

**ARTICLE VI
RIGHTS OF LENDERS**

1. Books and Records. Any holder of a first deed of trust on any Lot, or its agent(s), shall have the right, during normal business hours, to examine copies of this Declaration, the Articles of Incorporation, Bylaws, and the books and records of the Association and, upon written request to the Association, to receive a copy of the financial statement for the immediately preceding fiscal year.

2. Notice to Lenders. Upon written request to the Association, the holder of a first deed of trust on any Lot shall be entitled to timely written notice of:

- (a) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan.
- (b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (c) Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

3. Approval of Holders of First Deeds of Trust. Unless at least seventy-five percent (75%) of the holders of the first deeds of trust on Lots located within the Properties have given their prior written approval, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. Neither the granting of easements for utilities or other purposes nor the exchange of real property as provided in Section 1(c) of Article IV hereof shall be deemed a transfer within the meaning of this clause. Notwithstanding anything herein to the contrary, the property owned by the Association, whether in fee, by easement, or otherwise, shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to Chatham County or to another nonprofit corporation for the aforementioned purposes.
- (b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Lot;
- (c) Fail to maintain hazard insurance on insurable improvements on the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value; or
- (d) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement, or reconstruction of the damaged improvements.

4. Payment of Taxes and Insurance Premiums. The holders of first deeds of trust on Lots, jointly or singly, may pay taxes or other charges which are in default and which have or may become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy covering property owned by the Association. The persons, firms or corporations making such payments shall be owed immediate reimbursement therefore by the Association.

ARTICLE VII EASEMENTS

1. Stormwater Facility, Access, Drainage, and Utility Easements. Easements for the installation and maintenance of driveway, walkway, water line, gas line, telephone, cable television, electric power transmission lines, sanitary sewer, and storm water drainage facilities and for other public utility installations are reserved as shown on the recorded plats of the Properties. The Association may reserve and grant easements over the Common Area as provided in Article IV, Section 1(c), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

For a period of twenty-five (25) years from the date hereof, Declarant reserves an easement and right of ingress, egress, and regress on, over and under the Properties to maintain and correct drainage or surface water runoff to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to all affected Owners.

To the extent that any improvement constructed by the Declarant infringes or encroaches into a drainage easement or utility easement established by the Declarant or reflected on a recorded map of the Property, the Declarant, in its sole discretion, shall have the right to waive minor violations that do not impact the reasonable use of the easement area.

2. Easements for Governmental Access. An easement is hereby established over the Common Area and every Lot for the benefit of applicable governmental agencies for installing, removing, and reading water meters; maintaining and replacing water, sewer and drainage facilities; and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection, the delivery of mail and verification of the Declarant's or Association's fulfillment of its obligations of inspection, maintenance and repair of the Stormwater Facilities in accordance with the provisions of any Stormwater Facility and Covenants between Declarant and Chatham County.

3. Easement and Right of Entry for Repair, Maintenance, and Reconstruction. If any part of a dwelling is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance, or reconstruction of such dwelling. Such work shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

4. Easement Over Common Area. A perpetual, nonexclusive easement over the Common Area or Common Open Space is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants, or occupants, for the purpose of providing access, ingress, and egress to and from the Common Area or Common Open Space and for the use thereof.

5. Easement for Encroachments. If any structure erected on a Lot encroaches upon any other Lot or the Common Area, and such encroachment was not caused by the purposeful act or omission of the Owner of such Lot, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist. If any structure erected principally on the Common Area encroaches upon any Lot, then an easement shall exist for the continuance of such encroachment of such structure onto such Lot for so long as such encroachment shall naturally exist. The foregoing shall not be construed to allow any extension or enlargement of any existing encroachment or to permit the rebuilding of the encroaching structure, if destroyed, in a manner to continue such encroachment.

6. Association's Easement Upon Lots. The Association shall have a right, license, and easement to go upon any Lot for the purpose of fulfilling its obligations under this Declaration, the restrictive covenants applicable to the Subdivision, and any other laws, ordinances, rules, and regulations, public or private, which the Association is obligated or permitted to enforce. Such easement shall include, without limitation, the right to go on any Lot to correct, repair or alleviate any condition which, in the opinion of the Board of Directors of the Association or of the manager employed by the Association, creates or may create an imminent danger to the Common Area or improvements thereon or is a clear violation of this Declaration or the Restrictive Covenants applicable to the Lot, including, but not limited to an obligation of maintaining the subject Lot.

