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This instrument prepared by Jack Wiggen, Attorney, Michael Best & Friedrich LLP, Wilmington, NC

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS (this "*Amended Declaration*") is made this 5th day of March 2024 ("*Effective Date*"), by Harrelsonville Development, LLC, a North Carolina limited liability company, of Pitt County, North Carolina ("*Developer*").

WHEREAS, the Developer recorded that certain Declaration of Restrictive Covenants in the office of the Columbus County Register of Deeds on November 30, 2023 as Document No. 2023005830 (the "*Original Declaration*"), which the Amended Declaration together with the Original Declaration are collectively, the "Declaration";

WHEREAS, the Developer desires to amend and restate the Original Declaration in its entirety; and

WHEREAS, in the event there is an inconsistency between the Amended Declaration and the Original Declaration, the Amended Declaration controls.

NOW, THEREFORE, the Developer hereby amends and restates the Original Declaration as follows:

A. Developer is the owner of a certain parcel of land located in Lees Township, Columbus County, North Carolina, as legally described on Exhibit A-1, attached hereto and incorporated herein ("*Property*") and as shown on the plat entitled, "Survey of Mill Branch Meadows" dated September 8, 2023 ("*Plat*"), prepared by Nelson D. Soles, PLS, which said Plat is recorded in Plat Book 119 at Page 79, in the Columbus County Register of Deeds Office as Instrument Number 2024001028, to which said Plat reference is hereby made for more certainty and particularity of the land hereby impressed with these restrictions and covenants;

B. Developer desires to develop the Property into residential lots, and it is the desire of the Developer that said lots be subject to the uniform restrictions as set forth herein; and

C. Developer does hereby declare that the following restrictions shall apply to, and does hereby impress upon, all of the lots numbered One (1) through Nine (9), inclusive, which may be conveyed from the Property and shall be binding on all parties claiming by, through, or under Developer, and that all of said lots are subject to the following restrictions which shall run with said properties by whomsoever owned, to wit:

ARTICLE I BUILDING AND USE RESTRICTIONS

1. The purpose of this Declaration is to insure the use of the Property for a single-family residential subdivision, to prevent nuisance, to prevent the impairment of the attractiveness of the Property, and to maintain the desired atmosphere and appearance of the community, and to secure to each Residential Owner (defined below) the full benefit and enjoyment of his or her Lot (defined below), with no greater restriction on the free and undisturbed use thereof than is necessary to insure the same advantages to all other Residential Owners.

2. For purposes of this Declaration, the term “**Subdivision**” shall mean the Property as platted by that certain Plat, a copy of which is attached hereto as Exhibit A-2. The term “**Lot**” shall mean any Lot in the Subdivision. For the Purposes of this Declaration, the term “**Residential Owner**” shall mean the owner of any Lot in the Subdivision.

3. The Property is to be used for single family residential purposes only and not for any business or commercial use. A single-family residence shall only be a site built home, multi-sectional manufactured home, or a modular home. Single wide mobile homes are expressly prohibited on the Property. No multi-sectional manufactured home or modular home which is erected or established in the Subdivision shall be any older than ten (10) years from the date of original manufacture of the home, on the date that the certificate of occupancy is issued for any such dwelling erected or established on any lot within the subdivision. The original HUD "Data Plate" or other original HUD placard shall be permanently maintained in its original and unaltered condition on any multi-sectional manufactured home or modular home which is erected or established on any lot in the Subdivision. Any dwelling which is in violation of this provision regarding age of the home shall be subject to being removed from the Property at the Residential Owner's expense.

4. No building or structure shall be established, erected, altered, or permitted to remain on any Lot other than one (1) detached single-family dwelling (“**Residence**”), a private garage for not more than two (2) cars, and one (1) storage building, which are to be designed and constructed so that they are aesthetically similar to and compliment the Residence which is located on the same Lot within the Subdivision.

5. No Residence shall be permitted on any Lot unless the ground floor heated and enclosed living area of the Residence, exclusive of open porches, shall contain heated floor space

of not less than One Thousand Two Hundred (1,200) square feet in case of a one (1) story Residence and One Thousand (1,000) square feet in the case of a multi-story Residence.

