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**DECLARATION OF THE ROADS AT WINFALL,
A PLANNED COMMUNITY**

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PLATS OF _____ ARE RECORDED IN
PLAT CABINET _____, SLIDE _____, MAP NO. ____; PLAT CABINET _____, SLIDE _____, MAP NOS.
_____,
INCLUSIVE, PERQUIMANS COUNTY PUBLIC REGISTRY

North Carolina, Perquimans County

THIS DECLARATION OF THE ROADS AT WINFALL, A PLANNED COMMUNITY is made this the _____ day of _____, 2025, by **LDCT, LLC** (hereinafter referred to as “Declarant”).

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RECITALS

Declarant is the owner of certain real property located in Perquimans County, North Carolina, which is described in **Exhibit A** attached and hereby incorporated by reference (refer to Page 1 of this Declaration for the recording information for the Plats) (the “Property”).

Declarant desires to subject the Property to the provisions of this Declaration and to develop the Property under the name of **The Roads at Winfall** and desires to create thereon a planned community (the “Planned Community”) together with streets, roads, footways, open spaces, entrances, drainage facilities, access easements, signage, recreation area(s), and any other property located within the Planned Community for the benefit of the Planned Community; and

Declarant desires to provide for the preservation of the values and amenities in the Planned Community and for the maintenance of the Planned Community and, to this end, desires to subject the real property described on the attached **Exhibit A** to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is, and are, for the benefit of all said real property and each owner of a portion thereof; and

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Planned Community, to create an organization to which should be delegated and assigned the powers of maintaining and administering the Planned Community and facilities, administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

Declarant has or will cause to be incorporated under the laws of the State of North Carolina a nonprofit corporation, **The Roads At Winfall Homeowners Association, Inc.** (the “Association”), for the purpose of exercising the functions contained in this Declaration, the Bylaws, and its Articles of Incorporation; and

Declarant anticipates, that the Common Elements shown on all of the current and future recorded plats of the Planned Community subject to this Declaration will be conveyed by Declarant to the Association.

NOW, THEREFORE, Declarant does hereby declare that all of the property described herein, together with any additional property which it may hereafter add by supplement to this Declaration, shall be held, transferred, conveyed, occupied and used subject to the following easements, covenants, conditions, restrictions, liens and charges which shall run with the title to the real property and which shall be binding upon and inure to the benefit of all of the parties having any right, title or interest in the above described properties, their heirs, successors and assigns.

**ARTICLE 1
DEFINITIONS**

Section 1.1 Definitions. The definitions contained in Section 47F-1-103 of the Act shall apply to this Declaration and to the Planned Community.

Section 1.2. Additional Definitions. The following words when used in this Declaration shall have the following meaning:

1.2.1. **“Architectural Control Committee”** or **“ACC”** or **“Committee”** shall mean the Committee appointed by the Board for the purpose of establishing and enforcing the architectural standards of the Planned Community.

1.2.2. **“Articles”** means the Articles of Incorporation of The Roads at Winfall Homeowners Association, Inc.

1.2.3. **“Assessment”** shall mean an Owner’s share of the common expenses or charges established by the Association, and as hereinafter defined.

1.2.4. **“Association”** shall mean the The Roads at Winfall Homeowners Association, Inc., a nonprofit corporation whose purpose is or will be, among other things, to administer the property which is subject to this Declaration.

1.2.5. **“Board”** or **“Executive Board”** means the Board of Directors of the Association.

1.2.6. **“Bylaws”** shall mean the Bylaws of the Association.

1.2.7. **“Common Expenses”** shall mean all expenditures made by the Association in carrying out its duties together with all funds assessed by the Association for the creation, maintenance, and allocation of reserve under this Declaration.

1.2.8. **“Developed”**, except as otherwise explained herein, shall mean that a parcel of property has been granted subdivision approval by Perquimans County, and a subdivision plat has been recorded in the Register of Deeds of Perquimans County.

1.2.9. **“Declarant”** shall mean **LDCT, LLC**, as well as their successors and assigns. The Declarant may assign or pledge any or all of its rights reserved under the land use documents through an assignment or in an instrument of conveyance or assignment.

1.2.10. **“Declaration”** shall mean this document which includes the Covenants, Conditions and Restrictions for **The Roads at Winfall**, together with all amendments which may be filed in the Office of the Register of Deeds of Perquimans County, North Carolina.

1.2.11. **“Dwelling”** shall mean any dwelling quarters in a detached building for which a

permit of occupancy has been issued pursuant to this Declaration. There shall be only one Dwelling per Lot.

1.2.12. **“Lot”** shall mean any unimproved parcel of land within the Planned Community, including future phases added to the Planned Community after recordation of the Declaration, to be used exclusively for a single family, detached Dwelling. A parcel of land shall be deemed a Lot rather than a Dwelling until the improvements constructed thereon are sufficiently completed to reasonably permit habitation thereof. Upon completion of the building and the issuance of the occupancy permit, the Lot and the improvements thereon shall collectively be considered a **“Dwelling”** for purposes of this Declaration.

1.2.13. **“Occupant”** shall be any person including, without limitation, any Owner, family member, guest, invitee, lessee, or tenant of an Owner occupying or otherwise using a Dwelling within the Planned Community.

1.2.14. **“Owner”** shall have the same meaning as “Lot Owner” as defined in Section 47F-1-103 of the Act.

