting rights of an Owner and to suspend other privileges

or services provided by the Association, including use of recreational amenities, if any;

- b. the right of the Association to, after notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by the Association (except rights of access to Lots) for reasonable periods for violations of the Declaration, Bylaws, and rules and regulations of the Association;
- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Members;
- d. the right of the Association to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage the Property, and the rights of such mortgagee in said Property shall be subordinate to the rights of the homeowners hereunder; and
- e. the right of the Association to adopt, publish and enforce rules and regulations as provided in Article VII.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment in and to the Common Area to the members of his family, his tenants or contract purchasers who reside on the Owner's Lot.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns that prior to the conveyance of the last Lot, the Declarant will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except utility and storm drainage easements and other easements of record.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two (2) classes of voting membership:

- a. **Class A Members.** Class A Members shall be all Owners except for the Declarant and shall be entitled to one (1) vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional voting with respect to any Lot is hereby prohibited.

- b. Class B Member. The Declarant shall be the sole Class B Member and shall be entitled to ten (10) votes for each non-occupied Lot owned. The Class B Membership shall terminate on the earlier of (1) the date Declarant or a Builder no longer owns any Lot or (2) December 31, 2035. Upon such termination, the Declarant shall become a Class A Member and shall have Class A votes with respect to any Lot owned by it. Notwithstanding the foregoing, Declarant shall be entitled to only one (1) vote for each occupied Lot owned.

Section 3. Appointment of Board. During the Declarant Control Period, the Declarant shall have the right to appoint all members of the Board of Directors.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual and special assessments and other assessments for those purposes outlined below and elsewhere in this Declaration, such assessments to be established and collected as hereinafter provided. The annual and special and other assessments, together with interest, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot when each assessment was made, and such assessments shall not pass to his successors in title unless expressly assumed by them. Notwithstanding anything herein to the contrary, the Declarant and Builders shall be exempt from paying annual or special assessments for any unoccupied Lot owned by them, but Declarant shall be obligated to fund the budget deficit during the Declarant Control Period. The budget deficit is the difference between the amount of assessments levied on Class A Member-owned Lots, plus any other income received during the calendar year, and the amount of the Association's actual expenditures during the calendar year, including reserve contributions. Declarant may fund the deficit in the form of cash or by "in kind" contributions of services or materials, or by a combination thereof.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and, in particular, for (i) the payment of Common Expenses; (ii) the acquisition, improvement and maintenance of Common Area, including but not limited to the maintenance, repair and reconstruction of the entrance signs (and associated irrigation, lighting and landscaping), stormwater detention devices located on the Common Area, and community mail kiosk and parking areas; (iii) the cutting and removal of weeds and grass and the removal of trash and rubbish and any other maintenance necessary for the use and enjoyment of the Common Area, including but not limited to, cost of repairs, replacement and additions; (iv) the cost of labor, equipment, materials, management and supervision; (v) the payment of taxes and public assessments assessed against the Common Area; (vi) the procurement and maintenance of insurance in accordance with this Declaration; (vii) the employment of attorneys and other professionals to represent and advise the Association when necessary; (viii) the provision of adequate reserves for the replacement of capital improvements including, without limitation, signs, landscaping and any other major expense for which the Association is responsible; and (ix) such other needs as may arise.

Section 3. Reserves. The Association shall establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Area and of other items which the Association is obligated to maintain per this Declaration.

Section 4. Maximum Annual Assessment. As of the date of recording of this Declaration, the maximum annual assessment shall be Two Thousand One Hundred Sixty Dollars (\$2,160.00) per Lot, which amount shall be subject to annual review and adjustment by the Association.

- a. Beginning January 1, 2021, and for each year thereafter, the maximum annual assessment may be increased effective January 1 of such year without vote of membership by up to fifteen percent (15%) of the previous year's maximum annual assessment.
- b. The maximum annual assessment may be increased above the increase permitted in Section 4(a) above only with the approval of sixty-seven percent (67%) of the votes of each class of Members who are present in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident

to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of acquisition and improvement of any Common Area or any maintenance, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or the Lots, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of each class Members who are present in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 60 in advance of the meeting setting forth the purpose of the meeting.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of Members or of proxies entitled to cast sixty-seven percent (67%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the first meeting or any subsequent meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected at least on an annual basis. However, the Declarant and Builders shall be exempt from paying annual or special assessments on any Lot(s) owned, no matter whether improved with a Dwelling Unit.

The Declarant intentionally reserved the right to construct a variety of dwellings with a variety of exteriors to achieve harmony of design and textures while at the same time avoiding monotony. Some dwellings may require more expense for exterior maintenance than others. However, variety of structures and exteriors is for the enhancement of property values of all Lots. Therefore, no difference is made in the amount of annual assessment between a Single Family

Detached Lot and Townhome Lot on account of any disparity in the cost of exterior maintenance or the replacement of roofs on account of the different types of construction.

Section 8. Special Individual Assessment. In addition to all other assessments, the Board may levy a special individual assessment against any Owner for (i) the repair of any damage to any portion of the Properties for which the Association has maintenance responsibility, caused by the Owner or any such Owner's family members, tenants, contractors, subcontractors, agents, or guests, or (ii) maintenance expenses resulting from the failure of such Owner to maintain adequately that Owner's Lot or the exterior of the Dwelling Unit on the Lot (excluding any maintenance to be performed by the Association as provided herein), or (iii) for any other purposes for which a special individual assessment may be assessed under this Declaration. The notice of such special individual assessment shall describe the nature of the damage and the necessary repairs or maintenance, or any other purpose for the special individual assessment, and any such special individual assessment shall be due and payable to the Association on or before the tenth (10th) day following the giving of the notice by the Association. The Board may, in its discretion, levy any such special individual assessment prior to the commencement by the Association of the repairs or maintenance for which such special individual assessment is levied; provided that, if not already completed, upon the Association's receipt of payment of such special individual assessment the Association promptly shall undertake to have such repairs or maintenance performed and shall refund to such Owner any excess of the amount assessed and paid over the cost of such repairs or maintenance. If the cost of such repairs exceeds the amount assessed and paid, the Board may assess such Owner for the excess costs.

Section 9. Date of Commencement of Annual Assessments; Due Dates. The assessments provided for herein shall commence as to a Lot when such Lot is conveyed by Declarant or a Builder to a third party. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Any certificate so given shall be conclusive evidence of payment of the assessments stated therein.

Section 10. Capital Contribution. Upon the initial conveyance of a Lot to the first Owner thereof other than a Builder or Declarant, the purchaser shall pay to the Association the amount of Fourteen Hundred Dollars (\$1,400.00) which shall

be transferred upon closing of the Lot to the Association and held as a working capital fund. The purpose of said fund is to ensure that the Association will have adequate cash available to meet unforeseen expenses. Amounts paid into the fund shall not be considered advance payment of regular assessments.

Section 11. Effect on Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot in the same manner in which a Deed of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the North Carolina General Statutes, or in accordance with Chapter 47F of the North Carolina General Statutes, or pursuant to any other applicable statute. Interests, costs and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may give or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the owner for said deficiency.