6. No building shall be located on any Lot any nearer to the front street line than fifty (50) feet; or nearer to any side line of any lot than fifteen (15) feet (or if the lot is a corner Lot, then not nearer to any side line of any corner Lot which is also a corner Lot line than twenty (20) feet, and with respect to the side Lot line which is the common line between Lot# 3 and Lot# 4 only, then no building or other structure shall be located any nearer to that common line between Lot # 3 and Lot # 4 than thirty (30) feet); or nearer to any back line than twenty-five (25) feet. Under no circumstances shall any two (2) Residences in the Subdivision be located less than thirty (30) feet from each other. The Residences located on the Lots which abut Harrelsonville Road shall be established so that the front of each Residence and any other outbuilding on each such Lot shall face Harrelsonville Road. The Residences located on the Lots within the Subdivision which do not abut Harrelsonville Road and which only abut a street other than Harrelsonville Road which may be later built and/or established within the Subdivision, shall be established so that the front of each Residence and any other outbuilding on each such Lot shall face such other later built and/or established street.

7. Only one (1) Residence shall be erected or placed on any Lot within the Subdivision at any time provided, however, that two (2) Lots may be combined, and on any such combined Lot, then only one (1) Residence shall be constructed on any such combined Lot. No Lots within the Subdivision may be subdivided. No apartment, motor home, or other construction of like nature shall be allowed on the Lots. Upon the combination of any two (2) Lots within the Subdivision, those originally two (2) Lots shall thereafter be considered as one (1) Lot for all purposes under this Declaration.

8. All site built Residences shall be constructed of new materials. The outside of any site built Residence shall be brick, stuccoed block, cedar siding, or hardboard siding all construction to be in a professional workmanlike manner.

9. All outside storage buildings are to be constructed of new materials and shall be constructed of similar materials to, and architecturally similar to, and so that they compliment the Residence on the same Lot. All outside storage buildings are to be placed on the rear side of the Lot, and located so that the front of any such outbuilding is not located any nearer to the street than the rear of the Residence located on the same Lot.

10. No chain link fences or other type of fences, except fences of a purely decorative nature shall be constructed or maintained on the Lots in the Subdivision any closer to the road than the front of any of the Residence on the same Lot, and any such fences which are constructed on said Lots shall be of a split rail or attractive wood style fence. Chain link fences may be permitted in the rear yard of the Lot and only if constructed in such a manner that no portion of any such chain link fence is constructed or maintained any closer to the street than the rear of the Residence located on that Lot.

11. No cattle, swine, goats, mules, fowl, hunting dogs, horses, ponies, other livestock, snakes, rodents or any other animals shall be kept on any of the said Lots in the Subdivision, except

that dogs, cats, and other small domestic pets may be kept for the personal pleasure of the Residential Owner, provided that no animal so permitted shall be kept under such circumstances that it constitutes an annoyance, a nuisance, or a menace to the Subdivision.

12. Storage of junk or non-operational cars, trucks, motorcycles, boats or other motor propelled conveyances, and any unlicensed vehicles and any campers or trailers on any Lot within the Subdivision is prohibited. Parking cars in the front of the Residence is strictly prohibited, except in the driveway which services each Residence or along the street designated as Harrelsonville Road, or along any street which may be later built and/or established within the Subdivision, whichever street abuts the front of the Lot for which the cars are being parked at that time. Overnight parking of vehicles shall only be allowed in the driveway or behind the Residence.

13. All driveways shall have Developer approved culvert pipe in drainage ditch so as to provide a free flow of water. No pipe shall be less than fifteen (15) inches in diameter or according to State of North Carolina regulations for private roads or driveways, whichever is larger. Construction of driveways and culverts in the Subdivision shall be done in a manner so as not to impede the flow of water through road ditches. Also construction shall meet the North Carolina Department of Transportation's standards with regard to the type of materials, size and type of tile and culverts.

14. The Developer shall have no responsibility for maintaining any drainage easements in connection with any Lot. All maintenance of the drainage easements shall be the responsibility of the Residential Owner, and his/her/their/its heirs, successors, and assigns. Within the easements reserved to Developer, no structure, plantings, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Residential Owner except for those improvements for which a public authority or utility company is responsible. The Developer may, however, from time to time at its sole discretion clean and maintain any drainage easement.

15. All Lots shall be kept in a clean, neat appearance and no trash cans, trash can racks, loose trash, or any similar type trash containers or receptacles shall be allowed in the front yards or on the street adjoining any Lot, except that roll out type trash receptacles may be left on the street for the commercial pickup of residential garbage for the duration necessary for pickup on the schedule, and in the location, as established by the entity providing such services to the Subdivision.

