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WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
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Prepared by & Return to: Moore & Alphin, PLLC
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THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR SIDNEY CREEK

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR SIDNEY CREEK ("Declaration") is made this 9th day of March, ~~2021~~ 2022 by **Dan Ryan Builders – North Carolina, LLC**, (hereinafter referred to as "Declarant"):

WITNESS TO:

WHEREAS, Declarant is the owner of certain real property located in Wake County, North Carolina, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter sometimes referred to as the "Property").

WHEREAS, Declarant desires to create on such property an exclusive residential community of single-family homes (which will include both detached and attached dwellings) to be known as Sidney Creek (hereinafter sometimes referred to as "Subdivision");

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the common area within the Subdivision and to provide for enforcement of covenants and restrictions applicable to the Subdivision, and, to that end, desires to create a planned community pursuant to the provisions of Chapter 47F of the General Statutes of North Carolina (the "Act"), and to subject all of the property within the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Common Area (as hereinafter defined), to administer and enforce the covenants and restrictions applicable to the Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Declarant has therefore incorporated under

Submitted electronically by "Moore & Alphin, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

North Carolina law as a non-profit corporation, the SIDNEY CREEK HOMEOWNERS' ASSOCIATION, INC., for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Declarant declares that the Property and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, all of which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Act" shall mean and refer to Chapter 47F of the General Statutes of North Carolina, designated as the North Carolina Planned Community Act.

Section 2. "Association" shall mean and refer to the SIDNEY CREEK HOMEOWNERS' ASSOCIATION, INC. a North Carolina non-profit corporation, its successors and assigns.

Section 3. "Association Document" shall mean collectively the Articles of Incorporation of the Association, the Bylaws of the Association, this Declaration, any supplemental declaration as may be applicable to separate portions of the Properties, the rules and regulations, the Architectural Guidelines, and any resolutions adopted by the Board, all as may be amended, restated and revised from time to time. Any exhibit, schedule or amendment to an Association Document shall be considered a part of that document.

Section 4. "Board of Directors" or "Board" shall mean the body responsible for administration of the Association selected as provided in the Bylaws.

Section 5. "Builder" shall mean and refer to any persons, firms or entities that purchase one or more Lots in the Properties for the purpose of constructing a Dwelling for resale to consumers in the ordinary course of its business.

Section 6. "Common Area" shall mean and refer to any and all real and personal property in which the Association now or hereafter owns, leases or otherwise holds possessory or use rights for the common use and enjoyment of the Owners, including easements held by the Association for those purposes. Common Area shall include, without limitation, all recreation, stormwater areas, landscape islands, round-a-bouts located within the right-way, and mail kiosks within the Subdivision. Except as otherwise provided in this Declaration, the Common Area shall be maintained by the Association or its successors in interest.

Section 7. "Development Period" shall mean the period ending on the earliest of (a) thirty (30) years from the date this Declaration is recorded in the Register of Deeds of Wake County; provided, that if Declarant is delayed in the improvement and development of the Properties as a result of a sewer, water or building permit moratorium or other cause or event beyond Declarant's control, then the aforesaid period shall be extended for the length of the delay plus an additional two (2) years upon written notice to the Association of such extension; or

(b) the date specified by Declarant in a written notice to the Association that the Development Period is to terminate on that date so stated.

Section 8. "Declarant" shall mean and refer to Dan Ryan Builders – North Carolina, LLC. It shall also mean and refer to any person, company or entity to whom or which Declarant shall assign or delegate the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the applicable public registry for Wake County, North Carolina.

Section 9. "Lot" shall mean and refer to any plot of land other than Common Area, with delineated boundary lines, shown on any recorded subdivision plat of the Properties that may be independently owned and conveyed. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of new subdivision plats, any newly-platted Lot shall thereafter constitute a Lot. The term shall refer to the land which is part of the Lot as well as any improvements thereon including the Unit or Dwelling.

Section 10. "Member" shall mean and refer to every person or entity who or which holds membership in the Association as set forth in this Declaration.

Section 11. "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 Properties, including contract sellers, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 12. "Properties" or "Property" shall mean and refer to the property described in Exhibit "A" to this Declaration, together with such additional property as is subjected to this Declaration in accordance with Article II.

Section 13. "Stormwater Agreements" shall mean any stormwater agreement, stormwater control structure bioretension maintenance agreement, stormwater control structure wet detention maintenance agreement, or any other agreement, permit, or contract regarding stormwater in the Property issued by the Town of Zebulon or Wake County or any other governmental agency or entity.

Section 14. "Stormwater Facilities" shall mean all areas consisting of ditches and swales, retention ponds and other improvements which are constructed pursuant to, and regulated by, the Stormwater Agreements.

Section 15. "Unit" or "Dwelling" shall mean and refer to any building or portion thereof within the Properties which is designated and intended for use and occupancy as a residence by a single family, whether by the Owner of such Unit or by tenants or lessees of such Owner.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF SIDNEY CREEK

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration as of the date of recording hereof, which is within the jurisdiction of the Association, is described on Exhibit "A" attached hereto.

Section 2. Annexation of Additional Property. At any time prior to December 31, 2041, any land may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

A supplementary declaration may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots or Units so annexed, as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. In no event, however, shall any supplementary declaration revoke, modify or add to the covenants and restrictions established by this Declaration so as to materially and adversely affect any portion of the Properties already subject to this Declaration. A supplementary declaration annexing additional property need only be executed by the Declarant and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members.

Nothing contained in this Article shall be construed to obligate or require Declarant to make any additions to the Properties.

Section 3. Annexation of Additional Property by Members. The Association may subject any contiguous property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Owners representing sixty-seven percent (67%) of the votes of the Association represented at a meeting duly called for such purpose, and the consent of Declarant during the Development Period. The additional property shall be annexed by the recording by the Association of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed.

Section 4. Conveyance of Common Area in Annexed Property. Promptly upon request of Declarant, the owner of the annexed property shall convey any or all Common Area located within the newly annexed property to the Association or, if requested by the Declarant, to the Declarant. Title to such Common Area shall be conveyed in the same manner as set forth in Section 3 of Article IV of this Declaration.

Section 5. Merger. Additional property may also be made subject to this Declaration by merger or consolidation of the Association with another *non-profit* corporation formed for the same or similar purposes in accordance with the provisions of Section 2-121 of the Act. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Properties and the covenants and restrictions established upon

property owned by the other association as one scheme. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 6. Effect of Addition of Property. Except by amendment of this Declaration as provided in Section 3 of Article XIV hereof, no addition of property, whether by annexation, merger or consolidation, shall revoke or modify any provision of this Declaration as to the Properties already subject hereto or diminish the rights of the Owners of Lots and Units within the Properties, except for the dilution of voting strength that occurs as a result of inclusion of additional Members of the Association.

Section 7. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article for the purpose of removing any portion of the Properties then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Subdivision, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Subdivision.

Section 8. Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or commercial Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

Section 9. Sub-Associations. It is the intent of the Declarant to create multiple Sub-Associations governed by separate Declarations. This Declaration shall sometimes be referred to as the "Master Declaration" in subsequent declaration for communities within Sidney Creek.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot. All Owners shall have one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 above, provided there shall only be one (1) vote per Lot. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment and Access. Except as limited by the provisions of this Section 1 and by the rules and regulations adopted by the Board, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the

Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated or constructed on the Common Area and to limit the use of such facilities to Owners and to their families, tenants and guests, as provided in Section 2 of this Article IV.

(b) the right of the Association to suspend the voting rights of an Owner subject to a hearing or opportunity to present evidence in accordance with Section 47F-3-107.1 of the Act for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

(c) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least 80% of the votes of the entire membership of the Association and Declarant, during the Development Period, agree to such dedication, sale or transfer. Nothing herein shall be deemed to prohibit the Board, without consent of the Members, from granting easements over and across the Common Area to any public agency, authority or utility for the installation and maintenance of sewage, utility (including cable television) or drainage facilities when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of properties within the Subdivision. Notwithstanding anything herein to the contrary, the Common Area shall be preserved for the perpetual benefit of the owners of Lots within the Subdivision and shall not be conveyed except to a governmental entity or another non-profit corporation organized for similar purposes.

(d) the right of the Association, to borrow money and, with the assent of Members' entitled to at least 80% of the votes of the entire membership of the Association and Declarant's approval during the Development Period, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members and the Association as set forth herein.

