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 M. BRENT SHOAF, REGISTER OF DEEDS  
 DAVIE COUNTY, NC  
 BY Cynthia C. Whitaker  
 DEPUTY

**DECLARATION OF  
 COVENANTS, CONDITIONS, AND RESTRICTIONS  
 FOR ESSEX FARMS  
 PHASE I**

THIS DECLARATION, made on the date hereinafter set forth, by PSC DEVELOPMENT COR, LLC, a North Carolina Limited Liability Company, or its successors hereinafter referred to as "Declarant";

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain subdivided property in Davie County, North Carolina, which is more particularly described in Plat Book 9, Pages 289 and 290, Davie County Registry;

WHEREAS, it is in the best interest of the Declarant, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the said lots that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the Property in the ESSEX FARMS, PHASE I development;

NOW, THEREFORE, in consideration of the premises, the Declarant agrees with any and all persons, firms, corporations or other entities hereafter acquiring any of the Property which is a part of ESSEX FARMS, PHASE I development, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens relating to the use and occupancy thereof, the aforementioned to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the said Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

SECTION 1. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot or tract which is part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2. "Properties" shall mean and refer to the certain real property hereinabove described and such additions thereto as may hereafter be brought into the jurisdiction of the development.

SECTION 3. "Development" shall mean and refer to all lots in the ESSEX FARMS, PHASE I subdivision as currently shown on the Plat thereof referenced herein above and any other real property that may subsequently be added thereto by the owners or Declarant.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties excluding Common Areas. Lots shall also include any future tracts of land hereinafter annexed in accordance with the provisions of this Declaration, each which tract of land when so annexed shall be designated as a "Lot" and may be platted as a plat of ESSEX FARMS.

SECTION 5. "Declarant" shall mean and refer to PSC Development COR, LLC.

SECTION 6. "Association" shall mean and refer to ESSEX FARM Homeowners Association, its successors and assigns.

SECTION 7. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners; if, in fact, the Association should own any "Common Area," the same may be platted hereinafter as plats of ESSEX FARMS. The Common Area shall also include any future tracts of land hereinafter annexed in accordance with

the provisions of this Declaration, which lands when so annexed shall be designated as "Common Area" and may be platted as plat of ESSEX FARMS. Common Area shall specifically include all private road ways and/or access easements, if any, as shown on any plat of ESSEX FARMS, if any.

## ARTICLE II

### PROPERTIES SUBJECT TO THIS DECLARATION

The property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Shady Grove Township, Davie County, North Carolina, and is more particularly described in that Plat entitled ESSEX FARMS, PHASE I showing thirty-one (31) numbered Lots as recorded in Plat Book 9, Pages 289 and 290, Davie County Registry reference to which Plat is hereby made for a more particular description and which Plat is incorporated herein by reference.

## ARTICLE III

### INCORPORATION OF THE NORTH CAROLINA PLANNED COMMUNITY ACT

The Declarant hereby incorporate the provisions of the North Carolina Planned Community Act, N.C.G.S. Chapter 47F, as same may be amended from time to time, into this Declaration and provide that such Act shall apply to the ESSEX FARM development, all properties, and all associations subject to this declaration.

## ARTICLE IV

### PROPERTY RIGHTS

#### SECTION 1. OWNERS EASEMENTS OF ENJOYMENT

Every Owner shall have a right and easement of enjoyment in and to the "Common Area" which shall be appurtenant to and shall pass with the title to every "Lot," subject to the following provisions:

- (a) The right of the Association to suspend the rights of any Owner for the nonpayment of assessments or violations of this declaration, the bylaws, or rules and regulations imposed by the Association.

- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds ( $\frac{2}{3}$ ) of the members agreeing to such dedication or transfer has been recorded.
- (c) The right of the Association with the assent of two-thirds ( $\frac{2}{3}$ ) of the members in writing to mortgage, pledge, deed in trust or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred in the performance of its obligation to its members.
- (d) The right of the Board of Directors to establish rules and regulations governing the use of the Common Area and improvements thereon, as well as to control, direct, or otherwise limit the rights in and to the Common Area and improvements thereon as provided in the North Carolina Planned Community Act.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Except as otherwise provided herein, every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership. An Owner (whether one or more persons) shall have one (1) vote for each Lot owned. The Declarant, up to the initial transfer of any lot, shall have ten (10) votes per lot owned. Any lot acquires by Declarant after initial transfer shall have only one (1) vote.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

#### SECTION 1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The Declarant for each Lot owned within the Properties hereby covenant, and each Owner of any Lot by acceptance of a deed therefrom, whether expressed therein or not, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments and charges, as hereinafter described; and
- (b) Special assessments and charges, as hereinafter described; and

- (c) An initial administrative assessment as set by the Declarant; and
- (d) Any and all other assessments or charges as herein contained or provided for.

