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Prepared by and return to:  
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STATE OF NORTH CAROLINA  
MOORE COUNTY

**AMENDED AND COMPLETELY RESTATED  
DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BROOKWOOD SUBDIVISION**

This AMENDED AND COMPLETELY RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKWOOD SUBDIVISION (the "Amended Declaration") is made this 10<sup>th</sup> day of December 2019 by Tri South Builders, Inc., a North Carolina corporation ("Declarant"); Caviness & Cates Building and Development Company, a North Carolina corporation ("Caviness & Cates") and Caviness Land Development, Inc., a North Carolina corporation ("Caviness Land") (Caviness & Cates and Caviness Land collectively referred to as "Lot Owner") for the purpose of evidencing their consent to the Amended Declaration with respect to the Lots in Brookwood Subdivision that each Lot Owner owns.

Declarant is the owner and developer of certain real estate in Moore County, North Carolina containing thirty (30) acres and described in the deed recorded in Deed Book 5008, Page 106, Moore County Registry (the "Property"); and

Declarant has developed a portion of the property into a subdivision known as "Brookwood Subdivision" (the "Subdivision") as shown on a plat thereof recorded in the office of the Register of Deeds of Moore County, North Carolina in Plat Cabinet 18, Slide 38, (the "Initial Subdivision Lots"); and

Declarant caused to be filed the Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on March 20, 2019 and was recorded in Book 5103, Page 113 of the Moore County Registry (the "Original Declaration"); and

Caviness & Cates is the owner of Lots 2, 3, 4, 5, 6, 10, 11, 12 and 13 as shown on plat recorded in Plat Cabinet 18, Slide 38 of the Moore County Registry (the "Caviness & Cates Lots") and herein consents to the terms of this Amended Declaration with respect to the Caviness & Cates Lots; and

Submitted electronically by "Robbins May & Rich LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Moore County Register of Deeds.

Caviness Land is the owner of Lots 1, 7, 8, 9, 14, 15, 16 and 17 as shown on plat recorded in Plat Cabinet 18, Slide 38 of the Moore County Registry (the "Caviness Land Lots") and herein consents to the terms of this Amended Declaration with respect to the Caviness Land Lots; and

Declarant desires to subject all of the Lots in the Subdivision to the Covenants, Conditions and Restrictions of the Amended Declaration as set forth herein; and

Declarant desires hereby declares that all of the Lots located within the Subdivision are subject to the following easements, covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of said Lots. These easements, conditions, covenants and restrictions shall run with the land and shall be binding upon the Declarant and parties acquiring any right, title or interest in and to the Lots, and shall insure to the benefit of the Declarant and the Lot Owners, and these heirs, successors and or assigns; and

Declarant, with the Consent of the Lot Owners, further declares that the terms and conditions of the original Declaration are herewith completely amended and replaced by this Amended Declaration.

#### **ARTICLE 1 DEFINITIONS**

- 1. "Development Period"** means the period commencing on the date on which this Declaration is recorded in the Moore County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns any portion of the Property; or (ii) the date that Declarant records a notice in the public record terminating the Development Period.
- 2. "Lot"** shall mean and refer to any numbered parcel of land designated on the Plats upon which a residence has been or is intended to be constructed, including the Initial Subdivision Lots.
- 3. "Owner"** shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of a fee simple title to any Lot located within the Subdivision.
- 4. "Plat" or "Plats"** shall mean and refer to the record plats of portions of the Property recorded by Declarant, as the same may be amended or supplemented by Declarant from time to time, including but not limited to the recorded plat showing the Initial Subdivision Lots.
- 5. "Subdivision"** shall mean and refer to those portions of the Property delineated on the Plat referenced herein above, and delineated on any subsequent Plats of portions of the Property, and/or delineated on recorded plats of additional properties which have been subjected to this Declaration by annexation by Declarant pursuant to the terms of this Declaration.
- 6. "Association"** shall mean the Brookwood Star Ridge Property Owner's Association, Inc. a North Carolina non-profit corporation.
- 7. "Third Party"** shall mean the purchaser of a Lot with a residential unit located thereon or the purchaser of a Lot who intends to construct a residential unit on such Lot for the purchaser's personal use.

**8. "Common Area"** shall mean any real property owned by the Association for the common use, benefit and enjoyment of the Owners, and all other property required to be included as Common Area by state or municipal law. When applicable for the sense of this instrument, the singular should be read as including the plural and the male, female and neuter pronouns and adjectives should be read as interchangeable.

## ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

The Lots, Subdivision and all residences thereon shall be held, transferred, sold, conveyed, leased, mortgage and occupied subject to the terms, provisions, covenants and conditions of this Declaration. Additionally, Declarant shall have the following rights with respect to the property subject to this Amended Declaration:

**1. Annexation of Additional Property.** At any time during the Development Period Declarant shall have the right, at the option of Declarant in its sole discretion, to annex additional land to the Subdivision and to this Declaration without the consent of the Owners by the recording of a plat or plats showing the annexed property and recording an amendment to this Declaration subjecting the annexed property to this Declaration by reference. Any property annexed must be part of, or contiguous to the Property. Declarant may annex one or more parcels at various times during the Development Period.

**2. Amendments.** Amendments to this Declaration annexing additional property may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. Amendments to the Declaration under this paragraph shall not require the joinder or consent of Owners other than Declarant.

**3. Withdrawal of Property.** Declarant reserves the right to amend this Declaration at any time during the Development Period to remove any portion of the Property from coverage by this Declaration so long as such removal does not unequivocally contradict the general scheme of development of the Lots no longer owned by the Declarant.

**4. Special Declarant Rights.** Declarant reserves the following "Special Declarant Rights" for the entirety of Property, including any additions thereto, during the Development Period: (i) to complete, repair, maintain and revise any and all improvements indicated on the plats and plans; (ii) to exercise any development right reserved in this Declaration; (iii) to construct and maintain in the Subdivision sales, management or construction offices, model homes, and signs advertising the Property and any property which may be added thereto; and (iv) to revise the Plats to alter the size of any unsold Lot, or to combine, recombine or re-subdivide any unsold Lots.

## ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

**1. Membership.** Declarant and Owners shall be Members of the Association.

**2. Voting Rights.** There shall be two (2) classes of membership with respect to voting rights:

- a. **Class A Members.** Class A Members shall be the Owners of all Lots except the Class B Member. Class A Members shall be entitled to one (1) vote for each Lot owned. Lots owned by Class A

Members shall be "Class A Lots". When more than one Person owns an interest other than a security interest in any Class A Lot, all such Persons shall be Members and the voting rights appurtenant to their Lot shall be exercised jointly, fractional voting shall not be allowed, and no more than one vote shall be cast with respect to any Lot.

b. Class B Member. The Class B Member shall be the Declarant. Lots owned by the Class B Member shall be "Class B Lots". Subject to the provisions of this Section 2(b), Declarant shall be entitled to ten (10) votes for each Lot that it owns. Upon expiration of the Development Period, Declarant shall have one vote for each Lot that it owns; however, such Declarant owned Lots shall continue to be treated as Class B Lots for assessment purposes.

**3. Declarant's Right to Appoint Directors and Officers of the Association.** Until the expiration of the Development Period, Declarant may, in its discretion appoint and remove all of the Directors and officers of the Association. Declarant's intent to exercise or continue to exercise that right shall be set forth in the notice of each annual meeting of the Members.

#### **ARTICLE 4 PROPERTY RIGHTS**

**1. Owners' Easements.** Every Owner shall have a right and easement of enjoyment in, use of, and access to, from, and over the Common Area, subject to:

a. the right of the Association to limit the use of Common Area to Owners who occupy a residence on the Subdivision and to their families, tenants and guests, and to make reasonable rules and regulations with respect to use of the Common Area.

b. the right of the Association, with approval of the Members, to dedicate or transfer all or any part of the Common Area to a governmental body or agency, or utility. Dedication or conveyance pursuant to this paragraph shall require the approval of at least Eighty percent (80%) of the votes of the Members in writing or at a duly called meeting of Members. Notwithstanding the above, the Board of Directors of the Association may grant and convey easements for the installation and maintenance of sewage, utility and drainage facilities upon, over, under and across the Common Area without the approval of the Members when necessary or convenient for the use and enjoyment of the Subdivision. The Common Area shall be maintained for the benefit of the Owners or for the public in general and shall not be conveyed except to a governmental entity or to a nonprofit entity organized for purposes similar to those of the Association.

**2. Conveyance of Title to the Association.** Declarant covenants that it will convey the Common Area to the Association. Declarant hereby reserves and grants for itself an easement over, under, across and through the Common Area so long as it owns any Property within the Subdivision, for the purpose of maintaining or constructing any improvements on the Common Area or the Lots. Conveyances by the Declarant to the Association shall be free and clear of all encumbrances and liens except restrictive covenants applicable to the Subdivision, access, utility, drainage, greenway and other easements herein, of record, or shown on the recorded plats of the Subdivision, and property taxes not yet due and payable. Any improvements placed on the Common Area by Declarant shall become the property of the Association, except utilities owned and maintained by the Town or other governmental entity, or a public or private utility company.

## ARTICLE 5 ASSESSMENTS

**1. Lien for Assessments.** Each Third Party Owner of a Lot, by acceptance of a deed, covenants and agrees to pay to the Association the annual assessments and special assessments established by the Association as provided herein. All past due assessments, together with interest and late charges set forth in Section 7 of this Article 5 and all costs of collection, including Attorneys' Fees, shall be the personal obligation of the Owner and shall be a continuing lien against the Lot as provided in Section 3-116 of North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes, herein after the "Act"), which lien shall attach to the Lot if said lien remains unpaid for a period of 30 days and a claim of lien is filed by the Association. Assessments, interest and costs of collection, including Attorneys' Fees, shall also be a personal or corporate obligation of the Owner when said assessment becomes due, but the personal or corporate obligation of the Owner shall not be imposed upon Owner's successors unless expressly assumed by them, however, assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

**2. Purpose of Assessments.** Assessments shall be used to promote the recreation, health, safety and welfare of the Owners, including for:

- a. management, maintenance, repair and reconstruction of the Common Area and improvements thereon including storm water drainage facilities and the cost of repair, replacement and expansion thereof;
- b. payment of assessments, penalties and fines levied against the Association or the Common Area;
- c. payment of taxes and public assessments levied against Common Area owned in fee by the Association;
- d. procurement of insurance;
- e. employment of attorneys, accountants, management agents and other Persons for Association business;
- f. payment of principal and interest on funds borrowed by the Association; and,
- g. the cost per Lot of basic internet service provided by CenturyLink Sales Solutions, Inc. ("CenturyLink") to the Lots which are currently subjected to the Declaration pursuant to that certain Bulk Billing Agreement-Installation and Service Agreement (the "Agreement") entered into between Brookwood Star Ridge Property Owners Association (the "Association") and CenturyLink and thereafter to those Lots that are subsequently subjected to the Declaration.
- h. other cost and expenses incurred by the Association in connection with carrying out its duties and obligations pursuant to this Declaration.