(e) the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility, provided, however, that any such dedication shall require the assent of the Declarant and the Members as set forth in subparagraph (c) above, and further provided that, if the Board determines, in its sole discretion, that such exchange is necessary to cure an encroachment or setback violation on any Lot, the Board may effect such exchange without the consent of or approval by the Members.

(f) the right of the Association to open the Common Area and, in particular, the recreational facilities constructed thereon, for use by non-members of the Association.

(g) the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area.

(h) the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area.

(i) the right of the Association to otherwise deal with the Common Area as provided in the Articles of Incorporation and Bylaws of the Association.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties in Wake County, North Carolina.

(b) Tenants: Contract Purchasers. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be assigned by such Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Wake County, North Carolina. So as not to overburden the use of the Properties, if an Owner assigns said right and easement of enjoyment and access to Owner's tenants or contract purchasers, then so long as such assignment is in effect, Owner shall forfeit his right and easement of enjoyment and access.

(c) Guests. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchasers, subject to such rules and regulations as may be established by the Board.

(d) Suspension of Rights. The rights of any delegate or assignee of an Owner shall be suspended by, upon and during suspension of such Owner's rights as provided in Section 8 of Article XIV of this Declaration.

Section 3. Conveyance of Common Area To The Association. No later than the expiration of the Development Period, Declarant shall convey, and the Association shall accept, fee simple title to all Common Area within the Properties, and shall reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations, conditions and restrictions as then may be of record, and the Association shall accept all such conveyances, grants and reservations, provided, however, that during the Development Period, Declarant reserves an easement over and across any Common Area deeded to the Association for the purpose of constructing and maintaining any improvements on the Common Area as it deems necessary or advisable, provided that any such improvements must comply with the requirements of the appropriate governmental authority. Any improvements placed on the Common Area by Declarant shall become the property of the Association upon completion of such improvements.

Section 4. Regulation and Maintenance of Common Area and Common Area Easements. It is the intent of the Declarant that the Common Area be preserved for the perpetual benefit of the Owners.

(a) Regulation of Common Area. The Association may adopt and promulgate rules and regulations governing the use of the Common Area by Owners and their family, tenants, guests and invitees. No Owner or other permitted user shall use the Common Area or any portion

thereof in violation of the rules and regulations contained in this Declaration or subsequently adopted by the Association.

Without limiting the generality of the foregoing, no Owner or tenant, guest or invitee of an Owner shall, without the specific prior written consent of the Association: (i) damage or waste the Common Area or improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure or other improvement or thing on the Common Area; (iii) place any garbage receptacle, trash or debris on Common Area; (iv) fill or excavate any part of the Common Area; (v) landscape or plant vegetation on Common Area; or (vi) use the Common Area or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.

(b) Rights and Responsibilities of the Lot Owners as to Common Area Easements. Each Owner of a Lot upon which a Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area easement.

(c) Rights and Responsibilities of the Association as to Common Area. The Association shall have the right and obligation to ensure that the Common Area is preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Area in its natural or improved state, as appropriate including, but not limited to, following the requirements of the Stormwater Agreements and maintaining the Stormwater Facilities, and keep it free of impediments to its use by the Owners, subject to the provisions of this Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, Directors and Officers, against any loss or damage suffered by any person, including the Owner of the Lot upon which Common Area lies, resulting from use of the Common Area, and adequate hazard insurance covering the real and personal property owned in fee by the Association; and (iii) pay all property taxes and other assessments levied against all Common Area owned in fee by the Association.

(d) Declarant's and Association's Right of Entry. The Declarant and the Association and the employees, agents, contractors and subcontractors of each, shall have a non-exclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area easement for the purposes of: (i) installing and maintaining subdivision entrance signs, features, fencing and landscaping; and (ii) making such improvements to the Common Area; and (iii) maintaining the Common Area easement in its natural or improved state.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments, benefitted assessments, and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 9 of this Article V and all costs of collection, including reasonable attorney's fees, shall be a charge against and, a continuing lien upon the Lot against which such

assessment is made subject to § 47F-3-116 of the Act, as amended. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, subject to notice provided in accordance with § 47F-3-116(e) of the Act, shall also be the personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such Lot at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to the Bylaws of the Association or Section 8 of Article XIV of this Declaration and subject to §47F-3-107.1 of the Act shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

Any Lot conveyed from Declarant to a Builder or from a Builder to another Builder shall be exempt from payment of assessments until the conveyance of the Lot by the Builder to an Owner other than a Builder. Upon the conveyance of a Lot by a Builder to an Owner other than a Builder, the full amount of the assessment for the Lot shall be paid by the Owner of the Lot commencing on the first day of the first month after said event.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and, in particular, for: (i) acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the storm water system, including the Stormwater Facilities, located within the Common Area or recreation area; (ii) repair and reconstruction of improvements on the Common Area, including, without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii) payment of taxes and public assessments levied against the Common Area owned by the Association in fee; (iv) procurement and maintenance of insurance in accordance with Section 4(c) of Article IV of this Declaration; (v) employment of attorneys, accountants and other persons or firms to represent the Association when necessary; (vi) payment of principal and interest on funds borrowed for Association purposes; (vii) such other needs as may arise; and (xiii) payment for the maintenance and operation of lights within the Common Area.

Section 3. Annual Assessments. Not less than sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the common expenses estimated to be incurred during the coming year. The budget shall include a capital contribution to establish a reserve fund. In determining the budget, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

Within thirty (30) days after adoption of any proposed budget by the Board, the Board shall provide to all Owners a summary of the budget and notice of a meeting to consider

ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary of the budget and notice of the meeting. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless, at that meeting, a majority of all the Owners in the Association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

The Assessment for the fiscal year shall be determined based upon the budget adopted by the Board and ratified by the Owners. In addition to Assessments for the fiscal year, the Board may levy special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Assessments shall be approved at a meeting of the Board and shall become effective upon approval by the Board, unless disapproved by Declarant during the Development Period. Such Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which such Assessment is approved. The amount of each special Assessment shall be levied equally against all Lots, subject to the provisions of Section 5.

Section 4. Assessment Rate: Collection Period. Except as provided in Section 5 of this Article V, the annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a yearly, semi-annually, quarterly or monthly basis, as determined by the Board.

Section 5. Declarant's Assessments. Notwithstanding any other provision of this Declaration or the Bylaws of the Association, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Lot or other property that it owns within the Properties, provided, however, that the Declarant shall be responsible for paying the difference between: (i) the operating expenses of the Association; and (ii) the total operating revenues of the Association from all sources including, without limitation, annual and special assessments, revenues generated from fees charged by the Association for use of the Common Area, and investment income (said difference being hereinafter referred to as the "Operating Deficit"). For purposes of this Section, the term "operating expenses" shall not include contributions to any reserves for replacement, operating reserves, depreciation reserves, capital expenditures, or special assessments.

Declarant may, by written notice given by the Declarant to the Association on or before November 30 of any year, to be effective as of January 1, terminate its obligation to pay the Operating Deficit and waive its right to exclusion from assessments. In such event, each Lot owned by the Declarant which contains a Dwelling for which a certificate of occupancy has been issued shall be assessed at the rate of twenty-five percent (25%) of the annual assessment in effect for all other Lots, as the same may change from time to time. Upon sale of such Lot by Declarant to any other person or entity, such Lot shall be assessed at the full rate, commencing on the day on which title to such Lot is transferred to such third party. Notwithstanding any other provision of this Declaration, a Lot owned by the Declarant which contains a Dwelling occupied as a residence (but not as a model or sales center) shall be assessed at the rate applicable to all other Lots.

Section 6. Benefitted Assessments. The Board may levy Benefited Assessments against particular Lots for expenses incurred or to be incurred by the Association, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, caretaker service, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Lot into compliance with the terms of the Association Documents and the Act or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their family members, tenants, invitees, or guests, including costs incurred to repair or replace any Stormwater Facilities; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying a Benefited Assessment under this subsection (b).

Section 7. Date of Commencement of Annual Assessments: Certificate of Payment. Unless a different commencement date is set by the Board, the annual assessments provided for herein shall commence as to all Lots in any phase on the first day of the month following the conveyance of a Lot within that phase to an Owner other than the Declarant or a Builder.