7. Sign Easement. Easements are also reserved for the benefit of the Declarant and the Association, and their respective successors and assigns, over, across and under those portions of the Lots, Easements, and Common Open Space where entry signs are located, for the purpose of installing, operating, repairing and maintaining landscaping and subdivision entrance signage, landscaping, and fencing in the easement area. No building, structure, fill, embankment, fence, driveway, planting, swing or other obstruction shall be permitted in such area, other than those installed by the Declarant or the Association unless approved as provided in Article VIII the Declaration and, if required, by the County.

The Declarant, the Association and their successors and assigns shall always have the right of access upon such easements for the purpose of landscaping, planting, mowing, maintaining, repairing, or replacing the easement area and the improvements thereon or for removing any object placed in the easement area in violation of the provisions of this Article.

ARTICLE VIII ARCHITECTURAL CONTROL

After occupancy of the dwelling constructed on a Lot pursuant to a certificate of occupancy or other certificate issued by the appropriate governmental entity, no building, fence, sign (including unit identification signs) wall or other structure shall be commenced, constructed, erected or maintained upon such Lot, nor shall any exterior addition to or change or alteration thereof be made, nor shall a building permit for such improvement or change be made, nor shall any major landscaping or re-landscaping be commenced or made (such construction, alteration and landscaping are hereinafter referred to as the "Improvements") until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Declarant. If the Declarant fails to approve or disapprove such proposed Improvements within thirty (30) days after the plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with. Declarant shall have the right (but not the obligation) to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define, and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Declarant shall not approve any Improvements which it determines, in its discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography, or the general plan of development of the Subdivision.

Declarant may, at any time, delegate the review and approval authority contained in this Article VIII to the Board of Directors of the Association, which, in turn, may delegate such authority to an Architectural Committee composed of three (3) or more persons appointed by the Board. Such delegation shall be made by the Declarant by recording in the Chatham County Registry an Assignment of Declarant's Rights. Declarant shall delegate such authority no later than the date upon which Declarant no longer owns any Lots within the Properties, and no termination of Special Declarant Rights shall be deemed a termination or assignment of the rights reserved to Declarant in this Article VIII. Any use of the term "Declarant" in this Article VIII shall be deemed to apply to Declarant and, when appropriate, to the Board of Directors or the Architectural Committee. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development.

Neither Declarant nor the Association, nor any officer, director, manager, member, or employee of either, shall be liable for damages to any person by reason of mistaken judgment, negligence, or nonfeasance in connection with the approval or disapproval or failure to approve or disapprove any plans, specifications and/or Improvements.

**ARTICLE IX
GENERAL PROVISIONS**

1. Enforcement. The Association and each Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, rules, regulations, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Act, the Bylaws or rules and regulations adopted by the Association. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Association shall not be obligated to act to enforce any covenant, restriction, or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law. or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions, or any case in which the Board reasonably determines that the cost of enforcement outweighs the benefit to be gained by enforcement. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction, or rule.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

3. Amendment. Otherwise, the covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of the Owners as set forth below. During the Declarant Control Period, the Declarant may amend this Declaration, without the consent or joinder of the Members or the Association, for the purpose of conforming this Declaration to the requirements of any governmental law or regulation. This Declaration may also be amended during the first twenty-five-year period by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. No amendment shall be effective unless it has been approved, if required by Section 4 of this Article IX, by the Federal Housing Administration or Veterans Administration, and is recorded in the office of the Register of Deeds of Chatham County.

4. FHA/VA Approval. In the event that Declarant has arranged for and provided purchasers of Lots with FHA-insured or VA-guaranteed mortgage loans, then as long as any Class B Lot exists, as provided in Article m hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mortgaging of real property owned by the Association, deeding of Common Area to persons other than the Association (not including the granting of an easement or exchanges permitted by Article IV, Section l(c) hereof), and amendment of this Declaration.

