

Submitted electronically by John M Davis Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Franklin County Register of Deeds.

Prepared by and Mail to:
Michael S. Yopp, Esq.
Michael S. Yopp, Attorney at Law, P.A.
5630 Six Forks Road, Suite 201
Raleigh, North Carolina 27609

NORTH CAROLINA
FRANKLIN COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SPRING HILL ESTATES SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants, Conditions and Restrictions for Spring Hill Estates Subdivision (the or this “Declaration”) is made and entered into on this 14 day of December, 2023, by AWNC Development, LLC, a North Carolina limited liability company (hereinafter referred to as the “Declarant”).

RECITALS

1. Declarant is the owner of the real property described in Article One of this Declaration and desires to create thereon a residential subdivision known as Spring Hill Estates.
2. Declarant desires to provide for the preservation of the values and, to this end, desires to subject the real property described in Article One hereafter to the covenants, conditions and restrictions hereinafter set forth, each and all of which is, and are, for the benefit of said real property and each owner of a portion thereof.\
3. Chapter 47F of the North Carolina General Statutes, the North Carolina Planned Community Act, does not apply to this residential subdivision.

DECLARATION

NOW THEREFORE, the Declarant declares that the real property described in Article

One hereafter, and any additions thereto, is and shall be held, used, transferred, sold, conveyed and occupied subject to the terms, conditions and provisions of the covenants, conditions and restrictions which shall run with, burden and bind the Property as hereinafter set forth.

ARTICLE ONE:
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, used, transferred, sold, conveyed and occupied subject to this Declaration (the “Existing Property”) is located in Franklin County, North Carolina, is or will be commonly known as Spring Hill Estates Subdivision, and is more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

ARTICLE TWO:
DEFINITIONS

Section 2.1 Definitions. The following words when used in this Declaration or any amended Declaration (unless the context shall require otherwise) shall have the following meanings:

a. “Accessory Building” shall mean and refer to any structure constructed on any Lot for the storage of personal property of any Owner related to their use and occupation of a Dwelling Unit. An Accessory Building shall not be occupied as a Dwelling Unit but shall be built on a permanent foundation and to the extent required by law constructed in accordance with applicable building codes.

b. “Declarant” shall mean and refer to AUNC Development, LLC, a North Carolina limited liability company, its successors and assigns, and any person or entity who is specifically assigned the rights and interests of Declarant hereunder or under a separate instrument executed by the Declarant and any such assignee, and recorded in the Office of the Franklin County Register of Deeds.

c. “Dwelling Unit” shall mean and refer to any improvement or portion thereof situated on an improved Lot intended for use and occupancy as one (1) single family dwelling, irrespective of the number of Owners thereof (or the form of ownership) located within the Property and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family detached homes. Where appropriate by context, the term shall include both the improvements and the real property on which the improvements are situated. Dwelling Unit shall not include an Accessory Building as that term is hereinabove defined.

d. “Existing Property” shall have the meaning assigned to it in Article One of this Declaration.

e. “Land” shall be synonymous with Property as that term is herein defined.

f. “Living Area” shall mean and refer to those heated and/or air-conditioned areas within a Dwelling Unit, which shall not include garages, carports, porches, patios, terraces, or unfinished attic or basements.

g. “Lot” or “Lots” shall mean and refer to any improved or unimproved numbered parcel of land within the Property which is intended for use as a site for a Dwelling Unit, as shown upon any Recorded Plat of any part of the Property and indicated or labeled thereon as a “Lot”. No portion of the Property shall be developed as a Dwelling Unit until designated as a Lot on a Recorded Plat.

h. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated within the Property. Notwithstanding any applicable theory of any lien or mortgage law, “Owner” shall not mean or refer to any mortgagee or trust beneficiary unless and until such mortgagee or trust beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. Notwithstanding the number of Owners of a Lot, for purposes of consent, voting or other action to be taken under this Declaration each Lot shall have a single vote.

i. “Plat” shall mean and refer to that certain plat of survey entitled MINOR SUBDIVISION PLAT FOR SPRING HILL ESTATES SUBDIVISION prepared by CMP Professional Land Surveyors recorded in Map Book 2023, Page 330, in the Office of the Franklin County Register of Deeds, which plat of survey depicts all of the Property to be encumbered and benefited by this Declaration at the time of the recording hereof.