Section 12. Subordination. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the filing of a claim of lien under this Article and to ad valorem taxes. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment 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 13. Exempt Property. All Common Area, all property dedicated to and accepted by a local public authority, all property owned by a public or private utility for the purpose of providing water to the Lots, and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from these assessments.

Section 14. Fines. The Board may impose fines of up to \$100.00 per day (or any higher amount allowed by law) for each violation of this Declaration, the Bylaws of the Association, or any rules and regulations promulgated by the Association, provided that the Association shall not impose any fines without first notifying the Owner of the offending residential Lot in writing of the specific violation. Before imposing any fine, the Association shall also provide the offending Owner with an opportunity to be heard regarding the violation. Any fines imposed thereafter shall be a lien against the Owner's Lot. Fines shall be paid not later

than thirty (30) days after notice of the imposition or assessment of fines. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset any damages that the Association might otherwise be entitled to recover by law from such Owner.

ARTICLE VI ARCHITECTURAL AND APPEARANCE CONTROL

Section 1. General Provisions.

- a. Declarant shall retain control of the Architectural Review Committee until a certificate of occupancy has been issued on the last Lot in the subdivision unless, prior to that time, Declarant shall voluntarily assign in writing the rights, powers, duties and obligations of the Architectural Review Committee to the Association. When the final certificate of occupancy has been issued on the last Lot in the subdivision, the rights, powers, duties and obligations of the Architectural Review Committee shall automatically transfer to the Association; except that if Declarant exercises its right to unilaterally annex property to the subdivision, Declarant shall automatically reacquire architectural review authority over all new construction within the annexed property that might otherwise have been vested in the Association. It is the intent of this section that Declarant retain all architectural review authority over new construction in annexed properties unless that right is voluntarily relinquished to the Association.
- b. During Declarant's control of the Architectural Review Committee, the Architectural Review Committee shall consist of one (1) or more person designated by the Declarant. At such time as the rights, powers, duties and obligations of the Architectural Review Committee shall be transferred or assigned to the Association:
 - i. The Board may elect to either serve as the Architectural Review Committee or to designate the number of and appoint the members of the Architectural Review Committee on an annual basis, and such appointed members of the Architectural Review Committee may be members of the Board.

- ii. The Board may remove members of the Architectural Review Committee appointed by the Board at any time with or without cause.
 - iii. In the event of the death, resignation or removal by the Board of any member of the Architectural Review Committee, the Board shall have full right and authority to designate and appoint a successor to complete the unexpired term of such deceased, resigned or removed member.
- c. No building, sign (except one (1) "For Sale/Rent" sign), fence, hedge, wall, walk, dog house, landscaping, ornaments, statues, grading, site improvement or other improvements or structures shall be constructed, erected, placed upon or planted on a Lot, nor shall any alteration of a Lot or improvement take place, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and location with respect to topography and finished product have been approved by the Architectural Review Committee, in writing, as to conformity and harmony of external design with the existing structures in the subdivision, including, without limitation, with respect to topography and finished ground elevation. The Architectural Review Committee shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for appearance, aesthetic or any other reasons, provided such approval is not unreasonable withheld. In approving or disapproving such plans and applications, the Architectural Review Committee shall consider the suitability of the proposed building, improvement, structure or landscaping and materials in relation to the surrounding area and the effect thereof on adjacent or neighboring property.
- d. In the event the Architectural Review Committee shall fail to specifically approve or disapprove the plans and specifications submitted in final and complete form, within forty-five (45) days after written request for final approval or disapproval, such plans and specifications shall be deemed approved.
- e. There is specifically reserved unto the Architectural Review Committee, the right of entry and inspection upon any Lot for the purpose of determination by the Architectural Review Committee whether there exists any construction of any improvement which violates the terms of any applicable covenants, conditions, or restrictions. The Architectural Review Committee and the Board of

Directors are specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expense, and reasonable attorney's fees in connection therewith.

- f. The Association, Declarant, Architectural Review Committee or any other officer, employee, director, or member thereof shall not be liable for damage to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Declarant or Architectural Review Committee to recover any such damages.
- g. Members of the Architectural Review Committee shall not be entitled to any compensation for services performed pursuant to this Article.

Section 2. Maintenance of the Common Area. The Association shall maintain all Common Area and improvements thereon. The Association's maintenance responsibility shall include, but is not limited to, maintenance, repair and replacement of the entrance signs and any associated landscaping, irrigation or lighting; all stormwater control devices serving more than one Lot, whether located on a Lot or on the Common Area (which may include inspections by a third party and/or a licensed engineer as required by applicable state or local ordinance, law or regulation and any other requirement set forth in the Operations and Maintenance Manual applicable to the Property, if any); the central mailbox unit serving the Property and associated parking spaces; any retaining wall installed by Declarant whether located on a Lot or Common Area, but excluding retaining walls installed for aesthetic purposes such as related to raised landscaping beds; and the street lights and electricity to said lights to the extent not maintained by a public utility or local government. The Association shall have no maintenance or repair responsibility related to any Lot, including any improvements thereon, unless such responsibility is specifically assumed in writing by the Association or set forth in this Declaration. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the subdivision, where the Board has determined that such maintenance would benefit all Owners.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Owner's family, guests, lessees, invitees or contractors, and is not covered and paid for by insurance maintained by the Association, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be an individual assessment of the Owner which shall become a lien against the Lot and may be collected as set forth in Article V.

Section 3. Maintenance of Lots by Association. In addition to maintenance of the Common Area and the improvements and facilities located thereon, the Association shall be responsible for the following with respect to the Lots:

- a. Maintaining the grass, plants, shrubs, trees, and landscaping (hereinafter the "Yard Improvements") installed by the Declarant or Association, and any Yard Improvements installed by an Owner with the prior written consent of the Association (but only to the extent that such consent specifically provides that the Association will maintain such added landscaping); provided, however, the Association's responsibility shall not include maintenance, repair or replacement of Yard Improvements located inside a fence. The Association shall provide the foregoing yard maintenance services on a schedule approved by the Board, in the Board's sole discretion.
- b. The Association shall also be responsible for certain exterior maintenance and repair of the Dwelling Unit located on a Townhome Lot or Single Family Detached Lot which is necessitated by ordinary wear and tear, as follows:
 - i. Power-washing, painting/staining, repair and replacement of exterior building surfaces, including siding and trim;
 - ii. Painting/staining of exterior doors, including garage doors; and
 - iii. Repair and replacement of roofs, gutters, and downspouts.

It is the specific intent of this provision that the Association's maintenance responsibilities should extend only to maintenance and repair necessary to prevent and repair damage caused by normal wear and tear and aging, and not to reconstruct or repair damage caused by casualty losses, negligent or intentional acts, acts of God, or similar events.

