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Franklin County, North Carolina
Brandi Smith Brinson, Register of Deeds

Prepared by and Return To:
Kimberly P. Thomas, Esq.
Warren Shackleford & Thomas, PLLC
PO Box 1187
Wake Forest, NC 27588

STATE OF NORTH CAROLINA

FRANKLIN COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA TERRA SUBDIVISION

THIS DECLARATION is made this 20th day of September, 2023 by PRO HOLDINGS, LLC hereinafter referred to as Declarant who is joined by the following entities who were conveyed certain properties within this subdivision prior to the recording of this set of covenants in error but who agree with and acknowledge the existence of this set of covenants as against their respective lots: BRAELYNN HOMES, INC (as Owner of Lots 7 and 11); GF MOODY PROPERTIES, LLC (as Owner of Lots 8, 25, 30 and 34); CANTIERE HOMES, INC. (as Owner of Lots 10 and 13); BRANDYWINE HOMES, INC. (as Owner of Lots 18, 19, 31 and 32); ROOST BUILDING COMPANY, INC. (as Owner of Lots 31 and 22); and GENESIS BUILDING CO., INC. (as Owner of Lots 27, 28 and 33), hereinafter "Owner Entities".

WITNESSETH

WHEREAS, Declarant and Owner Entities are the owners of certain property located in Franklin County, State of North Carolina, which is more particularly described herein but is known generally as "Bella Terra Subdivision"; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and the improvements thereon, and to that end desires to subject the real property as described above, together with any and all such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant desires to impose easements, covenants, conditions and restrictions upon all of the Property. The Property made subject to this Declaration is described as follows:

> BEING all of Lots 4 through 34 and all Open-Space Areas as shown on "Final Plat for Bella Terra Subdivision" as recorded in Book of Maps 2023, Page 105-107, Franklin County Registry.

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

NOW, THEREFORE, Declarant hereby declares that the Property hereinafter described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. <u>LAND USE AND BUILDING TYPE</u>. All lots shall be used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, and a private garage for not more than three (3) cars, and other out-buildings incident to residential use of the lot. Nothing herein shall be deemed to prohibit conversion of a lot to a street.

2. <u>DWELLING SIZE</u>. The minimum heated square footage of a dwelling may not be less than 1,600 square feet for a ranch home and 2,000 square feet for a one and a half or a two story home with a 10% variance being allowed only if Builder/Owner obtains prior written approval of Declarant.

3. <u>BUILDING SETBACK/HOUSE LOCATION</u>. No dwelling shall be erected or maintained on any lot outside of the building envelope shown on the recorded plat of the property or as otherwise required or permitted by the zoning ordinances of Franklin County. For purposes of these building setback

requirements, decks, porches, patios, stoops, eaves, overhangs, by windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the zoning ordinances of Franklin County as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the lot abuts.

4. <u>FENCES</u>. No fence or wall shall be erected on any lot closer to any street than the back of the house. Wood or metal fencing is allowed only with prior written approval. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls built necessary by the slope or grade of any lot or lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the subdivision. Failure to obtain approval prior to fence installation shall be a violation of these covenants and shall be subject to fines assessed against any property owner. Any fences placed on a property line shall automatically be allowed to be attached into the neighboring fence. If it does not adjoin the neighboring fence, the fence must be placed at least five (5) feet off the property line. No fence shall be installed until Declarant and/or the HOA approves said fencing and its location.

5. <u>TEMPORARY STRUCTURES</u>. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, mobile home, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently.

6. <u>PARKING/DRIVEWAYS AND PARKING PADS/ABANDONED VEHICLES</u>. Vehicles may be parked or stored only on portions of a lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than three (3) vehicles. Any driveway or parking pad constructed upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers. Any recreational vehicle, including trailers and/or boats of any kind, must be stored in the back yard or in a garage and not in the front yard driveway. Any parking of said vehicles must be approved by the HOA and/or Declarant. Any recreational vehicle stored in the back yard cannot be stored on the property line of an adjoining neighbor.