j. “Property” shall mean and refer to all the Existing Property.

k. “Recorded Instrument” shall mean and refer to any document pertaining to the Property, or any portion thereof, recorded in the Office of the Franklin County Register of Deeds and executed by the Declarant to show its consent thereto (and by any other Owner(s) of property described therein and affected thereby if different). In any case in which the designation or description of the same property described in two different Recorded Instruments is different (for example, legal boundaries of areas are described differently in different Recorded Instruments), the designation and description on the later-recorded of the Recorded Instruments shall control.

l. “Recorded Plat” shall mean and refer to any map of the Property, or any portion thereof, recorded in the Office of the Franklin County Register of Deeds and executed by the Declarant to show its consent thereto (and any Owner(s) of such property if different). In any case in which the designation and/or boundary lines of the same property shown on two different Recorded Plats are different (for example, boundary lines are shown differently on two different Recorded Plats), the designation and boundary lines on the later-recorded of the Recorded Plats shall control.

ARTICLE THREE: GENERAL PROVISIONS

Section 3.1 Duration. The covenants and restrictions of this Declaration shall run with the Land, and shall inure to the benefit of, and be enforceable by, any Owner, its and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless terminated as hereinafter set forth. This Declaration may be amended in accordance with the provisions of

Article Eight hereof. Amendments made in conformity with that Article may alter any portion of the Declaration hereof, including but not limited to the duration and amendment provisions hereof.

Notwithstanding anything to the contrary appearing in this Declaration, this Declaration shall not be subject to termination for a period of ten (10) years from the date of recording of this Declaration. Thereafter, the termination of this Declaration shall require the assent of at least eighty percent (80%) of the Lot Owners, taken at a meeting duly called and held for this purpose, and shall be evidenced by a termination agreement recorded in the Office of the Franklin County Register of Deeds.

Section 3.2 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, addressed to the person at the last known property address of the person who appears as Owner, or in the alternative the notice may be sent to the address listed on the Franklin County tax records at the time of mailing. The sender shall not be required to cause title to any Lot to be examined. Notice to any one of the Owners, if title to a Lot is held by more than one, shall constitute notice to all Owners of that Lot. Such notices may be, but shall not be required to be, sent by registered or certified mail return receipt requested unless otherwise required by law.

Section 3.3 Enforcement. Any Owner may enforce these covenants, conditions and restrictions. When an Owner fails to comply with the covenants, conditions and restrictions contained herein, the Declarant and/or any Owner are entitled to enforce the terms hereof. Enforcement of these covenants, conditions and restrictions may be by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant, conditions or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by these covenants, conditions and restrictions; and failure by the Declarant or any Owner to enforce any covenant, conditions or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 3.4 Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

ARTICLE FOUR: ADDITIONAL RIGHTS RESERVED TO DECLARANT

Section 4.1 Withdrawal of Property. The Declarant reserves the right to amend this Declaration, so long as it is the Owner of a Lot, for the purpose of removing any portion of the Property which has not yet been improved with structures from the coverage of this Declaration. Such amendment shall not require the consent of any person other than the Owner(s) of the Property to be withdrawn.

Section 4.2 Right to Transfer or Assign Declarant Rights. Any or all of the rights and obligations of the Declarant set forth in this Declaration may be transferred in whole or in part to other persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration. No such transfer or assignment shall be effective

unless it is in a written instrument signed by the Declarant, and by the assignee, and duly recorded in the Office of the Franklin County Register of Deeds.

Section 4.3 Marketing. Until such time as the last Lot is conveyed by Declarant, Declarant shall be entitled to engage in all reasonable activities intended to market and sell Lots. Such right shall continue until Declarant no longer owns any Lots in the Property or until expiration of ten (10) years from the date of recording of this Declaration, whichever event first occurs.