Section 4. Maintenance of Lots by Owner. Except for the maintenance responsibilities allocated to the Association above, the Owner of each Lot shall have the duty and responsibility, at such Owner's sole cost and expense, to keep his or her Lot, including buildings and structures thereon, in a well-maintained, safe, clean and attractive condition at all times, including, but not limited to, maintenance, repair and replacement of the following:

- a. Prompt removal of all litter, trash, refuse and waste, and storage of trash bins and containers in a location approved by the Architectural Review Committee;
- b. For any space on the Lot located inside a fence: mowing, edging, clipping, sweeping, pruning, raking and otherwise caring for such area; pruning and trimming of all trees, hedges and shrubbery; removal of dead or diseased trees, shrubs and other plant material; and maintenance of flower and plant gardens;
- c. Maintenance of exterior lighting and mechanical facilities, all heating and air equipment, and all fixtures and equipment installed at a point where the utility lines, pipes, wires, conduits, or systems enter the Lot;
- d. Repairing and painting (or other appropriate care) and otherwise caring for all windows, window glass, other glass surfaces, exterior doors (excluding painting), garage doors (excluding painting), screens, window and door fixtures and hardware;
- e. Repairing and painting (or other appropriate care) and otherwise caring for the interiors of all building and structures or other improvements located on the Lot, including, without limitation, all interior portions of the Dwelling Unit and all structural components of the Dwelling Unit and the foundation;
- f. Repairing, painting, and maintaining (or other appropriate care) and otherwise caring for all fences, decks, patios, stoops, porches, stairs, steps, driveways, walkways, and all other exterior improvements;
- g. Preventing and correcting unclean, unsightly or unkempt conditions of Lots and all improvements thereon clean and free of garbage, junk, trash, debris, non-operable vehicles and apparatus, and any substance or conditions that might contribute to an unsightly condition, health hazard or the breeding and habitation of snakes, rats, insects or other wildlife or pests;

- h. Repairing, painting, and maintaining improvements not part of the original construction unless the architectural approval granted by the Association for such subsequent improvements specifically provides that the Association will maintain such improvements;
- i. Repairing, replacing, and painting the exterior of any Dwelling Unit when such maintenance, repair or replacement is necessitated by work done by or at the request of any Owner or any utility company or governmental entity; and
- j. Pest control;
- k. Complying with all governmental health and police requirements.

The Board of Directors may adopt and enforce additional rules and regulations related to required maintenance upon the Lots.

The Declarant intentionally reserved the right to construct a variety of dwellings with a variety of exteriors to achieve harmony of design and textures while at the same time avoiding monotony. Some dwellings may require more expense for exterior maintenance than others. However, variety of structures and exteriors is for the enhancement of property values of all Lots. Therefore, no difference is made in the amount of annual assessment between a Single Family Detached Lot and Townhome Lot on account of any disparity in the cost of exterior maintenance or the replacement of roofs on account of the different types of construction.

Section 5. Additional Maintenance Provisions. In the event that the Association determines that any maintenance which is the responsibility of the Association is caused through the willful or negligent act of an Owner, or the occupant of the Lot, or the family, guest, invitee or lessee of an Owner or occupant, then the Association may perform such maintenance and all costs thereof may be assessed to the Owner as an individual assessment which shall be a lien against the Lot and may be collected as set forth in Article V. If the Board of Directors determines that any Owner has failed or refused to discharge properly any of Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association shall, except in an emergency situation, give the Owner written notice of the Association'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) 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) 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 Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be an individual assessment which shall become a lien against the Lot and may be collected as set forth in Article V. The remedies provided in this Section shall be in addition to, and not in lieu of, other remedies provided in this Declaration or by law for a violation of the Declaration.

Section 6. Dwelling Unit Size; Setbacks; Design Requirements.

- a. All yard and setback requirements shall comply with applicable local government setback regulations, as well as any setback requirements depicted on the Plat.
- b. Roofing must be asphalt shingle type or metal, unless otherwise approved by the Architectural Review Committee.
- c. All fencing must be approved by the Architectural Review Committee.
- d. All Dwelling Units must be site built, also known as "stick built".
- e. The following materials are prohibited: rough sawn siding, T-111 siding, and aluminum siding.
- f. Only every third (3rd) Dwelling Unit may have the same exterior color.

Section 7. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat or 3 feet along the sides of each Lot, whichever is greater. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage channels in the easements. Such easement areas of each Lot and all improvements on it shall be maintained continuously by the owner of the Lot. No such easement shall exist along an interior Lot line on any Lot on which a residence is constructed within an area which would otherwise be an easement if the placement of the residence is permitted by these covenants. Declarant reserves the right to waive, in writing, any one or all side-line easement requirements.

Section 8. Walks, Drives, Parking Areas, and Utilities. All of the Property, including Lots and Common Area, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage

facilities, gas lines, telephone and electric power lines, television antenna lines, and other public utilities as shall be established prior to subjecting the Property to this Declaration by the Declarant, and the Association shall have the power and authority to grant and to establish in, over, upon, and across the Common Area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property.

Section 9. Encroachments. All Lots and the Common Area shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, and walls. If any encroachment shall occur subsequent to subjecting the Property to this Declaration as a result of settling or shifting of any Building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same.

Section 10. Additional Easements. The Lots shall be subject to, and Declarant does hereby grant, the following non-exclusive perpetual and temporary easements for the enjoyment of Declarant, the Association, and subcontractors authorized by Declarant, the Association, the Members and the successors-in-title of each:

- a. **Easements Shown on Plat.** Each Lot shall be subject to all easements, borders, buffers and the like which are shown and depicted on the Plat as affecting and burdening such Lot.
- b. **Entry.** Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under such circumstances and for such purposes as are described elsewhere in this Declaration, including, without limitation, for repair, maintenance, or otherwise of Common Area, including retaining walls defined as Common Area, and for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot that endangers any building or structure on another Lot or on the Common Area.
- c. **Surface Water Drainage.** Each Lot shall be subject to a perpetual easement in favor of the Association and all other Lots for the drainage of surface waters over, under or across such Lot, including any runoff or carryover of water from one Lot to another, provided that such cross-Lot drainage condition was created by Declarant.

- d. Street Lighting. Declarant reserves the right to subject the property to installation of street lighting, which cost for such operation, maintenance and repair of said lighting may be a Common Expense or may be charged by the applicable utility directly to Lot Owners as determined by the utility.
- e. Common Area Easements. The Association shall have the power and authority to grant and establish upon, over, under and across the Common Area conveyed to it such further easements as are requisite for the convenience, use and enjoyment of the Property. In addition, there is hereby reserved unto the Declarant and its agents and employees an easement and right of ingress, egress and regress across all Common Area now or hereafter owned by the Association for the purpose of construction of improvements within the Properties.
- f. Access and Maintenance Easement. Each Lot that adjoins another Lot is subject to a 3-foot access easement for the construction, repair, and maintenance of improvements located on the adjacent Lot. Except in an emergency, no work within the access easement may be performed except during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays or Sundays.

ARTICLE VII USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of each Lot and the Common Area.

