For Registration Register of Deeds
Judy D. Martin

Moore County, NC
Electronically Recorded
January 16, 2020 8:03:49 AM
Book: 5256 Page: 280 - 285 #Pages: 6

Fee: $26.00 NC Rev Stamp: $0.00

Instrument # 2020000758

GRETCHEN ROAD DECLARATION

This Declaration of Covenants, Conditions, Liens, Easements and Restrictions is made this 7 day of January by T.K.C.S.J.M. Harris, LLC ("Declarant").

Gretchen Road, formerly North Carolina State Road Number 1307 was abandoned by the North Carolina Department of Transportation at its Board Meeting held November 7, 2019, pursuant to the request of the Moore County Board of Commissioners;

Declarant is the owner in fee simple of the land under and adjacent to Gretchen Road for its full length running from NC Highway 73 to Carthage Road. Gretchen Road is not necessary to access any property other that owned by Declarant;

Declarant desires to establish Gretchen Road as an exclusive private appurtenant access easement for benefit of the future owners of Lots to be created in the Gretchen Pines and Gretchen Estates II Subdivisions on Tract 2 of Declarant's adjacent land as herein after described, and to provide for the costs of maintenance of said road as an exclusive private access easement;

Declarant desires to provide easement rights for the Owners of Lots in the Gretchen Estates II Subdivision to use the open space, walking trails and other recreational amenities in said Open Space which is part of the Gretchen Pines Subdivision, and to provide for the Owners of Lots in Gretchen Estates II to contribute the cost of improvements and maintenance of said Open Space and Amenities;

The Declarant hereby declares that all of Gretchen Road as herein after described, and all of the Open Space within the Gretchen Pines Subdivision, is subject to the following covenants, conditions, liens, easements and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Gretchen Pines and Gretchen Estates II subdivisions and of each of the Lots to be created therein. 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 inure to the benefit of the Declarant and the Lot Owners, and their heirs successors and or assigns.

Submitted electronically by "Trevarrow Law Firm"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

ARTICLE ONE
DEFINITIONS

1. "Association" shall mean Gretchen Pines HOA, Inc.

2. "Gretchen Road" means all of that strip of land formerly being NCSR 1307, as shown on the plat recorded in the office of Register of Deeds of Moore County, North Carolina in Plat Cabinet 18, Slide 363 and all facilities, improvements and amenities located thereon including street lighting if installed.

3. "Gretchen Pines" and "Gretchen Estates II" mean the subdivisions by those names to be created by recording the subdivision plats dividing Declarant's land known as Tract 2, as shown on the plat thereof recorded in the office of Register of Deeds of Moore County, North Carolina in Plat Cabinet 18, Slide 21.

4. "Open Space" shall mean those area shown on a recorded plats of the Gretchen Pines subdivision labelled 'OPEN SPACE' and all facilities, improvements and amenities located thereon.

5. "Lot" shall mean a numbered parcel of land on which a residence has been or is intended to be constructed, as shown on the plats for Gretchen Pines or Gretchen Estates II Subdivisions to be recorded hereafter.

6. "Owner" shall mean the Owner of a Lot.

7. "Subdivisions" shall mean Gretchen Pines and Gretchen Estates II subdivisions as shown on plats thereof and described in the Declaration for each subdivision to be recorded in the Moore County Registry.

ARTICLE TWO
EASEMENTS

1. Owners' Easements. Declarant grants to each Lot Owner a mutual, perpetual, non-exclusive and appurtenant easements on, over and under Gretchen Road and the Open Space for

a. access, ingress and egress

b. placement, maintenance, replacement and repair of any and all utilities, subject to the terms herein, and the Gretchen Pines and Gretchen Estates II Declarations.

c. recreational use of the open space subject the rules and regulations adopted by the Association.

2. Declarant's Easements. Declarant reserves for itself, its successors and or assigns mutual, perpetual, non-exclusive and appurtenant easements on, over and under Gretchen Road and the Open Space 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, security facilities, drainage facilities and erosion control facilities.

d. placing signs, advertising, marketing and promoting sales of Lots, houses or land.

3. Declarant's Additional Easement Rights. Declarants easement rights reserved herein may be utilized and or assigned for the benefit of property within or outside of the Subdivisions, 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 Subdivisions 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 THREE
PROPERTY RIGHTS

1. Owners' Easements. Every Owner shall have a right and easement of enjoyment in, use of, and access to, from, and over Gretchen Road and the Open Space, subject to:

a. the right of the Association to limit the use of Gretchen Road and the Open Space to Owners who occupy a residence in the Subdivisions and to their families, tenants and guests, and to make reasonable rules and regulations with respect to use of Gretchen Road and the Open Space.

b. the right, but not the obligation, of the Association to construct and maintain gates at either end of Gretchen Road where it meets the public roads at NC Hwy 73, and Carthage Road to prevent use of Gretchen Road by the public. All Owners shall be provided equal status credentials for accessing gates, and all charges for gate access credentials shall be identical for all Owners.

c. the right of the Association, with approval of the Members, to dedicate or transfer all or any part of Gretchen Road of the Open Space 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 Owners in writing. 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 Gretchen Road or the Open Space without the approval of the Members when necessary or convenient for the use and enjoyment of the Subdivisions. The Open Space shall be maintained for the benefit of the Owners or for the public in general and shall not be conveyed except to the County or other 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 Gretchen Road and the Open Space to the Association. Declarant hereby reserves and grants for itself an easement

over, under, across and through Gretchen Road and the Open Space for so long as it owns any Lot within the Subdivisions, for the purpose of maintaining or constructing any improvements on Gretchen Road or the Lots. Conveyances by the Declarant to the Association shall be free and clear of all encumbrances and liens except for the provisions of this Declaration, restrictive covenants applicable to the Subdivisions, 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 Gretchen Road or the Open Space by Declarant shall become the property of the Association, except utilities owned and maintained by governmental entities, or a public or private utility company.