No vehicle or any type which is abandoned or inoperative shall be stored or kept on any lot in such a manner as to be seen from any other lot, any street within the subdivision or the Private Open Space, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any lot.

7. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. Any animals which are family pets are allowed on the Owner's lot.

8. NUISANCES/BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any lot.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except signs used by the Declarant to advertise lots for sale during the construction and sale period, one sign of not more than six (6) square feet advertising the property for sale or rent, one builder sign, and signs of not more than six (6) square feet 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 (2) days after such election.

10. ANTENNAS/SATELLITE DISHES OR DISCS. No radio or television transmission or reception tower or antenna shall be erected on any lot or rooftop. No satellite disc in excess of 18 inches shall be installed which is visible from the street.

11. SWIMMING POOLS. No above ground swimming pools shall be permitted in the subdivision, except in the backyard behind the residential dwelling unless approved by Declarant in writing. Inflatable wading pools shall be permitted.

12. MAINTENANCE OF LOT/CONSTRUCTION. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such lot shall repair the damage or destruction; provided, however, that if the structure damage is not part of or attached to the residence constructed on such lot, the owner may, at his option, either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his lot.

13. GARBAGE/UTILITY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to an approved enclosure the night of the scheduled pickup.

14. EXTERIOR MAINTENANCE. The owner of each lot shall maintain the grounds and improvements on his lot, including, but not limited to plantings, landscaping and lawns, at all times in a neat and attractive manner.

15. UTILITY AND DRAINAGE EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, plantings, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a lot shall be maintained continuously by the owner of such lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots by the recording of appropriate instruments in the Franklin County Register of Deeds, and such instruments shall not be construed to invalidate any of these Covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten (10) foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cable television or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each lot for the aforementioned purposes.

Declarant and/or Declarant's assigns shall be responsible for maintaining any open space areas (including the mailbox kiosk area) and all drainage easements.

16. SUBDIVISION OF LOTS. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat.

17. STREET LIGHTING. Declarant has subjected the property to a contract for installation of street lighting, which requires a continuing monthly payment by each residential customer for such lightings.

18. ENFORCEMENT. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be either restrain violation and/or recover damages resulting therefrom.

19. SEVERABILITY. Invalidation of any one or more of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

20. MAILBOXES. There shall be a mailbox kiosk as approved by Declarant pursuant to North Carolina law. The mailbox kiosk shall be located within the subdivision at a place and size as determined by the Declarant for the benefit of all lot owners within the subdivision. The maintenance of this kiosk shall be at the expense of the Owners of all Lots in equal proportions

21. TERM. These Covenants shall run with and bind the land and all owners thereof for a period of twenty-five (25) years from the date these Covenants are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These Covenants may be amended during the first twenty-five (25) year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by then-owners of not less than seventy-five percent (75%) of the lots. Declarant, so long as he shall own one or more lots or any common area, may amend these Covenants without the approval or joinder of any other lot owners.

22. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the lots by Declarant so long as said development follows the general plan of development previously approved by Franklin County. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

23. ROADS. Declarant shall maintain the roads within the subdivision until such time that NC DOT accepts the road into the State Road System for public

maintenance. Declarant shall ensure that all roads are incorporated into the North Carolina department of Transportation Secondary Road Maintenance Program prior to termination of Developer Control Period.

24. ASSOCIATION. The following rules and regulations shall govern the Association and its membership.

Section 1. Every Owner of a Lot shall be a Member of the Association and shall be subject to an assessment. The name of the Association shall be entitled "Bella Terra of Franklinton HOA, Inc.". Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment.

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

Class A. Class A Members shall be all Owners, except for the Declarant and any Builder and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any such Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote or a fractional vote be cast with respect to any Lot, and in no event shall fractional votes be allowed.