The Association shall, upon demand, and for such reasonable charge as the Board may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

Section 8. Effect of Nonpayment of Assessments: Remedies. An assessment not paid within ten (10) days after the due date shall incur such late charge as the Board may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot for which such assessment is due subject to § 47F-3-116 of the Act, as amended. Interest, late payment charges, reasonable attorneys' fees, and the costs of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first mortgage on a Lot. Sale or transfer of a Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of any assessment which became due prior to the date of such conveyance. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof; but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

Section 10. Initial Capital Contribution. At the time of closing of the initial sale of a Lot from Declarant or a Builder, a sum equal to $500.00 for each single-family Dwelling and $250.00 for each townhome Dwelling. The purpose of such working capital contributions is to ensure that the Association will have adequate cash available to defray operating costs, meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid pursuant to this Section shall not be considered as an advance payment of any regular or special assessment. Such sum may also be utilized to reimburse Declarant the exact cost of any premiums or insurance policies purchased for the benefit of the Association by Declarant.

Section 11. Exempt Property. All property dedicated to and accepted by a public authority 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. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Legal Actions Against Declarant and Owners. The affirmative vote or consent of the Owners that is equal to or greater than sixty-seven percent (67%) of the total number of votes in the Association first shall be required prior to the Association doing any or all of the following with respect to the Declarant, any successor Declarant, any Owner or any Member regardless of whether such Person is the Declarant or is an Owner or Member at the time the Association takes the action or obtains the necessary vote or consent required to take such action: (i) file a complaint, on account of any act or omission with any Governmental Entity which has regulatory or judicial authority over the Properties or any part thereof; or (ii) assert a claim against, sue or request legal or equitable relief against Declarant, Owner or Member in any court, before any Governmental Entity board, or otherwise, provided however, nothing contained in this section shall be construed to require said number of votes for any lien enforcement actions arising out of Article V.

ARTICLE VI
RIGHTS OF LENDERS

Section 1. Books and Records. Any owner or holder of a first mortgage on any Lot, or its agent, shall have the right, during normal business hours, to examine copies of this Declaration, the Articles of Incorporation, Bylaws, and the books and records of the Association and, upon written request to the Association, and payment of copying and mailing costs, to receive a copy of the financial statement for the immediately preceding fiscal year.

Section 2. Notice to Lenders. The owner or holder of a first mortgage on any Lot which provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its mortgage relates) shall be entitled to timely written notice of:

(a) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan.

(b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

ARTICLE VII
EASEMENTS

Section 1. Access and Utility Easements. Easements for the installation and maintenance of roadways, driveways, walkways, water, gas, telephone, cable television and electric power transmission lines, sanitary sewer and storm water drainage facilities, and for other public and private utility installations are reserved over the Properties for the benefit of Declarant and the Association. The Association may reserve or grant easements over the Common Area as provided in Article IV, Section 1(c), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

For a period of thirty (30) years from the date hereof, Declarant reserves, for itself and its employees, agents, successors and assigns, an easement upon and a right of ingress, egress and regress on, over and under the Properties for the purposes of constructing and maintaining roadways, water, sewer, gas, storm water drainage and retention, telephone, cable television, and electric, and other utility facilities to the extent required by any applicable governmental entity or deemed by the Declarant to be necessary or convenient for the development, use and enjoyment of the Properties and the Common Area and for the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, relocate utility facilities within said easement and take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

Section 2. Easements for Governmental Access. An easement is hereby established over the Common Area and every Lot within the Properties for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

Section 3. Owner's Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any Dwelling is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of such Dwelling. Such work shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot

to as nearly the same condition as that which existed prior to the commencement of the work as is reasonably practicable. No fence shall be erected within such area adjoining a Dwelling.

Section 4. Association's Easement and Right of Entry. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Property, including each Lot to (a) perform its maintenance obligations, and (b) make inspections to ensure compliance with the Association Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense.

The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Association Documents. All costs incurred, including reasonable attorneys' fees, shall be assessed against the violator as a Benefited Assessment.

Section 5. Easement Over Common Area. A perpetual, non-exclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to and from parking areas and walkways serving the Properties and to and from adjacent public roads.

Section 6. Easements to Serve Other Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, a perpetual easement over the Lots and the Common Area for the purposes of enjoyment, use, access, and development of any property whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. Architectural Approval. The Declarant shall have the sole and absolute right to determine the style and appearance of the Dwellings, including, but not limited to, flags, subject to Section 47F-3-121 of the Act, flag poles, flag staffs, fences, walls, buildings, outbuildings, garages, storage sheds, mailboxes, lawn decorations, structures of any type or color thereof, grading, landscaping, patio covers and trellises, plans for off-street parking of vehicles and utility layout, and any other improvements to be built or constructed on any Lot (hereinafter individually and collectively referred to as "Improvements"). Declarant shall have exclusive

authority to administer and enforce architectural standards under this Article and to review and act upon all applications for original construction within the Property. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board may, at its option, either assume such authority or create and appoint an Architectural Review Committee ("ARC") composed of three or more persons appointed by the Board. The ARC shall have no rights or authority until Declarant's authority under this Article is surrendered.

No Improvements (including, without limitation, replacement of any previously existing Improvements) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made (including, without limitation, changing materials or color of any exterior portion of any such Improvements), nor shall a building permit for such Improvements or change be applied for or obtained, until plans and specifications showing the nature, kind, shape, heights, materials, color, built-upon area, and location of same shall have been submitted to and approved in writing by the Declarant or after the Declarant surrenders that right, the Board or the ARC. If the Association or its designee fails to approve or disapprove such proposed Improvements within 60 days after complete plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with. The Association shall have the right to charge a reasonable fee for receiving and processing each application.

Section 2. Architectural Guidelines.

The Declarant, and after the Declarant surrenders this right in writing, the Board or ARC, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications in addition to those set forth above (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. The Architectural Guidelines shall include an anti-monotony policy that will prohibit Dwellings or accessory structures of similar design and color from being constructed on adjacent Lots. Neither the Declarant, the Board, nor the ARC shall approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither Declarant, the Association, the Board, or the ARC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, including without limitation, built upon area requirements set forth in any Stormwater Agreements. Neither Declarant, the Association, the Board, or the ARC, or any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the ARC and its members shall be defended and indemnified by the Association as provided in the Bylaws.

Section 3. Rules and Regulations. The ARC may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VIII, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications.

Section 4. Variances. The ARC may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the ARC as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.

Section 5. Enforcement. Any construction, alteration or other work done in violation of this Article or the Architectural Guidelines shall be deemed to be nonconforming. Upon written request from Declarant, the ARC, or the Board, Owners shall, at their own cost and expense and within such reasonable time frame as set forth in such written notice, cure such nonconformance to the satisfaction of the requester or restore the property, Lot and/or Dwelling to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant, the Association or their designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Benefited Assessment unless otherwise prohibited in this Declaration.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, Declarant or the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Benefited Assessment unless otherwise prohibited in this Declaration.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded from the Property, subject to the notice and hearing procedures contained in the Declaration. In such event, neither Declarant nor the Association, its officers, or directors shall be held liable to any person for exercising the rights granted by this section.

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

ARTICLE IX
Pparty WALLS

Intentionally Deleted.

ARTICLE X
RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, including the Stormwater Facilities, and shall keep the Common Area in good, clean and proper condition, order and repair, including but not limited to, ensuring ongoing compliance with the Stormwater Agreements. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area and the performance of its other obligations hereunder. The Association shall operate and maintain areas designated by the Declarant as Common Areas, whether or not title to such areas has been conveyed to the Association. The Association shall also be responsible for enforcement of the covenants and restrictions contained in this Declaration.

Section 2. Manager. The Association may employ and pay for the services of a person or entity, including the Declarant (the "Manager"), to assist the Association in managing its affairs and carrying out its responsibilities hereunder and such other persons or entities, including attorneys and accountants, as the Association deems necessary or advisable, whether such persons or entities are engaged, furnished or employed by the Manager or directly by the Association. The Association may enter into a Management Agreement for such management services upon such terms as the Board may deem appropriate. The payment of management fees due to the Declarant may, at Declarant's option, be deferred until such later date as Declarant, in its sole discretion, deems appropriate. Furthermore, any management fees due to Declarant may, at Declarant's option, be credited against any assessments due or to be coming due from the Declarant.

Section 3. Personal Property for Common Use. The Association may acquire and hold real property and tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided by the Articles of Incorporation or Bylaws of the Association.

Section 4. Insurance: Bonds. The Association shall procure and maintain adequate liability insurance covering the Association consistent with N.C. Gen. Stat. § 47F-3-113. The Association shall also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association consistent with N.C. Gen. Stat. § 47F-3-113, and shall procure and maintain officers', directors' and employees' liability insurance, and such other insurance as it deems necessary or advisable. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration. The Association may cause any or all persons responsible for collecting and disbursing monies of the Association to be bonded.