All such assessments and charges, together with interest and costs of collection including but not limited to attorney's fee, shall be a charge on the land and shall be a continuing lien, as hereinafter provides, upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collection including but not limited to attorney's fee, shall also be a personal obligation of the Owner owing any assessments or charges due up to the time of grant or conveyance. Such liability however, shall be without prejudice to the grantee's right to recover from the Owner the amounts paid by the grantee therefor.

## SECTION 2. DIRECT ASSESSMENTS.

Each owner shall have the obligation to maintain and keep in good repair the improvements on his Lot, including but not limited to the exterior walls and roof of the dwelling house thereon, garden walls, carports or garages, and surrounding improvements, as well as any other exterior improvements. If any Owner shall fail to comply properly with the provisions of this section, and in the opinion of the Board of Directors of the Association such failure impairs the aesthetic harmony of the ESSEX FARM development, the Association, through the Board of Directors, may make written demand upon such Owner to comply. In the event such Owner shall, after notice has been given, fail to make necessary steps to comply, the Association may proceed in remedy such Owner's default. Any expense incurred by the Association for such purposes, including labor, materials and professional fees, shall become a lien upon the Lot of such Owner, collectable as otherwise provided for herein as any and all other assessments and charges. Amounts incurred in the foregoing manner shall be deemed "Direct Assessments" chargeable specifically to the Owner of such Lot for which the expense is incurred and not allocable to the other Owners within the Association, except that such Assessments shall be chargeable to Grantee of the Owner of the Lot subject to Direct Assessment as otherwise provided for herein. Such Direct Assessments shall be in addition to any other assessment herein provided for and shall be due immediately upon demand. Each owner hereby grants an irrevocable easement over and upon the owners lot to the Association for the purpose of repairs or remedies of us requires by this section.

## SECTION 3. PURPOSE OF ASSESSMENTS.

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Properties, including but not limited to the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and for the use and enjoyment of the Common Area, including but not limited to the cost of repairs, replacements and additions, cost of labor, equipment, materials, management and supervision, security guards and patrol, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance related to the Common Area, its facilities and use in accordance with the Bylaws and rules and regulations of the Association, the employment of

attorneys to represent the Association when necessary, as well as to discharge the duties of the Association as same are established herein, in the Bylaws, and in the rules and regulations established by the Association and such other needs as may arise.

#### SECTION 4. MAXIMUM ANNUAL ASSESSMENTS.

- (1) The initial annual assessment shall be set by the Declarant.
- (2) The maximum annual assessment of this initial assessment, shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.
- (3) The maximum annual assessment may be increased without limit by a vote of two-thirds ( $\frac{2}{3}$ ) of the Owners present in person or by proxy at a meeting called for this purpose or at any other Owner's meeting in which such assessment increase may be noticed as an item of business to be addressed.

At any time, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

#### SECTION 5. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.

In addition to all other assessments herein provided for, the Board of Directors of the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any addition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and other association property related thereto, provided that any such special assessment in excess of \$100.00 per Lot shall have the assent of two-thirds ( $\frac{2}{3}$ ) if the votes of the Owners present in person or by proxy at a meeting called for this purpose or at any other Owners' meeting in which such assessment increase may be noticed as an item of business to be addressed.

#### SECTION 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED AND REQUIRING A VOTE IN REGARDS TO THE MAXIMUM ANNUAL OR SPECIAL ASSESSMENTS.