Class B. The Class B Member shall be the Declarant who shall each be entitled to ten (10) votes for each lot owned. Upon expiration of the Declarant Control Period, (Article I, Section 8 hereof), Declarant shall have one (1) vote for each Lot that it owns; however, such Lots shall continue to be treated as Class B Lots for assessment purposes.

Section 3. Vacant/Leased Dwellings . If any Owner of a Lot ceases to occupy the dwelling constructed thereon as his own personal living quarters or if any residence within the Properties is leased for rental purposes to tenants, the vote as expressed by the Owners of such rental units shall not be entitled to any weight greater than forty-nine percent (49%) on any matter pending before the Association.

An Owner may lease or sublet his/her dwelling; however, any lease or sublease must be for at least twelve (12) months, in writing and contain the following provision:

> "Tenant shall obey, adhere to and be bound by all provisions of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Arlington Manor Homeowners Association, Inc., recorded in the Wake County Registry. 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."

If an Owner fails to include said provision in any lease or sublease, it shall be conclusively deemed to be included and part of said lease or sublease. Each Owner shall furnish the Association a copy of any lease or sublease of his dwelling.

No transient tenants shall be allowed in any home within this subdivision, including the use of any home as an Airbnb unless occupancy by the owner of the home continues during such Airbnb stay.

<u>Section 4.</u> <u>Creation of the Lien and Personal Obligation of Assessments</u>. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs, reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late charges, costs, reasonable attorneys' fees shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. The Declarant is not subject to the payment of any dues to the Association. It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to Section 3of Article VII of the Bylaws shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

<u>Section 5.</u> <u>Purpose of Assessments</u>. The assessments levied by the Association shall be used exclusively to promote the welfare of the residents in the Property for the improvement and maintenance of the Common Area, Entry Features, Roads, BMP Elements, Easements and for the establishment of adequate reserves for the replacement of capital improvements, if any, located within the Common Area, the maintenance of any roads within the subdivision that have not been taken over by the NC Department of Transportation and which are considered private roads, payment of insurance premiums for contracts of hazard and liability insurance on the Common Area, payment of local ad valorem taxes or governmental charges, if any, on the Common Area, any other major expense for which the Association is responsible, and such other needs as may arise including without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii) employment of attorneys, accountants and other persons or firms to represent the Association when necessary; (iv) payment of principal and interest on funds borrowed for Association purposes; and (v) such other needs as may arise.

<u>Section 6.</u> <u>Budget and Reserves.</u> The Association shall establish and maintain adequate reserve funds for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the property which the Association may be obligation to maintain by the Declarant.

<u>Section 7.</u> <u>Assessment Amount and Due Date</u>. The initial maximum annual assessment shall be Three Hundred Dollars ($300.00) for each Lot. There shall be a Twenty-Five Dollar ($25.00) late fee assessed for all late payments. Declarant shall pay no annual assessments, Owner's dues or fees whatsoever on the lots that Declarant

owns including certification fees upon the sale of any lot. This condition of no dues for the Declarant shall expire upon the conveyance of the last lot to an owner and the conveyance of the common areas to the association. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to a Lot on the first day of the month following conveyance to Owner of a Lot and a dwelling constructed thereon or after the date of issuance of a certificate of occupancy of such dwelling as a residence. Builders shall pay 25% of the annual dues charges based upon the annual budget for any given year with said amount being due and owing upon the transfer of any lot to a Builder.