**3. Maximum Annual Assessment.** The Maximum Annual Assessment through December 31, 2020 for each Class A Lot shall be \$200.00 per year. The Maximum Annual Assessment for Class A Lots shall automatically be increased by five percent (5%) of the Maximum Annual Assessment for the previous calendar year unless the Board adopts a lesser increase of the Maximum Annual Assessment. The Maximum Annual Assessment for Class B Lots shall be zero.

**4. Budget and Annual Assessments.** Annual assessments shall commence as to a Lot on the first day of the month after the Lot is subjected to this Declaration.

- a. **Budget.** The Board of Directors shall adopt a proposed budget for the Association at least annually. Within thirty (30) days after adoption of the proposed budget, the Board shall send a copy of

the proposed budget to the Members and shall give the Members written notice of a meeting of the Members to consider ratification of the budget, which meeting shall be held at least ten (10) days but not more than sixty (60) days after the mailing of the notice. Said meeting may be combined with the annual meeting of the Members. A quorum shall not be required for a vote on ratification of the budget. The budget shall be deemed ratified unless, at that meeting, Members having a majority of the votes of the entire membership vote to reject the budget. If the proposed budget provides for annual assessments not more than five percent (5%) greater than the annual assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having at least eighty percent (80%) of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board. No ratification vote is required for the initial budget.

**b. Assessments.** The Board of Directors may fix the annual assessment for Class A Lots at any amount not in excess of the Maximum Annual Assessment then in effect. Unless a lower amount is set by the Board, the initial annual assessment shall be the Maximum Annual Assessment set forth in Section 3 of this Article 5 and shall be prorated according to the number of months remaining in the calendar year; provided, however, that, notwithstanding any other provision of this Declaration, the annual assessment for Class B Lots shall always be zero. Annual assessments shall be fixed at a uniform rate for all Class A Lots and may be collected on a yearly, semiannual, quarterly or monthly basis, as determined by the Board.

**c. Notice.** At least twenty (20) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot. At least ten (10) days before January 1 of each year, the Board of Directors shall send written notice of such assessment to every Owner subject thereto.

**5. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy special assessments to raise funds for the construction, reconstruction, repair or replacement of the Common Area and or improvements thereon, for repayment of indebtedness and interest thereon, or for any other nonrecurring common expense. Special Assessments made hereunder shall be subject to approval of not less than two-thirds of the Members present and voting at a meeting of the Members called for the purpose of voting on a special assessment. Special Assessments for Class B Lots shall always be zero. Special Assessments shall be fixed at a uniform rate for all Class A Lots and maybe collected on a yearly, semiannually, quarterly or monthly basis, as determined by the Board of Directors.

**6. Notice of Quorum for any Action Authorized Under Section 5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 5 of this Article V shall be sent to all Members at least ten (10) days but not more than sixty (60) days prior to the meeting. At such meeting, the presence of Members or of proxies entitled to cast a majority of the votes of each Class of Lots shall constitute a quorum.

**7. Remedies for Nonpayment of Assessments.** An assessment not paid within ten (10) days after the due date shall incur late charges as established by the Board of Directors. Unpaid assessments shall bear interest from the due date at the rate of eighteen percent (18%) per year. The Association may file a claim of lien against the Lot once an assessment levied against it has remained unpaid for a period of thirty (30) days. The Association may foreclose the claim of lien in the same manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes

**8. Subordination of the Lien to Mortgages.** The liens provided herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage or deed of trust shall extinguish the lien of any assessments which become due prior to the date of conveyance pursuant to such foreclosure. No such sale or transfer shall relieve such Lot from liability for any assessments which come due after the sale or liens of such assessments, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

**9. Working Capital Assessment.** At the time of closing of the Third Party sale of each Lot, a working capital assessment equal to \$200.00 for Class A Lots in effect as the time of such sale shall be collected from the purchaser of such Lot and paid to the Association to allow the Association to maintain adequate cash balances and meet its operating expenses. Amounts paid to the Association pursuant to this Section 11 shall not be considered as an advance payment of any regular assessment.

**10. Declarant's Agreement to Fund Operating Deficits.** During the Development Period, Declarant agrees to fund deficits between the normal operating expenses of the Association and the monies received by the Association from the Owners from assessments. Declarant, at its option, may pay such expenses directly to the Person providing the services or materials or pay to the Association the amounts necessary to fund the operating deficit. Any monies paid at any time for or by the Declarant pursuant to this paragraph shall be credited against past or future assessments due from the Declarant, if any and if there are no past or future assessments due by Declarant, then such fund advanced by Declarant shall be deemed loans by Declarant to the Association payable by the Association once the Development Period ends.

**11. Reserve Account.** The Association shall establish separate reserve accounts to fund major repairs to and replacements of Common Area including storm water management facilities. Each annual budget shall show the amount to be placed in reserve for each category for which reserves are to be held.

## ARTICLE 6 MAINTENANCE OF LOTS AND COMMON AREA

**1. Owner's Maintenance Responsibility.** Each Owner shall keep his Lot and residence in neat and orderly condition and shall maintain the improvements in a functional and attractive state of repair. Owners shall maintain landscaping on their lot to prevent erosion and not make any modifications or construct any improvements which increase, accelerate or concentrate the flow of storm water runoff.

**2. Maintenance by the Association.** The Association shall have the right and obligation to ensure that the Common Area is maintained for the benefit of the Owners and shall:

- a. maintain the Common Property in its natural or improved state, as appropriate for use by the Owners, subject to easements of record and any limitations on such use provided in this Declaration;
- b. procure and maintain adequate liability insurance covering the Association and its Members against any loss or damage suffered resulting from use of the Common Property; and,
- c. pay all property taxes and other assessments levied against all Common Property owned in fee by the Association.

**3. Storm Water Management.** Except for maintenance responsibilities placed on Owners by this Declaration or applicable law or assumed or undertaken by a governmental body or agency, the

Association shall maintain storm water management facilities, and comply with all obligations of storm water management laws, regulations and agreements, as part of the common expenses. The Owner of any Lot on, over or through which any storm water management facilities are located shall not obstruct or interfere with their normal and intended operation and shall be responsible for maintaining landscaping thereon including regular mowing of grass and removal of debris and other materials to which may interfere with flow of storm water on, over or through the storm water management facilities. The Owner's responsibility shall also include notification of the Association of any defects in the storm water management facilities including any fencing surrounding said facilities, and of the existence of any debris or other matter Owner cannot remove, and any excessive erosion within any such storm water management facilities. Each Owner of a Lot, and not the Association, shall be responsible for maintenance of all storm water management facilities located on and used exclusively in connection with such Owner's Lot or the improvements thereon including, but not limited to, guttering, and pipes and drains for transportation of storm water from such Lot into any other storm water management facilities. Declarant may assign to the Association, and the Association shall accept from Declarant the assignment of, all obligations of the Declarant under all agreements entered into by the Declarant with respect to storm water management for the Subdivision, provided the Declarant has performed, or made adequate provision for the performance of, all obligations specifically required of the Declarant under the agreements being assigned to the Association.

## **ARTICLE 7 EASEMENT**

**1. Owners' Easements.** Every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, subject to the right of the Association to limit the use of the Common Area to Owners who occupy a residence in the Subdivision, and their families, tenants and guests. Declarant grants to each Lot Owner mutual, perpetual, non-exclusive and appurtenant easements on, over and under the roads and easements shown on the Plats for

- a. access, ingress and egress
- b. placement, maintenance, replacement and repair of any and all utilities.

**2. Declarant's Easements.** Declarant reserves for itself, its successors and or assigns mutual, perpetual, non-exclusive and appurtenant easements on, over and under the roads, Common Area, easements and setback areas of Lots (provided that said easements shall not materially and unreasonably interfere with the use of any residence located upon any Lot) shown on the Plats for:

- a. access, ingress and egress to Lots and adjoining land.
- b. placement, maintenance, replacement and repair of any and all utilities, including street lighting. The Association shall be responsible for all fees and costs associated with operation and maintenance of street lights.
- c. grading, construction, installation and maintenance of roads, drainage facilities and erosion control facilities.
- d. placing signs, advertising, marketing and promoting sales of Lots in the Subdivision.

**3. Declarant's Additional Easement Rights.** Declarant's easement rights reserved herein may be utilized and or assigned for the benefit of property within or outside of the Subdivision, including, without limitation, for any adjoining land which is not part of the Property whether said land is subject to this Declaration or not. Each Owner and/or mortgagee by acceptance of a deed or deed of trust conveying an ownership interest in a Lot, hereby irrevocably appoint Declarant, as his attorney in fact, coupled

with an interest, and authorize, direct and empower such attorney, at the option of the attorney, to execute, acknowledge and record for and in the name of such Lot Owner and his mortgagee, such easements or other instruments as may be necessary to complete development and construction of the Subdivision according to the Plats and all applicable permits. The easements may be assigned and/or granted by the Declarant to any utility or service company and Declarant may subject to the Subdivision to a contract with any utility company approved by the North Carolina Utilities Commission.