Section 5. Implied Rights. The Association may exercise any other right or privilege and take any action authorized by this Declaration, the Association's Articles or Bylaws, or the Act or the North Carolina Nonprofit Corporation Act (Chapter 55A), as from time to time amended, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege or the taking of any action authorized herein or therein.

Section 6. Association's Obligation of Cooperation. The Association shall accept conveyance of any Common Area conveyed to it, in fee or by easement, by Declarant or, at the request of Declarant, by an owner of any property within and, upon request of Declarant and without further consideration, shall execute any document necessary to evidence such acceptance. During the Development Period, neither the Association nor its Members, nor the use of the Common Area by the Association and its Members, shall interfere with or impede the completion of the improvements or the marketing and sale by the Declarant and the Builder of Lots and homes.

ARTICLE XI
DECLARANT RIGHTS

Section 1. Declarant's Rights. Declarant's Rights are those rights reserved for the benefit of Declarant as provided for in the Act and the Association Documents which shall include, without limitation, the following rights:

(a) To complete improvements on the Properties;

(b) To maintain models, management offices, construction offices, sales offices, customer service offices, and signs advertising the Properties within any portion of the Common Area Declarant deems appropriate;

(c) Those rights set forth in Article II of this Declaration;

(d) To designate any portion of the Property as Common Area;

(e) To exercise all rights of architectural review and establishment of Architectural Guidelines and all other rights as set forth in Article VIII of this Declaration;

(f) To construct improvements within portions of the Properties and to operate the same as public or private facilities in the sole discretion of Declarant;

(g) To appoint, remove and replace the members of the Board;

(h) To disapprove actions of the Board or any committee during the Development Period;

(i) To disapprove any amendment or change in any Association Documents during the Development Period;

(j) To enforce any covenants, restrictions and other provisions of the Association Documents during the Development Period; and

(k) To amend this Declaration as set forth in Article XIV.

Section 2. Transfer of Declarant Rights. Any or all of Declarant's Rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall neither reduce an obligation nor enlarge a right. No such transfer shall be effective unless it is in a written instrument signed by Declarant and the transferee and duly recorded in the Register of Deeds of Wake County.

Section 3. Modification of Development Plan. Each Owner, by accepting title to a Lot and becoming an Owner, and each other person, by acquiring any interest in the Property, acknowledges awareness that the Subdivision is a planned community, the development of which is likely to extend over many years, and agrees not to protest or otherwise object to (a) zoning or changes in zoning or to uses of, or changes in density of, the Properties, or (b) changes in any conceptual or master plan for the Property, such revision is or would be lawful (including, but not limited to, lawful by special use permit, variance or the like) and is not inconsistent with what is permitted by the Declaration (as amended from time to time).

Section 4. Development Easements. Declarant, its employees, agents and designees, specifically reserve a non-exclusive easement over, upon, under and above the Common Area and other portions of the Property (expressly excluding a Dwelling Unit) for any and all purposes deemed reasonably necessary or desirable by Declarant for the development of the Property and any other property including, but not limited to, easements of access, the installation and maintenance of utilities, and easements as may be required from time to time by any governmental agency or pursuant to the Stormwater Agreements. Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing, installing, modifying, expanding, replacing, and removing such improvements to the Common Area as it deems appropriate in its sole discretion.

Section 5. Marketing and Sales. During the Development Period, Declarant and its designees may maintain and carry on upon the Common Area and any property owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, sales offices, and storage of building materials. Declarant and its designees shall have easements for access to and use of such facilities. Declarant's or any designee's unilateral right to use the Common Area for purposes stated in this section shall not be exclusive and shall not unreasonably interfere with use of such Common Area by Owners.

Section 6. Declarant Approval to Changes in Association Documents. During the Development Period, the Association shall not, without the prior written approval of Declarant, adopt any policy, rule or procedure that:

(a) Limits the access of Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Common Area or to any property owned by any of them;

(b) Limits or prevents Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing or using the Association or its Common Area or any property owned by any of them in promotional materials; or

(c) Impacts the ability of Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for the Subdivision, as such may be amended and updated from time to time. Policies, rules or procedures affecting the provisions of existing easements established by Declarant and limiting the establishment by Declarant of easements necessary to complete the Subdivision shall be expressly included in this provision. Easements that may be established by Declarant shall include but shall not be limited to easements for development, construction and landscaping activities and utilities.

Section 7. Unimpeded Access. The Association shall not exercise its authority over the Common Area (including, but not limited to, any gated entrances and other means of access to the Property) to interfere with the rights of Declarant set forth in this Declaration or to impede access to any portion of the Property, or over the streets, or over the Common Area within the Property.

Section 8. Additional Declarations/Restrictions. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent during the Development Period. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

ARTICLE XII
USE RESTRICTIONS

Section 1. Business Use Prohibited. No trade, business, profession, garage sale, moving sale, rummage sale or other type of commercial activity shall be carried on within any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the properties; and, (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of

goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or, (c) a license is required.

Notwithstanding the foregoing, the Declarant and the agents and employees of Declarant, and a Builder, but only with the prior approval of Declarant, shall have the right to: (i) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and its own general business offices; (ii) maintain fluorescent-lighted or spot-lighted model homes which may be open to the public for inspection 7 days per week for such hours as the Declarant deems appropriate or necessary; (iii) conduct any other activities on Lots to benefit sales efforts; and (iv) use the parking facilities on the Common Area for parking for its employees and invitees.

Notwithstanding the foregoing, Owners and/or occupants may participate in any community-wide garage sale as the Board may approve.

Section 2. Use of Accessory Structures. No tent, shack, barn, car port, metal awnings, metal utility sheds or other building, other than a Dwelling and its garage, shall be erected on a Lot, and used temporarily or permanently as a residence. Notwithstanding the foregoing, the Declarant and, with the approval of the Declarant, a Builder, may use temporary buildings, offices or facilities in connection with the marketing, sale and construction of Units.

Section 3. Maintenance of Improvements. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the Dwelling. No Owner shall change the landscaping, exterior design or color of the Dwelling on such Owner's Lot, including the roof thereof, except in compliance with Article VIII hereof.

Section 4. Storage: Clothes Hanging. No Lot or Common Area shall be used for the storage of rubbish. Outside clothes hanging devices shall not be permitted.

Section 5. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted within the Properties other than in a garage and concealed from public view.

Section 6. Lawns. Each Lot shall be maintained in a neat condition by the Owner thereof. In this context, the word "Lot" shall include that portion of the property from the outside of the structure on the applicable Lot to the adjacent paved road surface. All Lots upon which a Unit or Dwelling has been constructed ("Improved Lots") must have grass lawns; no gravel or similar type lawns are permitted. For Improved Lots, "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched or pinestrawed areas be regularly re-mulched or re-pinestrawed and kept weeded so that its appearance is in harmony with the neighborhood. No Owner shall allow the grass on an Improved Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. For unimproved Lots, "Neat" shall require that the Lot

is maintained in a sightly condition, free of debris, rubbish, weeds and high grass and in a prudent and reasonable manner harmonious with that of other Lots within the Subdivision.

Section 7. Failure to Maintain. If an Owner fails to maintain the Lot or the improvements thereon, the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to his Lot, each Owner shall be deemed to grant access upon the Owner's Lot and Dwelling for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association or Declarant, the charge therefore and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of cats, dogs, and other household pets may be kept provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or having custody of an animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on or in the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a leash when outside the Owner's dwelling, and the Owner shall be responsible for cleaning up all droppings from their animals. The Association shall have the right to expel animals from the community for the Owner's continuing violations of the Association Documents. The Board shall also have the right to expel dogs from the community for excessive barking which in the Board's opinion is a nuisance to other Owners.

Section 9. Signs. Except as otherwise required by the Town of Zebulon or Wake County, no sign of any kind shall be displayed to the public view on any portion of any Lot without prior approval from the Association. The only signs that may be approved are: (i) One sign of not more ten (10) square feet in size advertising the Lot for sale and (ii) One sign of not more ten (10) square feet in size expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within seven (7) days after such election. No sign of any kind shall be displayed in or on the Association Common Area without the prior written consent of the Association. Signs advertising a Unit or Dwelling for lease or rent may not be displayed on any portion of a Lot or placed for public view within a Unit or Dwelling. Notwithstanding the foregoing, Declarant shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Association Common Area in connection with the development and sale of the Properties.