Section 2. Use of Property. No portion of the Property (except for temporary offices of the Declarant and/or any model used by Declarant) shall be used except for single family residential purposes and for purposes incidental or accessory thereto. No trade or business or commercial activity shall be carried on, in, or upon any Lot at any time except with the written approval of the Board, which the Board may grant so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or any rules and regulations, does not create a disturbance, does not involve employees or clients regularly visiting the Lot, and does not unduly increase traffic flow or parking congestion. The Board may promulgate rules and regulations regarding permitted business activities. Leasing of a Lot in accordance with the provisions of this Article VII shall not be considered a business or business activity.

Section 3. Condition of Property. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot, and the Board of Directors shall have the authority to establish community standards regarding the same. No portion of the Property, including any Lot, 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; 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. 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 Property.

Section 4. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any Dwelling Unit except that dogs, cats or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes. At no time shall any household pet be allowed to run free. All pets shall be leashed when off the Owner's Lot. Pets shall not at any time be left tied or chained on any Lot. The Association shall have the right to promulgate additional rules and regulations governing pet ownership that may further limit the number, size, type and conduct of pets. For purposes of this section, the term "household pet" or "pet" shall not include any exotic animal or animal for which a permit must be obtained from a local, state or federal government to legally keep such animal, nor shall the term include chickens, pigs, horses, goats, sheep, cows, or other type of traditional livestock of any size, including pygmy and miniature varieties, whether or not the same are considered to be a pet by the owner thereof.

Section 5. Dwelling Unit Specifications; Accessory Buildings. No building shall be erected, altered, placed, or permitted to remain on any Single Family Detached Lot other than one (1) single family Dwelling Unit (including an attached garage). No building shall be erected, altered, placed, or permitted to remain on any Townhome Lot other than (1) townhome Dwelling Unit (including attached garage). Under no circumstances shall detached accessory storage buildings be permitted.

Section 6. Subdivision and Recombination. No Lot shall be subdivided or recombined without the express consent of the Architectural Review Committee, except that Declarant may subdivide and recombine Lots during the Declarant Control Period without such approval.

Section 7. Leasing. An Owner may lease the Owner's entire residence, but no portion of any residence shall be leased separately from the rest of the residence. Lots may be leased only for residential purposes. All leases must be in writing and shall have a minimum term of at least six (6) months. There shall be no subleasing. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, the Bylaws, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing, and the lease shall provide that the violation of any provision of this Declaration, the Bylaws, or rules and regulations of the Association shall be a breach of said lease, subjecting the tenant to termination of the lease and eviction. The Board may enact additional reasonable rules and regulations regarding the leasing of Lots, including, without limitation, a requirement that leases be registered with the Association and that tenant contact information and vehicle information be provided to the Board. No Lot or residence located thereon may be used for transient housing, for hotel purposes, or as a bed and breakfast or similar establishment.

Section 8. Temporary Structures. Except as otherwise set forth herein, no trailer, tent, shack, pod, barn, outbuilding, storage container or other temporary structure shall be erected or placed on any Lot governed by these covenants.

Section 9. Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Property, including any Lot, without the prior written consent of the Architectural Review Committee. No fences, walls or hedges may be located (a) within a drainage easement, (b) upon or in a drainage swale or other drainage device, or (c) in the front or side yard space of a Lot. Fences, walls, and hedges may be placed in the rear yard space of a Lot as long as the fence, wall or hedge does not extend past the rear corners of the Dwelling Unit, and the side boundaries of the fence are in line with the side walls of the Dwelling Unit. The Architectural Review Committee reserves the right to grant a variance of the foregoing requirements if the Architectural Review Committee determines in its sole discretion that the topography, configuration, or other unique factor of a Lot warrants such variance.

The Architectural Review Committee is authorized to adopt rules for fences that shall be binding on Lot Owners, and that may prohibit certain types or styles of fences. Such rules may include, but are not limited to, establishing minimum and maximum fence heights, fence style and materials, fence location, and fence color. However, there shall be no chain link fencing located on a Lot. Fences located on Common Areas may be of chain link, in the discretion of Declarant or the Board.

Section 10. Signs. No sign of any kind shall be erected by an Owner without the prior written consent of the Architectural Review Committee (which approval

may be withheld in the discretion of the Architectural Review Committee) except for the following:

- a. One (1) professionally lettered "For Sale" or "For Rent" sign having dimensions not to exceed 18 inches by 18 inches and a maximum height of two (2) feet above ground level may be posted in a window, or in the alternative, but only following the expiration of the Declarant Control Period (or otherwise with the consent of Declarant), such sign may be posted in the front yard space of a Lot;
- b. Professional security signs may be posted on the Owner's Lot or in a window;
- c. Signs required by legal proceedings may be posted on a Lot;
- d. Temporary signs may be posted in the front yard space of a Lot, or alternatively, in a window, to announce special events such as birthday parties and other social events, but such signs may be erected no more than 24 hours before the event takes place and must be removed immediately upon the conclusion of such event; and
- e. One (1) political sign with maximum dimensions of 24 inches by 24 inches may be posted in the front yard space of a Lot, or alternatively, in a window, but such sign may not be posted earlier than 45 days before the day of the election and must be removed within seven days after election day. For the purposes of this section, "political sign" means a sign that attempts to influence the outcome of an election for which citizens residing in the Community are generally entitled to vote, such as a national, state, or local election, and including supporting or opposing an issue on the election ballot. No political signs may be posted on the Common Area.

No signs of any type may be posted on the Common Area, except with permission of the Board, except that the Board shall not approve the posting of political signs in the Common Area. The Architectural Review Committee shall have the right to enact reasonable rules and regulations governing the style, number, or size of permitted signs, as well as defining those events for which temporary signs may be utilized.

Notwithstanding the foregoing, the Declarant and/or Declarant's assigns or Builders as authorized by Declarant shall be authorized to erect and maintain temporary signs for the sale and construction offices and for marketing of Lots and to erect and maintain decorative fencing at any sales or construction office.

Section 11. Outdoor Structures, Equipment, and Decorations. No outside clotheslines, supplies or equipment are allowed on a Lot. Transformers, air conditioning, and other alternative energy devices shall either be concealed behind screening or integrated into the building design so as to be inconspicuous. No window air conditioning units may be installed. All outdoor equipment and accessories on a Lot, such as raised planters, benches, sculptures, etc. must be approved in writing by the Architectural Review Committee as compatible and harmonious with the surroundings and may be required to be screened from view or restricted to rear yards only. No artificial vegetation shall be permitted on the exterior of any Lot.

The Board of Directors is authorized to enact reasonable rules and regulations governing holiday decorations, including, but not limited to, when decorations may be placed and must be removed, limiting the overall number of decorations or size of decorations, restricting the use of lighted decorations, and restricting the location of decorations within the Lot.

Section 12. Flags. The Board is authorized to prohibit all flags, except that the Board may not prohibit the display of the American Flag, but such display shall be subject to the reasonable rules and regulations of the Association as to the time, place, manner, location and size of any such display. Flags must be approved by the Architectural Review Committee.

Section 13. Trees. No trees located on a Lot shall be removed without the prior written consent of the Architectural Review Committee except trees removed during the construction of the original Dwelling Unit on a Lot.