In order to take any action referred to in the caption of this section, the Board of Directors shall adopt a resolution setting forth the proposed assessments and directing that it be submitted to a vote at a meeting of the members, which may be either at an annual or special meeting. Written notice setting forth the proposed assessments or a summary of the changes to be effected thereby and setting the time and place of the meeting shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of sixty percent (60%) of all Owners, either in person or by proxy,

shall constitute a quorum. If the required quorum at the subsequent meeting shall be fifty percent (50%) or all Owners, either in person or by proxy. No such subsequent hearing shall be held more than sixty (60) days from the date of the preceding meeting.

#### SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual assessments provided for herein shall accrue monthly and be collected on a quarterly basis, with the dates of such quarterly collection being set by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and at least thirty (30) days prior to the quarterly collection thereof, send written notice of each assessment to every Owner subject thereto. The Association or Chairmen of the Board of Directors setting forth whether the assessments on a specified Lot have been paid.

#### SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate permitted by law. The Board of Directors, acting on behalf of the Association, may file with the Office of the Clerk of Superior Court of Davie County, North Carolina, a Claim of Lien upon the filing of which unpaid assessments, fees, late charges, fines, interest, and any and all other charges provided for in this declaration, shall be a lien on the Lot from which such payment is due. The Board of Directors, acting on behalf of the Association, may bring an action at law or in equity against the Owner or other party personally obligated to make any payments provided for herein and may foreclose the claim of lien in a like manner as a mortgage on real estate under power of sale. The Board of Directors, acting on behalf of the Association, shall have the power to bid for the purchase of the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

#### SECTION 9 SUBORDINATION OF THE LIEN TO MORTGAGES. .

The liens provided for herein shall be subordinated to the lien of any mortgages, deed of trust, or deeds of trust recorded prior to docketing of such liens. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for herein. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust recorded prior to the docketing of such liens, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to the sale or transfer. No such sale or transfer shall relieve the Owner prior thereto from personal liability for such assessments or charges nor shall it relieve such Lot or the subsequent Owner thereof from the liability for any assessments thereafter becoming due or from the lien thereof.

## SECTION 10. EXEMPT PROPERTY.

All Common Area, property dedicated to and accepted by a local authority, and all properties owned by a charitable corporation exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvement devoted to dwelling use shall be exempt from said assessments, regardless of ownership thereof.

## ARTICLE VII

### ARCHITECTURAL CONTROL

No dwelling, building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties or Lots, nor shall exterior additions to, changes to, or alterations therein, nor change in decoration of any building or in the landscaping thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of same, with a proposed sketch or rendering thereof, have been submitted to and approved in writing by the Declarant or his assigns. This Article shall automatically terminate upon the transfer of the last lot with in the Development by the Declarant to a subsequent purchaser.

## ARTICLE VIII

### USE RESTRICTIONS

All areas and lots of ESSEX FARMS, shall be subject to the following use restrictions:

- (1) All building plans and locations of all buildings and Lots must be approved in writing by the Declarant as the Architectural Committee defined hereinabove.
- (2) A landscaping plan for each Lot shall be submitted to the Declarant for approval, as set out hereinabove. Landscaping shall meet the standards and be in harmony with the existing landscaping in the ESSEX FARMS development. All landscaping shall be done in such a manner that erosion and sedimentation shall be stabilized and controlled in accordance with applicable state and county regulations. Trees may be removed for the construction of driveways, buildings, or if located within twenty-five feet (25') of building foundation. No trees measuring six inches (6") or more in diameter at one foot (1') above the ground shall be removed without permission of the Declarant unless their existence creates a hazard to the property. This paragraph shall automatically terminate upon the transfer of the last lot with in the Development by the Declarant to a subsequent purchaser.