ARTICLE FIVE: JOINT DRIVEWAY EASEMENT

The Joint Driveway Easement located on Lots 1 and 2 shown on the Recorded Plat serves and exists for the use and benefit of Lot 1 and Lot 2 only, and the Joint Driveway Easement located on Lots 3 and 4 shown on the Recorded Plat serves and exists for the use and benefit of Lot 3 and 4 only. The purpose of the Joint Driveway Easement on Lots 1 and 2 is to provide for the ingress, egress and regress of pedestrian and vehicular access and traffic from and to Arthur Wilder Road (NCSR 1638) to and from Lots 1 and 2, all as shown, including the width and location of said Joint Driveway Easement, on the Recorded Plat. The purpose of the Joint Driveway Easement on Lots 3 and 4 is to provide for the ingress, egress and regress of pedestrian and vehicular access and traffic from and to Arthur Wilder Road (NCSR 1638) to and from Lots 3 and 4, all as shown, including the width and location of said Joint Driveway Easement, on the Recorded Plat. The Owner of Lot 1 and the Owner of Lot 2 shall have the right of, and shall enjoy, ingress, egress and regress of pedestrian and vehicular access, passage and traffic over and across the Joint Driveway Easement located on Lots 1 and 2 as shown on the Recorded Plat. The Owner of Lot 3 and the Owner of Lot 4 shall have the right of, and shall enjoy, ingress, egress and regress of pedestrian and vehicular access, passage and traffic over and across the Joint Driveway Easement located on Lots 3 and 4 as shown on the Recorded Plat. This Declaration does not dedicate any Joint Driveway Easement to the general public. No Lot Owner shall block or gate any Joint Driveway Easement. No Lot Owner shall impede, limit or restrict access to or passage along and within any Joint Driveway Easement. No Lot Owner shall deposit, leave or place any debris, trash or rubbish within any Joint Driveway Easement.

Except in the case of damage to a Joint Driveway Easement or any part thereof by a particular Owner whose Lot is served by the particular Joint Driveway Easement as herein stated and as shown on the Recorded Plat, the cost and expense of maintaining and repairing a Joint Driveway Easement shall be charged to and divided equally among only the Owners of the two (2) Lots that such Joint Driveway Easement serves. The maintenance and repairs of and to the such Joint Driveway Easement shall be limited to the following, unless consent for additional work is agreed upon by the Owners of the Lots that share the particular Joint Driveway Easement: Normal and Reasonable Road Improvement, Repair and Maintenance Work to adequately maintain the Joint Driveway Easement and related drainage facilities to permit all weather access. "Normal and Reasonable Road Improvement, Repair and Maintenance Work" shall include, but not be limited to, filling of holes and depressions, smoothing of rises or ridges, repairing cracks, repairing and resurfacing the roadbed, repairing and maintaining drainage structures, removing debris (e.g., fallen trees) and other work necessary or proper to preserve and maintain the Joint Driveway Easement for all weather road purposes and uses. The Owners of the Lots served by the particular Joint Driveway Easement shall agree to the commencement of maintenance and repair work and to

the selection of a contractor to perform such maintenance and repairs to the particular Joint Driveway Easement, and such Owners, in anticipation of the need for funds, may provide for the collection and prepayment of reasonable amounts for maintenance and repairs.

In the event that any Owner of a Lot that is served by a particular Joint Driveway Easements fails to pay the equal share of costs and expenses of maintaining and repairing such Joint Driveway Easement as hereinabove provided (the "Non-Paying Lot Owner"), then the Owner that has paid the costs and expenses of maintaining and repairing the particular Joint Driveway Easement (the "Paying Lot Owner") shall be entitled, without further notice, to institute a legal action for collection of funds advanced on behalf of the Non-Paying Lot Owner in a court of competent jurisdiction in Franklin County, North Carolina, and shall be entitled to recover in such action, in addition to the funds advanced, interest thereon on at highest amount permitted by law until paid in full, and all costs and expenses incurred in bringing such action and the reasonable attorney's fees expended by the Paying Lot Owner in the prosecution of such action.

In the event that an Owner of a Lot served by a Joint Driveway Easement desires to initially pave or surface (even if previously surfaced with loose stones and/or gravel) the Joint Driveway Easement with concrete, asphalt, permeable asphalt or concrete, plastic grid system, permeable paving materials, paving strips, pavers of any material or other impervious or permeable hard-surface material or products, in whole or in part, other than entirely of loose stones and gravel such as aggregate base course (ABC), crush and run, #57 washed stone or other loose aggregate stone/rock material, then such Owner shall be entitled to initially pave or otherwise surface the Joint Driveway Easement only after first securing the agreement and consent of the Owner of the other Lot served by the Joint Driveway Easement for such work, including the scope, material and selection of contractor, and for payment of such work. After such initial installation and surfacing, then any subsequent maintenance and repair thereof shall be Normal and Reasonable Road Improvement, Repair and Maintenance Work, and the Paying Lot Owner that has paid for such subsequent maintenance and repair shall be entitled to proceed with legal action in accordance with the foregoing paragraph.