**4. Limitation on Easement Rights.** All of the easement rights granted herein shall be subject the following limitations: Declarant shall have the right to contract with Utility providers for exclusive rights to provide utilities within the Subdivision and easement rights shall not be exercised by any Lot owner to install similar utilities for or on behalf of other providers. All use of easements rights shall be subject to all applicable laws, and shall be done with all applicable permits. Any party exercising easement rights shall be responsible to re-pave and re- landscape any disturbed areas and repair any other damage caused by the use. No use of the easements may be made which impairs, restricts or otherwise interferes with existing uses of easements by Declarant or other Lot Owners.

## **ARTICLE 8 USE RESTRICTIONS**

**1. Land Use.** Except for those specific uses set forth in this Section the Lots shall be used for residential purposes only and shall not be used for any agricultural, business or commercial purposes. The follow uses shall not be a violation of this restriction:

- a. Maintenance of construction, sales and management offices, model homes, and other construction and sales activities of the Declarant or its assigns.
- b. Use of a Lot for a home occupation which complies with all applicable municipal zoning and other ordinances and regulations, and which does involve the physical presence of customers, employees, inventory of goods or the shipping, receiving or delivery of goods to or from the Lot.
- c. Declarant, and Declarant's successors in title, may devote any Lot or portion thereof not already sold for any construction to provide the Subdivision with utilities, drainage or erosion control facilities; and Declarant, and Declarant's successors in title, may devote any Lot or portion thereof not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining property hereafter acquired, byDeclarant.

**2. Building Type.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed three stories in height and a private garage for not more than three cars and other outbuildings incidental to the residential use of the Lot. Outbuildings shall be of the same quality, workmanship and material as the principal residence and will be erected and placed to the rear of the residence structure on the Lot. No mobile homes, manufactured homes or other non-site-built homes or outbuildings shall be placed or permitted to remain on any Lot.

**3. Set Back Requirements.** Residences, garages and other outbuildings shall be located either (a) not less than the minimum front set back (the direction the residence faces) set forth in the zoning and subdivision regulations of the governmental entity having jurisdiction over the Property or (b) the setback distance shown on the recorded Plat referenced herein whichever is greater not less than fifteen (15) feet from either side Lot line and not less than thirty (30) feet from the rear Lot line. If building setback lines are shown on the Plats, those set back lines shall control in the case of any contradiction with the setbacks in this Declaration. For the purpose of this covenant, eaves, steps and overhangs shall not be considered as a part of the residence or outbuildings.

**4. Minimum Size of Each Residence.** No residence shall be constructed on a Lot which shall have less than 1,800 square feet of heated living space, of which not less than 800 square feet of heated living space is on the ground floor level. Heated living space shall be calculated pursuant to the standards of measurement for dimensional requirements in the municipal zoning ordinance governing the Subdivision.

**5. Driveways.** All driveways shall be constructed of concrete.

**6. Landscaping.** All Lots will be properly graded and sodded in the front yard up to the front line of the residence and with shrubbery and bedding materials. The side and rear yards may be seeded. Lot Owners shall be responsible for maintaining ground cover, swales, berms, ditches and other landscape and hardscape features to prevent soil erosion.

**7. Temporary Structures.** No trailer, tent, shack, carport, shed or other temporary or non-site built structure shall be placed, erected or allowed to remain on a Lot without the written consent of the Declarant. No RV, camper, trailer or structure of a temporary character may be used as a residence temporarily, permanently, or otherwise.

**8. Restricted Activities.** No commercial, noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

**9. Animals.** No undomesticated animals, livestock or exotic pets shall be permitted on any Lot. Only common, domesticated dogs, cats, and pet birds in reasonable numbers owned as pets for pleasure of the occupants, and not for breeding or commercial use, shall be permitted. All pet enclosures and shelters shall comply with the fence and outbuilding requirements of this Declaration.

**10. Vehicles.** Lawn tractors, boats, ATVs and other small recreation vehicles, golf carts, and non-operable motor vehicles shall not be permitted on any Lot unless completely enclosed inside a garage with closed door. Other than one pick-up truck or passenger van, there shall be no commercial trucks, delivery vans or tractor trailers permitted to be parked in the Subdivision, except in the course of delivery, pickup or performing a specific service on a Lot, and in no event shall any such commercial vehicle be parked in the Subdivision overnight. No camper, motor home, travel trailer, boat or other recreations vehicle shall be stored outside of the closed garage on any Lot.

**11. Fences.** In no case shall any fence be erected which shall extend closer to the street than the rear corner of a residence. All fence materials shall consist of exterior grade Lumber or vinyl not to exceed six (6) feet in height. All wood posts will be set in concrete. No chain link fences are permitted. On interior Lots or on the interior side of a corner Lot, fences must extend to the side or rear boundary line. No double fencing between Lots is permitted, and each Lot owner shall have the right and easement to extend his fence and join the fence erected on the adjacent Lot. Notwithstanding the foregoing, deviations from these requirements may be permitted with the prior written consent of the Declarant.

**12. Exterior Alterations.** No exterior alterations, additions, or changes of any kind may be made to the structure or design of an existing residence and improvements on the Property during the Development period without the written consent of the Declarant.

**13. Mailboxes.** A mailbox style to be determined by the Declarant, in its sole discretion, shall be required for each single-family residence and shall be placed in a uniform location meeting applicable regulations.

**14. Satellite Dishes, TV and Radio Antennas or Towers.** No TV, radio antenna, tower or satellite dish larger than 24 inches in width or diameter or 36 inches in height shall be placed or allowed to remain on the Property. No permitted antenna or satellite dishes shall be installed in such a manner or location so as to be visible from the front of any Lot.

**15. Clothes Lines.** No outside clotheslines shall be permitted on the Property.

**16. Signs.** No signs or billboards of any kind or nature whatsoever shall be placed on the Property except as specifically authorized by this Declaration. Notwithstanding the foregoing, Declarant's signs identifying and promoting the subdivision shall be permitted on the Property; and 1 "For Sale" or "For Rent" sign not larger than six (6) square feet in area may be placed on a Lot.

**17. Roads.** The roads shown on the Plats shall not be used for any purpose other than ingress and egress, placement of one mailbox and sidewalks for each Lot. Any shrubbery, edging, fencing, rocks, basketball goals or other objects placed in a right-of-way (including but not limited to the area between the front corners of a Lot and the actual pavement in the street) may be removed by the Declarant at Owner's expense without notice. Any trucks or other commercial vehicles left in a right-of-way overnight may be removed without notice and any towing charges shall be the responsibility of the owner or operator of such vehicle.

**18. Partition or Re-Subdivision.** With the exception of Lots re-platted pursuant to Declarant's Special Development rights, no Lot in the subdivision shall be subdivided or re-platted to create additional Lots or reduce the size of any Lot. Subject to written and recorded approval of Declarant during the Development Period, two or more lots may be recombined to create an equal or lesser number of Lots, but in no event shall any Lot created by said recombination be smaller in area, width along the road frontage, and average depth from road to rear lot line than the Lot on the original Plats having the smallest measurements for said dimensions.

**19. Use of Block Materials.** No residence or other structure using exposed cement block wall shall be placed upon a Lot. Block foundations shall be faced in brick or covered with mortar parging or stucco to cover block.

**20. Trash/Construction Debris Disposal.** During construction of any single-family residence on a Lot, each such Lot Owner shall maintain a trash bin for the accumulation of all construction debris, trash, garbage, or other rubbish. All such construction debris, trash, garbage, and other rubbish shall be promptly and regularly deposited in said trash bin and removed from the Lot. Declarant shall have the right to dispose of any trash, garbage, or other rubbish of a Lot Owner in violation of this Section and such Lot Owner shall reimburse the Declarant for its actual costs within ten (10) days of written demand therefore. If such Lot Owner fails to pay such amount within the allotted time, then the amount owed shall be a charge on the Lot and shall be a continuing lien upon the Lot. Such amount, together with interest at the legal rate, costs and reasonable attorney's fees, shall also be the personal obligation of the Lot Owner at the time when the obligation fell due. The Declarant may bring an action at law against the Owner obligated to pay the same, or foreclose the lien against the Lot. No Owner of any Lot may

waive or otherwise escape liability for such obligation by abandonment of its Lot. Any such lien shall be subordinate to the lien of any first mortgage.

**ARTICLE 9  
GENERAL PROVISIONS**

**1. Term and Amendment.** The covenants and restrictions imposed by this Declaration shall run with the land for a term of 20 years from the date of recording and shall automatically renew for successive terms of 10 years each unless terminated by a recorded instrument executed by not less than 66% of the Lot Owners. Notwithstanding anything contained herein, this Declaration may be amended by the Declarant during the Development Period, or thereafter, by a recorded instrument executed by not less than 66% of the Lot Owners.

**2. Enforcement.** In addition to specific remedies set forth herein, the Declarant or any Lot Owner may enforce this Declaration by proceedings at law or equity against any person violating any covenant, condition or restriction to restrain or enjoin violation or to recover damages, and if a violation is established by said proceeding the enforcing party shall be entitled to also recover all reasonable court cost and attorney fees incurred in the enforcement.

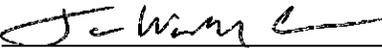
**3. Severability.** Invalidation of any one of these covenants, conditions or restriction by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

**4. Conflict with Laws.** To the extent the provisions of this Declaration conflict with any applicable governmental statute, ordinance or regulation the governmental provision shall control over the terms of this Declaration.

**5. Successors.** References to Declarant, Owners, Association, and other persons, or parties, natural or corporate shall include their heirs, executors, administrators, successors and or assigns.

Declarant has caused this instrument to be executed by its duly authorized Officer this the day and year first above written.

Tri South Builders, Inc.

By:   
 Name: James Wesley Caddell  
 Title: President

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

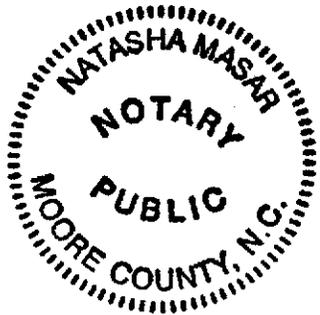
I certify that the following person(s) appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: James Wesley Caddell, President of Tri South Builders, Inc.

This 12<sup>th</sup> day of December, 2019.