- (3) No dwelling shall be built, erected or used unless it shall contain at least one thousand eight hundred (1800) square feet of heated and air-conditioned space for a one story dwelling or 2,000 square feet of heated and air-conditioned space for a one and a half (1 ½) or two (2) story dwelling. All as measured from the outside wall lines exclusive of porches, garages, terraces, and basements. No split level dwellings shall be built on any lot in ESSEX FARMS. All garages must be attached to the dwelling and contain no less than two (2) parking spaces within the garage.
- (4) No Lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any Lot other than one detached, single-family dwelling. There shall be no detached buildings of any type or kind allowed on any Lot. For purposes of this provision, commencement of construction means when the grading or excavation for the footings for any detached single family dwelling is commenced. Commencement of construction shall begin within six (6) months from the date of acquisition of any lot in the subdivision from the Declarant. Once construction is commenced, work thereon must be pursued diligently and the structure shall be completed within twelve (12) months from the date construction commenced as herein defined. Included shall be the completion of all exterior work including but not limited to walks, driveways, and landscaping.
- (5) All Lots shall have the following set-back requirements: front set-back shall be forty-five (45) feet from the front property line; rear set-back shall be thirty (30) feet; side yard set-back shall be a total or not less than 30 feet with no one side yard being less than fifteen (15) feet. All corner lots shall have no side yard of less than twenty-five (25) feet on any side abutting a street. All measurements of set-backs shall be to exterior walls, inclusive of porches, garages, and terraces.
- (6) Except as herein provided, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling erected on any Lot. Dogs, cats, or other common household pets may be kept or maintained inside the dwelling erected on such Lot, provided same are not kept for commercial or hobby purposes. In the event such dogs, cats, or other common household pets are kept or maintained as provided above, at any time such animal is outside of the dwelling it must be maintained on a leash, restraining device, or within a fenced area on the owner's lot. No pets shall be allowed to be maintained on any Lot if such pets are found to create a nuisance as determined by the Board of Directors of the Association. If such a determination is made by the Board of Directors, the maintenance of such pet or pets shall be limited as the Board of Directors shall by written notice direct to the Owner thereof.

- (7) All driveways shall be paved or concrete with concrete culvert.
- (8) The roof style of buildings erected shall be limited to mansard, hip and/or gable, and shall be constructed of fiberglass asphalt shingle material with a pitch of at least 8 ½. Flat roofs are expressly prohibited on any lot.
- (9) No portion of any building erected shall have exposed concrete block walls on the exterior. The exterior facade may be stucco, brick, rock or vinyl as approved by the Declarant as set out herein.
- (10) No signs of any type except for one (1) "For Sale" signs not exceeding eighteen (18) inches by twenty-four (24) inches in size may be erected on any Lot and/or customary signs placed upon the Lot during construction by the builder thereon identifying the construction site, builder or subcontractors until the end of the construction period as defined herein and no longer.
- (11) All exterior heating and air-conditioning equipment and garbage cans and disposals shall be hidden from view by fencing. No lot shall be used for or maintained for dumping, refuse or rubbish placement. All garbage must be maintained in sanitary and clean containers stored within the required fencing.
- (12) No outside clothes line or other exterior drying devices shall be allowed on any Lot.
- (13) All utilities, including specifically by way of illustration and not in limitation, electrical, telephone, cable television, propane tanks, and other lines or services shall be run underground.
- (14) No antennas, discs, or other equipment for receiving or sending sound or video messages shall be permitted in this subdivision, except for AM and FM radios reception and UHF and VHF television reception except as permitted hereinafter. All antennas shall be inside the attic of the main residential structure, except that one (1) antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof a maximum of five (5) feet. No satellite disc or other similar structure may be placed on a Lot, except a satellite disc of eighteen (18) inches or less, provided no disc may be attached to the front facade of the home located on a lot, or closer to the front property line than the front of the home unless such placement is not visible from Subdivision streets or neighboring residence.
- (15) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit, or not, shall be conducted which is not related to single-family residence purposes. No noxious or

offensive activity shall be undertaken within the Subdivision, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this paragraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences.

- (16) No junk automobiles, cars stored for repairs or restoration, nor any other type of salvage shall be placed on a Lot so as to be visible by others. Minibikes or similar vehicles are prohibited. No vehicles of any type may be parked or placed on any dedicated street. No trucks larger than three quarter (3/4) ton, motor homes, trailers, campers, boats or any type of recreational vehicle may be parked in the driveway or on the street overnight. All such vehicles must be parked and kept in a garage with garage doors or in the rear yard area of the lot and not visible from the street within a screened area, such screening being either natural or manmade.
- (17) No building may be moved from another location and placed on any lot in this subdivision. New on site construction is required. Mobile, modular, precut, and/or manufactured homes are specifically prohibited on any Lot at anytime.
- (18) No house shall be erected on less than one Lot and no Lot shall be further subdivided except that two Owners may subdivide a Lot between them combining the Lot being subdivided with the Owner's original Lots making them bigger, but only one house shall be built on each Lot as recombined.
- (19) No temporary structures of any kind shall be used on a Lot at any time as residence either temporarily or permanently. Above ground swimming pools are prohibited on any lot.
- (20) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may change the direction of the flow of water through drainage channels in the easement, or which may obstruct or retard the flow of the water through drainage channels within the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Declarant reserves the right to create and impose additional easements or right of ways over any unsold Lot or Lots for street, drainage, and utility installation purposes by recording of appropriate instruments which shall not be constructed to invalidate any of the Declaration. Declarant specifically hereby establishes an easement over and upon Lots 1 and 69 for the Essex Farms signs as constructed thereon. Such easement shall be ten (10) feet from the outside perimeter of the signs, as