1.2.15. **“Planned Community”** shall mean the property described on the attached **Exhibit A** together with all improvements located or constructed thereon. It shall also refer to any additional property which may hereafter be made subject to this Declaration

1.2.16. **“Person”** shall mean a Natural Person, Corporation, Partnership, Association, Trust or other legal entity, or any combination thereof.

1.2.17. **“Rules”** shall mean any and all regulations of the Association promulgated by the Executive Board pursuant to its power under this Declaration or any other land use document.

1.2.18. **“Supplemental Declaration”** shall mean a Declaration filed by Declarant which describes one or more additional parcels of property which may be (but which is not required to be) located within the Planned Community, and which establishes covenants, conditions and restrictions for that particular parcel of property. Supplemental Declarations will be filed to add additional real property to the Planned Community not covered by this Declaration.

ARTICLE 2 MEMBERSHIP, VOTING RIGHTS AND GOVERNANCE OF THE ASSOCIATION

Section 2.1 Membership. Membership in the Association is defined in Section 47F-3-101 of the Act.

Section 2.2. Voting Rights.

2.2.1. Except as otherwise provided herein, voting rights of Lot Owners shall be those rights provided by Section 47F-3-110.

2.2.2. The Association shall have two (2) classes of voting membership.

2.2.2.1. Class A members shall be owners of Lots. Any Class A member shall be entitled to one (1) vote for each Lot or Dwelling owned.

2.2.2.2. The Class B member shall be the Declarant which shall be entitled to three (3) votes for each Lot or Dwelling owned by it until the Turnover Meeting.

Section 2.3. Governance. The Association shall be governed pursuant to Section 47F-3-103 of the Act.

Section 2.4. Turnover. Turnover shall occur within ninety (90) days of the earlier of (1) the Declarant, subject to Declarant's sole discretion, voluntarily turns control of the Association to Owners other than the Declarant, which Turnover is effective upon the delivery of written notification to the President of the Association; or (2) the Declarant no longer owns nor holds title to **any** lots subject to the Declaration or Supplemental Declaration. Upon the occurrence of the earlier of the above described events, the Association shall conduct a special meeting of the membership, hereinafter called the Turnover Meeting, for the purpose of assuring the transition of the Association to owners other than the Declarant, provided however that so long as the Declarant is the Owner of one (1) Lot or Dwelling governed by the Association, the Declarant shall be entitled to appoint at least one member to the Executive Board.

ARTICLE 3 PROPERTY RIGHTS IN THE COMMON ELEMENTS

Section 3.1. Owners' Easements Of Enjoyment In The Common Elements. Subject to the provisions of the Section herein entitled "Easement For Governmental, Health, Water, Sewage Disposal, Sanitation And Emergency Services" and any additional provisions of this Declaration, every Owner, members of the Owner's household, guests of the Owner, agents, and licensees shall have a permanent and perpetual easement for the use and enjoyment of the Common Elements and each easement shall be appurtenant to and shall pass with the title to every Lot. Such easements of enjoyment shall include, but are not limited to, the Owner's right of ingress and egress over the streets, roadways and walkways over the Common Elements for the purpose of access to the Owner's Lot. All streets in the Planned Community shall be public and the maintenance shall be taken over by the State of North Carolina. They will be maintained to Department of Transportation standards. After 2 permits of occupancy have been issued in **The Roads at Winfall**, the Association may offer the roads for public dedication.

Section 3.2. Title to the Common Elements. The Declarant may (but is not obligated to) retain the legal title to the Common Elements until the earlier of (1) the Declarant's decision, subject to Declarant's sole discretion and evidenced in a writing delivered to the President of the Association, to convey title to the Common Elements to the Association; or (2) the occurrence of Turnover pursuant to Article 2 Section 2.4, Item (2), of these Restrictions and Covenants. Notwithstanding any other provision herein, however, upon the happening of the earlier of the two aforementioned events, Declarant shall

convey title to the Common Elements to the Association by Non-Warranty Deed, at no cost to the Association, free and clear of all liens and encumbrances except this Declaration and any supplements and amendments thereto. The Association will accept a conveyance of all of the Common Elements pursuant to a requirement in its bylaws.

Section 3.3 Limitation of Owners' Easements. The rights of use and enjoyment of the easements created hereby shall be subject to the following:

3.3.1. The right of the Association to adopt and enforce, at any time, Rules governing the use of the Common Elements and all facilities situated thereon. Any Rules so adopted shall apply, until rescinded or modified, the same as if originally set forth at length in this Declaration.

3.3.2. The right of the Association to set specific charges for the use and maintenance of the Common Elements.

3.3.3. The right of the Association as provided in its Articles and Bylaws, to borrow money for the purpose of maintenance, repair and improvement of the Common Elements and in aid thereof to mortgage such properties.

3.3.4. The right of the Association as provided in its Articles and Bylaws to suspend the enjoyment rights of any Owner for any period during which any assessment remains unpaid, or for a period that may be determined by the Board of Directors for any violation of this Declaration, the Association's Articles, Bylaws, or published rules and regulations; provided, however, that the right of a member of ingress and egress over the streets shall not be abrogated.

3.3.5. The right of the Declarant and the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for public purpose.

Section 3.4. Easement For Utilities. There is hereby reserved for the benefit of the Declarant, the Association, any public utility or governmental unit providing services in the Planned Community, and their respective successors and assigns, an easement upon, over, under and across all of the Common Elements and all land located within ten (10) feet of any Lot line as shown on all plats of record, for the purpose of installing, replacing, maintaining and operating all utilities.