Section 14. Parking. Each Owner shall provide for sufficient space for automobile parking for the Owner and Owner's guests in an enclosed garage or driveway on the Lot. Unless otherwise approved by the Board, there shall be no parking of automobiles on any portion of the Lot except in an enclosed garage or the driveway. There shall be no parking of automobiles on the Common Area. There shall be no parking of automobiles on the streets within the Property. No boats, trailers, commercial vehicles, campers, motor homes, tractors, golf carts, motor cycles, recreational vehicles or other similar items may be parked on the streets in the Property or on any Lot unless such items shall be parked in an enclosed garage or in an area approved by the Architectural Review Committee which is screened from view from the street and adjoining Lots. In no case shall recreational vehicle parking be allowed in front of or beside a residence. No inoperative, abandoned, or unlicensed vehicle or any vehicle displaying an invalid inspection sticker shall be parked or stored on any Lot or on the streets in the Property. No tractor trailer or tractor cab may be parked anywhere within the Property at any time, whether permanently or temporarily, including on the streets. The operation of motor bikes,

dirt bikes, all-terrain vehicles, go-carts, and motorized recreational vehicles shall be prohibited both on the streets of the subdivision and on the individual Lots and Common Area comprising said subdivision. The Board of Directors may promulgate additional rules and regulations governing parking and operation of vehicles, conveyances and equipment within the Property, including on the Lots.

The foregoing parking restrictions shall not apply to the development or construction activities of Declarant or any Builder approved by Declarant.

Section 15. Antennas and Satellite Dishes. No radio, television or other antenna, aerial or satellite dish may be installed without the approval of the Architectural Review Committee, except as follows:

- a. **Satellite Dishes:** Satellite dishes that are one meter or less in diameter and are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, may be installed without pre-approval. As long as adequate reception is available, satellite dishes must be located on the rear exterior wall or rear roof of the residence, or the rear yard behind the residence, and to the extent possible must not be visible from adjoining lots, streets, or common area.
- b. **Other Antennas:** Antennas that are one meter or less in diameter or diagonal measurement and are designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite and antennas that are designed to receive local television broadcast signals may be installed without pre-approval. If adequate reception is available, such antennas must be located on the rear roof of the residence, or the rear yard behind the residence, and to the extent possible must not be visible from adjoining lots, streets, or common area.

Dishes and other antennas and accompanying equipment should be painted to the extent possible to match the exterior of the residence or to blend in with the surrounding area where located and must be screened from view where possible. The Architectural Review Committee may enact requirements regarding screening and plantings as may be necessary to ensure that dishes and antennas are screened from view. Owners are solely responsible for maintaining satellite dishes, antennas, and all related equipment. Owners are responsible for any damage caused by the presence or installation of dishes and other antennas and are further responsible for removing any dish or antenna when necessary to allow the Association to perform its maintenance responsibilities under this Declaration. Owners are not permitted to install satellite dishes or antennas of any type on the

Common Area.

Section 16. Solar Collectors. Solar collectors may be installed only after approval of the Architectural Review Committee. Applications must include the type of solar collector, a photo of the same if available, and a drawing detailing the proposed location. Solar collectors may not be placed in the following locations if visible by a person on the ground: (1) on the façade of a structure that faces areas open to common or public access; (2) on a roof surface that slopes downward toward the same areas open to common or public access that the façade of the structure faces; or (3) within the area set off by a line running across the façade of the structure extending to the property boundaries. The Architectural Review Committee may require screening of solar collectors depending upon the type and placement desired. All supports, wires, mounting hardware and other portions of the solar collector, to the extent possible, must be painted to match the color of the roof or wall to which they are attached. Owners are responsible for any damage caused by the presence or installation of solar collectors and are further responsible for removing the solar collectors when necessary to allow the Association to perform its maintenance responsibilities under this Declaration.

Section 17. Garbage Receptacles. All garbage shall be stored in receptacles, which are picked up and disposed of weekly. Receptacles shall be placed on the Lot in areas approved by the Architectural Review Committee, except for the purpose of garbage pickup. All garbage receptacles must be kept in the enclosed garage except on the day of garbage pickup.

Section 18. Mailboxes. No curb side mailboxes or other mail or newspaper receptacle shall be installed by any Owner within the Property, including on a Lot. A central mailbox unit sufficient to allocate one mail receptacle per Lot shall be installed by Declarant on the Property, and shall be maintained, repaired, and replaced by the Association, whether located on a Lot or Common Area. No Owner may move, deface, damage or otherwise alter said central mailbox unit. The Board shall have authority to establish rules and regulations governing use of the boxes to the extent said rules do not interfere with the regular delivery of mail and shall assess owners on an individual basis for keys or replacement keys to the central mailbox unit as may be needed.

Section 19. Pools. No swimming pools of any kind are allowed on the Lots.

Section 20. Windows, Blinds, Doors, and Awnings. Bright-finished or bright plated (other than white) metal exterior doors, windows, window screens, louvers, exterior trim or structural members shall not be permitted. The use of reflective tinting or mirror finishes on windows is prohibited. Security bars on windows or doors are prohibited. White Blinds shall be required on all windows that

face a street. All drapes that face a street shall be white. Metal fold-down awnings and canopies are prohibited.

Section 21. Screened Enclosures. Screened enclosures shall not be permitted on the front or sides of a Dwelling Unit. All additions of screened enclosures must have a hip, gable or mansard roof and must be approved by the Architectural Review Committee.

Section 22. Governmental Regulations. All government buildings codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provisions of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 23. Basketball Goals and Trampolines. No permanent basketball goal is permitted on a Lot. Portable basketball goals may be permitted if approved by the Architectural Review Committee. Trampolines are prohibited.

Section 24. Tanks. Above-ground and sub-surface fuel tanks (i.e., gasoline, diesel, etc.) and propane tanks are prohibited, except for standard sized tanks (20-lb. tanks or less) used for personal grilling purposes.

Section 25. Play Sets/Structures. No play sets or play structures are permitted.

Section 26. Time Limits on Construction. With respect to new construction improvements approved by the Architectural Review Committee, each Owner is required to complete construction within 180 days of receiving a building permit from Town of Cary, unless additional time for completion is granted by the Architectural Review Committee. Issuance of a certificate of occupancy shall be deemed to be the completion of construction. The Architectural Review Committee may establish deadlines by which all other proposed improvements or alternations must be completed. The foregoing construction time limits shall not apply to Declarant construction activities.