The Owner of a Lot served by a Joint Driveway Easement as stated herein and as shown on the Recorded Plat shall maintain his respective Lot, and such activities thereupon, in such a manner so as not to damage, harm, deface, impede, erode, wash-out or otherwise impair the particular Joint Driveway Easement or any part thereof.

Any damage to a Joint Driveway Easement caused by the Owner of a Lot served by the particular Joint Driveway Easement resulting from the actions or omissions of such Owner, or such Owner's guests, invitees, occupants, tenants, contractors, suppliers, employees or vendors, shall be repaired by such Owner, at such Owner's sole cost and expense, and the Joint Driveway Easement shall be restored to the condition that it existed prior to the damage.

Each Owner of a Lot served by a Joint Driveway Easement as stated herein and as shown on the Recorded Plat shall indemnify, hold harmless and defend the other Owner from and against any and all damage, loss, liability, claims, suits, demands and causes of action which may be or are asserted or claimed against an Owner of a Lot served by a Joint Driveway Easement based upon any circumstance, thing or event arising out of or related to such Owner's,

or such Owner's guests, invitees, occupants, tenants, contractors, suppliers, employees of vendors, use, passage, existence, presence or activity of or upon the particular Joint Driveway Easement or any part thereof, and including the attorney's fees, costs and expenses incurred by the indemnified party(ies).

Each Owner of a Lot served by a Joint Driveway Easement as stated herein and as shown on the Recorded Plat shall keep the particular Joint Driveway Access Easement free from mechanics' lien claims or similar liens arising on account of or out of any act of, or on behalf of, such Owner.

Each Owner of a Lot served by a Joint Driveway Easement as stated herein and as shown on the Recorded Plat, by acceptance of a deed therefor, whether or not it shall be expressed in said deed or by exercise of any act of ownership, is deemed to have accepted and shall be bound by this Declaration and the covenants, conditions, restrictions and easements herein contained, and specifically the provisions of this Article Five.

Each Owner of a Lot served by a Joint Driveway Easement as stated herein and as shown on the Recorded Plat may enforce the covenants, conditions, restrictions and easements contained in this Article Five of the Declaration, including the rights thereto. Enforcement of this Article Five, and the provisions herein contained, may be by an appropriate civil proceeding against any of the Owners of a Lot served by the Joint Driveway Easement as stated herein and as shown on the Recorded Plat or person or persons violating or attempting to violate any covenant, conditions or restriction, either to restrain violation or to recover damages, or both; and failure by the Owner of a Lot served by such Joint Driveway Easement to enforce any covenant, conditions or restriction contained in this Article Five shall not be deemed a waiver of the right to do so thereafter.

The benefits and burdens of this Article Five of this Declaration, including a Joint Driveway Easement, shall inure to the benefit of and be binding upon each Owner of a Lot served by a Joint Driveway Easement as stated herein and as shown on the Recorded Plat, and their heirs, personal representatives, successors and assigns.

ARTICLE SIX: EXTERIOR MAINTENANCE

Each Owner of a Dwelling Unit within the Property, by acceptance of a deed therefor, whether or not it shall be expressed in said deed or by exercise of any act of ownership, is deemed to covenant:

(a) to build, repair or restore such Dwelling Unit, and any Accessory Building on the same Lot as the Dwelling Unit, in the event of damage thereof and to apply the full amount, to the extent necessary, of any insurance proceeds to the restoration or repair of such Dwelling Unit and Accessory Building, if any;

(b) to maintain Lots in clean, safe and orderly condition;

(c) to promptly remove all litter, trash, debris, refuse and wastes;

(d) to mow and maintain the lawn on a regular basis, including any portions of publicly dedicated street right of way adjacent to any boundary of such Lot and not maintained by the County of Franklin;

(e) to prune trees and shrubs and remove dead or diseased trees, shrubs and other plant material;

(f) to maintain exterior lighting and mechanical facilities, if any;

(g) to maintain driveways;

(h) to control soil erosion;

(i) to maintain storm water drainage easements and portions of the Property served by storm water drainage easements, if any; and

(j) to keep the Dwelling Unit and any Accessory Building in good repair as required by this Declaration.