Section 3.5. Easement For Governmental, Health, Water, Sanitation, And Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and emergency service such as fire, ambulance and rescue services, for purpose of ingress and egress over the Common Elements. Declarant further reserves an easement over the Common Elements as needed for the installation, maintenance and operation of the central water systems, if any, which will serve the Planned Community.

Section 3.6. Maintenance Easement. The Declarant reserves for itself and the Association and their respective agents and employees an easement to enter upon any unimproved areas in the Planned Community for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash therefrom so as to maintain reasonable standards of health, fire safety and appearance within the Planned Community. This reservation shall not impose any duty or obligation upon the Declarant or the Association to perform any such action. Furthermore, the Declarant hereby reserves for its benefit and that of the Association an easement but not obligation to enter upon any unimproved area which is located within thirty (30) feet from the waters edge of any lagoon, pond, water course and waterway, whether natural or man made, within the Planned Community for the purpose of maintaining such area and keeping the area clear and free from unsightly growth and trash and the maintenance of reasonable water quality standards.

Section 3.7 Environmental Easements. Declarant reserves for its benefit and the Association and their respective agents and employees an easement on, over and across any and all unimproved areas in the Planned Community for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, procedures promulgated or instituted by the Executive Board or by any governmental entity. Such easement shall include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and herbicides within the Planned Community. This reservation shall not impose any duty or obligation upon the Declarant or the Association to perform any such action.

ARTICLE 4 COVENANT FOR ASSESSMENT OF COMMON EXPENSES

Section 4.1. Creation Of The Lien And Personal Obligation Of Common Expenses. Except as hereinafter more fully provided, the Declarant, for each Lot owned by it which is subject to this Declaration, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in the particular deed of conveyance, shall be deemed to covenant and agree to all the Covenants and Restrictions of this Declaration and to pay the Association: (1) Periodic Assessments and (2) Special Assessments for capital improvements and other assessments to be fixed, established and collected from time to time as hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Each Owner expressly covenants, by acceptance of a deed, that liens may be placed against the Owner's Lot or Dwelling for nonpayment of assessments in accordance with N.C.G.S. § 47F-3-116, as amended.

Section 4.2. Purpose Of Assessments. The assessments levied by the Association for Common Expenses shall be used exclusively for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Planned Community and maintaining the Planned Community and improvements therein, all as may be more specifically authorized from time to time by the Executive Board. The Common Expenses to be funded by the periodic assessments may include but shall not necessarily be limited to the following: (a) utility charges for utilities serving the Common Elements and charges for other Common Services for the Planned Community including trash collection and security services if any such services or charges are in fact paid by the Association; (b) the cost of insurance coverage the Executive Board determines to be in the interest

of the Owners; (c) the expenses of maintenance, operation and repair of the Common Elements; (d) the expenses of the Architectural Control Committee which are not defrayed by plan review charges; (e) any real or personal property taxes assessed or levied against the Common Elements; (f) the expense of maintenance, operation, repair and reconstruction of any and all roadways, pathways, trails, lagoons, waterways and landscaped areas within the Planned Community whether conveyed to the Association or not; (g) all expenses associated with providing security services to the Planned Community; (h) the establishment and maintenance of a reasonable reserve fund for maintenance, repair and replacement of the Common Elements, to cover emergency repairs as a result of casualties which are not covered by insurance and to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments; (i) management fees and expenses of administration; and (j) such other expenses as may be determined from time to time by the Executive Board of the Association to be Common Expenses.

Section 4.3. Assessment And Lien For Assessment. The Assessment, lien for such assessment and remedies to the Association for nonpayment of such assessment shall be as provided by Sections 47F-3-115 and 47F-3-116 of the Act, with the following additional provisions:

4.3.1. The Executive Board may appoint a Trustee to foreclose the lien of the assessment as provided in by Section 47F-3-116 of the Act and Article 2A of Chapter 45 of the North Carolina General Statutes.

4.3.2. The Association may enter one or more bids at the foreclosure sale, even if the foreclosure sale is conducted by or at the direction of the Association.

Section 4.4. Basis And Amount Of The Periodic And Special Assessments. Periodic and Special Assessments shall be divided equally among the Lots made subject to this Declaration.

Section 4.5. Special Assessments. In addition to the periodic assessment authorized by this Article, the Executive Board may levy in any assessment period a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of a described capital improvement upon the Common Elements, including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association. The due date of any special assessment under this Article shall be fixed in a resolution of the Executive Board authorizing such assessment.

Section 4.6. Effect Of Non-Payment Of Assessment; The Personal Obligation Of the Owner; The Lien; Remedies Of The Association; Late Fee. If an assessment is not paid on the date when due (being the dates specified in the notice of the assessment given to each Owner), then it shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after delinquency date, the assessment shall bear interest from the date of delinquency at the rate established by the Executive Board not to exceed the maximum legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessment and/or bring an

action to foreclose the lien against the property. There shall be added to the amount of such assessment all costs of collection, including, but not limited to the cost of preparing and filing the complaint in such action, the cost of any and all attorneys fees incident to collection whether or not suit is brought, including attorneys fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments as provided above and a reasonable attorneys' fee to be fixed by the Court, together with costs incident to the action. In addition to the foregoing remedies, the Executive Board may assess a one-time "Late Fee" as may have been theretofore established by the Executive Board for each periodic or special assessment which is more than thirty(30) days delinquent, for the purpose of helping defray collection costs. The Executive Board may also suspend the enjoyment rights of the delinquent Owner in the Common Elements pursuant to the provision herein entitled "Limitation of Owner's Easements."