*Natasha Masar*  
By: *Natasha Masar*, Notary Public

My commission expires: 8/28/20

(SEAL)



Lot Owner has caused this instrument to be executed by its duly authorized Officer this the day and year first above written.

Caviness & Cates Building and Development Company

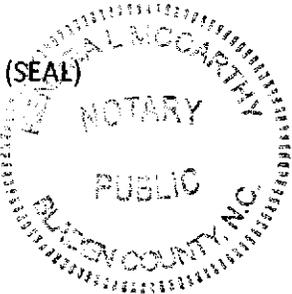
By: *Diane Dellasandro*  
Name: *Diane Dellasandro*  
Title: *Corporate Secretary*

STATE OF NORTH CAROLINA  
COUNTY OF ~~MOORE~~ Cumberland

I certify that the following person(s) appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: *Diane Dellasandro* (Name) *Corp. Secretary* (Title)  
This *10* day of *December*, 2019.

*Kendra L. McCarthy*  
By: *Kendra L. McCarthy* Notary Public

My commission expires: *5.11.22*



Lot Owner has caused this instrument to be executed by its duly authorized Officer this the day and year first above written.

Caviness Land Development, Inc.

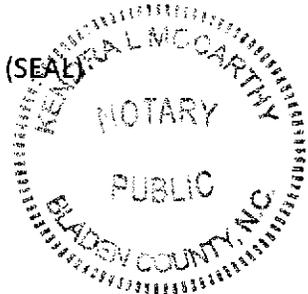
By: [Signature]  
Name: PJ Gay  
Title: CEO

STATE OF NORTH CAROLINA  
COUNTY OF ~~MOORE~~ Cumberland

I certify that the following person(s) appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: P.J. Gay (Name) CEO (Title)  
This 10 day of December, 2019.

[Signature]  
By: Kendra L McCarthy, Notary Public

My commission expires: 5.14.22



For Registration Register of Deeds  
Judy D. Martin

Moore County, NC

Electronically Recorded

March 20, 2019 2:07:40 PM

Book: 5103 Page: 113 - 125 #Pages: 13

Fee: \$26.00 NC Rev Stamp: \$0.00

Instrument# 2019003489

Prepared by and return to John M. May, Robbins May & Rich LLP, 120 Applecross Road, Pinehurst, North Carolina  
28374

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STATE OF NORTH CAROLINA

COUNTY OF MOORE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made the 20<sup>th</sup> day of March, 2019, by Tri South Builders, Inc., a North Carolina corporation, of PO Box 805, Carthage, North Carolina 28327 ("Declarant");

WITNESSETH:

THAT WHEREAS, Declarant is the owner of a tract of land comprising a total of 30.00 acres, more or less, of real property located in McNeill and Carthage Townships, Moore County, North Carolina, which property is more particularly described in Deed Book 5008, Page 106 of the Moore County Registry of Deeds (the "Property"); and

WHEREAS, the Property, known as Brookwood, ("hereinafter referred to as the "Development") has been subdivided into Lots 1-17 (the "Lot or Lots"), as shown on a survey prepared by Jeffrey L. Green, dated March 14, 2019 and recorded in Plat Cabinet 18, Slide 38 of the Moore County Registry (the "Plat"); and,

WHEREAS, Declarant is desirous of making the Development subject to the covenants, conditions and restrictions contained herein for the purpose of insuring the best use and most appropriate development and improvements of each building site in the Development; and

WHEREAS, Declarant desires to protect itself and future owners of the aforesaid Lots against such improper use of surrounding building sites as will depreciate the value of such Lots; and

WHEREAS, Declarant desires to preserve as far as practical the natural beauty of the Development; and

submitted electronically by "Robbins May & Rich LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Moore County Register of Deeds.

WHEREAS, Declarant desires to guard against the erection on the aforesaid Lots of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; and

WHEREAS, Declarant desires to obtain harmonious color schemes; and

WHEREAS, Declarant desires to insure the highest and best development of the Development; and

WHEREAS, Declarant desires to encourage and secure the erection of attractive homes therein, with appropriate locations thereof on the aforesaid Lots; and

WHEREAS, Declarant desires to prevent haphazard and inharmonious improvements of such Lots; and

WHEREAS, Declarant desires to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements on such Lots and thereby to enhance the values of investments made by purchasers of such Lots;

NOW, THEREFORE, Declarant hereby declares that the Development is and shall be held, transferred, sold, and conveyed, subject to the following covenants, conditions and restrictions.

1. **DEFINITIONS:**

1.1 **Assessable Lot** shall mean all of Lots 1 through 17 as shown on the Plat of the Development.

1.2 **Association** shall mean and refer to Brookwood Star Ridge Property Owner's Association, a North Carolina nonprofit corporation, its successors and assigns.

1.3 **Building Envelope** shall mean that area lying within the minimum building setback lines of each Lot.

1.4 **Common Area** shall mean the Roads, the Road Easements, the Open Spaces and the Utility Easements as shown on the Plat of the Development all of which are owned or will be owned by the Association and also including (i) the signage and signage lighting installed by the Declarant at the entrances to the Development (the "Entrance Signage"); (ii) the trees planted within the 5' Street Tree Preservation and Utility Easement shown on the Plat; (iii) street lights installed by Declarant, and (iv) the Drainage Easements shown on the Plat of the Development.

1.5 **Declarant** shall mean and refer to Tri South Builders, Inc., its successors and assigns.

1.6 **Declarant Control Period** shall mean the period commencing on the date on which this Declaration is recorded in the Moore County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns a Lot in the Development; (ii) the date that Declarant relinquishes in writing Declarant's right to appoint the Directors of the Association; or (iii) ten (10) years from the date of recordation of the Declaration.

1.7 **Declaration** shall mean this Declaration of Covenants, Conditions and Restrictions.

1.8 **Development** shall mean the subdivision of land known as Brookwood as shown on the Plat and to which this Declaration applies.

1.9 **Drainage Easement** shall mean those easements so designated on the Plat of the Development.

1.10 **Lot or Tract** shall mean and refer to the numbered platted lots or tracts of land with delineated boundary lines appearing on the Plat of Brookwood and any amendments thereto.

1.11 **Member** shall mean and refer to every person who holds membership in the Association.

1.12 **Open Space** those areas so designated on the Plat which shall remain unimproved and for the use and enjoyment of the Owners.

1.13 **Owner** shall refer to the record owner (whether one or more persons) who owns fee simple title to any Lot or Tract which is part of Brookwood or such owner's written designee, but excluding any owner who has an interest merely because of security for the performance of an obligation.

1.14 **Septic System Easement** shall mean those easements located or to be located within the Common Area of the Development, if any, shown on the Plat or which, subsequent to the date hereof, are granted by the Declarant or the Association to one or more Owners of Lots for the installation and operation of septic systems by such individual Lot Owners; provided, however, with respect to the septic field easements shown adjacent to Lots 3, 6, 7, 8 and 9 on said plat, such easements shall be for the exclusive use of the lot to which they abut.

1.15 **Utility Easements** shall mean those easements for electrical, telephone, cable, water and similar public and private utilities serving the Lots in the Development as described herein and those lying within the Road Easements and outside the paved surface of Enfield Drive and Weatherford Lane.

2. **INCORPORATION OF THE BROOKWOOD STAR RIDGE PROPERTY OWNER'S ASSOCIATION:** Declarant has or will cause to be incorporated under North Carolina law Brookwood Star Ridge Property Owner's Association as a nonprofit corporation for the purpose of exercising and performing the powers, responsibilities and functions as contained hereinafter in this Declaration.

3. **MEMBERSHIP AND VOTING RIGHTS:**

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

3.2 Each Lot shall entitle the Owner(s) of said Lot to one (1) vote in the Association. When more than one person owns an interest (other than a leaseholder or security interest) in any Lot, all such persons shall be members and the voting rights appurtenant to the Lot shall be exercised as they among themselves determine, but in no event shall there be more than one vote with respect to any Lot. The foregoing, notwithstanding, during the Declarant Control Period, the Declarant shall have the right to designate the number of the Board of Directors of the Association.

#### 4. COVENANTS FOR MAINTENANCE ASSESSMENTS:

4.1 Creation of the Lien and Personal Obligation of Assessments: The Declarant covenants for each Lot within the Development and each Owner of a Lot is deemed to covenant by acceptance of such Owner's deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association:

##### 4.1.1 Annual assessments and Special assessments for capital improvements.

Any such assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment or charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due, but such personal obligation for delinquent assessments or charges shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessments: The assessments or charges levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area, including the Roads until such time as the Roads have been accepted for maintenance by the Town of Carthage and such administrative purposes incident thereto, including but not limited to the following:

##### 4.2.1 Maintenance and repair of the Common Area.

4.2.2 Liability insurance insuring the Association against any and all liability to the public, to any Owner or Owners, or to the invitees or tenants of any Owner or Owners arising out of their occupation and/or use of the Common Area, if any. The policy limit shall be set by the Association and shall be reviewed at least annually, increased or decreased in the discretion of the Association.

4.2.3 Wages, salaries and insurance for any employees of the Association hired to undertake such maintenance and administration.

4.2.4 The cost to collect the assessments hereunder and to take whatever measures are required to collect said assessments including the hiring of attorneys.

4.2.5 The Association shall also have the right to levy assessments and charges for any other purpose for which the Association is authorized upon a two-thirds (2/3) vote of all the Members of the Association at a meeting called pursuant to the By-Laws.

##### 4.3 Amount of Assessment; Special Assessments:

4.3.1 The Association shall determine the amount of its annual assessment necessary to provide the maintenance services authorized in this Declaration. Such assessment shall be levied only against the Owners of Lots in the Development in such manner and at such times as the Board of Directors of the Association shall determine.

4.3.2 The assessment for each Lot shall be equal to that for every other Lot. The Owner of each Lot, excluding the Declarant, shall pay an assessment for each Lot owned in the Development. Lots owned by the Declarant or by builders of homes in the Development shall not be required to pay such assessments until a Certificate of Occupancy ("CO") has been issued for the home built on a Lot (an "Improved Lot"). Once the Declarant has completed installation of each component of the Common Area, expenditures by the Declarant to maintain such components of the Common Area shall be credited against the amount of assessment otherwise due by the Declarant on each Improved Lot which is then owned by the Declarant. Any sums expended by the Declarant in excess of the amount due that year by the Declarant as assessments on Improved Lots owned by the Declarant shall be carried forward as a credit to the Declarant for assessments otherwise due by the Declarant in succeeding years until exhausted. The foregoing notwithstanding, each and every Lot owned by a builder shall be deemed to be an Improved Lot beginning six (6) months after such builder acquires each such Lot and thus subject to payment of the Association assessments.