The foregoing responsibilities shall be performed in a manner that does not unreasonably disturb or interfere with the reasonable enjoyment of the Property by persons entitled thereto. Provided, however, and notwithstanding anything to the contrary appearing herein, Declarant and any affiliates of Declarant are exempt from the provisions of this Section with respect to all portions of the Property they now or in the future may own that is subject to this Declaration.

ARTICLE SEVEN:

RESTRICTIONS ON USE AND RIGHTS OF THE DECLARANT AND OWNERS

Section 7.1 Permissible Uses. No Lot shall be used except for residential purposes as allowed under applicable zoning regulations. No Lot shall be used for any commercial, business or professional purposes. Notwithstanding the foregoing, however, nothing set forth in this Section shall prohibit (a) the Declarant from conducting such sales, leasing and promotional activities on any Lot as the Declarant shall determine; or (b) the Owner of any Dwelling Unit from using a portion of such Dwelling Unit as a home office, provided that such use does not create regular customer or client traffic to and from such Dwelling Unit, no sign, logo, symbol, or nameplate identifying such business is displayed anywhere on such Dwelling Unit or Lot and such use is not deemed a violation of any applicable zoning regulation. No building of any type shall be erected, altered, placed, or permitted to remain on any Lot other than a Dwelling Unit and its Accessory Building(s), which shall comply with any applicable zoning regulations and the requirements of this Declaration.

Section 7.2 Division of Lots; No Time Sharing.

(a) No Lot shall be further subdivided into multiple Lots other than by the Declarant or an affiliate of the Declarant.

(b) No Lot or ownership interest may be subdivided to permit time sharing or other devices to effect interval ownership. For purposes of this Section "time sharing" or "other devices to effect interval ownership" shall include, but not be limited to, ownership arrangements, including uses of corporation, trusts, partnerships, leases or tenancies in common, in which four or more persons or entities, not members of a single household, have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same Dwelling Unit and such owners have formal or informal right-to-use or similar agreement.

Section 7.3 Water and Sewer Facilities. Water and sewer treatment services shall be provided through individual private wells on each Lot and individual private septic systems on each Lot.

Section 7.4 Utilities and Other Easements. All utility lines of every type, including but not limited to electricity, gas, telephone and television cables, running from the main trunk line or service location to any Dwelling Unit or Accessory Building must be underground.

Section 7.5 Temporary Structures. Except as otherwise provided herein, no structure of a temporary character shall be placed upon any portion of the Property at any time, provided, however, that this prohibition shall not apply to shelters, containers, trailers or sheds used by the Declarant, any affiliate of the Declarant or any contractors, during the construction of a Dwelling Unit, or improvements or additions thereto, on any Lot. Temporary shelters, tents, recreational vehicles, trailers (whether attached or unattached to the realty) may not, at any time, be used as a temporary residence or be permitted to remain on any portion of the Property.

Section 7.6 No Mobile Homes. No mobile homes or trailer homes shall be allowed as a residence on any Lot, and no mobile home or trailer home shall be allowed to remain on any Lot.

Section 7.7 Garbage and Storage Receptacles. Except as required by any appropriate governmental authority, each Owner shall provide receptacles for garbage (and recyclables if such a program is in place in Franklin County), and all garbage receptacles, tools and equipment for use on a Lot shall be placed in a screened area to shield same from general visibility from roads and neighbors abutting the Lot, or shall be placed and stored behind the Dwelling Unit. No underground storage tanks for natural gas, chemicals, petroleum products or any other mineral, toxic or hazardous material or product will be allowed anywhere on the Property, except for underground LP tanks solely in connection with the use and operation of the Dwelling Unit and any Accessory Building on a Lot. Notwithstanding the foregoing, LP tanks not exceeding 120 gallons for, and servicing, gas fireplace(s) and stoves in the Dwelling Unit, and gas grills used for residential use and owned by an Owner, shall be permitted provided all of the same are not exposed to, and are screened from, public view from the street and adjoining Lots.