16. No satellite dishes may be installed in the front yard of any Lot. Any and all satellite dishes shall be placed behind the Residence and must be screened by natural materials from the view of the street. This provision shall not apply to the small satellite dishes (DIRECTV or DISH NETWORK) which are attached to the chimney or other part of the Residence. No more than one (1) satellite dish of any size, description or purpose shall be installed or maintained on each Lot.

17. No signs or billboards of any description shall be displayed on any Lot other than private name plates or signs for identification of the Residence and signs which may advertise the property for sale or rent.

18. Upon commencement of construction or establishment of a Residence on any Lot within the Subdivision, the total construction period after commencement shall be no longer than nine (9) months to completion and issuance of a certificate of occupancy by the building inspections department. All Residences, whether site built, modular, or multi-sectional manufactured homes, shall be set up on permanent foundation and underpinned with underpinning which is designed to be permanent and which is of solid masonry construction and constructed only of brick, block, stone, or other masonry derived material and which shall be approved by the Developer prior to installation. The tongue and all wheels and axles shall be removed from any dwelling that is a multi-sectional manufactured home which is established or erected in the Subdivision.

19. No offensive or objectionable activities shall be commenced or permitted on any Lots, and nothing shall be done thereon which may be, or which may become, an annoyance or a nuisance to the Subdivision or which may detract from the exclusively residential character of the Subdivision.

20. No structure of a temporary character, basement, tent, shack, garage, garage apartment, barn, or outbuilding shall be used on any Lot at any time as a Residence, either temporarily or permanently.

21. The Residential Owners shall be required to keep the Lots free of any unsightly debris, abandoned cars, refrigerators, stoves, or other items which may detract from the general appearance of the Subdivision as a thriving residential community.

22. No Residential Owner or resident of the Subdivision shall discharge or permit the discharge of any firearms, projectile fireworks or any fireworks that leave the surface of the ground under their own power within the Subdivision, or on or from any Lot within the Subdivision, whether the same is for recreational purposes or not.

23. All Residential Owners shall recognize and honor the ingress, egress, regress, electric energy, telephone, television, internet, cable facilities, water, sewer, drainage, telecommunications, fiber optic, natural gas, propane gas, electronics and other public convenience or utility easements previously granted, or to be granted, by any prior owners of the Property, by the Developer, or by the Board of Directors, as defined herein. Drainage easements and the existing "canal" as may be shown on the Plat shall remain free from any permanent structures and no vegetation shall be cultivated on or near the said drainage easements or the existing "canal" which would impair the ability of the Developer or the Association, as defined herein, to clean the said drainage easement with mechanical equipment, which the Developer and the Association are allowed, but not required, to so do.

ARTICLE II

POWERS OF DEVELOPER

1. **Enforcement Rights of Developer.** For so long as Developer owns any Lots in the Subdivision, the Developer shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Residential Owner violating the terms, conditions or restrictions contained herein shall be personally liable for and shall reimburse the Developer or the Association for all costs and expenses, including attorneys' fees, incurred by the Developer or the Association in enforcing the terms, conditions and restrictions contained in this Declaration. In addition, to the extent Developer is not reimbursed for any and all cost expended by the Developer within fifteen (15) days after written demand therefore, such costs shall bear interest at the rate of twelve percent (12%) per annum (or the then highest rate allowed by law, whichever is less) until paid. Any Residential Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Residential Owner's Lot which are in violation of this Declaration may, at the Developer's discretion, be required to remove such improvement or improvements in their entirety at the Residential Owner's expense. If the Residential Owner does not remove such improvement or improvements in their entirety after thirty (30) days prior written notice to the Residential Owner, the Developer or the Association may require the Residential Owner to pay the cost thereof as Special Assessment (defined below). The foregoing shall be in addition to any other rights or remedies which may be available to the Developer.

2. **Good Faith Decisions by Developer.** Each Residential Owner, by the purchase of its Lot, agrees that the Developer shall not be held liable for any good faith decision or decisions made by the Developer in enforcing the terms, conditions and restrictions contained herein.