4.3.3. Subject to the provisions of 4.3.2 above relating to when Declarant and builders are liable for Association assessments, in addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments 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 the Common Area which is by nature a capital improvement. Said assessments shall be limited to Three Hundred Fifty Dollars (\$350.00) per year per Lot.

4.4 (Intentionally left blank).

4.5 Procedure for Setting Annual and Special Assessment:

4.5.1 The Board of Directors of the Association shall annually adopt a proposed budget and annual assessment for each Lot for the following year. Each Owner of a Lot shall be assessed his pro rata share of the proposed budget or special assessment based on his pro rata share of the total Lots owned. Each Lot shall receive an equal assessment. The Declarant shall also pay his pro rata share of the budgeted expenses based on the remaining Lots owned by Declarant.

4.5.2 The proposed budget and annual assessment for each Lot for the following year shall be deemed acceptable, and the assessments shall be based upon the proposed budget unless, within thirty (30) days after notification of the proposed budget to each Owner of a Lot by the Association, Owners representing over eighty percent (80%) of the Lots in the Development file a written document with the Association rejecting said budget. In the event that no such written rejection is received, the budget shall be automatically accepted and assessments made based upon it.

4.5.3 In the event the budget is rejected by the Owners in the manner described above, then the Board of Directors of the Association shall submit a revised budget and the Owners of the Lots shall have ten (10) days in which to file a rejection as stated above. This procedure shall continue until a budget is not rejected.

#### 4.6 Nonpayment of Assessments of the Association:

4.6.1 Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate established by the Association, not to exceed 18% per year, and shall constitute a lien on the Lot when filed of record in the office of the Clerk of Court of Moore County, North Carolina, in a manner provided by Article 8 of Chapter 44 of the General Statutes of North Carolina, as the same may be in effect at that time. In addition to such interest charge, the delinquent Owner of the Lot shall also pay such late charge as may have been theretofore established by the Board of Directors of the Association to defray the cost of late payment. The Association may bring an action at law against the person personally obligated to pay the assessment or foreclose the lien against the Lot, and interest, late payment fees, fines, costs and reasonable attorney's fees of such action of foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area of the Development or abandonment of his or her Lot.

4.6.2 The Association's lien may be foreclosed in the same manner as deeds of trust on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes of North Carolina, as the same may be in effect at the time the foreclosure is commenced. Each Owner of a Lot agrees that the Association may appoint a trustee for such purpose and, upon request by the Association, it shall be lawful and the duty of the trustee so appointed to sell the Lot subject to the lien at public auction for cash, after first having given such notice of hearing as to commencement of foreclosure proceedings and obtaining such orders or leave of court as may then be required by law and by giving such notice and advertising the time and place of such sale in the manner as then provided by law. Any sales or resales shall be according to the law for foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the trustee is hereby empowered. The trustee in such proceedings and the cost of any such attorney shall be an expense of the trustee which shall be chargeable against the proceeds from the sale or resale of the Lot.

4.6.3 The proceeds of the sale after the trustee retains a commission, together with any reasonable attorney's fees incurred by the trustee in such proceeding, shall be applied to the cost of sale, including, but not limited to, costs of collection, taxes, assessments, cost of recording, service fees and incidental expenditures, the amount due on the assessment and any accrued interest thereof which the lien secures and any advancements and other sums expended by the Association according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures under power of sale. The trustee's commission shall be five percent (5%) of the gross proceeds of sale or the minimum of Five Hundred Dollars (\$500.00), whichever is greater, for a completed foreclosure. In the event foreclosure of the lien is commenced but not completed, the owner of the Lot shall pay all expenses incurred by the trustee, including reasonable attorney's fees and a partial commission computed on five percent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule: one-fourth (1/4) thereof before the trustee issues a Notice of Hearing on the Right to Foreclosure; one-half (1/2) thereof after issuance of said Notice; three-quarters (3/4) thereof after such hearing; and the greater of the full commission or minimum after the initial sale.

4.6.4 Each Owner of a Lot and any trustee appointed hereunder, covenant and agree that in case the appointed trustee or any successor trustee shall die, become incapable of acting, renounce his trust, or for any reason the Association desires to replace such trustee, then the Association may appoint, in writing, a trustee to take the place of the trustee; and upon the probate and resignation of any initial or subsequent appointment of trustee the trustee thus appointed shall be vested with or succeed to all rights, powers, and duties of the trustee herein described.

4.6.5 In the event the trustee is named as a party to any civil action as trustee in foreclosing the Association's lien rights, the trustee shall be entitled to employ an attorney at law, including the trustee if a licensed attorney, to represent the trustee in said action and the reasonable attorney's fee of the trustee in such action shall be paid by the Association and added to the outstanding indebtedness which the Association's lien secures and bear interest at the rate provided by the Declaration for unpaid assessments.

4.6.6 Each Owner of a Lot by acceptance of a deed therefore or by incorporation of property under this Declaration, whether or not it shall be so expressed in such deed or by request to join the Association, is deemed to bargain, sell, grant, give and convey to any such appointed trustee for the benefit of the Association a real property interest in said Lot to secure the Association's lien to have and to hold said interest with all privileges and appurtenances thereto belonging, to said trustee, his heirs, successors and assigns forever, upon the trust, terms and conditions and for the use as herein set forth.

4.7 SUBORDINATION OF LIEN TO MORTGAGES: The lien of any assessments provided for herein shall be subordinate to the lien of any mortgage granted by a bank, trust company, insurance company, a prior owner pursuant to purchase money financing, or other recognized lending institution or deed of trust upon a Lot or any mortgage or deed of trust to the Declarant. 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as provided above.

4.8 DEFAULT OF ASSOCIATION. Upon default by the Association in the payments to the County of Moore of any assessments for public improvements or ad valorem taxes, if any, levied against the Common Areas, which default shall continue for a period of six months, each Owner of a Lot in the Development shall become personally obligated to pay to the County a portion of the taxes or assessments in an amount determined by dividing the total taxes and/or assessments due to the County by the total number of lots in the Development. If the sum is not paid by the Owner within thirty days following receipt of notice of the amount due, the sum shall become a continuing lien on the Lot of the Owner, his heirs, devisees, personal representatives and assigned. The County may either bring an action at law against the Owner personally obligated to pay the same, or may elect to foreclose the lien against the property of the Owner.

5. REQUIRED LAND AREA. The lay of the Lots as shown on the plat shall be adhered to, provided, however, that Declarant expressly reserves to itself, its successors or assigns, the right to re-plat any two or more Lots prior to their sale in order to create a modified Lot or Lots. With the prior written approval of Declarant, its successors or assigns, additional streets, roadways or driveways, either public or private, may be opened through any Lot, subject

to the restrictions set forth in Paragraph 29, and the size and shape of any Lot may be altered, provided that no remaining or resulting Lot may vary from the size of such Lot as shown on the aforesaid survey by more than thirty percent (30%) as to the width at street frontage or by more than fifteen percent (15%) as to the area, and provided further that no Lot or group of Lots may be re-subdivided so as to produce a greater number of smaller Lots. More than one Lot may be used for the erection or placement of a residential structure, provided that the location of such structure is approved in writing by Declarant, its successors or assigns. The covenants, conditions and restrictions herein shall apply to each Lot created under this paragraph.

6. USE OF LAND. The Lots shall be used solely and exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family private residence not to exceed the maximum permitted height or Lot coverage under the current applicable zoning ordinance, or the successor thereto, of the County of Moore.

7. APPROVAL OF RESIDENCE DESIGN. No residence, building, driveway, landscaping or structure shall be erected, altered, remodeled, enlarged, planted or allowed to remain upon any Lot unless the plans and specifications therefore have been previously submitted to and approved in writing by Declarant, its successors or assigns, as to conformity and harmony of external design and external materials with existing structures in the area and as to location with respect to topography, lakes, and finished ground elevation. Declarant, its successors or assigns, shall have the sole right and authority to approve or disapprove the plans and specifications for any reasons, including but not limited to exterior colors and appearances, location of the structure or structures and esthetics. Without limiting the foregoing, no concrete blocks in either buildings or walls shall be used above finished ground elevations unless said blocks are covered with brick veneer, stone or stucco. No asphaltic coverings of any type shall be used on exterior walls. No changes or deviations in or from the plans and specifications as approved shall be made without the prior written consent of Declarant, its successors or assigns. In the event that Declarant, its successors or assigns, fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations, remodeling or additions has been commenced prior to the completion thereof, such approval will not be required and this covenants will be deemed to have been fully complied with. Declarant its successors or assigns, shall have the right, whenever there shall have been built on any Lot any structure that is in violation of this covenant, to enter upon the Lot where the violation of this covenants exists and summarily abate or remove the same at the expenses of the owner, and any such entry or abatement or removal shall not be deemed a trespass. The failure promptly to enforce this covenant shall not bar its enforcement. During the Declarant Control Period, until such time as the Declarant has assigned its right hereunder to approve residential design as herein set forth to Brookwood Star Ridge Property Owner's Association, Declarant, its successors or assigns shall have the absolute right to delegate its authority regarding approval of residence design set forth in this Section 7 to an Architectural Review Board (the "ARB") which will consist of at least three (3) individuals designated from time to time by the Declarant which individuals need not be owners of Lots in the Development in order to serve as members of the ARB.

8. BUILDING LOCATION. No building or any part thereof shall be erected on any Lot in violation of the current zoning ordinance applicable to the Development, or the successor thereto, of the County of Moore. If one and one-half (1½) Lots or two (2) or more Lots are required as a single building site as provided herein, the side Lot lines shall refer only to the Lot lines bordering the adjoining Lot or property owners.