Section 7.8 Debris. No leaves, trash, garbage or other similar debris shall be burned except as permitted by the appropriate governmental authority. No garbage, trash, construction debris or other unsightly or offensive materials shall be placed upon any portion of the Property, except as is temporary and incidental to the bona fide improvement of any portion of the Property.

Section 7.9 Antennas. Any television antennas, radio receiver or sender antenna or other similar device attached to or installed on the exterior portion of any Dwelling Unit, or structure,

or placed on any Lot shall be appropriately screened from view in accordance with Federal Communication Commission guidelines.

Section 7.10 Unsightly Conditions. It is the responsibility of each Owner to prevent any unclean, unsightly, unsanitary or unkept conditions to exist on his Lot, Dwelling Unit, or grounds which shall tend to decrease the beauty of the Property, specifically or as a whole. During the construction of any improvement to a Lot in the Property, the Lot shall be kept in a neat and orderly condition so as not to cause an unsightly condition to exist or damage to occur.

Section 7.11 No Offensive Activity or Fires. No noxious or offensive activity or excessive noise shall be carried on upon any portion of the Property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner, tenant or guest thereof, in any portion of the Property. No immoral, improper, offensive or unlawful use shall be made of the Property, or any part thereof. All laws, orders, rules, regulations, ordinances or requirements of any governmental agency having jurisdiction thereof, relating to any Lot or any portion of the Property, shall be complied with, by and at the sole expense of the Owner. No trash, leaves or other debris shall be permitted to be disposed of by fire on any Lot except as permitted by the appropriate governmental authority. Only fires contained in grills, fire pits or similar devices shall be allowed on any Lot.

Section 7.12 Certain Plants, Animals and Pets. Except as otherwise permitted herein, no plants, animals, reptiles, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, toxic, venomous, unsightly, unpleasant, or of a nature as may tend to diminish or destroy the enjoyment of other Owners, or tenants and guests thereof, may be maintained on a Lot. Except as set forth herein, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of domesticated, household pets, and up to eight (8) female chickens may be kept in each Dwelling Unit or Lot, provided they are (a) not maintained or bred for commercial purposes, (b) reasonably restrained while outside the residence, (c) controlled in accordance with applicable governmental ordinances, (d) not a nuisance to other Owners and (e) not permitted access to outside shelter which is visible from the street. With regard to all animals and pets, every Owner shall comply with any Franklin County or local leash laws, and no Owner shall keep or maintain any animals or pets in a manner what violates any county or local nuisance laws, regulations or ordinances.

Section 7.13 Motorized Vehicles. All motorized vehicles, automobiles and modes of transportation operating within the Property must be properly muffled so as to eliminate noise which might be offensive to others. No inoperative, unlicensed or abandoned personal or business passenger cars, pick-up trucks, trucks, sport utilities, minivans, or other modes of transportation shall be kept or maintained on any Lot. In addition to the foregoing, no motor homes, boats, boat trailer, other trailers, motorcycles, minibikes, scooters, go-carts, ATVs, trucks, campers or recreational vehicles shall be allowed to remain on any Lot unless the same is enclosed within a garage or Accessory Building that has been constructed in accordance with the provisions of this Declaration or otherwise screened from general visibility from roads and neighbors abutting the Lot or stored behind the Dwelling Unit.

Section 7.14 Signage. No commercial signs, except "For Sale" signs, shall be displayed in public view on any Lot, facility, appurtenance, short- or long-term parked vehicle, Accessory

Building or structure.

Section 7.15 Fences. No fence may be constructed any closer to the front of the Lot than the rear corner(s) of the Dwelling Unit thereon. For purposes of this Section, the "front of the Lot" shall mean that portion of the Lot and Lot line facing the public right of way (Arthur Wilder Road / NCSR 1638).

Section 7.16 Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Dwelling Unit, Accessory Building or Property. In no event shall any exterior sculpture, statues, "yard art", bird baths, garden balls, fountains, flags, and similar items be constructed or placed closer to the front of the Lot than the rear corner(s) of the Dwelling Unit thereon. For purposes of this Section, the "front of the Lot" shall mean that portion of the Lot and Lot line facing the public right of way (Arthur Wilder Road / NCSR 1638). However, nothing contained herein shall prohibit the appropriate display of the American flag, of a size no greater than four feet (4') by six feet (6'), which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. § 5-10.