Section 4.7 Subordination of The Lien to Mortgage. The lien for the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage now or hereafter placed upon an Owner's property subject to assessment, unless such assessment is secured by a Claim of Lien that is recorded prior to the recording of such mortgage.

ARTICLE 5 RESERVATION OF SPECIAL DECLARANT RIGHTS

Section 5.1. Declaration of Special Declarant Rights. In addition to other Special Declarant Rights reserved by the Declarant in this Declaration, the Declarant reserves the following additional Special Declarant Rights:

Section 5.1.1. Rights Listed in the Act. Declarant reserves all Special Declarant Rights enumerated in Section 47F-1-103(28) of the Act.

Section 5.1.2. Addition To Or Deletion From Common Elements; Easements. Declarant reserves the right, without approval of the Association or any Owner, to add to or delete part of the Common Elements and to dedicate easements and rights-of-way over the Common Elements in accordance with the terms of this Declaration.

Section 5.1.3. Easement For Declarant. The Declarant reserves to itself, its successors and assigns the right of temporary roads, utility services and drainage systems as are necessary in its sole discretion for the proper development and administration of the Planned Community. Such right shall extend over, through under and across the Common Elements.

Section 5.1.4. Changes In Boundaries; Additions To Designated Common Elements. Declarant expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of any designated Common Element within the Planned Community, and to make additions thereto.

Section 5.1.5. Development Right. The Declarant reserves as a Development Right the

right and option to create additional Lots in the Planned Community. The Development Right herein reserved may be exercised with respect to different portions of the Property submitted herein at different times. No assurances are made as to the boundaries of those portions or the order in which those portions may be subjected to the exercise of each Development Right. No assurances are given that if a Development Right is exercised with regard to one portion of the submitted Property subject to a Development Right, that a Development Right will be exercised in all or in any other portion of the remainder of the submitted Property.

Section 5.1.6. Planned Improvements. With regard to improvements shown on the unrecorded preliminary plats and the final recorded plats of the Planned Community, which have not been completed as of the date of filing of record of such plat, such improvements NEED NOT BE BUILT, and the Declarant hereby reserves the right to refrain from development and construction of such improvements. In the event the Declarant chooses not to develop and construct any of the improvements shown on the preliminary or final recorded plats, the area where such improvements were to be constructed shall be deemed part of the Common Elements of the Planned Community.

Section 5.1.7. Sales And Construction. The Declarant, its agents, employees, successors and assigns may maintain such facilities and carry on such activities as may be reasonably convenient or incidental to the completion, improvement and sale of Lots within the Planned Community, including without limitation, the right to (a) install and operate construction trailers, sales offices, signs, and model dwellings; and (b) maintain such facilities and carry on such activities.

ARTICLE 6 MAINTENANCE OF PLANNED COMMUNITY

Section 6.1 Maintenance Responsibilities of Owners. Each Owner is responsible for maintaining the grounds of their Lot and exterior appearance of their Dwelling, including, but not limited to, upkeep and care of walls, roofs, gutters and downspouts, excessive weeds and grass growth and unsightly trash. In the event that any Lot or Dwelling is neglected and uncared for through failure of an individual Owner to maintain their property as outlined herein, so that, in the discretion of the Association, its condition creates a hazard or presents an unsightly appearance within the Planned Community, the Association shall have the right, but not the obligation, to provide necessary maintenance and impose fines.

Section 6.2 Maintenance Action by the Association. Where the Executive Board determines that an Owner has failed or refused to carry out their duties under this Article, the Board shall take such action as is necessary to restore the property to the standards of the Planned Community. Entry upon any property for this purpose by the Association, its agents or employees shall not be deemed a trespass. Except in emergency situations, however, the Association shall give such Owner fifteen (15) days notice prior to its entry on the premises to perform such work.

Section 6.3 Assessment for Association Maintenance of Owner's Lots or Dwelling. Where the Association, in the interest of the Planned Community, authorizes maintenance on individual Lots, the work shall be performed in a cost efficient manner and the Association shall have the right to assess the Owner. In the case of failure to pay the charges or assessment, the Executive Board shall place a lien on the Lot which shall be a personal obligation of the Owner and shall be due and payable in all respects.

Section 6.4 Maintenance of Common Elements. Unless otherwise provided, the Association shall maintain and keep in good repair the Common Elements including any other improvements or structures located thereon. No diminution or abatement of assessments, fees or charges, however, shall be claimed or allowed by any Owner by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by it under this Declaration. No Owner shall be permitted to discharge refuse, litter, debris, or any other object or item of personal property onto any Common Element of the Association at anytime. Any Owner that violates this Section 6.4 of the Declaration shall be subject to a fine as established by the Executive Board.

Section 6.5. Insurance Of Common Elements. The Executive Board of the Association shall maintain liability insurance on the Common Elements as herein defined, in an amount to be determined in their sole discretion.

6.5.1. In the event that any Owner desires to use one or more Common Elements of the Association for a social gathering of fifty (50) or more persons, said Owner must obtain written approval from the Executive Board authorizing the use of said Common Element(s). Further, said Owner shall provide the Executive Board with proof of liability insurance coverage in the minimum amount of one million dollars (\$1,000,000.00), which said insurance must list the Association as an additional insured party.

ARTICLE 7 COMMON ELEMENTS

Section 7.1. Management. The Association, subject to the rights of the Declarant and the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements located thereon. As provided by Section 47F-3-103 of the Act, the Executive Board may act in all instances on behalf of the Association except as provided in this Declaration, the Bylaws, or the Act.