9. REQUIRED SODDING. In addition to the landscaping required to be completed in connection with the approval of the building plans by the Declarant or by the ARB, upon completion of a house on a Lot the Owner of such house and Lot shall install sod the entire area between the front property line of such Owner's Lot and the paved surface of the street which provides access to the Lot.

10. MINIMUM SIZE OF RESIDENCE. No residential structure that either (a) is in violation of minimum size requirements as set forth in the current zoning ordinance applicable to the Development or the successor thereto, of the County of Moore, (b) contains less than two thousand (2000) square feet of heated space-which ever is greater-shall be erected or placed on any Lot.

11. PROHIBITION AGAINST BUSINESS, MANUFACTURING OR COMMERCIAL USES. No Lot may be used for business, manufacturing or commercial purposes, nor shall any animals or fowls be kept or allowed to remain on said Lots for commercial purposes, and no animals other than household pets shall be kept or allowed to remain on said Lots for any purpose; provided, however, nothing herein shall preclude the use of a Lot by a builder for its office so long as such builder has a home under construction in the Development. No noxious or offensive trade or activity shall be carried on upon any Lot. No trade materials or inventories may be stored upon any Lot.

12. OTHER PROHIBITED STRUCTURES. No trailer, tent, shack, barn, or other outbuilding or accessory building shall be erected or placed on any Lot, or occupied thereon, except as specifically permitted under the current zoning ordinance, or the successor thereto, of the County of Moore or as may be approved in accordance with Section 7 above.

13. WALLS, FENCES AND HEDGES. No wall, fence or hedge of any heights shall be constructed on any Lot until after the height, type, design and approximate location of any of the foregoing are approved in writing by Declarant, its successors or assigns or the ARB as the Declarant's designee. The heights or elevations of any wall, fence or hedge shall be measured from the existing elevations of the Lot at or along the applicable points or lines. In the event that Declarant, its successors or assigns or the ARB as the Declarant's designee, fails to approve or disapprove such wall, fence or hedge within thirty (30) days after the plans and specifications for such wall, fence or hedge has been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.

14. TRASH RECEPTACLES. All trash receptacles, including but not limited to garbage cans, shall be concealed from the view of neighboring Lots, roads, or streets. Such trash receptacles shall be in complete conformity with sanitary rules and regulations. No trash or garbage incinerators shall be permitted. Plans for enclosures of such trash receptacles must be approved by the Declarant, its successors or assigns, prior to construction, provided, however, that such approval will be deemed to have been given if Declarant fails to approve or disapprove such plans within thirty (30) days after its receipt of such plans.

15. WEEDS, REFUSE AND REMOVAL. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot, and no refuse pile, unused motor vehicles, or any unsightly objects shall be allowed to be placed or to remain anywhere on any Lot. In the event that any owner of any Lot shall fail or refuse to keep such Lot free from weeds, underbrush, refuse piles, unused motor vehicles or other unsightly growths or objects, Declarant or its successors or assigns may enter upon such Lot and remove the same at the expense of the

Lot owner, and such entry shall not be deemed a trespass. In the event of such removal a lien shall arise and be created in favor of Declarant, its successors or assigns, and against the owner's Lot for the full amount chargeable to the Lot, and that amount shall be due and payable to Declarant, its successors or assigns, within thirty (30) days after the Lot owner is billed for it.

16. STORAGE. All equipment, wood piles or storage piles permitted on Lots under these Covenants, Conditions and Restrictions, shall be concealed from the view of neighboring Lots, roads or streets. Plans for all enclosures of such items must be approved by Declarant, its successors or assigns, prior to construction, provided, however, that such approval shall be deemed to have been given if Declarant, its successors or assigns, fails to respond within thirty (30) days of its receipt of such plans.

17. CLOTHESLINES. No clotheslines or drying yards shall be permitted on any Lot unless concealed by hedges, lattice work or screening acceptable to Declarant, its successors or assigns.

18. TANKS. Any tanks for use in connection with any Lot, including tanks for the storage of fuels, must be buried or concealed sufficiently from the view of neighboring Lots, roads or streets. Plans for all enclosures of such tanks must be approved by Declarant, its successors or assigns, prior to construction, provided that such approval shall be deemed to have been given if Declarant, its successors or assigns, fails to respond within thirty (30) days of its receipt of such plans.

19. TOYS, GAMES AND OTHER RECREATIONAL ITEMS. No swing sets, toys, sand boxes, basketball hoops, or other games or recreational items shall be stored, placed or kept in front or side yards of any lot.

20. SWIMMING POOLS. No swimming pool that is in violation of the current zoning ordinance, or the successor thereto, of the County of Moore and that is not approved by the Declarant or the ARB as the Declarant's designee shall be constructed or allowed to remain on any Lot.

21. SIGNS. No billboards, advertising signs, or any other sign of any character other than normal builder and real estate signs shall be erected, placed, permitted or maintained on any Lot or improvement thereon, provided, however, that a name and address sign shall be permitted on any Lot if in conformance with the current zoning ordinance applicable to the Development, or the successor thereto, of the County of Moore, and provided further that Declarant, its successors or assigns, may erect, place or maintain any sign structures in conformance with the aforesaid ordinance.

22. LETTER AND DELIVERY BOXES. Declarant, its successors or assigns, may determine the location, color, size, design, lettering, and all particulars of all mail or paper delivery boxes, provided that all such boxes shall conform to the current zoning ordinance, or the successor thereto, of the County of Moore.

23. NOISE. No Lot shall be used to cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

24. COMMERCIAL VEHICLES. No trucks, except small pickup trucks or similar size vans, and no commercial vehicles or recreational vehicle shall be stored or parked on any Lot.

25. PARKING. Adequate off-street parking shall be provided by the owner of each Lot for the parking of a minimum of two (2) vehicles, and the owners of Lots agree not to park their automobiles on the streets in the development.

26. SEPTIC TANKS AND SEWAGE DISPOSAL SYSTEMS. Sanitary sewage disposal systems shall conform to the current zoning ordinance applicable to the Development, or the successor thereto, of the County of Moore.

27. UTILITY LINES AND ANTENNAS. All electrical service lines and telephone lines shall terminate in underground service lines to buildings. Any exposed or exterior radio or television transmitting or receiving antennas in conformance with the current zoning ordinance applicable to the Development, or the successor thereto, of the County of Moore, may be erected, placed, or maintained on any part of any Lot only with the prior written approval of Declarant, its successors or assigns, provided, however, that if Declarant, its successors or assigns, fails to respond to such request within thirty (30) days of its receipt of such request, it shall be deemed to have consented to such request.

28. UTILITY EASEMENTS AND LINES. Declarant, its successors or assigns and licensees, reserves an easement upon all sixty foot (60') road rights-of-way shown on the plat and further reserves all necessary easements for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate wires, braces and anchors wherever necessary for the aforesaid installation, operation or maintenance, together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches and other services and appurtenances thereto, for the convenience of the Lot owners, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. Declarant, its successors or assigns and licensees, reserves an easement on, over and under all road rights-of-way for the purpose of installing, operating and maintaining the above-mentioned utilities and drainage. Lot owners shall have no cause of action against Declarant, its successors or assigns or licensees, either at law or in equity except with regard to any damages caused to said Lot or Lots by reason of willful negligence in installing, operating, removing or maintaining the above-mentioned installations.

29. ACCESS TO LOTS. No owner of any Lot shall be permitted direct vehicular access from such Lot to State maintained roads through rear or side lines of such Lot. Driveways shall be constructed only from streets internal to the Development.

30. COMPLIANCE WITH WETLANDS REGULATIONS. In the event a portion of any Lot or Lots is determined to meet the requirements for designation as a regulatory wetland, then any subsequent fill or alteration of such wetland shall conform to the requirements of the wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of the deed restriction is to prevent additional wetland fill, so the property owner should not assume that a future application for fill will be approved. The lot owner shall report the name of the subdivision, in any application pertaining to said wetland rules. This covenant is intended to ensure continued compliance with wetland rules adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them.

31. DEDICATED RIGHTS. The development shall be subject to any and all rights and privileges that the County of Moore may have acquired through dedication or through filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions reservations or restrictions as set forth herein, or acts performed by Lot owners in the Development shall be in violation of any County of Moore zoning ordinance or law.

32. BINDING EFFECT. All of the covenants, restrictions, reservations and servitudes set forth in this instrument shall run with the land, and shall be binding on all parties and all persons claiming under them, and a purchaser of a Lot, by accepting the deed to such Lot, accepts the same subject to the covenants, restrictions, reservations and servitudes and agrees for himself, his heirs, administrators and assigns to be bound by each of the covenants, restrictions, reservations and servitudes jointly, separately and severally. These covenants shall be binding on all parties until January 1, 2045, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote at any time of a majority of the owners of the Lots covered by these or substantially identical covenants, it is agreed to change said covenants in whole or in part, except that any such change shall not materially alter the character of the Development as then exists.

33. PARTIAL INVALIDATION. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and affect.

34. ENFORCEMENT. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the restrictions, conditions, covenants, or reservations herein, it shall be lawful for any other person or persons owning any Lot situated in the development and which is subject to these or substantially identical covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages for such violation. Failure by Declarant, its successors or assigns or by any Lot owner to enforce any covenant, restriction, condition or reservation herein contained shall in no event be deemed a waiver of a right to do so thereafter. If Declarant, its successors or assigns, or any Lot owner hires counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions or to re-enter by reason of a breach, all costs incurred in the enforcement, including a reasonable fee for counsel, shall be paid by the owner of the Lot or Lots and Declarant, its successor or assigns shall have a lien upon the Lot or Lots to secure payment of all such accounts.

35. AMENDMENTS. This Declaration of Covenants, Conditions and Restrictions of Brookwood may be amended by a duly recorded instrument executed and acknowledged by not less than eighty percent (80%) of the Owners of the Lots in the Development and by the Declarant as long as the Declarant owns one or more Lots in the Development; provided, however, during the Declarant Control Period, the Declarant may amend the Declaration without the consent or approval of the Owner of lots, provided such Amendment does not materially alter the terms of this Declaration.

*(The remainder of this page has intentionally been left blank, signature page follows)*

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be signed in its name by its Officers duly given, as of the day and year first above written.