Section 10. Water Retention Areas. The Association shall be responsible for maintaining the portions of the storm water drainage system which are within the Common Area, including the water quality and quantity standards of the approved plans, to the extent required by law and as required by the Stormwater Agreements. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the storm water system to meet water quality and quantity design standards of the approved plans and any future governmental laws, rules or regulations.

Section 11. Vehicles, Boats and Trailers. No truck or vehicle used primarily for commercial purposes (other than those temporarily present on business), no vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no boat and no trailer may be parked within the Properties, unless kept inside a garage and concealed from public view. No parked vehicle shall be covered by a "car cover" or other similar covering unless kept inside a garage and concealed from public view. For the purpose of the preceding sentence, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less. In order to preserve the aesthetics of the development, whether or not, a boat, trailer, or vehicle of any type is adequately concealed from public view shall be determined by the Board of Directors in its sole discretion. The Association shall have the right to tow or remove any boat, trailer, or vehicle of any type which is parked within the Premises or kept on any Lot in violation of this section, at the owner's expense, and the owner of each Lot, by acceptance of their deed, does grant to the Association such an easement on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section. No vehicle of any kind may be parked on any streets within the Properties. The Association and the Declarant (during the Declarant Control Period) may have vehicles towed in violation of this Section and the cost of such shall be the responsibility of the owner the vehicle.

Section 12. Walls, Fences, and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the ARC. The design, materials and placement of all walls, fences and hedges must be approved by the ARC prior to construction pursuant to the approval requirements of Article VIII, Section 1, of this Declaration.

Section 13. Antennae and Roof Structures. No radio or other electrical towers, aerials, antennae, or other devices of any type for the reception or transmission of radio broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon. Notwithstanding the foregoing, (i) antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennae or satellite dishes designed to receive television broadcast signals which are less than one meter in diameter shall be permitted, *provided that* any such antenna or satellite dish is placed in the least conspicuous location on the Lot in which an acceptable quality signal can be received and is screened from the view of adjacent Dwelling Units, streets and Common Area in a manner consistent with the Architectural Guidelines, and is approved by the Declarant or the ARC pursuant to Article VIII of this Declaration. The Association shall be empowered to adopt rules governing the types of antennae and satellite dishes that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

Section 14. Visual Obstructions at the Intersections of Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 15. Leased Units. An Owner may lease his Unit; provided, however, that:

a) No Dwelling may be leased for a period of less than six (6) months;

b) All leases for any Dwelling Unit shall be in writing signed by the Owner and the tenant and a true executed copy of the lease shall be provided to the Association prior to the occupancy by the tenant of such Dwelling Unit.

c) All leases shall be in such form, and contain such provisions, as approved by the Board, including provisions (a) requiring the tenant to comply with the Association Documents (an example of such provision is set for the below), (b) providing that the failure of any tenant under a lease to comply with the Association Documents shall constitute an event of default under the lease, and (c) providing that the Board may exercise any and all remedies for a default under the Association Documents against the Owner and the tenant under the lease including, without limitation, the right to remove a tenant from possession of a Dwelling Unit by judicial process or otherwise

"Tenant shall obey, adhere to and be bound by all provisions of the Declaration Of Covenants, Conditions, Easements, and Restrictions for Sidney Creek, recorded in the applicable public registry for Wake County, North Carolina. Tenant acknowledges that he has received of a copy such Declaration and the rules and regulations of the Association and is familiar with the provisions of same."

d) The Board may also adopt additional reasonable rules and regulations regarding leasing.

Section 16. Minimum Size of Dwellings. All Dwellings constructed on any Lot shall have a minimum of 1,500 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling, provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided, further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

Section 17. Garages. All single-family detached Units constructed within the Properties shall contain an enclosed garage that is either detached from the Unit or permanently attached to and part of the Unit and shall be large enough to accommodate at least one automobile. Two car garages may use one double door or two single doors. Three car, front loaded garages may have one double door and single door. Side loaded garages may be fitted with any combination of doors. Garage doors shall remain closed at all times except when necessary for ingress and egress.

Section 18. Seasonal or Holiday Decorations. Holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or residential dwelling within a reasonable period of time after such holiday passes. The ARC has the sole discretion to determine what is a reasonable period of time for seasonal or holiday decorations to exist after the holiday passes and its determination shall be final.

Section 19. Window Coverings. All drapes, curtains or other similar materials hung at windows so as to be visible from outside the home shall be of a white or neutral background material.

Section 20. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any sites shall be clear, white or non-frosted lights or bulbs. Light wattage and placement shall be approved by the ARC.

Section 21. Service Utilities, Fuel Tanks, Wood Piles, Trash. All service utilities, fuel tanks, wood piles and trash and garbage containers are to be enclosed within a fence, wall or plant screen of a type and size approved by the Declarant or the ARC, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision.

Section 22. Curbside Maintenance. Each Owner shall have a duty and obligation to maintain the roadside curbing, swales and driveway culverts along the front of their Lot, and in the case of corner lots, along the side abutting roadways, in the same condition as originally installed by the Declarant. In the event any Owner shall fail to do so, the Association after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. Provided, however, that during the Development Period, the Declarant shall have the option of repairing or replacing damaged curbing, swales or driveway culverts to their original condition, and the cost of such repairs or replacement shall constitute a lien in favor of the Declarant against the lot adjacent to where the repairs or replacements were effected. If such maintenance is undertaken by the Association or Declarant, the charge therefore and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof.

Section 23. Flags. Except as may be permitted by the Architectural Review Committee, no Owner shall construct, install, erect, or maintain upon any Lot any flag (including flags of the United States of America or the State of North Carolina) or freestanding flagpole (provided, flags [including the United States of America or the State of North Carolina] may be displayed using a bracket or other approved device mounted to a dwelling so long as the size of the flag displayed does not exceed a standard size as same may be determined by the Architectural Review Committee).

Section 24. Rights of way. If any Owner places any improvement or structure in the right-of-way, then if requested by the North Carolina Department of Transportation or the Declarant or the Association or any governmental regulatory agency, the Declarant or the Association shall have the right to remove such improvement or structure even if ARC had approved installation of such improvement or structure.

Section 25. Above Ground Swimming Pools. No above ground swimming pool shall be erected, constructed, placed or permitted to remain on any Lot.

Section 26. Outdoor Fires/Burning. Outside burning of trash, leaves, debris or other materials is prohibited. Owners may burn wood in an outdoor fire pit, provided the fire pit must first be approved by the Declarant, Board, or ARC, as applicable. The restrictions contained in this Section 26 shall not apply to Declarant.

Section 27. Solar Panels. Solar panels shall be prohibited on the front side of each Dwelling which faces the street. All other solar panels must be approved by Declarant during the Declarant Control Period and the thereafter by the ARC.

Section 28. Parking. Parking on the street or rights-of-way shall be prohibited for a period of longer than 24 hours. The Declarant or the Association shall have the right to enforce this provision and create more restrictive parking regulations.

Section 29. Deviations. Declarant at its sole discretion, is hereby permitted to approve deviations to restrictions in Article XII in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions for that certain Lot only.

ARTICLE XIII
STORMWATER AGREEMENTS RESPONSIBILITIES AND COVENANTS

Section 1. Administration of the Stormwater Agreements. The oversight, supervision, management and administration of the Stormwater Agreements shall be the sole responsibility of the Association. The Association's duties with respect to the Stormwater Agreements shall be carried out in accordance with the terms and conditions of the Association Documents; the Stormwater Agreements; and the Town of Zebulon Street and Storm Drainage Standards & Specifications Manual. The Architectural Review Committee shall review plans for Improvements for compliance with the built-upon area limits set forth in this Declaration. The plans submitted by Owners must include all proposed built-upon area. Any approvals given by the ARC do not relieve the Owner of the responsibility to comply with any permitted built-upon area restrictions set forth in the Stormwater Agreements and this Declaration.

Section 2. Transfer to and Acceptance by Association. If any Stormwater Agreements are issued to Declarant, Declarant shall transfer the Stormwater Agreement and Declarant's responsibilities thereunder to the Association. The Association shall accept the transfer from Declarant of the Stormwater Agreement and the responsibilities thereunder.