Section 7.2 Duties And Powers. The duties and powers of the Association shall be those set forth in this Declaration, the Bylaws and in Section 47F-3-102 of the Act. Should there be conflicts or inconsistencies between any of these documents then the order of authority shall be this Declaration, the Bylaws, and the Act.

Section 7.3. Restraint On Transfer. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner except to the extent that a transfer of ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot or Dwelling.

Section 7.4. Rules And Regulation. The Association, acting through its Executive Board, may make and enforce reasonable rules and regulations governing the use of all Lots, Dwellings, Common Elements, and all other areas within the Planned Community. These rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 7.5. Condemnation Of Common Elements. Should any portion of the Common Elements be taken through eminent domain or conveyed by deed in lieu of condemnation by the Association, the award or proceeds made or collected by the Association shall be disbursed or held as follows: (a) to the extent practical in the discretion of the Executive Board, the funds shall be used for the replacement of the condemned facility on some other part of the Common Elements; (b) if replacement at some other location within the Common Elements is not feasible then these funds shall be added to the reserves held by the Association; or (c) should the Executive Board deem the funds not necessary for addition to the reserves then these funds shall be disbursed on a pro rata basis to the membership of the Association based on the number of votes held.

Section 7.6. Limited Common Elements. The Declarant may identify as Limited Common Elements those portions of the Common Elements identified on the recorded Plats of the Planned Community, or by a recorded Supplemental Declaration. The Common Expense associated with such Limited Common Elements shall be assessed to those Owners to whom the Limited Common Elements are allocated.

Section 7.7. Storage Facilities. If Declarant elects to construct in the Planned Community one or more storage facilities for boats or recreational vehicles, the Declarant may delete from the Common Elements the property on which such facilities are located. No Owner shall have any property right, privilege or easement in or to such storage facilities. Declarant, and Declarant's successors and assigns may lease space in such storage facilities on a first-come, first-served basis, and may charge storage fees for such space. Declarant may sell or transfer to a third party such storage facilities and the property on which such facilities are constructed, and such grantee or transferee may continue to lease storage space to Persons for such fees as may be determined by the then-owner of such storage facilities. In the alternative, the Declarant may, but is not required to, transfer the storage facilities to the Association if the Association agrees to accept a deed therefor.

ARTICLE 8 AFFIRMATIVE ARCHITECTURAL AND LANDSCAPING CONDITIONS

Section 8.1 Purpose. In order to preserve the natural setting and beauty of the Planned Community, to establish and present a harmonious and aesthetically pleasing design for the Planned Community, to protect and promote the value of the Planned Community, the Lots made subject to this Declaration, and all improvements located therein or thereon, including landscaping, shall be subject to the restrictions set forth in this Article. **Every Grantee of any interest to any property subject to this Declaration, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.**

Section 8.2. Architectural Control Committee.

8.2.1. The Executive Board shall establish an Architectural Control Committee (ACC) to provide and maintain standards as to harmony of external design and location in relation to surrounding

structures, topography and consistent with the principles of the Planned Community and the Perquimans County Code of Ordinances and the Town of Winfall Zoning Ordinances.

8.2.2. The Committee Members shall be composed of at least three (3) persons, including a Chair, who need not be members of the Association. A majority of the Committee may designate a representative to act for it. In the event of death, resignation or removal by the Executive Board of any member of the Committee, the Executive Board shall have full authority to designate a successor. The members of the Committee may be paid a stipend or honorarium at the discretion of the Executive Board. The Association shall maintain a list of the names and addresses of the Committee members or their designated representatives for the benefit of owners. Declarant shall have the right to sit on and be a part of the Committee until such time as the Declarant no longer owns any Lots in the Planned Community.

Section 8.3 Submission of Plans. Unless expressly authorized in writing by the ACC, no Dwelling, fence, wall, driveway or other structure, nor any exterior addition or alteration to any existing Dwelling, nor any clearing or site work, shall be commenced, erected or maintained upon the Planned Community, until plans and specifications therefor, showing the shape, dimensions, materials, basic exterior finishes and colors, location on site, driveway, parking, well, septic tank and drain field, floor plan and elevations therefor (all of which is hereinafter referred to as the "Plans"), shall have been submitted and approved in writing, as to harmony of external design and location in relation to any surrounding structures and topography, by the Committee. The Committee shall have the absolute and exclusive right to refuse to approve any such plans and specifications which are not suitable or desirable in the opinion of the Committee, based on the Code of Architectural and Landscaping Policies and Procedures.

Section 8.4 Code of Architectural and Landscaping Policies and Procedures. The Committee shall establish a written Code of Architectural and Landscaping Policies and Procedures which shall be binding as a part of this Article (the "Code"). Once the Code is established it shall be given to each current Owner. Once established, it shall be given to prospective Owners on or before purchase of the property. Acceptance of a deed conveying real property in the Planned Community shall constitute receipt and acceptance of the Code as established, or to be established, and all subsequent amendments, revisions, and replacements thereto. The Committee shall at its discretion revise and amend the Code, and where material changes are made, the Executive Board shall approve the same and circulate them to every Owner. The Code of Architectural and Landscaping Policies and Procedures will contain an outline of the philosophy of the Planned Community, basic design guidelines, siting setback requirements and considerations, landscaping guidelines, the process for submitting and obtaining approval of Plans, fee structure and a list of contractor requirements during construction.