Tri South Builders, Inc.

By: J. W. Caddell (SEAL)  
Name: James W. Caddell  
Its: President

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I certify that the following person(s), personally known to me or proven by satisfactory evidence, personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

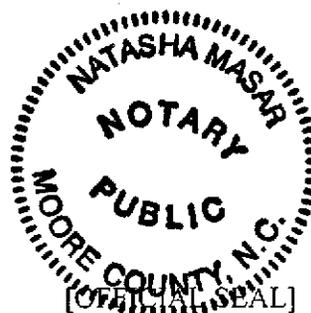
James W. Caddell President of Tri South Builders, Inc., a North Carolina corporation.

Date: March 20, 2019

Natasha Masar  
Notary Public

Natasha Masar  
Typed or Printed Name of Notary Public

My Commission Expires: 8/28/20



For Registration Register of Deeds

William Britton

Moore County, NC

Electronically Recorded

July 1, 2024 2:05:54 PM

Book: 6195 Page: 60 - 63 #Pages: 4

Fee: \$26.00 NC Rev Stamp: \$0.00

Instrument# 2024008776

Drafted by: John M. May, Robbins May & Rich LLP, 120 Applecross Road, Pinehurst, NC 28374

**SEVENTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BROOKWOOD SUBDIVISION**

**This Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision** (the "Amendment") is made this the 1<sup>st</sup> day of July, 2024 by Tri South Builders, Inc., a North Carolina corporation (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, Declarant caused to be filed the Amended and Completely Restated Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision (the "Subdivision") which was executed on the 10<sup>th</sup> day of December, 2019 and was recorded on December 12, 2019 in Book 5240, Page 69, of the Moore County Registry (the "Declaration"); and

WHEREAS, Declarant caused to be filed the First Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 21<sup>st</sup> day of July, 2021 and was recorded on July 29, 2021 in Book 5669, Page 253, of the Moore County Registry (the "First Amendment"); and

WHEREAS, Declarant caused to be filed the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 18<sup>th</sup> day of November, 2021 and was recorded on December 2, 2021 in Book 5754, Page 450, of the Moore County Registry (the "Second Amendment"); and

Submitted electronically by "Robbins May & Rich LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Moore County Register of Deeds.

WHEREAS, Declarant caused to be filed the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 6<sup>th</sup> day of May, 2022 and was recorded on May 6, 2022 in Book 5845, Page 325, of the Moore County Registry (the “Third Amendment”); and

WHEREAS, Declarant caused to be filed the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 15<sup>th</sup> day of June, 2022 and was recorded on June 15, 2022 in Book 5867, Page 37, of the Moore County Registry (the “Fourth Amendment”); and

WHEREAS, Declarant caused to be filed the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 17<sup>th</sup> day of June, 2022 and was recorded on June 21, 2022 in Book 5869, Page 281, of the Moore County Registry (the “Fifth Amendment”); and

WHEREAS, Declarant caused to be filed the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 26<sup>th</sup> day of January, 2023 and was recorded on January 30, 2023 in Book 5967, Page 142, of the Moore County Registry (the “Sixth Amendment”); and

WHEREAS, pursuant to Article 2, Section 1 of the Declaration, the Declarant has the unilateral right to annex the additional property into the Subdivision (the “Additional Property”); and

WHEREAS, pursuant to Article 2, Section 2 of the Declaration, the Declarant has the unilateral right to modify the covenants and restrictions of the Declaration to reflect that the Additional Property is subject to the Declaration.

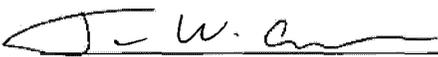
NOW, THEREFORE, Declarant and hereby supplements and amends the Declaration as follows:

1. Those Lots or Tracts of land comprising the Additional Property as described in Exhibit A attached hereto are herewith made subject to the provisions of the Declaration as herein amended the terms of which shall run with title to the Additional Property and shall be binding on the Declarant and on Declarant’s successor in title to said Additional Property.
2. Prior to the conveyance of any one or more lots depicted on Exhibit A attached to a third party, the Declarant reserves the right to record an Amendment to this Seventh Amendment to the Declaration to incorporate the terms and conditions related to the post-construction storm water management permit requirements of the North Carolina Department of Environmental Quality set forth in Permit No. SW6230806.

3. In all other respects, the terms and conditions of the Declaration as herein referenced shall continue to be in full force and effect, including but not limited to the application of the Declaration as amended to the Additional Property described in paragraph 1 above.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this instrument to be executed by its President under seal, the day and year first above written.

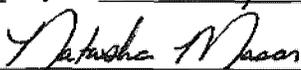
**Tri South Builders, Inc.**

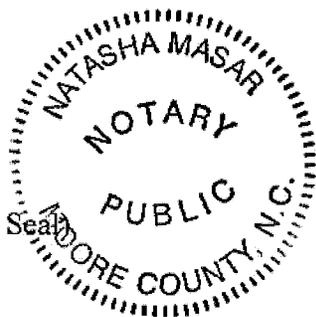
By:   
Name: James W. Caddell  
Title: President

STATE OF NORTH CAROLINA, COUNTY OF MOORE

I, NATASHA MASAR, a Notary Public of the County and State aforesaid, certify that James W. Caddell, President, personally appeared before me this day and acknowledged that he is the President of Tri South Builders, Inc., a North Carolina corporation and that, by authority duly given, and as the act of said company, said person executed the foregoing instrument on behalf of said company.

WITNESS my hand and notarial seal, this 1<sup>st</sup> day of July, 2024.

  
Notary Public



(Affix Notarial Seal)

My Commission Expires: 7/29/2025

## Exhibit "A"

Being all of Lots 89 through 128 along with the adjacent road denoted as Bassett Lane and as shown on a map entitled "Final Plat of Brookwood Subdivision – Phase 4," dated June 18, 2024, drawn from an actual survey by LKC Engineering Landscape Architecture Surveying, and recorded in Plat Cabinet 20, Slide 365, Moore County Registry, reference to which is hereby made.

For Registration Register of Deeds

William Britton

Moore County, NC

Electronically Recorded

July 26, 2024 11:58:00 AM

Book: 6206 Page: 564 - 566 #Pages: 3

Fee: \$26.00 NC Rev Stamp: \$0.00

Instrument# 2024009995

Drafted by: John M. May, Robbins May & Rich LLP, 120 Applecross Road, Pinehurst, NC 28374

**AMENDMENT TO SEVENTH AMENDMENT (EIGHTH AMENDMENT)  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BROOKWOOD SUBDIVISION**

**This Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision** (the "Amendment") is made this the \_\_\_ day of July, 2024 by Tri South Builders, Inc., a North Carolina corporation (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, Declarant caused to be filed the Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision (the "Subdivision") which was executed on the 1<sup>st</sup> day of July, 2024 and was recorded on July 1, 2024 in Book 6195, Page 60, of the Moore County Registry (the "Seventh Amendment") which Seventh Amendment together with the prior six (6) amendments, amended the Amended and Completely Restated Declaration of Covenants, Conditions and Restrictions for the Subdivision recorded in Book 5240, Page 69 of the Moore County Registry (the "Declaration"); and

WHEREAS, pursuant to Section 2 of the Seventh Amendment, Declarant reserved the right to amend the Seventh Amendment to incorporate the terms and conditions related to the Post-construction storm water management permit requirements of the North Carolina Department of Environmental Quality set forth in Permit No. SW6230806 (the "Stormwater Permit Requirements").

NOW, THEREFORE, Declarant hereby supplements and amends the Seventh Amendment to include the following additional covenants which are intended to ensure ongoing compliance with Stormwater Management Permit Number SW6230806, as issued by the Division of Energy, Mineral and Land Resources (the "Division") under 15A NCAC 02H.1000, effective January 1, 2017:

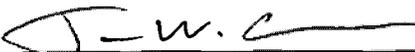
submitted electronically by "Robbins May & Rich LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Moore County Register of Deeds.

- i. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- ii. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- iii. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Division.
- iv. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division.
- v. This project is limited to a maximum of 44 dwelling units, based on one dwelling unit per acre. This allotted amount includes any BUA (built upon area) constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement not shown on the approved plans. BUA has the same meaning as G.S. 143-214.7, as amended.
- vi. The maximum allowable BUA shall not be exceeded on any lot until the permit is modified to ensure compliance with the stormwater rules, permit, and the approved plans and specifications.
- vii. Filling in, piping or altering any vegetated conveyances (ditches, swales, etc.) associated with the development, except for average driveway crossings, is prohibited by any persons.
- viii. A 30-foot wide vegetative setback must be provided and maintained adjacent to all surface waters in accordance with 15A NCAC 02H.1003(4) and the approved plans.
- ix. All roof drains shall be released no closer than at the edge of the 30-foot wide vegetated setback and allowed to flow through the setback as dispersed flow. At no time shall stormwater runoff be piped into or through the setback.
- x. Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in NCGS 143, Article 21.
- xi. In all other respects, the terms and conditions of the Declaration as herein referenced and amended shall continue to be in full force and effect.

*(The remainder of this page has intentionally been left blank; signature page follows)*

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this instrument to be executed by its President under seal, the day and year first above written.

**Tri South Builders, Inc.**

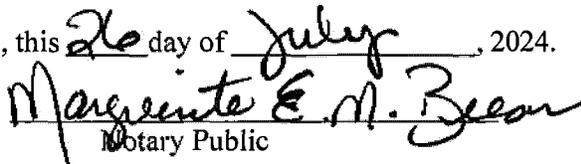
By:   
Name: James W. Caddell  
Title: President

STATE OF NORTH CAROLINA, COUNTY OF MOORE

I, **Marguerite E. M. Beeson**, a Notary Public of the County and State aforesaid, certify that James W. Caddell, President, personally appeared before me this day and acknowledged that he is the President of Tri South Builders, Inc., a North Carolina corporation and that, by authority duly given, and as the act of said company, said person executed the foregoing instrument on behalf of said company.

WITNESS my hand and notarial seal, this 26 day of July, 2024.