5. Non-Liability of the County. Neither Chatham County nor any other municipality, shall be responsible for failing to provide any emergency or regular fire, police, or other public service to the Properties, any Lot, or any Owner or occupant thereof when such failure is due to the lack of access to the Properties or any Lot thereof due to inadequate design or construction of such access, blocking of access routes, or any other factor within the control of the Declarant, the Association, an Owner, or an occupant of any Lot.

6. Subdivision of Lots. No Lot within the Subdivision may be subdivided by sale or otherwise so as to reduce the total Lot area shown on recorded plats of the Subdivision, except with the consent of the Declarant and, if required, by Chatham County.

7. Declarant's Right to Change Development. With the approval of Chatham County, Declarant shall have the right, without consent or approval of the Owners, to create dwelling units, add Common Area, change unit types, and reallocate units within, and withdraw real property from the development. Declarant shall have all Special Declarant Rights as set out herein and granted pursuant to N.C.G.S. 47F-1-103(28).

8. Insurance. The Association may procure and maintain adequate liability insurance covering the Association, in an amount not less than \$1,000,000.00. The Association may also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association, and shall procure and maintain officers', directors', and employees' liability insurance. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration.

9. Rules and Regulations. The Board of Directors shall have the authority to adopt additional rules and regulations governing the use of the Common Area and the Lots within the Subdivision and shall furnish a written copy of said rules and regulations to the Owner(s) of each Lot at least fifteen (15) days before such rules and regulations become effective. Any violation of such rules shall be punishable by fine and/or suspension of voting rights as provided in this Declaration.

In addition to any other rights and remedies that the Association may have under this Declaration, the Association may impose sanctions for violations of this Declaration, the Bylaws of the Association, the rules and regulations adopted by the Association, or the Restrictive Covenants applicable to the Properties, in accordance with procedures set forth in the Bylaws, which sanctions may include, but are not limited to reasonable monetary fines, which fines shall constitute a lien upon the Lot of the violator, and suspension of the right to vote and the right to use any recreational facilities within the Common Area; provided, however, that the Association shall not have the right to suspend the right to use private streets providing access to an Owner's Lot.

In addition, pursuant to procedures provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use

any open space and recreational facility within the Properties if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association.

The Association shall always have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the architectural guidelines applicable to the Properties. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, the party prevailing in such action shall be entitled to recover all costs, including, without limitation, attorneys' fees, and court costs, reasonably incurred in such action.

10. Condemnation/Casualty. If all or any part of the Common Area and improvements thereon are taken by power of eminent domain or are damaged or destroyed by fire or other casualty, the proceeds of the condemnation award or any insurance policies covering such improvements shall be payable to the Association. The Board of Directors shall propose to the Members, at an annual or special meeting held within sixty (60) days after the date of the condemnation or casualty, whether or not to reconstruct the improvements. The insurance proceeds shall be used to reconstruct the improvements unless at least sixty-seven percent (67%) of the Members vote at such meeting against reconstruction, in which event the proceeds shall be retained by the Association for operation expenses or reserves, as determined by the Board or the Members. Nothing in this Section shall prevent the Board from proposing and the Members from approving the use of such proceeds for construction of different improvements, e.g., playground on Common Area in lieu of a destroyed club house).

ARTICLE X USE RESTRICTIONS

1. Land Use and Building Type. All Lots shall be used for residential purposes; provided, however, Declarant or Declarant's assign, may use any Lot within the Property as a temporary sales office and/or model home for the purposes of carrying on business related to the development, improvement, and sale of lots and/or homes within the Property. The temporary sales office may be a trailer and shall not be required to have a foundation. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed three (3) stories in height, a private garage, and other out-buildings incidental to residential use of the Lot. Any out-building or detached garage shall be constructed of similar materials to that of the main dwelling. No metal out-buildings shall be allowed. Tenants may operate home-based businesses so long as the operations do not cause nuisance and comply with Chatham County zoning ordinances and regulations.

2. Dwelling Size. The minimum heated square footage of a dwelling, exclusive of open or screened porches, carports, garages, and decks, may not be less than 2000 square feet.

3. Building Setbacks, House Location. No dwelling shall be erected or maintained on any Lot outside of the building envelope shown on the recorded plats of the Subdivision or as otherwise required or permitted by Chatham County zoning ordinances and regulations (the "Zoning Ordinance").