ARTICLE III

EASEMENTS

1. **Easements.**

a. The Developer reserves unto itself, its successors and/or assigns, a perpetual, assignable and releasable easement and right, over, on, and under the Property to erect and use electric and telephone poles, wire, cables, conduits, sewers, water mains, and other suitable equipment for the purposes of transmission, conveyance and distribution of electric energy by one (1) or more circuits, telephone, television, cable facilities, sewer, telecommunications, fiber optic, natural gas, propane gas, electronics and enhanced technological replacement devices and other necessary apparatus, or other public convenience or utilities to and from, and for the benefit of, the Property on, in, or over, the rear ten (10) feet of each Lot, the front ten (10) feet of each Lot, and the five (5) feet along the interior side Lot lines of each Lot within the Subdivision; provided further, the Developer may cut drain ways for surface water along said easements when, in the opinion of the Developer such drain ways are necessary.

b. Further, the Developer reserves unto itself, its successors and/or assigns, a perpetual, assignable and releasable easement and right, over, on, and under that "PROPOSED 50' WIDE PRIVATE ACCESS, DRAINAGE & UTILITY EASEMENT" as shown and delineated on

the Plat, said easement reserved for ingress, egress and regress by foot and/or motorized vehicle for the purposes of (i) transmission and distribution of electric energy by one (1) or more circuits and for the purpose of telecommunications, fiber optic, natural gas, propane gas, electronics and enhanced technological replacement devices and other necessary apparatus; (ii) provision of water, sewer, cable television, internet service and other utilities; and (iii) providing drainage, said easement for the benefit of all of that original tract, lot or parcel of land as described in and conveyed by that certain deed from JONCAR, LLC to the MYRTLE LEE CARTRETTE TRUST u/a/d March 19, 2003, which is recorded in Record Book 1249 at Page 858 in the Columbus County Registry.

c. Further, the Developer reserves unto itself, its successors and/or assigns, a perpetual, assignable and releasable easement and right, over, on, and under that "PROPOSED 10' WIDE DRAINAGE EASEMENT (5' EITHER SIDE OF PROPERTY LINE)" and the existing "Canal" as shown and/or delineated on the Plat, said easement reserved for the purposes of providing drainage to, and for the benefit of, all of that original tract, lot or parcel of land as described in and conveyed by that certain deed from JONCAR, LLC to the MYRTLE LEE CARTRETTE TRUST u/a/d March 19, 2003, which is recorded in Record Book 1249 at Page 858 in the Columbus County Registry, including, but not limited to, the Subdivision.

d. Developer reserves the right to declare any additional easements over one (1) or more Lots as it deems necessary or desirable for the operation of the Property or the Association.

ARTICLE IV

HOMEOWNERS' ASSOCIATION AND ASSESSMENTS

1. **Establishment of Association.** An association (herein referred to as the "*Association*") of the Residential Owners of Lots in the Subdivision is hereby created for the purposes of:

- a. Managing and controlling the common affairs, including the financial obligations, of the Subdivision;
- b. Creating, owning, managing, controlling, maintain, granting easements to or selling any Common Areas, as defined herein, in the Subdivision, if applicable;
- c. Enforcing compliance of the Residential Owners with the applicable provisions of the Declaration, restrictions contained on the Plat, and all ancillary agreements, plans or easements referenced herein or on the Plat;
- d. Maintaining the entrance way into the Subdivision;
- e. Maintaining maintenance and repairing the private streets;

f. Upkeeping, repairing, maintaining, and regulating all drainage ways in the Subdivision; and

g. Performing other duties as set forth herein for the common benefit of the Residential Owners.

The Association shall be known as “*Mill Branch Meadows Homeowners’ Association, Inc.*” and shall be incorporated as a nonprofit corporation under Chapter 55 of the North Carolina General Statutes. The affairs of the Association shall be governed by bylaws to be enacted by the Developer as incorporator of the Association.

2. **Common Areas.** The “Common Areas” of the Subdivision shall include any undeveloped Lot or portion thereof that Developer designates and improves as a common area unless or until such undeveloped Lot or other portion of the Plat has been sold to a Residential Owner, the entryway into the Subdivision, any streets and/or roads into the Subdivision that do not abut NCSR 1171, "Harrelsonville Road", and the drainage ways. All Common Areas and related facilities as developed per the approved final Plat shall be used for the common benefit of all the Residential Owners in the Subdivision. Such Common Areas may only be used for such purposes and in such manners by the Residential Owners (and any permitted invitees) in accordance with the terms, conditions and restrictions contained herein or as are later adopted or approved by the Developer or the Association. The Developer shall have the right to erect signs in the Common Areas to promote the sale of Lots or Residences in the Subdivision and for any other purpose determined by Developer. Any signs, monuments, structures or other common facilities constructed by Developer or the Association on any Common Areas shall be operated and properly maintained and repaired by Developer or Association (as the case may be) so as to be neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). Any portion of a Common Area within any public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

3. **Mandatory Membership.** Every Residential Owner, upon acquiring title to a Lot, or upon entering into a land contract for the purchase of a Lot, shall automatically become a member of the Association and shall remain a member thereof until such time as the ownership of such Lot ceases for any reason, at which time membership in the Association shall automatically cease. In the event a Lot is owned by more than one (1) person or entity, only one (1) person or entity shall be entitled to vote and the person or entity who shall be entitled to vote for the Lot shall be the person or entity named on a certificate executed by all of the co-owners of the Lot and filed with the Secretary of the Association.