Section 7.17 Recreational and Other Equipment. No recreational equipment (including, but not limited to, basketball backboards and hoops, trampolines, swing sets, tree houses, children's climbing or play apparatus and other equipment associated with either adult or juvenile leisure or recreation) shall be placed on that portion of a Lot between the Dwelling Unit and the public right of way (Arthur Wilder Road / NCSR 1638) except that a single basketball goal may be located in a driveway (but not within a Joint Driveway Easement). No such recreational equipment shall be located in such a manner as to constitute a nuisance or unsightly condition.

Section 7.18 Minimum Square Footage of Dwelling Unit. Any Dwelling Unit erected on a Lot shall contain a minimum enclosed Dwelling Unit area of 1,600 square feet. The term "enclosed Dwelling Unit area" as used in this Section shall mean the total enclosed area within a Dwelling Unit subject to heating and cooling; provided, however, the term specifically does not include garages, terraces, breezeways, open porches, decks, stoops and like areas regardless of heating or cooling.

Section 7.19 Setback Lines. No Dwelling Unit erected on a Lot (including garage) shall be constructed nearer than one hundred feet (100') from the front Lot line (*i.e.*, that Lot line abutting Arthur Wilder Road / NCSR 1638) and nearer than twenty-five feet (25') to any side Lot line. The same setback restrictions for a Dwelling Unit shall be applicable to any Accessory Building erected on a Lot. No portion of a Dwelling Unit or Accessory Building shall encroach upon another Lot. Should there be any differences between the minimum building set-back requirements depicted on a Recorded Plat and the minimum building set-back requirement imposed by this Declaration, the more restrictive provision shall take precedence and shall control.

Section 7.20 Timely Completion. When construction of any Dwelling Unit, structure, improvement, or addition thereto has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof, and all such construction shall be completed within one (1) year of beginning construction.

Section 7.21 Independent Covenants. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid, or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

ARTICLE EIGHT:
AMENDMENT TO DECLARATION

Section 8.1 Owner Initiated. An amendment to this Declaration may be proposed upon a majority vote of the Owners, including the Declarant while the Declarant is an Owner, with only one Owner per Lot voting, whether meeting as Owners or by instrument in writing signed by them. Any proposed amendment to this Declaration shall be transmitted in writing to all current Owners, and there shall be called a special meeting of the Owners for a date not sooner than ten (10) days nor later than sixty (60) days from the date of the notice. It shall be required that each Owner be given written notice of each special meeting, stating the time and place, and reciting the proposed amendment in reasonable detailed form, which notice, if mailed, shall be mailed not less than ten (10) days nor sixty (60) days before the date set for such special meeting. Such notices shall be made in compliance with the provisions of Section 3.2 hereof, and after made in compliance therewith, shall be deemed to be properly given. Any Owner may, by written waiver of notice signed by such Owner, waive such notice, and such waiver shall be deemed equivalent to the giving of notice to such Owner. At the meeting, the amendment proposed must be approved by an affirmative vote of eighty percent (80%) or more of the votes of the Owners entitled to vote in order for such amendment to become effective. At any meeting held to consider such amendment, the written vote of any Owner shall be recognized and counted even if such Owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the other Owners prior to or at such meeting. The original or an executed copy of such amendment, properly executed with the same formalities as a deed, shall be recorded in the Office of the Register of Deeds of Franklin County, and no such amendment to this Declaration shall be effective until so recorded. If any inconsistency exists, the Declaration shall control. Notwithstanding anything herein to the contrary, no meeting of the Owners shall be necessary to approve a proposed amendment in the event all Owners (including the Declarant if Declarant owns any property within the Property) execute the proposed amendment to signify their consent thereto.

Without the prior written consent of the Declarant, when Declarant is a Owner, there shall not be allowed any Owner-initiated amendments to this Declaration for a period of five (5) years from the effective date hereof, and in addition, no Owner-initiated amendments may be made for any reason to Sections 7.4, 7.20 and the provision of Section 3.1 relative to prohibition against termination of this Declaration for a period of ten (10) years from the date of recording of this Declaration. The above limitations shall in no way limit or diminish Declarant's rights to make amendments to any part of the Declaration under the powers reserved in Section 8.2 below.

