

Prepared by and HOLD for: Kristen Zillioux

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

DECLARATION OF COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR EASTOVER

THIS DECLARATION is made this 1st day of Sept, 2021, by EASTOVER 96, LLC, a North Carolina Limited Liability Company ("Declarant") and Caviness & Cates Building and Development Company ("Builder")

WITNESSETH:

WHEREAS, Declarant is the Owner of the real property described in Exhibit A attached hereto (the "Properties"), and

WHEREAS, Builder is the Owner of the real property described in Exhibit B attached hereto (the "Builder Lots"); and

WHEREAS, Declarant wishes to subject the Properties to certain Covenants, Conditions and Restrictions and has requested the joinder of Builder said Declaration; and

WHEREAS, Builder joins in this document for the purpose of consenting to said Declaration and to agree that the lots owned by them shall be subject to all the burdens and benefits of the Declaration of Covenants, Conditions and Restrictions for Eastover and any amendments thereto;

NOW THEREFORE, Declarant and Builder do hereby agree and covenant with all persons, firms or corporations now owning or hereafter acquiring any property in Eastover Subdivision, as recorded in Plat Book 92, Pages 127-128 and in Plat Book 92, Pages 269-270, Johnston County Registry, are subject to the following restrictions as to the use thereof, which shall run with the said property by whomsoever owned, to wit:

ARTICLE I -DEFINITIONS

1. "*Association*" shall mean and refer to EASTOVER HOMESOWNERS ASSOCIATION, INC., its successors and/or assigns.

2. "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is part of the Properties, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "*Properties*" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. "*Common Area*" shall mean all real property (including any improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area is to be owned by the Association.
5. "*Lot*" shall mean and refer to each lot specifically enumerated on map of Eastover Subdivision, as recorded in Plat Book 92, Pages 127-128 and in Plat Book 92, Pages 269-270, Johnston County Registry. The owners of said lots or building units may vary the line of said lots, but except as otherwise provided herein, shall not resubdivide the lots in such manner that the number of lots within the subdivision will be increased.
6. "*Declarant*" shall mean and refer to EASTOVER 96, LLC, its successors, heirs or assigns.

ARTICLE II -PROPERTY RIGHTS

1. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall of have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
 - b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by any Owner for any period of time during which any assessment against his Lot remains unpaid;
 - c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless and instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded;
 - d. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of said mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
 - e. The obligation of the Association to provide reasonable access to subsequently annexed properties.
2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III -MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
2. The Association shall have two (2) classes of voting membership:
 - CLASS A. Class A member(s) shall be all Owners, with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be Members. The vote for each Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
 - CLASS B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever occurs earlier:
 - a. When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or
 - b. December 31, 2022.

ARTICLE IV -COVENANT FOR MAINTENANCE ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and 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, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment was made.
2. PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Permanent Open Space and/or Common Areas.
3. AMOUNT OF ASSESSMENTS.
 - (a) Initial Maximum Assessment. To and including December 31, 2022, the maximum annual assessment shall not exceed Four Hundred Eighty (\$480.00) Dollars per Lot.
 - (b) Increase by Association. From and after December 31, 2022, the annual assessment imposed by this Association, initially \$480.00, effective for any year may be increased effectively from and after January 1 of the succeeding year by the Declarant, without a

vote of the membership, by a percentage which may not exceed the greater of five percent (5%) above the maximum assessment for the previous year.

(c) Increase by Members. From and after December 31, 2022, the annual assessment may be increased by a percentage greater than five percent (5%) by an affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(d) Board Authority. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, restoration, repair or replacement of a capital improvement upon the Common Properties, any extraordinary maintenance, including vegetation, fixtures and personal property related thereto and any property for which the Association is responsible, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. CAPITAL RESERVE FUND/COMMON EXPENSES ASSESSMENT. Out of the Common Expenses assessment, the Board shall create and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Properties which the Association may be obligated to maintain as well as for payment of premiums for any hazard, liability or other such insurance premiums as the Declaration or Bylaws may require the Association to purchase; or as the Association may deem appropriate to purchase. First Owners of new Lots (not including the Declarant or Builder) shall be required to pay a flat fee of \$250 as a capital contribution, said amount to be collected at closing of such Lot. This amount shall be in addition to, not in lieu of, the annual base assessment.