4. **Board of Directors.** The Association shall initially be governed by a Board of Directors, hereinafter referred to as the “*Board of Directors*” or “*Board*,” which shall be solely responsible for the activities of the Association. The initial members of the Board will be appointed by the Developer and shall not exceed three (3) in number (the “*Initial Directors*”). After the term of the Initial Directors, the Board shall consist of not more than five (5) directors, to be elected pursuant to the Bylaws of the Association. Notwithstanding the foregoing, so long as the Developer owns any Lots, the Board shall consist of directors appointed solely by the Developer.

5. **Qualification of Directors.** To qualify as a member of the Board, a person must be (i) a Residential Owner; (ii) an officer or equity holder if the Residential Owner is an entity, or (iii) a duly designated officer, agent, or representative of the Developer.

6. **Initial Term of Office of Directors.** The term of office of the Initial Directors (which have been appointed by the Developer) shall commence upon the date of recording of this Declaration and shall continue until two (2) calendar years after the year in which Developer no longer owns any of the Lots then subject to this Declaration, or upon such earlier time as may be designated by Developer (the "**Initial Term**"). During such Initial Term, Developer shall have the right to appoint, remove or replace any or all three (3) Initial Directors. Developer may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time or times during such Initial Term.

7. **Subsequent Terms of Office of Directors.** After the Initial Term, the term of office of Directors shall be for two (2) calendar years, each from the date of the annual meeting first following the meeting at which such Director is first elected by the Members. If any Director shall die, resign, be unable to act or cease to be qualified to be a Director, the unexpired term of such Director shall be filled pursuant to the provisions set forth in the Bylaws of the Association.

8. **Duties of the Board.** In addition to any duties set forth in the Bylaws of the Association, the Board shall have the following duties:

- a. To provide for the maintenance of improvements in the Common Areas;
- b. To establish dates and procedures for the election of members to the Board;
- c. To promulgate operating procedures for the conduct of the Association's and the Board's affairs;
- d. To enforce the terms, conditions and restrictions contained in this Declaration according to the terms thereof; and

9. **Meetings of the Board of Directors and the Association.** All meetings of the Board shall be open to Residential Owners and shall be held upon not less than three (3) days prior written notice to all members of the Board of Directors and Residential Owners. A majority of the members of the Board of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Actions of the Board shall be taken by majority vote of the members of the Board of Directors. The Board shall call a meeting of all the Residential Owners of the Association no less than one (1) time per calendar year.

10. **Board Powers.** In addition to any powers of the Board set forth in the Bylaws of the Association, the Board shall have the following powers:

- a. To take such actions as may be necessary to cause any common areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean, and attractive condition;
- b. To enter into contracts and to employ agents, attorneys or other for purposes of discharging its duties and responsibilities hereunder, including without limitation, the hiring of employees, or a management company to operate and maintain the Common Areas;
- c. To levy and collect assessments in accordance with the provisions of Article IV, Section 11 below; and
- d. To do anything or take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under and enforce this Declaration.

11. **Assessments.** The Board shall levy and collect assessments in accordance with the following and in accordance with the Bylaws of the Association:

a. The Board shall establish an annual budget in advance of each calendar year of all Association expenses for such year that may be required for the proper operation and management of the Association. Such budgeted amount shall be collected from the Residential Owners on a pro rata basis through a general assessment (the “*General Assessment*”). The pro rata share of a Residential Owner of a Lot shall be a fraction, the numerator of which shall be one (1) and the denominator shall be the total number of Lots subject to this Declaration at the time of the General Assessment. Said costs shall include, but not be limited to, taxes, insurance, repair, replacement and additions to any improvements made to any common areas; repairs, replacements, and additions to any storm water improvements to the extent the Association is required to contribute thereto; equipment; materials; labor, management and supervision thereof; and, all costs of the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board may, in its discretion, specifically allocate certain costs to those Lots directly benefited from such costs incurred (“*Allocated Expenses*”). The Board shall also have the power to levy a special assessment (“*Special Assessment*”) against any individual Residential Owner for failure of such Residential Owner to maintain said Residential Owner’s Lot in accordance with reasonable standard of the Subdivision; or otherwise fail to comply with the terms, conditions and restrictions contained in this Declaration, the Plat, and such other ancillary agreements referenced herein. General Assessments and Special Assessments may be referred to collectively as “*Assessments.*”

b. Developer shall not be required to pay any Assessment on any Lots owned by Developer.