Section 3. Association Indemnification. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine, suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as the responsible party under the Stormwater Agreements. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant from and after the date Declarant tenders transfer of the Stormwater Agreements to the Association. From and after the transfer of Declarant's responsibilities under the Stormwater Agreements and from and after transfer of the Stormwater Agreement from Declarant to the Association, the oversight, supervision, management and administration of the Stormwater Agreement shall be the sole responsibility of the Association

Section 4. Easement for Upkeep and Enforcement. The Association hereby is granted and conveyed an easement over, under and upon each Lot for the purpose of access to and upkeep of all Stormwater Facilities and to enforce all requirements of the Stormwater Agreements. In the event Declarant annexes additional property into the Property, the Association shall have, and hereby is granted and conveyed, an easement over, under and upon each annexed Lot for the purpose of access to and maintenance of all Stormwater Facilities located upon such additional property and to enforce all requirements of the Stormwater Agreements.

Section 5. Stormwater Covenants. To ensure ongoing compliance with the Stormwater Agreements and any other applicable stormwater regulations, the following covenants and restrictions are hereby imposed upon the Property:

(a) Owners shall not construct any improvements on their Lots or the Common Area or otherwise use any portion of the Property in a manner that violates the terms of the Stormwater Agreements.

(b) The maximum allowable built-upon area per Lot is 5,000 square feet. This allotted amount includes any built-upon area constructed within the property boundaries of a Lot and that portion of the right of way between the front Lot line and the edge of the pavement of any street abutting such Lot. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include a raised, open deck, or the water surface of swimming pools.

(c) In the event an Owner or Builder damages the Stormwater Facilities, the Association may perform such work to repair or replace the Stormwater Facilities and assess all costs incurred by the Association against the Lot and the Owner or Builder in accordance with Article V, Section 6.

Section 6. Each Owner of a Lot which borders a water retention area, drainage easement or drainage swale area shall be responsible to maintain any portion of that Owner's lot lying within a retention area, drainage easement, or drainage swale area in compliance with the Stormwater Agreements and free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area. No structure of any type shall be permitted within the water retention areas, drainage easements or drainage swale areas. Swimming and bathing in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and

charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. During the Development Period, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing.

Except as otherwise specifically provided in this Declaration, this Declaration may be amended only by the affirmative vote of, or written agreement signed by, Owners of Lots to which at least sixty-seven percent (67%) of the total votes in the Association are allocated, and Declarant's written consent during the Development Period.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Amendments to this Declaration shall become effective upon recordation in the office of the Register of Deeds of Wake County unless a later effective date is specified therein. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege during the Development Period.

Section 4. Interpretation. Headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any provision hereof. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the word "including" shall mean "including, without limitation". This Declaration and the provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina.

Section 5. Subdivision of Lots. No Lot within the Subdivision may be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded plat, except by or with the consent of the Declarant and, if required, by the appropriate governmental authority.

Section 6. Declarant's Right To Change Development. With the approval of the appropriate governmental authority, and subject only to such terms and conditions as said authority may impose, Declarant shall have the right, without consent or approval of the Owners, to create Lots and Units, add Common Area, and reallocate Lots or Units within the Properties. Declarant may convert any Lot or Lots or any other property subject to these restrictions to use as a roadway and/or road right-of-way.

Section 7. Right to Dedicate Streets. In the event that the streets and roadways providing access to the Sidney Creek Subdivision are accepted as public roads by the North Carolina Department of Transportation, then and in that event, the Declarant and/or the Association may petition the North Carolina Department of Transportation to accept the streets and roadways within the Sidney Creek Subdivision as public roads. Declarant shall maintain the streets until such time as the streets are accepted for maintenance by the appropriate governmental authority.

Section 8. Rules and Regulations: Enforcement. The Board shall have the authority to adopt additional rules and regulations governing the use of the Common Area and the Lots within the Subdivision and shall furnish a written copy of said rules and regulations to the Owners of each Lot at least fifteen (15) days before such rules and regulations become effective.

In addition to any other rights and remedies that the Association may have, the Association may impose sanctions for a violation of the Association Documents subject to the notice of hearing, evidence, and appeals procedures set forth in §47F-3-107.1 of the Act, which sanctions may include, without limitation, reasonable monetary fines not to exceed One Hundred Dollars ($100.00), provided that an additional fine of up to One Hundred Dollars ($100.00) per day may be imposed for each day more than five (5) days after the decision that the violation occurs, which shall constitute a lien upon the Lot of the violator, and suspension of the right to vote and the right to use the Common Area and any facilities thereon.

In addition, as provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use any Common Area and recreational facility within the Properties if the Owner is more than 30 days delinquent in paying any assessment or other charge due to the Association.

The Association shall at all times have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the Architectural Guidelines applicable to the Properties. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal this 9th day of March, ~~2021~~ 2022

DAN RYAN BUILDERS – NORTH CAROLINA, LLC

By: _____ (SEAL)
Name: Jay C. Lewis
Title: Vice-President

STATE OF NORTH CAROLINA
COUNTY OF Wake

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Jay C. Lewis.

Date: 3-9-2022

Amanda L. Martinez
Signature of Notary Public

Amanda L. Martinez
Notary's printed or typed name

My commission expires: 8-13-2024

(Official Seal)

AMANDA L MARTINEZ
Notary Public, North Carolina
Wake County
My Commission Expires
August 13, 2024

Notary seal or stamp must appear within this box.

EXHIBIT "A"

EXHIBIT A

Legal Description of Property

Lying in the Little River Township, Wake County, North Carolina, and being more particularly described as follows:

Being all of the numbered Lots and all common area and open space and future development space, including without limitation the right of way of all roads, in Sidney Creek, Phase 1-A, as shown on that map recorded in Book of Maps 2022, Pages 215-222, Wake County Registry.

BK019398PG00669

WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07-31-2023 AT 16:49:14

BOOK: 019398 PAGE: 00669 - 00671

Prepared by and return to: Moore & Alphin, PLLC, 3733 National Dr, Ste 100, Raleigh, NC 27612

STATE OF NORTH CAROLINA
WAKE COUNTY

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS EASEMENTS AND RESTRICTIONS FOR SIDNEY CREEK

This First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Sidney Creek (hereinafter "Declaration") is made and entered into as of the date set forth in the notary acknowledgment, by **DRB Group North Carolina, LLC** a North Carolina limited liability company as Declarant.

WITNESSETH:

WHEREAS, DRB Group North Carolina, LLC is the Declarant under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Sidney Creek recorded in Book 18950, Page 1159, Wake County Registry; and

WHEREAS, Section 3 of Article XIV of the Declaration provides that "during the Development Period, Declarant may unilaterally amend this Declaration for any purpose."

WHERAS, the Development Period, as defined in Article I, Section 7 of the Declaration, has not yet terminated; and

WHEREAS, the Declarant now wishes to amend the Declaration as herein provided below;

NOW, THEREFORE, pursuant to the provisions of Article XIV of the Declaration, Declarant hereby amends the Declaration as follows:

Submitted electronically by "Moore & Alphin, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

1. Section 10 of Article V is hereby deleted in it entirety and replaced with the following:

"Initial Capital Contribution. At the time of closing of the initial sale of each Dwelling constructed on a Lot, a working capital contribution in an amount as determined by the Board from time to time shall be collected from the purchaser at the closing of such sale for the benefit of the Association (or if not collected at the closing, shall be paid immediately on demand by the Association). The purpose of such working capital contribution is to ensure that the Association will have adequate cash available to defray operating costs, meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid to the Association pursuant to this Section shall not be considered as an advance payment of any regular assessment. The working capital contribution may be established, increased or decreased in the sole and exclusive discretion of the Board.

(a) Initial Capital Contributions for Dwellings subject to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Sidney Creek Townhomes recorded in Book 18950, Page 2021, Wake County Register of Deeds (including any amendments or supplements thereto, collectively the "Townhome Declaration") shall be pursuant to the terms provided in the Townhome Declaration.

(b) Initial Capital Contributions for Dwellings subject to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Sidney Creek Elevate recorded in Book 18950, Page 1993, Wake County Register of Deeds (including any amendments or supplements thereto, collectively the "Elevate Declaration") shall be pursuant to the terms provided in the Elevate Declaration.

(c) As of the date of this Amendment, a total amount of $1,000.00 shall be collected from the purchaser at the closing of a Dwelling not subject to the Townhome Declaration or the Elevate Declaration to be allocated to the Master Association.