From and after December 31st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by not more than ten (10%) percent over the prior year's assessment by the Declarant during the Declarant Development Period and thereafter by the Board of Directors of the Association by a vote of two-thirds (2/3rds) of the appropriate and affected class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 8. Special Assessments for Capital Improvements/Working Capital Fund. In addition to the assessments authorized above, the Association and/or the Declarant (if Declarant deems needed) may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, any extraordinary maintenance, including vegetation, fixtures and personal property related thereto and any property for which the Association is responsible, provided, however, any such assessment shall have the assent of two-thirds (2/3) of the votes of each appropriate and affected class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Provided, however, the Board of Directors, at its option may declare that a special assessment be levied against all Lots, unless ninety (90%) percent of the total vote of each class of Members vote to reject it ("a Board Issued Assessment"). This Board Issued Special Assessment/Working Capital Improvement Fee shall be in an amount of $150.00 per lot due and payable to the Owner's Association when title changes from the Declarant to any Builder and/or to any Owner Occupant. Said fund may be used to defray the cost of any construction, reconstruction, restoration, repair or replacement of a capital improvement upon the Common Area. This fee is also called "Working Capital Contribution" as described within these covenants. Notwithstanding the requirements of the above Section 5 of this Article VII, the Association, acting by and through the Board shall levy a Special Assessment for the purpose of funding any monetary obligations that the Association may have to replenish the funds in the escrow account established in accordance with the Replacement Contribution Agreement as a result of the withdrawal of funds from the account by the Association. The Board may levy any such Special Assessment without the approval or consent of any Owner, Member, or any other party. The right of the Association to enforce its lien for payment of such Special Assessment may be exercised by either the Association. The Association hereby assigns to the County, its rights to claim and enforce the lien for any Special Assessment levied pursuant to this Section 5 of Article VII, who may act on behalf of the Association and shall have all of the rights of the Association, including those rights in Article VII, with respect to any such Special Assessment levied hereby. The purpose of the Working Capital Fund is to ensure that the Association Board will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

Section 9. Notice and Quorum for any Action Authorized Under Sections 7 and 8. Written notice of any meeting called for the purpose of taking any action authorized under Section 7 or 8 or this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each appropriate and affected class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 10. Uniform Rate of Assessment. Maximum assessments must be fixed at a uniform rate for all Lots; provided, however, annual and special assessments for all lots owned by the Declarant and Builders shall not be assessed unless and until dwellings are occupied by residents.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and shall be subject to a late charge of Twenty-Five and No/100 Dollars ($25.00) per month. The Association may bring an action at law against the Owner personally obligated to pay the same for such delinquent assessment, interest, late charges, costs, management fee and reasonable attorneys' fees of any such action, or may foreclose the lien against the Lot. For purposes of this Section 8, the amount of delinquent assessment, plus accrued interest and late charges shall be considered evidenced by this Section 8 and, therefore, evidence of indebtedness shall exist hereby. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Further should any Class A Owner be delinquent on assessments or fail to follow these rules and regulations as so stated, the Board may suspend that Owner's voting privileges until said assessments are paid in full or until said infraction is remedied. Any lien granted unto the Association shall be enforceable pursuant to Article 2A of Chapter 45 of the North Carolina General Statutes as a Claim of Lien against the property of the Owner who is delinquent. Any such Claim of Lien shall include all assessments which are due and payable, plus interest, costs, and attorney fees. Such Claim of Lien shall be signed by an Officer of the Association. Upon full payment of all sums secured by said Claim of Lien, the Association shall mark the claim as paid in full and shall have the claim satisfied of record at the clerk's office.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Exempt Property. Any portion of the Property dedicated to, and accepted by, a local public authority or any property owned by a charitable or non-profit organization except from taxation by the State of North Carolina, shall be exempt from the assessments created herein; however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 14. Conveyance of Title To The Association . Declarant covenants, for itself, its successors and assigns, that, prior to the conveyance of the first Lot within any phase of the Subdivision, including the first phase, to an Owner, it will convey to the Association title to those portions of the Common Elements or Open Space, if any, owned in fee by the Association. Declarant reserves an easement over and across the Common Elements so long as it owns any Lots within the Properties for the purpose of constructing any improvements on the Common Elements as it deems necessary or advisable. Except as otherwise stated herein, all conveyances by Declarant to the Association shall be free and clear of all encumbrances and liens (including statutory liens of laborers and materialmen pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes) except this Declaration, restrictive covenants applicable to the Subdivision, utility, drainage and greenway easement and the lien of record. Any improvements placed on the Common Elements by Declarant shall become the property of the Association upon completion of such improvements.