6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS and 4. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members not less than 15 days nor more than 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 class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to a minimum seven (7) day, maximum twenty-one (21) day notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If at a second meeting, the requirement of one-half of the required quorum is not met, then in a subsequent meeting the requirement shall be one-fourth (1/4) of the required quorum and successive meetings may be held until a quorum is maintained by successively halving the quorum requirement of the prior meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

7. UNIFORM RATE OF ASSESSEMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis or other periodic basis established by the Board.

8. DATE OF COMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence as to all Lots at the date of closing of the sale of a Lot from a builder to a consumer-occupant. A consumer-occupant Lot owner shall pay the pro-rata amount of the annual assessment from the date of closing on any Lot until the first day of the first calendar year following

closing of that sale. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge if it deems appropriate, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

9. EFFECT OF NON-PAYMENT OF ASSESSMENTS- REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default, and shall bear interest from the due date at the highest rate then permitted by North Carolina law not to exceed twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorneys' fees as determined by a Court of competent jurisdiction or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

10. SUBORDINATION OF THE LIEN TO MORTGAGES AND AD VALOREM TAXES. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage and ad valorem taxes on said Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax 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 but shall not abate the personal obligation of the prior owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V -USE RESTRICTIONS

1. LAND USE AND BUILDING TYPE. No Building Unit shall be used except for residential purposes and no part of said property shall be used for business, manufacturing or commercial purposes. No part of any lot or Building Unit shall be used for street purposes except with the prior written approval of Declarant, or by such person or persons as they shall designate in writing. No building shall be erected, altered, placed or permitted to remain on any Building Unit other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three (3) cars and outbuilding incidental to residential use, provided, however, that no buildings other than the dwelling shall be allowed without the prior approval of Eastover 96, LLC, or by such person or persons as they shall designate in writing.
2. DWELLING SIZE. No dwelling shall be permitted on any Building Unit which has a total finished living area plus a two (2) car garage of less than 2,600 square feet. For purposes of these covenants, basements, porches and storage areas shall not be considered as a part of the finished living area, but a two (2) car garage shall be considered part of the finished living area.

3. **BUILDING LOCATION:** All buildings shall be constructed in accordance with Johnston County Subdivision Regulations in effect at the time a building is constructed on any lot.
4. **ARCHITECTURAL APPROVAL:** In order to maintain architectural beauty in this subdivision, and to guard against the erection therein of poorly placed, designed or proportioned structures, no building shall be erected, altered or permitted to remain on any Building Unit until a plot plan showing the location of said building on the lot and the plans and specifications showing the type and exterior lines thereof have been submitted to and approved in writing by Declarant, or by such person or persons as they shall designate in writing. Declarant shall have the right to approve up to a five (5%) percent variance on plans and site location. In the event that Declarant shall fail to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted as herein required, such approval shall not be required, and this covenant shall be deemed to have been fully complied with. All dwellings shall be constructed with brick or approved siding, which includes Hardi-Plank siding and vinyl siding. All dwellings must be built by a N.C. Licensed Contractor and must be completed within eight (8) months from the date of commencement of construction.
5. **PROHIBITED STRUCTURES:** Mobile homes, shell homes, modular homes, pre-cut, pre-assembled and packaged homes and all other similar type buildings are expressly prohibited on any Building Unit in the subdivision, except that a temporary sales structure may be located on a Building Unit during the marketing of the subdivision.
6. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot and five (5) feet on each side lot line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
7. **NUISANCES:** No noxious or offensive 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 including, without limitation, the storing or parking of inoperative motor vehicles or the maintenance of or repair to motor vehicles except within completely enclosed garages constructed in conformity with these covenants and applicable laws and ordinances.
8. **ANIMALS:** No animal or livestock of any kind shall be raised, bred or maintained on any lot except that four (4) dogs or cats per lot and no more than eight (8) chickens (only hens not roosters) may be kept provided that (1) they are not kept, bred, or maintained for commercial purposes, (2) the animal shall not run at large in the subdivision or be kept in

violation of applicable government laws and ordinances, and (3) no such animal shall continue to be kept on a lot who is aggressive or who has bitten an individual or bitten or attacked another animal located in the subdivision. Any pet that is not on the premises of the homeowner shall be on a leash and accompanied by the owner or someone with the owner's permission. The owner of any pet who damages another lot owner's personal or real property shall be responsible for any such damage caused by such pet. No person shall keep or maintain any animal or fowl which, by habitual or frequent sound or other noise, shall disturb any person in the subdivision, or shall violate Section 8 above.