ARTICLE FOUR
MAINTENANCE

1. Maintenance by the Association. The Association shall have the right and obligation to ensure that the Gretchen Road and the Open Space is maintained for the benefit of the Owners and shall:

a. maintain the road in its improved state, as appropriate for use by the Owners, including all gates and security measures;

b. maintain the open space in its natural state or as improved for drainage, erosion, stormwater, or recreational use.

b. procure and maintain adequate liability insurance covering the Association and the Owners against any loss or damage suffered resulting from use of Gretchen Road and the Open Space.

2. Storm Water Management. Except for maintenance responsibilities placed on Owners by applicable law or assumed or undertaken by a governmental body or agency, the Association shall have the right and the obligation to maintain storm water management facilities, and comply with all obligations of storm water management laws, regulations and agreements, arising from Gretchen Road and the Open Space. 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 FIVE
ASSESSMENTS

The cost of maintenance and operation of Gretchen Road and the Open Space by the Association pursuant to this Declaration shall be borne by Gretchen Pines HOA, Inc. and Gretchen Estates II HOA, Inc. pro-rata based on the number of Lots in each subdivision.

1. Budget. The Association shall keep separate accounting for the costs of maintaining and operating Gretchen Road and the Open Space, including creating reasonable reserves for replacement and other necessary capital improvements, as required by this Declaration (the "Gretchen Road Budget"). The amount required to fund the Gretchen Road Budget shall be paid jointly by the Association and Gretchen Estates II, HOA Inc. on the basis of the number of Lots in the Subdivisions. The total amount necessary to fund the Gretchen Road Budget shall be divided by the total number of Lots in the Subdivisions, and the association for each subdivision shall be responsible to fund the portion of the Gretchen Road Budget equal to the total Budget multiplied by a fraction made up of the number of lots in each respective subdivision, over the total number lots in both Subdivisions.

2. Assessments and Collection. Each HOA shall include in its assessments levied against Lot Owners in each subdivision the amounts to be paid by each respective HOA pursuant to the calculation above in addition to regular HOA assessments. At least annually, Gretchen Estates II HOA, Inc. shall pay said calculated portion of the Gretchen Road Budget to the Association. In the event said payment is not made to the Association as provided for herein, the Association shall be entitled to assume and exercise all of the lien rights set forth in the Gretchen Estates II Declaration to file liens against Lot Owners in the Gretchen Estates II subdivision to collect the Assessments provided for herein. However, notwithstanding the above, the Association shall not have any lien against Lots in the Gretchen Estates II Subdivision until the Association has filed a claim of lien against said Lots in the office of the Moore County Clerk of Court.

3. Special Assessments. In addition to the regularly budgeted expenses for maintenance and operation of Gretchen Road and the Open Space, Gretchen Pines HOA Inc. shall be entitled to declare Special Assessments to fund repairs of damage to Gretchen Road or the Open Space from casualty, accident, weather or other unforeseen causes or acts of god. Special Assessments for Gretchen Road shall be collected by each association by declaring a special assessment under its Declaration in the pro-rata amount for each Lot, and Gretchen Estates II, HOA paying the amounts so assessed to Gretchen Pines HOA as soon as they are collected. In the event said Special Assessments are not made, collected and paid to Gretchen Pines HOA, Inc. by Gretchen Estates II HOA, Inc., Gretchen Pines HOA Inc. shall have the collection and lien rights against the Gretchen Estates II Lot Owners as set forth herein above.

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. Conflicts and Coordination with other Declarations. The terms of this Declaration shall supersede and control the terms of the Gretchen Pines Declaration or the Gretchen Estates II Declaration. In the event of a conflict between this Declaration and the Gretchen Pines Declaration or the Gretchen Estates II Declaration, this Declaration shall control. The Gretchen Pines Declaration and the Gretchen Estates II Declaration shall at all times include all necessary provisions to enact, enforce and complement the terms of this Declaration. Any amendment to said Declarations of Gretchen Pines and Gretchen Estates, II which is in conflict with the terms of this Declaration shall be void.

6. 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 Manager this the day and year first above written.

T.K.C.S.J.M. Harris, LLC

By: Warren Steve Harris

Warren Steve Harris, Manager

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: **Warren Steve Harris, Manager of T.K.C.S.J.M. Harris, LLC.**

This 7th day of January 2020.

Paul B. Trevarrow

Notary Public

My commission expires: 12-12-2024

NOTARY SEAL

Paul B. Trevarrow
Notary Public
Moore County
North Carolina