Section 15. Regulation and Maintenance of Common Elements . It is the intent of the Declarant that the Common Elements or Open Space (whether owned by the Association in fee or by easement) be preserved to the perpetual benefit of the Owners within the Subdivision. To that end, Declarant will, prior to the conveyance of the first Lot in any phase or section of the Subdivision to an Owner, reserve on a recorded plat or grant to the Association an easement over and across that portion of any Lot within such phase or section on which a Common Elements easement lies for the purpose of enabling the Association to take action permitted by subsections (b) and (c) of this Section 4.

(a) Rights and Responsibilities of the Lot Owners. Each Owner of a Lot upon which a Common Elements 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 Elements. Notwithstanding any other provision of this

Declaration, no Owner or other person shall, without the prior written consent of the Association: (1) remove any trees or vegetation within any Common Elements; (2) erect gates, fences, buildings or other structures on any Common Elements; (3) place any garbage receptacles on or in any Common Elements; (4) fill or excavate any Common Elements or any part thereof; (5) plant vegetation or otherwise restrict or interfere with the use, maintenance, and preservation of any Common Elements; or (6) place any impervious surface.

Except for private drainage easements, a Common Element easement shall be maintained in the same state as when the Lot upon which such easement lies was conveyed to the Owner. Each Owner shall be responsible for maintaining the Common Element easement if located on his Lot, including mowing of existing grass and fertilizing the same. If an Owner of a Lot on which a Common Element easement lies fails to maintain the Common Element easement area as provided herein, whether by act or omission, the Association shall have the right to enter upon such Owner's Lot for the purpose of maintaining same and shall have the right to charge such Owner with the costs of such maintenance, which costs, if not paid within thirty (30) days after demand for payment is made by the Association, shall be collected in the same manner and shall incur the same late charges, interest and costs of collection as set forth in Section 7 of Article V of this Declaration

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<<SIGNATURE PAGES TO FOLLOW>>

IN WITNESS WHEREOF, Declarant and Owner Entities have caused this instrument to be executed as of the 20th day of September, 2023.

PRO HOLDINGS, LLC

By: Joseph D. Procopio, Jr., Manager

BRAELYNN HOMES, LLC
By GMK HOLDINGS, INC.
As Managing Member

By: Gorvie M. Keith, President

GF MOODY PROPERTIES, LLC

SEE ATTACHED

By: Gregory Frank Moody, Manager

CANTIERE HOMES, INC.

By: Stacey DiStefano, President

BRANDYWINE HOMES, INC.

~~By: Colleen M. Cunningham, President~~
Daniel S. Cunningham, Vice-President

ROOST BUILDING COMPANY, INC.

By: Brandon Wiggins, President

GENESIS BUILDING CO., INC.

By: Joseph D. Procopio, Jr., President

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BRAELYNN HOMES, LLC
By GMK HOLDINGS, INC.
As Managing Member

By: Gorvie M. Keith, President

GF MOODY PROPERTIES, LLC

Gregory Frank Moody

By: Gregory Frank Moody, Manager

CANTIERE HOMES, INC.

By: Stacey DiStefano, President

BRANDYWINE HOMES, INC.

By: Colleen M. Cunningham, President

ROOST BUILDING COMPANY, INC.

By: Brandon Wiggins, President

GENESIS BUILDING CO., INC.

By: Joseph D. Procopio, Jr., President

STATE OF NORTH CAROLINA, COUNTY OF Franklin

I, a Notary Public of the County and State aforesaid, certify that Joseph D. Procopio, Jr. personally appeared before me this day and acknowledged that he is Manager of **Pro Holdings, LLC**, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him as Manager in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the 8th day of September, 2023.