**Marguerite E. M. Beeson**  
**Notary Public**  
**Moore County, N.C.**

  
Notary Public

My Commission Expires: 03/15/27

(Affix Notarial Seal)

For Registration Register of Deeds

William Britton

Moore County, NC

Electronically Recorded

April 15, 2025 3:41:20 PM

Book: 6328 Page: 216 - 219 #Pages: 4

Fee: \$26.00 NC Rev Stamp: \$0.00

Instrument# 2025004905

Drafted by: John M. May, Robbins May & Rich LLP, 120 Applecross Road, Pinehurst, NC 28374

**NINTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BROOKWOOD SUBDIVISION**

**This Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision** (the "Amendment") is made this the 2<sup>nd</sup> day of April, 2025 by Tri South Builders, Inc., a North Carolina corporation (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, Declarant caused to be filed the Amended and Completely Restated Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision (the "Subdivision") which was executed on the 10<sup>th</sup> day of December, 2019 and was recorded on December 12, 2019 in Book 5240, Page 69, of the Moore County Registry (the "Declaration"); and

WHEREAS, Declarant caused to be filed the First Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 21<sup>st</sup> day of July, 2021 and was recorded on July 29, 2021 in Book 5669, Page 253, of the Moore County Registry (the "First Amendment"); and

WHEREAS, Declarant caused to be filed the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 18<sup>th</sup> day of November, 2021 and was recorded on December 2, 2021 in Book 5754, Page 450, of the Moore County Registry (the "Second Amendment"); and

Submitted electronically by "Robbins May & Rich LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Moore County Register of Deeds.

WHEREAS, Declarant caused to be filed the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 6<sup>th</sup> day of May, 2022 and was recorded on May 6, 2022 in Book 5845, Page 325, of the Moore County Registry (the “Third Amendment”); and

WHEREAS, Declarant caused to be filed the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 15<sup>th</sup> day of June, 2022 and was recorded on June 15, 2022 in Book 5867, Page 37, of the Moore County Registry (the “Fourth Amendment”); and

WHEREAS, Declarant caused to be filed the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 17<sup>th</sup> day of June, 2022 and was recorded on June 21, 2022 in Book 5869, Page 281, of the Moore County Registry (the “Fifth Amendment”); and

WHEREAS, Declarant caused to be filed the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 26<sup>th</sup> day of January, 2023 and was recorded on January 30, 2023 in Book 5967, Page 142, of the Moore County Registry (the “Sixth Amendment”); and

WHEREAS, Declarant caused to be filed the Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 1<sup>st</sup> day of July, 2024 and was recorded on July 1, 2024 in Book 6195, Page 60, of the Moore County Registry (the “Seventh Amendment”); and

WHEREAS, Declarant caused to be filed the Amendment to the Seventh Amendment (Eighth Amendment) to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 26<sup>th</sup> day of July, 2024 and was recorded on July 26, 2024 in Book 6206, Page 564, of the Moore County Registry (the “Eighth Amendment”); and

WHEREAS, pursuant to Article 2, Section 1 of the Declaration, the Declarant has the unilateral right to annex the additional property into the Subdivision (the “Additional Property”); and

WHEREAS, pursuant to Article 2, Section 2 of the Declaration, the Declarant has the unilateral right to modify the covenants and restrictions of the Declaration to reflect that the Additional Property is subject to the Declaration.

NOW, THEREFORE, Declarant and hereby supplements and amends the Declaration as follows:

1. Those Lots or Tracts of land comprising the Additional Property as described in Exhibit A attached hereto are herewith made subject to the provisions of the Declaration as herein amended the terms of which shall

run with title to the Additional Property and shall be binding on the Declarant and on Declarant's successor in title to said Additional Property.

- 2. Prior to the conveyance of any one or more lots depicted on Exhibit A attached to a third party, the Declarant reserves the right to record an Amendment to this Ninth Amendment to the Declaration to incorporate the terms and conditions related to the post-construction storm water management permit requirements of the North Carolina Department of Environmental Quality set forth in Permit No. SW6230806.
- 3. Pursuant to Section 10.10 "Conditions of Approval D" of the Moore County Unified Development Ordinance, Declarant has consented, in writing, to require that if fences are installed within any drainage easement areas, they must be installed to allow water to flow through the fencing.
- 4. In all other respects, the terms and conditions of the Declaration as herein referenced shall continue to be in full force and effect, including but not limited to the application of the Declaration as amended to the Additional Property described in paragraph 1 above.

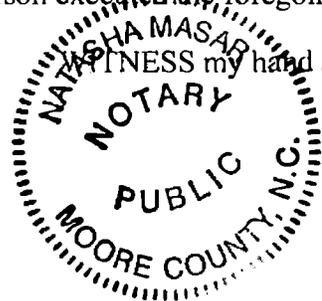
IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this instrument to be executed by its President under seal, the day and year first above written.

**Tri South Builders, Inc.**

By: [Signature]  
Name: James W. Caddell  
Title: ~~President~~

STATE OF NORTH CAROLINA, COUNTY OF MOORE

I, NATASHA MASAR, a Notary Public of the County and State aforesaid, certify that James W. Caddell, President, personally appeared before me this day and acknowledged that he is the President of Tri South Builders, Inc., a North Carolina corporation and that, by authority duly given, and as the act of said company, said person executed the foregoing instrument on behalf of said company.



IN WITNESS my hand and notarial seal, this 2<sup>nd</sup> day of APRIL, 2025.

[Signature]  
Notary Public

My Commission Expires: 7/29/2025

(Affix Notarial Seal)

Exhibit "A"

Being all of Lots 129 through 132 along with the adjacent road denoted as Bassett Lane and as shown on a map entitled "Final Plat of Brookwood Subdivision – Phase 5," dated March 14, 2025, drawn from an actual survey by LKC Engineering Landscape Architecture Surveying, and recorded in Plat Cabinet 20, Slide 694, Moore County Registry, reference to which is hereby made.

For Registration Register of Deeds  
Judy D. Martin

Moore County, NC

Electronically Recorded

May 6, 2022 10:44:31 AM

Book: 5845 Page: 325 - 328 #Pages: 4

Fee: \$26.00 NC Rev Stamp: \$0.00

Instrument# 2022008077

Drafted by: John M. May, Robbins May & Rich LLP, 120 Applecross Road, Pinehurst, NC 28374

**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BROOKWOOD SUBDIVISION**

**This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision** (the "Amendment") is made this the 6<sup>th</sup> day of May, 2022 by Tri South Builders, Inc., a North Carolina corporation (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, Declarant caused to be filed the Amended and Completely Restated Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision (the "Subdivision") which was executed on the 10<sup>th</sup> day of December, 2019 and was recorded on December 12, 2019 in Book 5240, Page 69, of the Moore County Registry (the "Declaration"); and

WHEREAS, Declarant caused to be filed the First Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 21<sup>st</sup> day of July, 2021 and was recorded on July 29, 2021 in Book 5669, Page 253, of the Moore County Registry (the "First Amendment"); and

WHEREAS, Declarant caused to be filed the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Brookwood Subdivision which was executed on the 18<sup>th</sup> day of November, 2021 and was recorded on December 2, 2021 in Book 5754, Page 450, of the Moore County Registry (the "Second Amendment"); and

WHEREAS, pursuant to Article 2, Section 1 of the Declaration, the Declarant has the unilateral right to annex the additional property into the Subdivision (the "Additional Property"); and

Submitted electronically by "Robbins May & Rich LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Moore County Register of Deeds.

WHEREAS, pursuant to Article 2, Section 2 of the Declaration, the Declarant has the unilateral right to modify the covenants and restrictions of the Declaration to reflect the different character of the Additional Property.

NOW, THEREFORE, Declarant and hereby supplements and amends the Declaration as follows:

1. Those Lots or Tracts of land comprising the Additional Property as described in Exhibit A attached hereto are herewith made subject to the provisions of the Declaration as herein amended the terms of which shall run with title to the Lots and shall be binding on the Declarant and on Declarant's successor in title to said Lots.

2. Article 8, Section 4 entitled "Minimum Size of Each Residence" is deleted in its entirety and is replaced with the following new Article 8, Section 4:

**"Minimum Size of Each Residence. No residence shall be constructed on a Lot which shall have less than 1,500 square feet of heated living space, of which not less than 600 square feet of heated living space is on the ground floor. Heated living space shall be calculated pursuant to the standards of measurement for dimensional requirements in the municipal zoning ordinance governing the Subdivision."**

3. In all other respects, the terms and conditions of the Declaration as herein referenced shall continue to be in full force and effect, including but not limited to the application of the Declaration as amended to the Additional Property described in paragraph 1 above.

*(The remainder of this page has intentionally been left blank; signature page follows)*

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this instrument to be executed by its President under seal, the day and year first above written.

**Tri South Builders, Inc.**

By: *J. W. C.*  
Name: James W. Caddell  
Title: President

STATE OF NORTH CAROLINA, COUNTY OF MOORE

I, *Natasha Masar*, a Notary Public of the County and State aforesaid, certify that James W. Caddell, President, personally appeared before me this day and acknowledged that he is the President of Tri South Builders, Inc., a North Carolina corporation and that, by authority duly given, and as the act of said company, said person executed the foregoing instrument on behalf of said company.

WITNESS my hand and notarial seal, this *6<sup>th</sup>* day of *May*, 2022.

*Natasha Masar*  
Notary Public

My Commission Expires: *7/29/2025*

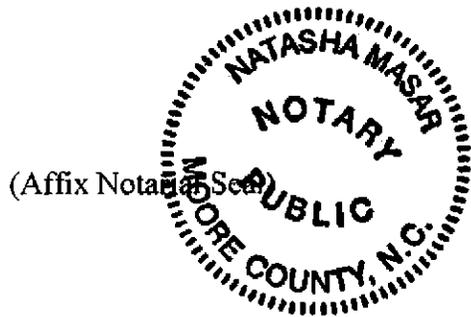


Exhibit "A"

Being all of Lots 57 through 79, as shown on a map entitled "Final Plat of Brookwood Subdivision – Phase 3A," dated April 26, 2022, drawn from an actual survey by LKC Engineering Landscape Architecture Surveying, and recorded in Plat Cabinet 19, Slide 373, Moore County Registry, reference to which is hereby made.