Section 27. Age Restricted Housing. The Property is intended primarily as an active adult community, and as set forth below, no less than 80% of the occupied Lots will be age-restricted and will be used only for the housing of persons at least 55 years of age or older, their spouses, and their children who are 19 years of age and older. The Declaration is intended to comply with The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, including by the Housing for Older Persons Act of 1995 ("HOPA") and exemptions therefrom, and the North Carolina State Fair Housing Act. Declarant reserves the right to unilaterally

amend the Declaration without the consent of Owners to comply with all federal, state and local laws and ordinances relating to the age restriction of Age Qualified Occupants, or any other terms of this Declaration to implement the intent of this restriction. In furtherance of establishing an age-restricted community and to comply with the requirements of applicable law, Declarant states as follows:

- a. No less than 80% of all Dwelling Units within the Property if occupied, must be occupied by at least one person that is 55 years of age or older (the "Age Qualified Occupant") who occupies the Dwelling Unit as his or her primary residence. In the event of the death of a person who was the only Age Qualified Occupant of a Dwelling Unit or the removal by reason of a physical or mental incapacitation of the Age Qualified Occupant, any other occupant of the Dwelling Unit may continue to reside at the Dwelling Unit so long as such occupancy does not result in the number of Dwelling Units occupied by persons under the aged of 55 exceeding twenty percent (20%) of the total number of Dwelling Units in the Property.
- b. No person 18 years of age or younger may reside in any Dwelling Unit.
- c. Any Owner may request in writing that the Board make an exception to the requirements of this Section with respect to a Dwelling Unit on his or her Lot, based upon a hardship that is substantiated by documentation supplied with the written request. The Board may, but shall not be obligated to, grant exceptions to this Section in its sole discretion, provided that all of the requirements of the Fair Housing Act and HOPA.
- d. The Board of Directors, in its discretion may determine that persons of 18 years of age or younger may visit the Property for a period of not more than 30 days in any 12-month period.
- e. Upon request, Owners are required to provide the Board information verifying that at least one (1) Age Qualified Occupant is living in the Unit (including tenants). Such information includes, but is not limited to: drivers' licenses, birth certificates, passports, immigration cards, military identification, other official documents containing a birth date of comparable reliability, or affidavit of age qualification.
- f. The Association shall conduct surveys at least every two (2) years and maintain a database to verify age compliance as required by HOPA. All Owners are required to respond to the survey.

- g. The Board is authorized to publish Rules and Regulations setting forth additional policies and procedures that demonstrate the intent that the Property be operated as housing for persons 55 years of age or older.
- h. The foregoing age restrictions apply to Owners and their tenants.

The Association, acting through the Board, may enforce this Section 27 in any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting the aforementioned surveys of the occupants of each Dwelling Unit, requiring that copies of birth certificates or other proof of age for one new Age Qualified Occupant per Dwelling Unit be provided to the Board on a periodic basis, and in the Board's sole discretion, taking action to evict the occupants of any Dwelling Unit which does not comply with the requirements and restrictions of this Section 27. The Association's records regarding individual Members shall be maintained on a confidential basis and shall not be disclosed except as legally required and then only to governing authorities having jurisdiction and seeking to enforce the Housing Act. Each Owner shall fully and truthfully respond to any request from the Association of Board for information regarding the occupancy of the Dwelling Units, which, in the Board's judgment, is reasonably necessary to monitor compliance with this Section 27. Each Owner hereby appoints the Association, which may act through the Board, as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the occupants of any Dwelling Unit as necessary to enforce compliance with this Section 27.

Section 28. Drainage and Grading. No Owner may take any action, including grading, filling, or alteration of swales or other stormwater drainage measures, that would tend to change or impact the drainage of the Lot, other Lots, or the Common Area without prior written approval of the Architectural Review Committee.

Section 29. Generators. Permanent generators are not permitted to be installed on a Lot. Portable generators are permitted for temporary use only in the event of a power outage or construction projects, unless otherwise approved by the Board. The Board may enact reasonable rules and regulations regarding the placement of portable generators as well as approved hours of operation.

Section 30. Pest Control. The Board shall provide for an annual termite inspection of all Townhome Lots, and spot treatment where necessary based on such inspection. The Board is authorized, but not required, to provide for an annual termite inspection of all Single Family Detached Lots, and spot treatment where necessary based on such inspection. If such service is provided only to the Townhome Lots, the cost of the same shall be allocated specifically to the Owners of

the Townhome Lots. If such service is provided to all Lots, the cost shall be a Common Expense. Except as set forth herein, all other pest control on Lots shall be the responsibility of the Lot Owner.

Section 31. HVAC Relocation. Owners are not permitted to relocate HVAC equipment from its original location without permission of the Architectural Review Committee. No HVAC equipment is permitted within side yard setbacks; provided, however, that the Architectural Review Committee shall have the authority to grant a variance of the foregoing prohibition if the shape, topography, or other unique characteristic of the Lot makes it unreasonable to require compliance, to be judged in the sole discretion of the Architectural Review Committee.

ARTICLE VIII ANNEXATION OF ADDITIONAL PROPERTIES; WITHDRAWAL

Section 1. Annexation. Annexation of additional property shall require approval from the appropriate governmental authority and shall be required to occur within twenty-five (25) years from the date of recording of this instrument; provided, however, that no annexation of additional property shall have the effect of placing the original development in violation of the appropriate governmental ordinances. Annexation of additional property shall be accomplished by recording in the Wake County Registry a Declaration of Annexation, duly executed, describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Property on the date of recordation of the Declaration of Annexation. In the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation. Otherwise, approval of a majority of the Members present in person or by proxy at a meeting duly called for such purpose shall be required to annex additional property. Prior to the conveyance of the last Lot in any newly annexed area, the Declarant shall deliver to the Association one or more deeds conveying fee simple title to any Common Area within the lands annexed.

Section 2. Withdrawal. During the Declarant Control Period, Declarant, in its sole discretion and without approval of the Association or Owners, may withdraw portions of the Property from the operation of this Declaration by recording a declaration of withdrawal in the Wake County Registry.

ARTICLE IX INSURANCE

Section 1. Single Family Detached Lot Insurance. The Association

shall not maintain any type of insurance coverage on a Single Family Detached Lot. Each Owner of a Singly Family Detached Lot shall maintain property or casualty insurance on his or her Lot insuring against loss or damage by fire and other hazards commonly insured under an "all-risk" policy, and such coverage shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of the Dwelling Unit on the Lot as well as all other improvements on the Lot in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, each Owner shall maintain at a minimum, fire and extended coverage. The proceeds of any applicable insurance policy shall be used to repair or restore any damage or destruction to a Lot unless restoration would be illegal under any State or local health or safety statute or ordinance. The Owner of a Lot shall be responsible for the cost of restoration of any improvement on such Lot in excess of insurance proceeds received by such Owner. The Board of Directors may require on an annual basis, or at such other times as the Board deems appropriate, that Owners submit proof that the insurance coverage required under this section is in force.

Section 2. Townhome Lot Insurance. To the extent available, the Association shall procure and maintain at all times an insurance policy providing "special perils" coverage for the "Building Shell" (defined below) of each Townhome building located on the Property, in an amount not less than one hundred percent (100%) of the insurable replacement cost of the building, before application of any deductible, at the time such insurance is purchased and at the time of each renewal thereof. If "special perils" coverage is not available, the Association shall obtain at a minimum, and to the extent available, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts.