Section 8.5 Siting and Location. Because of its importance to the individual Owners and the Planned Community as a whole, the Committee shall first approve the site plan and location of each Dwelling within the Planned Community. Then, following a stake-out of the approved site plan, the

on-site location will be inspected by the Committee to determine that it is in compliance. Following a satisfactory inspection, written approval of same must be issued for construction to proceed.

Section 8.6. Construction.

8.6.1. Prior to commencement of construction, a building permit must be issued by the Committee and prior to occupancy, an occupancy permit must be issued by the Committee. The Committee or its agents shall have the right to inspect all construction to ensure that the structure is in accordance with the approved Plans, specifications and details. No structure or improvement shall be made unless it conforms strictly to the approved Plans, specifications and details. These required permits are in addition to those required by the local, county, or state authorities.

8.6.2. During Construction on a lot or a dwelling, all vehicles involved, including vehicles delivering supplies, must enter said property on said property's driveway so as not to unnecessarily damage trees, street paving and or ditches. During construction, the builders must keep homes, garages and building sites clean. All building debris, stumps, trees, etc. must be removed from each Lot or dwelling by the builder or owner, as often as necessary to keep the Dwelling and/or Lot attractive. Such debris shall not be dumped, stored or otherwise placed in any area of the Roads at Winfall.

Section 8.7 Completion. The exterior of any improvement permitted by the Committee shall be completed one not later than (1) year from the start of construction. The Committee may permit an extension of this period in extenuating circumstances. Otherwise, the Committee shall recommend the Executive Board to take whatever action is appropriate and necessary to stabilize and remedy the appearance of the property and Lot in accordance with the Section herein entitled "Maintenance Action By the Association." Furthermore, if the Committee, in their discretion, determines that the construction of the dwelling or the landscaping work is not being carried out in accordance with approved plans, the Committee is empowered to issue a work-stop order to put a halt to the work.

Section 8.8. Landscaping.

8.8.1. To preserve the aesthetic appearance of the Planned Community, no landscaping, grading, excavating, or filling of any nature shall be implemented or installed by anyone other than the Declarant, unless and until the Plans therefore have been submitted to and approved in writing by the Committee.

8.8.2. Standards and Plans for landscaping in general shall be part of the Code.

8.8.3. The landscaping and grading plans shall be reviewed and approved with consideration of the harmony of the proposed landscaping design, the environmental character of the surrounding area, the preservation of natural drainage patterns, the visual impact on the surrounding areas, and the establishment of adequate shading and buffering in regard to individual Lots.

8.8.4. Unless located within five (5) feet of a building or parking area, no tree, shrub, bush or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level shall be cut, removed or mutilated without the prior approval of the Committee, provided

this does not apply to dead or diseased trees or shrubs. If any such healthy tree, bush or shrub is removed without approval of the Committee, the Owner shall replace it with a tree, bush, or shrub of comparable value approved by Committee. In the event the Owner fails, within thirty (30) days, to satisfactorily replace the tree, bush or shrub removed, the Owner shall pay the Association a reasonable damage fee as established by the ACC. The Association through its agents and employees, shall have the right to enter the property for the purpose of replacing the tree, bush or shrub. Damages provided for herein shall become a lien on the property of the Owner. It is the intention of the Declarant to preserve the natural setting of the Planned Community through the preservation of as much of the existing greenery as is possible.

Section 8.9 Approval Not A Guarantee. Approval of Plans, specifications and the publication of architectural and landscaping standards shall not be considered as representing or implying that the Plans, specifications or standards if followed will result in properly designed improvements. Approval of partial or completed structures or construction shall not be considered as representing or implying that said partial or completed structures or construction are properly designed improvements. Neither the Declarant, the Association, the Committee nor any agent thereof shall be responsible or liable in any way for defects in improvements or any such plans, specifications submitted revised or approved pursuant to the terms of this Article.

ARTICLE 9 RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION AND OWNERS

Section 9.1. Permissible Uses. No Lot shall be used except for residential purposes.

Section 9.2 Division of Lots. No Single Family Dwelling Lot shall be subdivided, or its boundary lines changed by its Owner, except with the written consent of the Declarant (or by the Association after Turnover).

Section 9.3 Minimum Square Feet In Dwelling. Each Single Family Detached Dwelling shall contain a minimum of 1,600 square feet of heated interior living space, exclusive of all basements, garages, breeze ways, porches, patios, balconies, and unfinished attics even if said areas are enclosed.

Section 9.4 Animals and Pets. No animal or livestock of any description, except the usual household pets (dogs and cats) shall be kept on any Lot or Dwelling. Owners are expected control their pets and to thereby prevent the disruption of the well being of the Planned Community. This includes, but is not limited to, an expectation and requirement that owners prevent their pets from hunting or harassing wildlife. Where necessary, the Executive Board shall act to require Owners to restrain animals causing a nuisance. The keeping and quartering on the lots contained in The Roads at Winfall of horses, cows, ponies, goats, pigs, chickens, or other animals commonly classified as domestic animals is hereby prohibited by this Declaration. Each Owner must comply with all State laws and local ordinances regarding pets. All dogs must be under control of their owners at all times when outdoors. Failure to maintain dogs under control may result in appropriate authorities impounding or restraining such dogs.

Section 9.5. Utilities and Easement. All utility lines of every type, including, but not limited to, water, electricity, telephone, television cables or sewage must be underground.