9. FENCING: No fence shall be erected, altered or permitted to remain on any lot until a plot plan showing the location of the of the building on the lot, and the plans and specifications showing the type and exterior lines thereof have been submitted to and approved in writing by Declarant, or by such person or persons as it may designate in writing.

Upon the sale and transfer of all the lots in the subdivision by Declarant, Declarant or such other person or persons as it shall designate in writing, shall designate a minimum of two (2) lot owners in the subdivision to serve as the Fencing Review Committee without compensation, until they are replaced by the majority vote of the owners of the lots in the subdivision.

10. FIRE PROTECTION: Before starting, permitting or maintaining an open fire on any lot, a written permit to start and maintain such fire must be obtained from the appropriate forestry, fire or governmental authority. Burning of household trash or garbage is not permitted on any lot.
11. GARBAGE: Each Lot Owner shall provide a garbage receptacle or similar facilities in accordance with reasonable standards set by the Declarant, or roll out garbage containers of the type approved by the Declarant, which shall be visible from the streets on garbage pick-up days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage on any Lot or Lots within the Subdivision or Development shall be permitted. Provided however, that a Lot Owner shall be permitted to modify the requirements of this section where necessary to comply with orders of governing bodies.
12. FIREARMS: Any firearm that is kept in any home in the subdivision shall be kept in accordance with all applicable Federal, State and County laws. Discharging of firearms on any lot within the subdivision is prohibited.
13. SATELLITE DISHES: All satellite dishes shall be located behind each dwelling constructed on a lot in said subdivision. In addition, any satellite dish located on a corner lot must be approved in writing by Declarant, or such person or persons as it shall designate in writing. Subject to any regulations of the Federal Communications Commission ("FCC"), as they may be amended from time to time, no exterior antennas of any kind or satellite dishes or discs larger than 1 meter in diameter shall be placed, allowed or maintained upon any lot in the subdivision. Any satellite dish or disc 1 meter or smaller may be erected, provided that such dish or disc is not attached to the street-facing elevation of a home and shall be mounted on the roof of the home, unless

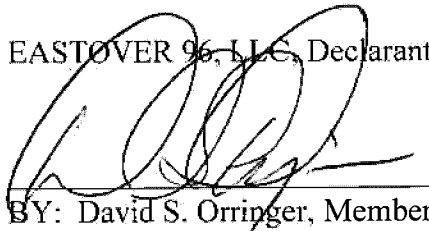
otherwise agreed to in writing by Declarant or such person or persons as it shall designate in writing.

14. **DRIVEWAYS AND ROAD MAINTENANCE:** Temporary gravel driveways are permissible prior to the completion of construction of any dwelling. Prior to the pouring of any house footing, each lot shall have concrete tile and a gravel driveway apron installed. All permanent driveways placed on the lot must be paved or made of concrete and be at least ten (10) feet in width and shall be a minimum length of twenty (20) feet, unless determined otherwise in the sole discretion of Declarant or such person or persons as it shall designate in writing. All driveway connections for each lot shall be installed to meet North Carolina Department of Transportation ("NCDOT") "Typical Driveway Turnout Grades" and the driveway pipe shall be installed to meet NCDOT specifications and standards. Any driveway pipes or connections that are not properly installed with respect to size design specifications thus requiring any type of work or reinstalling before the NCDOT will accept the public road for addition to the state road system shall be the responsibility of the owner of each individual lot. Declarant, its successors and/or assigns shall have the right to correct improperly installed driveways and be reimbursed by the individual lot owner should the individual lot owner not remedy the driveway property which might delay NCDOT from accepting the road for maintenance. Declarant shall be responsible for the construction and maintenance of the roads within the subdivision and shall insure that all such roads are in compliance with the regulations of the NCDOT until such time as such roads are accepted and dedicated to the State of North Carolina for state maintenance.
15. **TEMPORARY STRUCTURES:** No structures of a temporary kind, trailer, mobile home, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently, except as set forth in Paragraph 6, herein.
16. **VEHICLES:** No stripped, partially wrecked, or junk motor vehicle or part thereof shall be permitted to be parked or kept on any street or Lot. All vehicles kept in the Subdivision must be currently registered and licensed with the appropriate state authority.
17. **PARKING:** Adequate off-street parking shall be provided by the Lot Owner herein for the parking of automobiles or other vehicles owned by the Owner and the Owner agrees, on behalf of his occupants, guests, tenants or invitees, not to park his automobile or other vehicles on the streets or Common Areas of the Subdivision. No travel trailers, campers or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, commercial trucks, or other commercial vehicles, boat trailers or boats shall be kept, stored or parked overnight, either on any Common Areas, specifically including streets, or any Lot, except within enclosed, approved garages or otherwise sheltered from view from neighboring Lots or Common Areas. Declarant may require proper screening prior to permitting the parking of certain vehicles or boats on Lots in the Subdivision.
18. **TERM:** These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date of recordation. These covenants may be extended by an instrument recorded prior to the termination of these covenants, signed by a majority of the then owners of the lots.