2. Except as specifically amended herein, the Declaration shall remain and continue in full force and effect.

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

[signatures on following page]

DECLARANT:

DRB GROUP NORTH CAROLINA, LLC
A North Carolina limited liability company

By: _____
Name: MITCH BARRON
Title: DIV. VP of LAND DEVELOPMENT

State of North Carolina - County of Granville

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mitch Barron (Name)

Date: 7/27/2023

DaNita Lehman
DaNita Lehman Notary Public
(Print Name)
My Commission Expires: August 9, 2025

[Official Seal]



BK019398PG00672

WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07-31-2023 AT 16:49:15

BOOK: 019398 PAGE: 00672 - 00674

Prepared by and return to: Moore & Alphin, PLLC, 3733 National Dr, Ste 100, Raleigh, NC 27612

STATE OF NORTH CAROLINA
WAKE COUNTY

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS EASEMENTS AND RESTRICTIONS FOR SIDNEY CREEK TOWNHOMES

This First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Sidney Creek Townhomes (hereinafter "Townhome Declaration") is made and entered into as of the date set forth in the notary acknowledgment, by **DRB Group North Carolina, LLC** a North Carolina limited liability company as Declarant.

WITNESSETH:

WHEREAS, DRB Group North Carolina, LLC is the Declarant under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Sidney Creek recorded in Book 18950, Page 2021, Wake County Registry; and

WHEREAS, Section 2 of Article XII of the Declaration provides that "during the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose."

WHERAS, the Declarant Control Period, as defined in Article I, Section 7 of the Declaration, has not yet terminated; and

WHEREAS, the Declarant now wishes to amend the Declaration as herein provided below;

NOW, THEREFORE, pursuant to the provisions of Article XII of the Declaration, Declarant hereby amends the Declaration as follows:

Submitted electronically by "Moore & Alphin, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

1. Section 10 of Article V is hereby deleted in it entirety and replaced with the following:

"Working Capital Fund. At the time of closing of the initial sale of each Dwelling constructed on a Lot, a working capital contribution in an amount as determined by the Board from time to time shall be collected from the purchaser at the closing of such sale for the benefit of the Association (or if not collected at the closing, shall be paid immediately on demand by the Association). The purpose of such working capital contribution is to ensure that the Association will have adequate cash available to defray operating costs, meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid to the Association pursuant to this Section shall not be considered as an advance payment of any regular assessment. The working capital contribution may be established, increased or decreased in the sole and exclusive discretion of the Board.

As of the date of this Amendment, a total amount of $500.00 shall be collected from the purchaser at the closing of a Dwelling subject the Townhome Declaration to be allocated as $250.00 Working Capital contribution to the Master Association and $250.00 Working Capital contribution to the Townhome Sub-Association.

2. Except as specifically amended herein, the Declaration shall remain and continue in full force and effect.

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

[signatures on following page]

DECLARANT:

DRB GROUP NORTH CAROLINA, LLC
A North Carolina limited liability company

By: _____
Name: MITCH BARRON
Title: DIV. VP OF LAND DEVELOPMENT

State of North Carolina - County of Granville

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mitch Barron (Name)

Date: 7/27/2023

DaNita Lehman
DaNita Lehman Notary Public
(Print Name)
My Commission Expires: August 09, 2025

[Official Seal]



WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07-31-2023 AT 16:49:16

BOOK: 019398 PAGE: 00675 - 00677

Prepared by and return to: Moore & Alphin, PLLC, 3733 National Dr, Ste 100, Raleigh, NC 27612

STATE OF NORTH CAROLINA
WAKE COUNTY

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS EASEMENTS AND RESTRICTIONS FOR SIDNEY CREEK ELEVATE

This First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Sidney Creek Elevate (hereinafter "Elevate Declaration") is made and entered into as of the date set forth in the notary acknowledgment, by **DRB Group North Carolina, LLC** a North Carolina limited liability company as Declarant.

WITNESSETH:

WHEREAS, DRB Group North Carolina, LLC is the Declarant under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Sidney Creek recorded in Book 18950, Page 1993, Wake County Registry; and

WHEREAS, Section 2 of Article XII of the Declaration provides that "during the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose."

WHERAS, the Declarant Control Period, as defined in Article I, Section 7 of the Declaration, has not yet terminated; and

WHEREAS, the Declarant now wishes to amend the Declaration as herein provided below;

NOW, THEREFORE, pursuant to the provisions of Article XII of the Declaration, Declarant hereby amends the Declaration as follows:

Submitted electronically by "Moore & Alphin, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

1. Section 10 of Article V is hereby deleted in it entirety and replaced with the following:

"Working Capital Fund. At the time of closing of the initial sale of each Dwelling constructed on a Lot, a working capital contribution in an amount as determined by the Board from time to time shall be collected from the purchaser at the closing of such sale for the benefit of the Association (or if not collected at the closing, shall be paid immediately on demand by the Association). The purpose of such working capital contribution is to ensure that the Association will have adequate cash available to defray operating costs, meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid to the Association pursuant to this Section shall not be considered as an advance payment of any regular assessment. The working capital contribution may be established, increased or decreased in the sole and exclusive discretion of the Board.

As of the date of this Amendment, a total amount of $1,000.00 shall be collected from the purchaser at the closing of a Dwelling subject the Elevate Declaration to be allocated as $500.00 Working Capital contribution to the Master Association and $500.00 Working Capital contribution to the Elevate Sub-Association.

2. Except as specifically amended herein, the Declaration shall remain and continue in full force and effect.

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

[signatures on following page]

DECLARANT:

DRB GROUP NORTH CAROLINA, LLC
A North Carolina limited liability company

By: _____
Name: MITCH BARRON
Title: DIV VP OF LAND DEVELOPMENT

State of North Carolina - County of Granville

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mitch Barron (Name)

Date: 7/27/2023

DaNita Lehman
DaNita Lehman Notary Public
(Print Name)
My Commission Expires: August 09, 2025

[Official Seal]

DANITA LEHMAN
NOTARY PUBLIC
GRANVILLE COUNTY, N.C.
COMMISSION EXPIRES AUG. 09, 2025

WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06-01-2023 AT 15:07:01

BOOK: 019349 PAGE: 02768 - 02772

SUPPLEMENTAL DECLARATION

Grantor: DRB Group North Carolina, LLC f/k/a Dan Ryan Builders - North Carolina, LLC

Grantee: Sidney Creek

Prepared By: Moore & Alphin, PLLC (CT) and Moore & Alphin, PLLC (23-SC8-DRB)

Return to: DRB Group North Carolina, LLC
3000 RDU Center Dr., Ste. 202
Morrisville, NC 27560

Submitted electronically by "Moore & Alphin, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SIDNEY CREEK

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SIDNEY CREEK (the "Supplemental Declaration") is made and executed effective as of the 31st day of MAY, 2023 by **DRB Group North Carolina, LLC f/k/a Dan Ryan Builders – North Carolina, LLC**, a North Carolina limited liability company, 3000 RDU Center Dr., Ste. 202, Morrisville, NC 27560 ("Declarant").

Recitals

Declarant has made and executed that certain Declaration of Covenants, Conditions, Easements and Restrictions for Sidney Creek dated March 9, 2022 and recorded in Book 18950, Page 1159, Wake County Registry (the "Declaration"). Each term defined in the Declaration shall have the same meaning in this First Supplemental Declaration as is ascribed to it in the Declaration unless otherwise expressly defined herein.

The Declaration provides that Declarant may amend, modify and/or supplement the Declaration from time to time for the purposes of, among other things, expanding the Subdivision to include Additional Property.

Declarant desires to amend, modify and/or supplement the Declaration for the purpose expanding the Subdivision to include the Additional Property described below.

NOW, THEREFORE, Declarant does hereby amend, modify and/or supplement the Declaration as follows:

1. Additional Property. Declarant hereby expands the Subdivision to include all of the real property located in Wake County, North Carolina identified and described on the attached **Exhibit A** which is incorporated herein by this reference, together with any and all improvements thereon or thereto (the "Additional Property"). Subject to the rights of Declarant established and/or reserved in the Declaration, Declarant does further declare that all of the Additional Property, including each Lot and all Common Elements located thereon, shall be hereafter owned, held, occupied, improved, used, mortgaged, transferred, sold, leased, rented and/or conveyed subject to and in accordance with all of the covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth in the Declaration, as herein amended, modified and/or supplemented, to the extent not inconsistent with the provisions of the Act and/or other applicable law. The purpose of the Declaration, as herein amended, modified and/or supplemented, shall be to enhance and protect the value, use, enjoyment and desirability of the Property, specifically including the Additional Property. The Declaration, as herein amended, modified and/or supplemented, and all of the covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth in the Declaration, as herein amended, modified and/or supplemented, shall run with the Property, specifically including the Additional Property, including each Lot and all Common Elements, and shall be binding upon and inure to the use, benefit and enjoyment of each Person having any right, title and/or interest in or to the Property, specifically including the Additional Property, including Declarant, each owner of a Lot, the Association and their respective heirs, successors and/or assigns.