c. Written notice of an Assessment shall be personally delivered to each Residential Owner subject to the Assessment or delivered by regular mail addressed to the last known address of such Residential Owner.

d. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

e. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each Residential Owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the Residential Owner for the collection of any unpaid assessment.

f. The Board may record a document with the Register of Deeds in Columbus County, North Carolina, giving notice of a lien for any such unpaid Assessments and, upon payment or satisfaction of the amount due, record a document cancelling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorneys' fees relating to any such document, or the collection of an Assessment shall be borne by the affected Residential Owner. Enforcement of such lien by the Association shall be in conformity with the provisions of section N.C.G.S. § 47F-3-116. In the event Developer or the Association incurs attorneys' fees or other costs in connection with the enforcement of this Declaration, the Residential Owner shall be obligated to reimburse Developer or the Association for its actual attorneys' fees and other enforcement costs.

g. In the event any Residential Owner whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her Lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

ARTICLE V

EXPANSION LANDS

1. Developer expressly reserves unto itself, its successors and assigns, the right to expand the Subdivision, without the consent or approval of any Residential Owner or the Association, at any time and from time to time on or prior to expiration of Developer control of the Subdivision, by subjecting any land adjacent to the Subdivision to this Declaration ("*Expansion Lands*"). Developer shall be under no obligation to and makes no representation that it will expand the Subdivision. The Lots, Residential Owners, and Common Areas, if any, in the Expansion Lands will become subject to and will be entitled to the benefits of the provisions of this Declaration and the Bylaws of the Subdivision upon recordation of a recording of an amendment to this Declaration and an amendment to each of the exhibits incorporated herein in the Office of the Register of Deeds for Columbus County, North Carolina

2. In the event of and upon each expansion, if any, each Residential Owner in the Expansion Lands shall become a member of the Association and shall be entitled to one (1) vote for each Lot owned.

ARTICLE VI

GENERAL PROVISIONS

1. **Severability.** Invalidation of anyone of the provisions of this Declaration by judgement or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.

2. **Enforcement.** The covenants, conditions, restrictions, and all terms and provisions of this Declaration shall run with the land and be binding upon the Developer and all Residential Owners, and their respective successors and assigns. All future transfers of any Lots shall be made subject to the terms hereof, obligations and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any Lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Declaration and is deemed constructive notice of the same, regardless of whether specific reference is made of this Declaration in the instrument of transfer. The Association or Developer may enforce the provisions of this Declaration by proceedings in law or equity against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, or both.

3. **Modification.** This Declaration may be amended, waived, or terminated in whole or part at any time by execution of a written instrument in recordable form by seventy-five percent (75%) of the Residential Owners entitled to vote. Notwithstanding the foregoing, so long as Developer owns any interest in any Lot, no amendment, modification, or supplement to the Declaration shall be effective unless executed by Developer in its sole discretion.

4. **Term.** The covenants, rights, terms, reservations, limitations, agreements, and restrictions contained in this Declaration shall run with the land and be in force for a term of thirty (30) years from the date the Declaration is recorded. Upon the expiration date of such thirty (30) year term or any extended term, this Declaration shall be automatically be extended for successive periods of ten (10) years each, unless prior to the end of the then-current term a Notice of Termination is (i) executed by a vote of the majority of the Residential Owners and their mortgagees and (ii) is thereafter recorded in the Office of the Register of Deeds of Columbus County, which Notice of Termination shall be effective upon the expiration of the initial thirty (30) year term. Notwithstanding the foregoing, no Notice of Termination shall affect any right of the Developer contained herein unless expressly consented to by the Developer. This Declaration shall be binding upon all Residential Owners and any other person claiming under or through the Developer.

[Remainder of the page intentionally left blank. Signature on the following page.]

EXHIBIT A-1

Legal Description of the Property

Lots 1 through 9, as shown on that certain Survey of Mill Branch Meadows dated September 8, 2023, and recorded in the Columbus County Register of Deeds Office on February 29, 2024, in Book 119, Page 79, as Instrument Number 2024001028, located in Lees Township, Columbus County, North Carolina.

Tax Key Nos.:

Lot 1 104442

Lot 2 104443

Lot 3 104444

Lot 4 104445

Lot 5 104446

Lot 6 104447

Lot 7 104448

Lot 8 Part of 007231

Lot 9 Part of 007231

EXHIBIT A-2

Plat

(See attached.)