19. 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 or covenants, either to restrain violation and/or to recover damages.
20. SEVERABILITY: Invalidation of any one of these covenants or any part thereof by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenants or restrictions in the future.
21. ELECTRICITY: All electric services will be underground. The Declarant reserves the right to subject the real property in this subdivision to a contract with Duke Energy-Progress for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Duke Energy-Progress by the owner of each lot.
22. IMPERVIOUS MATERIALS: All other provisions herein contained notwithstanding, any impervious material placed upon a lot shall not exceed and average of 9,779 square feet of the total square footage of the lot. "Impervious material" is defined as rooftops of homes, garages and outbuildings, paved or asphalt driveways, walkways and patios.
23. AMENDMENT: While Declarant owns any lot within the subdivision, or for such shorter period as allowed by law, Declarant shall have the absolute right to amend these Restrictive Covenants, which amendment or amendments shall be binding upon all lot owners within the subdivision. Thereafter, these covenants may be amended by a recorded instrument signed by not less than seventy-five (75%) percent of the then owners of the lots.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument
To be executed by themselves on this the 1st day of September, 2021.

EASTOVER 96, LLC, Declarant



(SEAL)

BY: David S. Orringer, Member

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I, Lynn A Watkins, a Notary Public of Johnston County, North Carolina, certify that
David S. Orringer personally came before me this day and acknowledged that he is Member of
Eastover 96, LLC a North Carolina Limited Liability Company, and that, by authority duly given
and as the act of the LLC, the foregoing instrument was signed in its name by himself.

Witness my hand and Notarial Seal this 1st day of September, 2021.

My Commission Expires: 12-7-2021



Lynn A Watkins
Notary Public

CAVINESS & CATES BUILDING AND DEVELOPMENT COMPANY

 (SEAL)
BY: Diane Dellasandro, Secretary

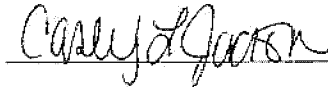
STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I, Casey L Jackson, a Notary Public of Cumberland County, North Carolina, certify that Diane Dellasandro personally came before me this day and acknowledged that she is Secretary of Caviness & Cates Building and Development Company, a North Carolina corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by herself.

Witness my hand and Notarial Seal this 3rd day of September, 2021.

My Commission Expires: 3/25/24


Notary Public

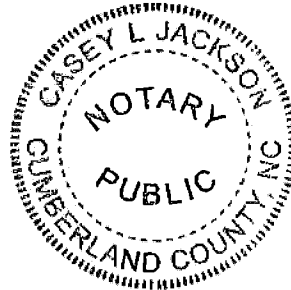


EXHIBIT A

BEING all of that tract or parcel of land containing 35.407 ac (including R/W) or 34.872 ac (excluding R/W) and also designated as Tract 1 on map thereof dated September 6, 2006 by Brennan Land Surveying, P.A. entitled "Boundary Survey for David S. Orringer and Nicole E. Orringer" and recorded in Plat Book 69, Page 409, Johnston County Registry; LESS AND EXCEPT those Lots conveyed to Caviness & Cates Building and Development Company more particularly described on the attached Exhibit B.

EXHIBIT B

BEING ALL of Lots 2,3,4 & 5, Eastover, Phase One, as shown on plat thereof by True Line Surveying, P.C. and recorded in Plat Book 92, Pages 127-128, Johnston County Registry; and

BEING ALL of Lots 6,7,8,9,10,11,12,13 & 14, Eastover, Phase Two, as shown on plat thereof by True Line Surveying, P.C. and recorded in Plat Book 92, Pages 269-270, Johnston County Registry.