2. Definitions. When and as used in the Declaration,

a. "Additional Property" shall mean any tract(s) or parcel(s) of land, exclusive of the Initial Property, the property described on the attached Exhibit B, that Declarant shall, at any time during the Period of Declarant Control, make subject to the provisions of the Declaration for the purpose of creating additional Lots, Common Elements and/or Streets as provided in **Section 2** of the Declaration.

b. "Property" shall mean all of the Initial Property, all the property described in the First Supplemental Declaration, and all of the Additional Property and such Additional Property, if any, as shall be made subject to the provisions of the Declaration from time to time as provided in **Section 2** of the Declaration.

c. "Subdivision Plat" shall mean each of those certain plats of survey recorded by Declarant in the office of the Register of Deeds of Wake County, North Carolina in Book of Maps 2022, Pages 215-222; Book of Maps 2022, Pages 1686-1693; Book of Maps 2022, Pages 2297-2301 and Book of Maps 2023, Pages 51-55, as amended, modified and/or supplemented by any Supplemental Plat.

3. Legal Effect. Except to the limited extent expressly amended, modified and/or supplemented herein, all of the covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes contained in the Declaration shall remain in full force and legal effect.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed by its duly authorized Managers effective as of the day and year first above written.

DRB Group North Carolina, LLC, a North Carolina limited liability company

By: Paul J. Yeager (Seal)
Name: PAUL J. YEAGER
Title: EVP

State of MARYLAND
County of MONTGOMERY

I, the undersigned Notary Public of the State and County aforesaid, do hereby certify that PAUL J. YEAGER **(name)** personally appeared before me this day and acknowledged that he/she is a EVP **(title)** of DRB Group North Carolina, LLC, a North Carolina limited liability company, and that, by authority duly given, he/she voluntarily signed the foregoing instrument for and on behalf of DRB Group North Carolina, LLC in the capacity indicated. Witness my hand and official stamp or seal, this the 31st day of MAY, 2023.

(Stamp/Seal)

KIMBERLY A. SYCALIK
Notary Public
State of Maryland
Frederick County
My commission exp. October 21, 2023

Kimberly A Sycalik
Signature of Notary Public

KIMBERLY A. SYCALIK
Printed or Typed Name of Notary Public

My Commission Expires: 10/21/2023

Exhibit B

Additional Property

Lying in the Little River Township, Wake County, North Carolina, and being more particularly described as follows:

Being all of the numbered Lots and all common area and open space and future development space, including without limitation the right of way of all roads, in Sidney Creek, Phase 1-B, as shown on the maps recorded in Book of Maps 2022, Pages 2297-2301 and in Book of Maps 2023, Pages 51-55, Wake County Registry.

WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06-01-2023 AT 15:07:02

BOOK: 019349 PAGE: 02773 - 02777

SUPPLEMENTAL DECLARATION

Grantor: DRB Group North Carolina, LLC f/k/a Dan Ryan Builders - North Carolina, LLC

Grantee: Sidney Creek Townhomes

Prepared By: Moore & Alphin, PLLC (CT) and Moore & Alphin, PLLC (23-SC8-DRB)

Return to: DRB Group North Carolina, LLC
3000 RDU Center Dr., Ste. 202
Morrisville, NC 27560

Submitted electronically by "Moore & Alphin, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR SIDNEY CREEK TOWNHOMES

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR SIDNEY CREEK TOWNHOMES (the "Supplemental Declaration") is made and executed effective as of the 31st day of MAY, 2023 by **DRB Group North Carolina, LLC f/k/a Dan Ryan Builders – North Carolina, LLC**, a North Carolina limited liability company, 3000 RDU Center Dr., Ste. 202, Morrisville, NC 27560 ("Declarant").

Recitals

Declarant has made and executed that certain Declaration of Covenants, Conditions, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS for Sidney Creek Townhomes dated March 9, 2022 and recorded in Book 18950, Page 2021, Wake County Registry (the "Declaration"). Each term defined in the Declaration shall have the same meaning in this First Supplemental Declaration as is ascribed to it in the Declaration unless otherwise expressly defined herein.

The Declaration provides that Declarant may amend, modify and/or supplement the Declaration from time to time for the purposes of, among other things, expanding the Subdivision to include Additional Property.

Declarant desires to amend, modify and/or supplement the Declaration for the purpose expanding the Subdivision to include the Additional Property described below.

NOW, THEREFORE, Declarant does hereby amend, modify and/or supplement the Declaration as follows:

1. Additional Property. Declarant hereby expands the Subdivision to include all of the real property located in Wake County, North Carolina identified and described on the attached **Exhibit A** which is incorporated herein by this reference, together with any and all improvements thereon or thereto (the "Additional Property"). Subject to the rights of Declarant established and/or reserved in the Declaration, Declarant does further declare that all of the Additional Property, including each Lot and all Common Elements located thereon, shall be hereafter owned, held, occupied, improved, used, mortgaged, transferred, sold, leased, rented and/or conveyed subject to and in accordance with all of the covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth in the Declaration, as herein amended, modified and/or supplemented, to the extent not inconsistent with the provisions of the Act and/or other applicable law. The purpose of the Declaration, as herein amended, modified and/or supplemented, shall be to enhance and protect the value, use, enjoyment and desirability of the Property, specifically including the Additional Property. The Declaration, as herein amended, modified and/or supplemented, and all of the covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth in the Declaration, as herein amended, modified and/or supplemented, shall run with the Property, specifically including the Additional Property, including each Lot and all Common Elements, and shall be binding upon and inure to the use, benefit and enjoyment of each Person having any right, title and/or interest in or to the Property, specifically including the Additional Property, including Declarant, each owner of a Lot, the Association and their respective heirs, successors and/or assigns.

2. Definitions. When and as used in the Declaration,

a. "Additional Property" shall mean any tract(s) or parcel(s) of land, exclusive of the Initial Property, the property described on the attached Exhibit B, that Declarant shall, at any time during the Period of Declarant Control, make subject to the provisions of the Declaration for the purpose of creating additional Lots, Common Elements and/or Streets as provided in **Section 2** of the Declaration.

b. "Property" shall mean all of the Initial Property, all the property described in the First Supplemental Declaration, and all of the Additional Property and such Additional Property, if any, as shall be made subject to the provisions of the Declaration from time to time as provided in **Section 2** of the Declaration.

c. "Subdivision Plat" shall mean each of those certain plats of survey recorded by Declarant in the office of the Register of Deeds of Wake County, North Carolina in Book of Maps 2022, Pages 215-222; Book of Maps 2022, Pages 1686-1693; Book of Maps 2022, Pages 2297-2301 and Book of Maps 2023, Pages 51-55, as amended, modified and/or supplemented by any Supplemental Plat.

3. Legal Effect. Except to the limited extent expressly amended, modified and/or supplemented herein, all of the covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes contained in the Declaration shall remain in full force and legal effect.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed by its duly authorized Managers effective as of the day and year first above written.

DRB Group North Carolina, LLC, a North Carolina limited liability company

By: Paul J. Yeager (Seal)
Name: PAUL J. YEAGER
Title: EVP

State of MARYLAND
County of MONTGOMERY

I, the undersigned Notary Public of the State and County aforesaid, do hereby certify that PAUL J. YEAGER **(name)** personally appeared before me this day and acknowledged that he/she is a EVP **(title)** of DRB Group North Carolina, LLC, a North Carolina limited liability company, and that, by authority duly given, he/she voluntarily signed the foregoing instrument for and on behalf of DRB Group North Carolina, LLC in the capacity indicated. Witness my hand and official stamp or seal, this the 31ST day of MAY, 2023.

(Stamp-Seal)

KIMBERLY A. SYCALIK
Notary Public
State of Maryland
Frederick County
My commission exp. October 21, 2023

Kimberly A Sycalik
Signature of Notary Public

KIMBERLY A SYCALIK
Printed or Typed Name of Notary Public

My Commission Expires: 10/21/2023

Exhibit B

Additional Property

Lying in the Little River Township, Wake County, North Carolina, and being more particularly described as follows:

All of Lots 250-269 & 215-230, Sidney Creek, Phase 1-B as shown on the plat recorded in Book of Maps 2023, Pages 51-55, Wake County Registry, reference to which is hereby made for a more particular description.