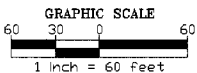
MILL BRANCH MEADOWS

SURVEY OF

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

N/F RONNIE W. FAULK
Deed Book 486, Page 31
See Plat Book 43, Page 5

CURRENT OWNER(S): MYRTLE LEE CARTRETTE TRUST
LEES TOWNSHIP COLUMBUS COUNTY, N.C.
SEPTEMBER 8, 2023 SCALE: 1" = 60'
REVISED: FEBRUARY 15, 2024

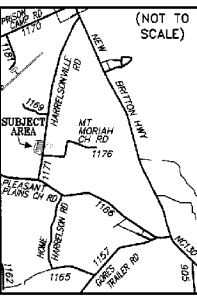


CERTIFICATE OF FINAL APPROVAL:

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF COLUMBUS, NORTH CAROLINA AS ADOPTED FEB. 15, 2010, AND THAT THIS PLAT HAS BEEN APPROVED BY THE COLUMBUS COUNTY PLANNING DIRECTOR FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF COLUMBUS COUNTY.

Sharon R. Lucas for Gary Brainer DATE: 02/27/2024
COLUMBUS COUNTY PLANNING

APPROVAL EXPIRES IF NOT RECORDED WITHIN 90 DAYS OF SIGNATURE AND MUST BE RESUBMITTED FOR REAPPROVAL.