Section 9.6 Satellite Dishes and Antennas. Except as otherwise provided by law, including the Federal Telecommunications Act of 1966 and the rules promulgated by the Federal Communication Commission pursuant thereto, no satellite dishes or antennas shall be allowed on any Lot unless approved by the ACC. The ACC will not approve any satellite dish that is attached to the front, roof or front wall of any home. The ACC will not approve any satellite dish that exceeds eighteen (18) inches in diameter. The ACC will require as a condition to any approval, that the satellite dish be located (or screened) so as not to be conspicuously visible from adjoining properties or from any street or road right-of-way. Approved satellite dishes should also be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted.

Section 9.7 Temporary Structures. No temporary house, trailer, tent, garage, shed, or other building shall be placed or erected on any Lot. However, the Association may grant permission for any such temporary structure for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a Dwelling and in any event any approved temporary structure must be removed within ninety (90) days after the issuance of the permit of occupancy.

Section 9.8. Fences and Mailboxes. Any fence installed on any Lot shall be in compliance with the Perquimans County Code of Ordinances and the Town of Winfall Zoning Ordinance. The Owner is responsible for obtaining the appropriate permit(s) from Perquimans County and/or the Town of Winfall prior to installing any fence. The ACC will strongly encourage natural buffers rather than man made fencing. The installation of a fence may be permitted on a Lot following approval by the ACC of a site plan showing the location of the fence, and a plan showing the design and materials of the fence. Mailboxes are permitted providing they comply with the requirements of the ACC and the United States Postal Service.

Section 9.9. Garbage And Storage Receptacles. Garbage receptacles are permitted provided they are screened in accordance with the Code. Every fuel storage tank shall be buried below the surface of the ground or screened in accordance with the Perquimans County Code of Ordinances and the Town of Winfall Zoning Ordinances. All rubbish, trash and garbage shall be regularly removed from each Lot. The Board shall determine and hire the trash collection contractor to be utilized for all Lots within the Association by soliciting competitive bids. No Owner shall be permitted to hire or retain an alternative trash collection contractor. Any Owner that hires or contracts with an alternative trash collection contractor will be subject to a twenty-five dollar (\$25.00) fine for each week the alternative trash collection contractor performs its service(s) for the Owner.

Section 9.10 Offensive And Illegal Activities. No noxious, offensive or illegal activities shall be carried on within the Planned Community, nor shall anything be done that shall be or become an unreasonable annoyance or nuisance.

Section 9.11 Outside Burning. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except in accordance with a validly issued burning permit from Perquimans County and the Declarant or the Association.

Section 9.12. Discharge Of Firearms. Hunting or trapping of wild animals, fowl and game and

the discharge of firearms and/or bows and arrows within the Planned Community is prohibited unless required for public safety.

Section 9.13 Motorized Vehicles. Notwithstanding anything herein to the contrary, motorcycles with valid and effective licenses and registration, which can legally be used for highway travel, shall not be prohibited pursuant to this article or any other provision contained in this Declaration. No dirt bike, motorcycle (except as noted above), motorbike go-cart, three wheeler, four wheeler, ATV, off-road vehicle, or similar vehicle may be used within the Planned Community at all under any circumstances nor shall any of the above be used for the purpose of entering or leaving the Planned Community. No recreational vehicles, campers, trailers, or commercial vehicles shall be parked in plain view within the Planned Community at any time, except in closed garages or in Planned Community parking areas, if any exist, designated specifically for such vehicles by the Association. The Association is not obligated to designate such an area. All motor vehicles operated in the Planned Community shall have quiet mufflers. Further, no person shall operate any motor vehicle in the Planned Community unless he holds a valid driver's license.

9.13.1. No junked, wrecked or inoperative automobiles, trucks, buses, trailers or boats shall be permitted to be placed or remain on any Lot in the Planned Community.

9.13.2. All motorized vehicles shall be stored on the Owner's Lot or in the Owner's garage. No Owner nor any guest of any Owner shall store a motor vehicle on the street for a period of more than forty-eight (48) hours, unless said Owner obtains the prior written approval of the Executive Board.

Section 9.14 Signs. No sign of any kind, including billboards and advertising posters, shall be displayed to the public view on any Lot or Dwelling, except for one sign per lot with dimensions of not more than two feet by three feet (2 ft. x 3 ft.) advertising a Dwelling for sale. Any sign required by legal proceedings shall be permitted. A sign identifying each house name or number will be permitted providing it is in accordance with the Code and shall be no larger than six inches by eighteen inches (12 in. x 18 in.) in size.

Section 9.15. Sales And Construction. The Declarant, its agents, employees, successors and assigns may maintain such facilities and carry on such activities as may be reasonably convenient or incidental to the completion, improvement and sale of Lots or Dwellings within the Planned Community, including without limitation, the right to (1) install and operate construction trailers, sales offices, signs and model Dwellings, and (b) maintain such facilities and carry on such activities.

Section 9.16. Time Shares. No Dwelling or Lot may be subdivided to permit the creation of a time share or time shares as same is defined by Chapter 93A, Article 4 of the North Carolina General Statutes, or any subsequent legislation affecting time.

Section 9.17 Storm Water Runoff Rule Compliance.

9.17.1. No more than thirty percent (30%) of any Lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate, or similar materials. This covenant is intended to ensure continued compliance with storm water runoff rules adopted by the State of North Carolina and therefore may be enforced by the State of North Carolina or the Association.