4. Fences. Any fence or wall installed within the Subdivision must meet all requirements of the Zoning Ordinance and must be approved as provided in Article VIII.

5. Temporary Structures. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

6. Parking; Driveways and Parking Pads; Abandoned Vehicles. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport, or parking pad.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the Subdivision or the Common Area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

7. Animals. No commercial animal, livestock, or poultry operations of any kind shall be kept or maintained on any Lot or in any dwelling. Common avocational farm animals such as pigs, chickens, sheep, goats, horses, dogs, cats, or other household pets may be kept in numbers reasonable to directly sustain the Lot tenants, provided that they are not kept or maintained for commercial purposes and that they do not create any nuisance. The declarant and board reserve the right to remedy issues where a noise, smell, and visual nuisance are created from avocational farm animals. Owners are required to comply with the applicable municipality's animal control ordinances.

8. Nuisances: Business Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which maybe or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by Chatham County zoning ordinances and regulations.

9. Signs. Except as otherwise required by Chatham County, no sign of any kind shall be displayed to the public view on any Lot except signs used to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier

than sixty (60) days before such election and shall be removed within two (2) days after such election.

10. Antennas: Satellite Dishes or Discs. No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. However, a satellite antenna receiver or disc will be permitted on a Lot if: (i) the receiver or disc is not larger than one meter in diameter; (ii) the receiver or disc is located on the rear roof of the house away from the street and within the building set back lines applicable to that Lot; and (iii) the receiver or disc is located or screened in such a way that it cannot be seen from any street within the Subdivision. Any such screening must be approved as provided in Article VIII of the Declaration. In no event shall any free-standing transmission or receiving tower be permitted on any Lot.

11. Swimming Pools. No above-ground pools, except for wading pools no deeper than 2 feet tall and no wider than 10 feet in diameter, shall be allowed on any Lot. Wading pools shall only be used during appropriate weather and must be emptied and stored when not in use.

12. Mailboxes. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Article VIII.

13. Maintenance of Lot: Construction. Each owner shall keep their Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be in accordance with Article VIII and shall be continued with reasonable diligence to completion. No partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The owner of each Lot shall always keep contiguous public streets free from any dirt, mud, garbage, trash, or other debris resulting from any such construction on his Lot.

14. Garbage: Unsightly Storage. All trash and rubbish shall be kept in garbage cans stored in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units.

15. Septic Tanks; Wells. No septic tank shall be installed, used, or maintained on any Lot unless approved by the Chatham County Health Department. No well shall be installed, used, or maintained on any Lot except as may be approved by the architectural committee.

16. Area lighting. Area lighting shall be placed within setback lines and positioned and shaded so as to completely eliminate illumination of adjacent Lots.

17. Removal of Trees. Except in the case of an emergency, no living tree within thirty feet (30') of any Lot boundary shall be removed larger than 2" in diameter at a point measured 3' off the ground shall be removed from any lot without the approval required by Article VIII. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by Chatham County.

18. Exterior Maintenance. The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping, and lawns, always in a neat and attractive manner.

19. Easements. Easements for the installation, maintenance and repair of sanitary sewer and storm water drainage facilities are reserved as shown on the recorded plats. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the Chatham County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten-foot (10') right-of-way over, under and along the rear line of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision, or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five-foot (5') right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

The Declarant, the Association and their successors and assigns shall always have the right of access upon such easements for the purpose of landscaping, planting, mowing, maintaining, repairing, or replacing the easement area and the improvements thereon or for removing any object placed in the easement area in violation of the provisions of this Paragraph 19.

20. Subdivision of Lots. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded maps or plats, except by and with the written consent of the Declarant.

21. Unintentional Violations. Declarant, or the persons or firms to whom the architectural review and approval authority has been delegated pursuant to Article VIII, may, but shall not be obligated to, waive any violation of the designated and approved building setback lines on any Lot, provided that no waiver may be granted for a violation in excess of twenty-five percent 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the Chatham County Registry.

22. Street Lighting. Declarant reserves the right to subject the Subdivision to a contract with a public or private utility company for installation of street lighting. Upon acceptance of the streets within Subdivision for maintenance by Chatham County, the town or county shall also assume the continuing monthly payment to the utility company for the street lights.