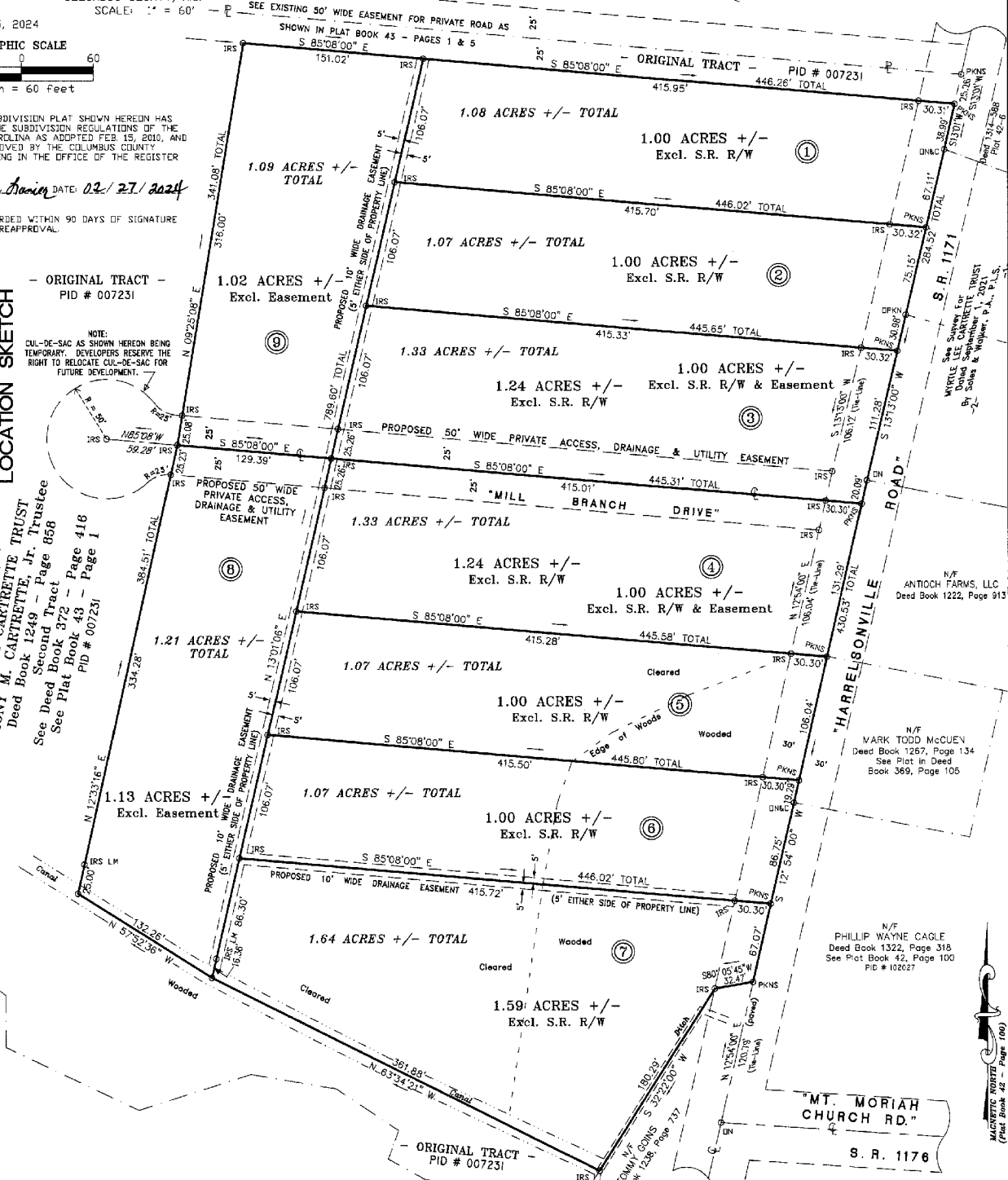
LOCATION SKETCH

ORIGINAL TRACT - PID # 007231

NOTE: DUL-DE-SAC AS SHOWN HEREON BEING TEMPORARY. DEVELOPERS RESERVE THE RIGHT TO RELOCATE DUL-DE-SAC FOR FUTURE DEVELOPMENT.

THE FOLLOWING MINIMUM BUILDING SETBACK LINES APPLY:
FRONT 50' FROM R/W
REAR 25' FROM PL
SIDE 15' FROM PL
CORNER SIDE 20'

ORIGINAL TRACT - MYRTLE LEE CARTRETTE TRUST
Deed Book 1249 - Page 858
Second Tract - See Deed Book 372 - Page 416
See Plat Book 43 - Page 1
PID # 007231



2024001028
COLUMBUS CO. N.C. FEE \$21.00
02-29-2024 02:48:17 PM
KANDARCI, J. R. BULLOCK
REGISTERED SURVEYOR
EQUILIBRIUM SURVEYING
CONCEPTS

BK: PB 119
PG: 79-79

NOTES:
* LAND OWNERS, AS SHOWN HEREON, TAKEN FROM COLUMBUS COUNTY TAX RECORDS.
CURRENT OWNERSHIP OR ADDITIONAL LAND OWNERS SUBJECT TO TITLE RECORDS SEARCH.
* THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD OR OTHER MATTERS OF RECORD.

CERTIFICATE OF PURPOSE OF PLAT
I HEREBY CERTIFY THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND, BEING G.S. 47-30 AS AMENDED (CXXI).

STATE OF NORTH CAROLINA - COUNTY OF COLUMBUS
I, NELSON D. SOLES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION OF THE DESCRIPTION REQUIRED IN DEED BOOK 1249 - PAGE 858 SECOND TRACT (PORTION OF); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS NOTED HEREON, THAT THE RATIO OF PRECISION AS CALCULATED IS 15.0004; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL, THIS 8TH DAY OF SEPTEMBER, A.D., 2023, REVISED: 2-15-2024.

PROFESSIONAL LAND SURVEYOR, LICENSE NO. 2819
UNLESS THIS MAP IS SIGNED, SEALED AND DATED, THIS IS A PRELIMINARY PLAT, NOT FOR RECORDATION, CONVEYANCES OR SALES.



LEGEND:

---	SURVEYED PROPERTY LINE
---	PLOTTED PROPERTY LINES
---	FROM DOCUMENTARY EVIDENCE
---	CENTERLINE OF ROAD
---	ADJOINER PROPERTY LINE
---	OLD MARKED PROPERTY LINE
---	PROPERTY LINE
---	EXISTING CONCRETE MARKER
---	RIGHT OF WAY
---	CENTER LINE
---	NDV OR FORMERLY
---	OLD NAIL
---	OLD NAIL & CAP
---	PKNS
---	PK NAIL SET
---	OLD IRON PIPE
---	DIR
---	DIR IRON REBAR
---	IRS
---	DIRM REBAR SET
---	LINE MARKER

STATE OF NORTH CAROLINA - COUNTY OF COLUMBUS
I CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 2-27-2024
REVIEW OFFICER: *Sharon R. Lucas*

DATE 9/8/2023	SOLES & WALKER, P.A., P.L.S. SURVEYING AND MAPPING 104 COURTHOUSE SQUARE WHITEVILLE, N.C. 28472 TEL/FAX: 910.642.8872 LICENSE# NO. C-2450	PROJECT No. 210648 JOB No. 220667 REV. DRAWING NO. M-1147 A
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BK 119 PG 79