Notary Public

KIMBERLY P THOMAS NOTARY PUBLIC FRANKLIN COUNTY, NC

My Commission Expires: 6/30/2026

STATE OF NORTH CAROLINA, COUNTY OF Franklin

I, a Notary Public of the County and State aforesaid, certify that Gorvie M. Keith personally appeared before me this day and acknowledged that he is President of GMK Holdings, Inc., a North Carolina Corporation which is the Managing Member of **Braelynn Homes, LLC**, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him as President in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the 19th day of September, 2023.

Notary Public

My Commission Expires: 6/30/2026

KIMBERLY P THOMAS NOTARY PUBLIC FRANKLIN COUNTY, NC

STATE OF NORTH CAROLINA, COUNTY OF ____________

I, a Notary Public of the County and State aforesaid, certify that Gregory Frank Moody personally appeared before me this day and acknowledged that he is Manager of **GF Moody Properties, LLC**, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him as Manager in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the _____ day of ____________, 2023.

Notary Public

My Commission Expires: ____________

STATE OF NORTH CAROLINA, COUNTY OF Franklin

I, a Notary Public of the County and State aforesaid, certify that Stacey DiStefano personally appeared before me this day and acknowledged that she is President of **Cantiere Homes, Inc.**, a North Carolina corporation and that by authority duly given, the foregoing instrument was signed by her as President in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the 11th day of September, 2023.

Notary Public

KIMBERLY P THOMAS NOTARY PUBLIC FRANKLIN COUNTY, NC

My Commission Expires: 6/30/2026

STATE OF NORTH CAROLINA, COUNTY OF Johnston

I, a Notary Public of the County and State aforesaid, certify that Gregory Frank Moody personally appeared before me this day and acknowledged that he is Manager of **GF Moody Properties, LLC**, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him as Manager in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the 26th day of September, 2023.

Tonya Row
Notary Public

My Commission Expires: 09-22-2023

TONYA ROW
NOTARY PUBLIC
JOHNSTON COUNTY
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 09-22-2023

STATE OF NORTH CAROLINA, COUNTY OF ____________

I, a Notary Public of the County and State aforesaid, certify that Stacey DiStefano personally appeared before me this day and acknowledged that she is President of **Cantiere Homes, Inc.**, a North Carolina corporation and that by authority duly given, the foregoing instrument was signed by her as President in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the _____ day of ____________, 2023.

____
Notary Public

My Commission Expires: ____________

STATE OF NORTH CAROLINA, COUNTY OF Franklin

I, a Notary Public of the County and State aforesaid, certify that Daniel S. KPT ~~Colleen M.~~ Cunningham personally appeared before me this day and acknowledged that ~~s~~he is Vice President of **Brandywine Homes, Inc.**, a North Carolina corporation and that by authority duly given, the foregoing instrument was signed by her as President in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the 12th day of September, 2023.

KIMBERLY P THOMAS NOTARY PUBLIC FRANKLIN COUNTY, NC

Notary Public

My Commission Expires: 6/30/2026

STATE OF NORTH CAROLINA, COUNTY OF Franklin

I, a Notary Public of the County and State aforesaid, certify that Bradon Wiggins personally appeared before me this day and acknowledged that he is President of **Roost Building Company, Inc.**, a North Carolina corporation and that by authority duly given, the foregoing instrument was signed by him as President in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the 14th day of September, 2023.

Notary Public

My Commission Expires: 6/30/2026

KIMBERLY P THOMAS NOTARY PUBLIC FRANKLIN COUNTY, NC

STATE OF NORTH CAROLINA, COUNTY OF Franklin

I, a Notary Public of the County and State aforesaid, certify that Joseph D. Procopio, Jr. personally appeared before me this day and acknowledged that he is President of **Genesis Building Co., Inc.**, a North Carolina corporation and that by authority duly given, the foregoing instrument was signed by her as President in the Company name and as the act of the Company.

Witness my hand and official stamp or seal, this the 8th day of September, 2023.

Notary Public

My Commission Expires: 6/30/2026

KIMBERLY P THOMAS NOTARY PUBLIC FRANKLIN COUNTY, NC