The "Building Shell" shall consist of the following components of each Townhome building as shown on the construction plans used to obtain building permits for the Townhome buildings:

- a. all structural components, including the foundation, footers, pilings, girders, beams, supports, walls (including all exterior walls, weight bearing walls, party walls and all other walls) and all studs, drywall, sheetrock or gypsum board attached to such walls; all slabs, pillars, columns, insulation, exterior finishes or facades attached or affixed to any of the foregoing; all floor slabs; and all roofs, roof trusses, roof support elements, fascia soffits, roofing materials and insulation;
- b. essential and permanent installations and equipment for electrical, plumbing, and mechanical systems, if any, which are utilized for, serve, or pass through more than one Townhome within a Townhome building;

- c. exterior windows, exterior doors in the perimeter walls bounding a Townhome; garage doors, skylights and exterior glass; and
- d. pipes, conduits, ducts, vents and other service and utility lines which are utilized for, serve, or pass through more than one Townhome.

The Association shall not, however, be responsible for maintaining coverage on any of the following: furniture, furnishings, and personal property; floor coverings, wall coverings, and ceiling coverings (including any paint, finishes, wallpapers, millwork, carpeting, tile, slate, flooring or other covering whatsoever that is applied to, attached to, or suspended from the floors, walls, or ceilings); additions, alterations, betterments, or improvements installed by or on behalf of Owner or Owner's guests or tenants; ventilation, heating and air conditioning systems and equipment and any related ductwork; plumbing and electrical fixtures and appliances; water heaters and built-in cabinets and countertops; window treatments; electrical, plumbing and mechanical lines, chutes, flues, ducts, conduits, wires, pipes, chases, equipment or other apparatus serving a single Townhome; mechanical, electrical or plumbing equipment located outside the exterior walls of a Townhome but located on a Lot; and all Lot landscaping. Owner shall be solely responsible for insuring all of the foregoing, and any other items that are not specifically stated herein to be the responsibility of the Association to insure.

In the event of an insured loss, the deductible shall be paid as follows:

- a. If the loss is caused by anything for which an Owner bears maintenance responsibility, the Owner of said Townhome Lot shall be responsible for payment of any applicable insurance deductible, without regard to the negligence of the Owner or his or her tenant, guest or invitee.
- b. If the loss is caused by the negligence of an Owner or his or her tenant, guest or invitee, the Owner shall be responsible for payment of any applicable insurance deductible.
- c. If there are contributing sources to the insured loss from more than one Townhome Lot or Owner, payment of the insurance deductible shall be apportioned as determined by the Board of Directors, in its sole discretion.
- d. If the loss is caused by anything for which the Association bears maintenance responsibility, the insurance deductible shall be paid by

the Association as a Common Expense.

The amount of any insurance deductible or portion thereof owed by an Owner shall be charged as an assessment and may be collected in the same manner as an assessment pursuant to Article V of this Declaration.

If the amount of damage does not meet the deductible, no claim shall be filed against the master insurance policy, even if the loss is an insured loss, and each Owner shall be solely responsible for all maintenance, repair, or replacement associated with damage to the Owner's Lot.

The cost of insurance on the Townhomes shall be a Common Expense of the Association.

Section 3. Other Insurance. The Association shall procure and maintain insurance as set forth below, and the premiums for such insurance shall be a Common Expense:

- a. **Liability Insurance.** The Association shall procure and maintain liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Area. The commercial general liability insurance shall not, however, cover the liability of an Owner arising from an occurrence within its own Lot.
- b. **Property Insurance – Common Area.** The Association shall procure and maintain at all times a policy or policies of property insurance covering all buildings owned by the Association, all personal property of the Association wherever located, and all improvements located in the Common Areas in an amount not less than one hundred percent (100%) of the insurable replacement cost of such buildings, property and improvements at the time such insurance is purchased and at the time of each renewal thereof, exclusive of the costs of excavation, paving, foundations, footings and other items normally excluded from property policies.

- c. Other. The Association may also obtain and maintain (in amounts to be determined by the Board) (1) fidelity insurance covering all members of the Board, officers, or employees of the Association who handle funds of the Association; (2) directors and officers liability insurance; and (3) such other insurance coverages as it deems desirable and necessary.

Section 4. Policy Requirements. If the insurance that the Association is required to maintain is not reasonably available, the Association promptly shall cause notice of that fact to be sent to all Owners. Insurance policies that are required to be carried by the Association shall provide, to the extent reasonably available, that: (i) each Owner is an insured person under the policy to the extent of the Owner's insurable interest; (ii) the insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household; (iii) no act or omission by any Owner, unless acting within the scope of the owner's authority on behalf of the Association, will preclude recovery under the policy; (iv) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; and (v) the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Owner, and each Mortgagee to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purpose stated herein and for the benefit of the Owners and their mortgagees in the following shares: (1) proceeds on account of damage to Common Areas are to be held for the Association; (2) proceeds on account of damage to the Lots shall be held in undivided shares for the Owners of damaged Lots in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association; and (3) in the event a mortgage endorsement has been issued for any Dwelling Unit on a Lot, the share of the proceeds of the Owners shall be held in trust for the mortgagee and the Owners as their interests may appear.

Proceeds of insurance policies received by the Association as insurance trustee shall be distributed first to pay the expenses of the insurance trustee, and the remaining proceeds shall be paid to repair the Common Areas and then the

Lots. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners as provided in this Article.

Section 5. Obligation to Rebuild and Maintain. Should any Dwelling Unit or portion of a Dwelling Unit be damaged or destroyed, the Owner shall utilize any applicable insurance proceeds to repair or replace it promptly in accordance with the original construction plans and specifications unless (i) the community is terminated as a planned community under the provisions of the Act, or (ii) repair or replacement would be illegal under any applicable Law. If no insurance proceeds are available repair or replacement shall be at the Owner's expense. All plans and specifications required in connection with any repair or restoration shall be subject to review and approval by the Architectural Review Committee. The Lot shall be kept in a neat and well-maintained state to a standard acceptable to the Board of Directors following any casualty event and during the rebuild process.

Section 6. Obligation to Pay Assessments. If a Dwelling Unit is not habitable by reason of damage or destruction, the obligation of the Owner to pay assessments shall be not reduced, delayed, abated or suspended pending the rebuilding of the Dwelling Unit.

ARTICLE X PARTY WALL

Section 1. General Rules of Law to Apply. Each wall on a Townhome Lot which is built as a part of the original construction of the townhome Dwelling Unit and placed on the dividing line between the townhome Dwelling Units and all reconstruction or extensions of such walls shall constitute party walls. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support, in belowground construction and of liability for property damage due to negligence or willful acts or omissions shall apply.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. If other Owners make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use; subject, however, to the right of any Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Construction or Reconstruction. The Owner may construct or reconstruct a party wall subject to and within the limitations of architectural control and other limitations of this Declaration with the right to go upon the adjoining Lot to the extent reasonably necessary to perform the construction. The construction shall be done expeditiously. Upon completion of the construction, the Owner shall restore, as is reasonably practicable, the adjoining Lot to as near the same condition which prevailed on or before the commencement of the construction.

Section 5. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who, by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against those elements.