23. Enforcement. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom. These covenants may also be enforced by the Association, pursuant to the Declaration and the Bylaws of the Association.

24. Severability. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

25. Term. These use restrictions shall run and bind the land and all owners thereof for a period of twenty-five (25) years from the date they are recorded, after which time, they shall be automatically extended for successive periods often (10) years unless altered or amended as set forth below. These use restrictions may be amended during the first five year period by the Declarant, without the approval or joinder of any other person. These covenants may also be amended during the first twenty-five (25) year period by an instrument signed by the then-owners of not less than eighty percent (80%) of the Lots, and thereafter an instrument signed by then-owners of not less than seventy-five percent (75%) of the Lots.

26. Declarant. Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by Chatham County.

27. Open Space. The Association shall be responsible for the maintenance of Common Open Space. Common Open Space shall mean Common Area which shall be maintained for forestry or agricultural or active recreational uses or passive recreational uses. Common Open

Space shall not include public right of ways within the property. If for any reason the North Carolina Department of Transportation shall refuse to accept maintenance of the right of ways or any portion thereof, then such right of ways shall be considered private and shall thereafter be considered Common Open Space which shall be maintained by the Association. All Common Open Space may be subjected to easements for utilities, including sewer and waterlines, easements for ingress and egress as necessary for installation, maintenance and repair of utilities, and may be subjected to easements for any encroachments arising from initial improvements.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized officer, as of the 11 day of March, 2019.

Primo Investments, LLC
A North Carolina Limited Liability Company

By. *Antonio McBroom*
 Antonio McBroom, Manager

STATE OF NC COUNTY OF Wake

I, *Amanda Buyn*, a notary public in and for said county and state, certify that Antonio McBroom personally appeared before me this 11 day of March, 2019, and acknowledged that he is Manager of Primo Investments, LLC, a North Carolina limited liability company, and that he as Manager, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 11 day of March, 2019.

(Seal)

Amanda Buyn
 Notary Public

My Commission Expires: 3/12/22



Carolina Farm Credit (referred to hereinafter as "Lender") has an interest in the Property by virtue of two deeds of trust recorded in Book 1975, Page 880, Chatham County Registry and Book 1978, Page 765, Chatham County Registry, and joins this Agreement for the sole purpose of subordinating the above referenced deed of trust to the terms, obligations, requirements, easements and all other matters set forth in this Agreement; and to enable the benefits contained therein and/or herein to inure to the Lender, or its designated successor in title and/or in interest, in the event that Lender ever becomes a "successor in interest" to one or more of the parties to this Agreement. Lender is specifically not joining in this Agreement to assume, fulfill or in any manner be subject to any duties, obligations, or liabilities of the Permittee contained therein and/or in this Agreement.

(Sign) Kyla B. Craven
 Name: Kyla B. Craven
 Title: Loan Officer
 (Authorized to Sign on Behalf of Lender)

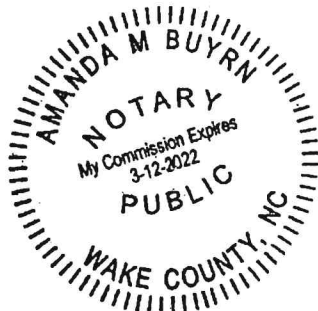
STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Amanda Buyn, a Notary Public for said County and State, certify that Kyla B. Craven (name of corporate officer) personally appeared before me this day and acknowledged that he/she is loan officer (title of officer) of Carolina Farm Credit (entity name), a P.C.A. (entity type), and that he/she as loan officer (title of officer), being authorized to do so, executed the foregoing on behalf of the Carolina Farm Credit (entity type).

Witness my hand and official stamp or seal, this the 11 day of March, 2019.

(SEAL)



Amanda Buyn
 Printed Name: Amanda Buyn
 Notary Public
 My Commission Expires: 3/12/2022

Exhibit A

BEING all of that real property shown on that certain plat labeled "The Preserves at Haw River Lot 8", recorded in in Book of Maps 2019, Page 50, Chatham County Registry and expressly including all of Tract #4 and Lot 8.