9.17.2. No Lot Owner shall in any way impede, obstruct, or change the direction of the natural flow of storm water runoff in The Roads at Winfall, the streets, ditches and drainage system thereof; nor place or cause to be placed any culvert or drainage device on or under said Lot Owner's Lot

or any driveway associated therewith which in any way alters, impedes, obstructs or changes the direction of the natural flow of storm water runoff in The Roads at Winfall, the streets, ditches and drainage system thereof.

9.17.3. Any drainage equipment or materials so placed on or under any lot or driveway in the Roads at Winfall shall conform to the North Carolina Department of Transportation standards and specifications and shall be approved by the ACC prior to placement.

Section 9.18. Leases. Leaseholds of any Dwelling maybe granted or be conveyed by an Owner only in accordance with the following restrictions:

9.18.1. Any lease, assignment, or sublease of any Lot must be for the entire Dwelling unless the Declarant (or after Turnover, the Association) gives prior written consent to leasing of a portion of a Dwelling.

9.18.2. The Owner shall provide any lessee copies of the Association's Declaration, Bylaws, Articles of Incorporation, and Rules and regulations, and the lessee shall be subject to and comply with the terms thereof.

9.18.3. The Owner shall assume responsibility for any violation by any lessee of any of the governing documents of the Association. If any lessee violates any provision of any of the Association's governing documents, the Executive Board shall, at its discretion, determine what action or actions should be taken against the Owner and/or tenant, as the case may be up to and including pursuing lease termination or eviction through proper court proceedings; and in such case, the Association shall be entitled to recover all court costs, attorneys' fees, and expenses incurred in connection with any violation by an Owner under this Section.

9.18.4. All off-site Owners that do not reside within the Planned Community shall provide in writing to the executive board the off-site Owner's current address(es), electronic mail address(es), and telephone number(s) where said Owner may be reached in the case of an emergency. Any expense incurred by the Association in locating an Owner who fails to provide such contact information shall be assessed to that Owner. Any Owner who fails to provide his or her current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the home being leased and the address for the Owner on record with the Perquimans County Tax Department.

Section 9.19. Garage Sales. Any Owner that wishes to engage in a garage sale must do so in compliance with any and all applicable local ordinances.

Section 9.20. Local Government Ordinances. Owner and any of Owner's residents, children or guests must at all times abide by all provisions of all applicable local government ordinances.

ARTICLE 10 GENERAL PROVISIONS AND ENFORCEMENT

Section 10.1. Duration. This Declaration shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them in perpetuity, unless the Planned Community is terminated pursuant to Section 47F-2-118 of the Act.

Section 10.2 Rules And Regulations. The Executive Board is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration.

Section 10.3 Enforcement. Failure of an Owner, members of the Owner's household, the Owner's guests, licensees or invitees to comply with a provision of this Declaration or Architectural Code or a provision in the Bylaws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to assess penalties and/or fines, file claims of lien on the Owner's Lot, bring legal action(s) at law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof against the violating Owner. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration or the Architectural Code, inclusive of attorneys' fees (whether or not litigation is instituted) and court costs, shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees, costs and damages may be enforced by any method described in this Declaration providing for the collection of periodic assessments, or by a civil action to collect the debt. All enforcement actions by the Association and/or Executive Board, including those relating to the imposition of fines, shall be governed by Chapter 47F of the North Carolina General Statutes.

Section 10.4. No Trespass. Whenever the Association, the Declarant, the Architectural Control Committee and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Planned Community, the entering thereon and the taking of such action shall not be deemed a trespass.

Section 10.5 Interpretations. In all cases, the provisions of this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Declarant or the Executive Board, will best effect the intent of the general plan of the Planned Community. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive.

Section 10.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid. However, if the application of any provision to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and to this end the provisions of this Declaration are declared to be severable.

Section 10.7 Notices. Notices required under this Declaration shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such address as have been designated in writing to the Association or if no such address has been so designated by the Owner, at the address of the Owner's Lot or Dwelling. All notices to the Declarant shall be delivered or sent to the Declarant's main office located at _____, or to such other address as the Declarant from time to time may notify the Association.

Section 10.8. Amendments. The Declarant reserves the right to modify or amend this Declaration at any time and for any reason without prior notice and without the consent of any Owner, Person, or Association for any purpose whatsoever provided any such amendment or modification may not materially alter the basic plan of development. Once the Declaration has been amended or modified, such amendment or modification shall extend to and be automatically applicable to the Lots and Dwellings that were sold prior to or subsequent to the recordation of such amendment. Any such amendment of the Declaration by the Declarant shall not require the joinder of the Association or any Lender. The Declarant, by itself, shall not have the right to modify or amend this Declaration after Turnover. The Executive Board and members of the Association, after Turnover, as herein provided may modify or amend this Declaration pursuant to Section 47F-2-117 of the Act.

IN WITNESS WHEREOF, this Declaration together with Covenants, Conditions and Restrictions has been signed and executed by the Declarant, and the undersigned individual on the day and year first above written.

Declarant: LDCT, LLC

By: _____ (SEAL)
Its: _____

State of North Carolina, County of Perquimans

I, a Notary Public of the County of _____ and State aforesaid, certify that _____ personally appeared before me this day in his capacity as _____ and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2025.

Notary Public

My commission expires:

State of North Carolina, County of Perquimans

The foregoing or annexed certificate(s) of _____
_____ is/are certified to be correct.

This _____ day of _____, 2025.

Register of Deeds

By: _____
Deputy/Assistant

J:\Clients\41533-0.bm\Draft Dec v. 1.wpd