Section 8.2 Declarant's Right to Unilaterally Amend. Declarant, or its successors or assigns, shall be allowed to unilaterally make any amendments to this Declaration necessary, in the Declarant's opinion for compliance with laws or regulations relating to FHA, HUD, VA, the

Federal National Mortgage Association, of the Office of Interstate Land Sales; to correct any discovered clerical or typographical error contained herein; to correct obvious errors or omissions herein; to clarify any ambiguity contained herein; to comply with governmental directives; or to add or delete any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of the Property and the Owners therein. This right may be exercised, and shall be effective only upon the recordation of an amendment or corrective instrument recorded in the Office of the Register of Deeds of Franklin County that specifically references this document and the provision(s) impacted. The Declarant may also amend this Declaration by filing an amendment in the Office of the Franklin County Register of Deeds executed only by the Declarant if at the time of recording of the amendment the Declarant owns a Lot in the Property.

Section 8.3 When Effective; Recording; Title Searching. An amendment to this Declaration that complies with the provisions of Section 8.1 or Section 8.2 shall be effective when recorded in the Office of the Franklin County Register of Deeds. The amendment shall be indexed under the name of the Declarant or its successor, or the Owners of the Property in the Property. The failure of the amendment to be indexed under all of the foregoing shall not invalidate such amendment so long as the amendment has been indexed under at least one of the foregoing. Anyone searching title on Lots in the Property should search under the names of the foregoing to discover amendments to this Declaration that may have occurred after the Lot has been conveyed to an Owner from the Declarant.

ARTICLE NINE:
CAPTIONS, INTRODUCTIONS, RECITALS AND GENDER

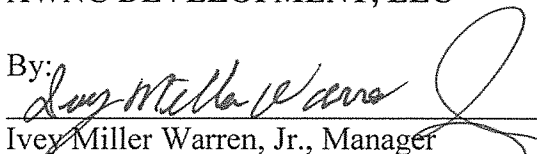
The captions and introductory material herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof. The recitals to this Declaration are incorporated herein by reference. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural, and the use of the plural shall be deemed to include the singular, whenever the context so requires.

ARTICLE TEN:
SEVERABILITY AND GOVERNING LAW

If any provision of this Declaration is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and for the purposes hereof all covenants as contained herein shall be deemed to be severable each from each other without qualification. This Declaration and the separate provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to principles of conflict of laws.

AWNC DEVELOPMENT, LLC

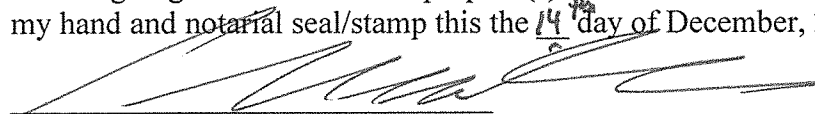
By:

 *MANAGER*
Ivey Miller Warren, Jr., Manager

NOTARY ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Ivey Miller Warren, Jr., Manager of AWNC Development, LLC, a North Carolina limited liability company, personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose(s) stated therein and in the capacity(ies) indicated. Witness my hand and notarial seal/stamp this the 14th day of December, 2023.

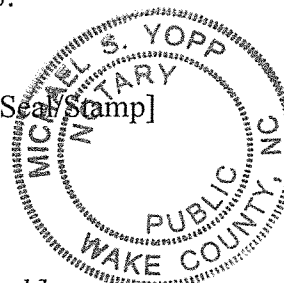


Notary Public

Notary Public Name Printed: Michael S. Yopp

My Commission Expires: 10-08-2028

[Affix Seal/Stamp]



[Remainder of Page Intentionally Blank]

**EXHIBIT A
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SPRING HILL ESTATES SUBDIVISION**

[Existing Property]

BEING all of Lots 1, 2, 3, 4 and 5 shown and more fully described on that certain plat entitled MINOR SUBDIVISION PLAT FOR SPRING HILL ESTATES SUBDIVISION prepared by CMP Professional Land Surveyors recorded in Map Book 2023, Page 330, in the Office of the Franklin County Register of Deeds.

[Remainder of Page Intentionally Blank]