Section 6. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to the Owners' successors in title.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or the rules and regulations. Failure by the Declarant, Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The court may award the prevailing party its reasonable attorneys' fees incurred in such enforcement action.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. These covenants and restrictions shall run with, burden and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Until such time as certificates of occupancy have been issued for the entirety of the Lots, this Declaration may be unilaterally amended by the Declarant without the need for membership approval. However, no such amendment may materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any Lot, without the consent of the affected Owner. Otherwise, this Declaration may be amended by the affirmative vote or written agreement of Owners to which at least sixty-seven

percent (67%) of the votes in the Association are allocated, except that during the Declarant Control Period no amendment shall be effective without the written consent of Declarant.

Section 4. Management and Contract Rights of Association.

Declarant may enter a contract with a management company for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the Property.

Section 5. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (g) receive written notice of any proposed action that requires the content of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

Section 6. Declarant Rights. During the Declarant Control Period, the Declarant shall have the following rights and privileges:

- a. All Special Declarant Rights as defined in the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes, including the right to complete improvements indicated on plats and plans; to exercise any development right; to maintain sales offices, management offices, signs advertising the planned community, and models; to use easements through the Common Area for the purpose of making improvements within the Property or to real estate that may be added to the Property; to make the Property a part of a larger planned community; to make the Property subject to a master association.
- b. The right to appoint and remove members of the Board of Directors and officers.
- c. The right to appoint and remove members of the Architectural Review Committee.

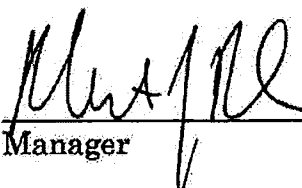
- d. The right to use all Common Areas for sales and marketing events and to assign such rights as it deems appropriate to Builders or other third parties.
- e. The right to subject the Property to contracts for the provision of utilities including water, sewer, electric service, gas, cable, telephone, broadband and internet or other similar services.
- f. The right to unilaterally amend this Declaration as it, in its sole discretion deems advisable, provided that any such amendment shall not adversely affect the rights of any Builder without that Builder's consent.
- g. The right to unilaterally amend the Plat to adjust Lot lines of any Lot owned by Declarant, or any other Lot with that Lot Owner's permission;
- h. The right to unilaterally amend the Plat to adjust Common Area boundaries and to convert property delineated on the Plat as Common Area for other purposes, as long as such amendment is in keeping with governmental requirements for the Property and occurs prior to Declarant conveying such Common Area to the Association;
- i. The right to assign its rights as declarant, in whole or in part, as it deems advisable and upon such assignment to be released from any and all liability for actions of declarant as to rights so assigned.
- j. The right to convey real and personal property to the Association upon terms and conditions as it deems appropriate and to require the Association to accept such conveyances.
- k. The right to use all easements and rights of ways within the Property, whether for ingress and egress, drainage or utilities or for utilities and to grant easements to third parties.
- l. The right to withdraw portions of the Property from this Declaration or any Supplemental Declaration.
- m. Such other rights as are set forth herein.

ARTICLE XII ELECTRICAL SERVICE

Declarant reserves the right to subject the above-described Property to a contract with any provider for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment by the Owners of Lots within the Property.

IN WITNESS WHEREOF, Declarant has hereunto caused this instrument to be executed by its Manager, as an act and deed of the Declarant this the 9 day of February, 2021.

CORBINTON AT KILDAIRE FARM, LLC

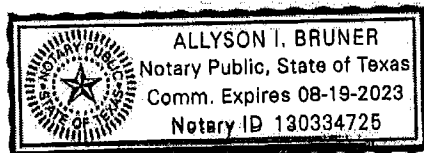
By: 
Manager

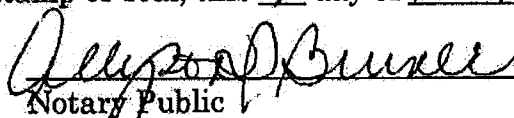
STATE OF Texas
COUNTY OF Travis

ACKNOWLEDGEMENT

I, Allyson I. Bruner, a Notary Public of the County and State aforesaid, certify that Robert J. Buchanan of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 9 day of February 2021. *as*




Notary Public

Allyson I Bruner
Printed Name

My Commission Expires: Aug 19, 2023

EXHIBIT A

PROPERTY SUBJECT TO THE DECLARATION

The real property that is subject to the Declaration is located in Wake County, North Carolina, and is more particularly described as follows:

BEGINNING at a point, said point being the Northeastern most corner having NC Grid Coordinates of N(y): 708,287.39', E(x): 2,063,634.05', NAD 83(2011); Thence S 03°21'50" W A Distance Of 671.70' to an axle, Thence S 03°01'14" W A Distance Of 128.46' to an iron pipe, Thence S 00°42'43" W A Distance Of 186.61' to an iron pipe, Thence S 00°40'43" W A Distance Of 217.78' to a bent iron pipe, Thence N 83°42'59" W A Distance Of 135.81' to an existing iron pipe, Thence S 09°39'00" W A Distance Of 246.07' to an existing iron pipe located on the northern right of way of Arthur Pierce Road, Thence S09°39'00" W A Distance Of 42.68' to a point in the centerline of said road, Thence along said centerline the following bearings and distances: N 35°00'55" W A Distance Of 249.60', Thence N 35°02'58" W A Distance Of 189.96', Thence N 34°45'02" W A Distance Of 237.04', Thence N 34°51'00" W A Distance Of 174.62', Thence N 34°36'46" W A Distance Of 70.65', Thence N 34°47'17" W A Distance Of 75.49', Thence N 34°18'02" W A Distance Of 63.87', Thence N 32°09'00" W A Distance Of 57.83', Thence N 30°13'34" W A Distance Of 57.77', Thence N 28°08'44" W A Distance Of 32.29', Thence N 28°06'23" W A Distance Of 26.37', Thence N 27°15'29" W A Distance Of 56.94', Thence N 27°46'33" W A Distance Of 58.00', Thence N 29°49'54" W A Distance Of 58.19', Thence N 34°17'52" W A Distance Of 58.56', Thence N 39°44'57" W A Distance Of 58.12', Thence N 44°38'40" W A Distance Of 59.96', Thence N 48°14'04" W A Distance Of 59.60', Thence N 50°11'06" W A Distance Of 55.27', Thence N 50°51'17" W A Distance Of 54.92', Thence N 49°28'45" W A Distance Of 58.46', Thence N 49°40'17" W A Distance Of 17.88', Thence leaving the centerline of said right of way S 82°33'13" E A Distance Of 551.17' to an existing iron pipe, Thence N 75°26'47" E A Distance Of 310.87' to an existing iron pipe, Thence S 03°21'07" W A Distance Of 124.96' to an existing iron pipe, Thence N 75°26'54" E A Distance Of 485.79' to an existing iron pipe, being the point and place of BEGINNING, containing 21.485 gross acres (including right of way) as shown on a survey prepared by Cawthorne, Moss & Panciera, PC, dated February 14, 2018.

The foregoing is further described as that real property bearing PIN 0760371794 and Real Estate ID 0037055.