constructed, and shall be for the maintenance and placement of said signs.

- (21) No chain-link fencing shall be allowed on any Lot. Wooden fences shall be allowed on any Lot subject to approval of the Declarant. No fences of any type shall be permitted in any front yard or on any side yard abutting a street with in the development.
- (22) It is the responsibility of each Owner to maintain their Lot and to prevent any unclean, unsightly, or un-kept conditions on the grounds of a Lot of any Owner which shall tend to substantially decrease the beauty of the Properties specifically and/or as a whole.
- (23) Hunting and trapping of wild animals, fowl, and game and the discharge of firearms and/or bows and arrows within the Properties is prohibited.
- (24) All mailboxes shall be selected by the Declarant. Initial mailboxes will be provided by and installed by the builder of the dwelling upon each lot.
- (25) All streets in this Development have been constructed as public streets, meeting standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. Declarant has dedicated the streets and right-of-way as shown on the Development Plat recorded in the Davie County Registry. Reinspection of the streets by the North Carolina Department of Transportation (NCDOT) will occur when the required number of occupied dwellings exist and all other requirements of the North Carolina Department of Transportation (NCDOT) are met as set out in the regulations governing acceptance of streets to the state system. No street, drainage area, or side ditch may be altered or modified at any time by any party, including any Lot Owner or Builder, without the advance written consent from the Declarant. No structure, including but not limited to, walls, fences, gates, timbers, trees or plants shall be place nor permitted to remain in any portion of the right-of-way as set forth on the Development Plat. The Declarant shall notify the Association of any such violation of the provision of this restriction. Upon such notice, the Association shall be required to take action to correct such violation within ten (10) days of such notice. Any cost to cure such violation, including but not limited to any enforcement cost such as attorney fees and court cost, shall be a direct assessment to the violating Lot as set out in Article VI, Section 2 herein.
- (26) Lots of five (5) acres or more shall be allowed to house and maintain a maximum of two (2) horses on such Lot provided they are housed and maintained within a fenced area on the owner's lot and provided the owner has constructed a two horse stable on such lot. The location of and building plans for such horse stable shall be submitted and approved by either the Declarant, if Article VII is applicable, or the

Board of Directors of the Association, if Article VII shall have terminated by its terms, prior to construction of said stable. In addition, all fenced area containing horses shall be properly maintained with no bare areas and all animal waste must be properly and sanitarly maintained within the stable constructed on such lot. If a determination is made by the Board of Directors of the Association that the maintenance of horses on any lot as provided for in this section shall create a nuisance or that any Owner maintaining horses is not in full and complete compliance with the provisions of this article, the maintenance of a horse or horses by such Owner upon such Lot shall be limited, including specifically the elimination of such right, by the Board of Directors as the same shall, by written notice, direct to the Owner thereof.

## ARTICLE IX

### EASEMENTS

In addition to easements set forth on the plat of the Subdivision, the Declarant reserves and retains an easement extending ten (10) feet to each side of all property lines, to install, repair, maintain and replace sewer lines, surface drainage ditches, drainage lines and utilities of all types. The right to use such easement(s) may be granted by the Declarant to utility companies for a specific use without the Declarant disposing of its right to use or to grant additional parties and easement for one or more reserved uses. The Declarant reserves the right to dispose of or release the easement(s) if not theretofore specifically granted, by the execution of a written release to be recorded in the Office of the Register of Deeds of Davie County, North Carolina. After use has been made of the easements for the purposes intended, no structure, planting or other material shall be placed or permitted to remain within these easements which may interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easements.

## ARTICLE X

### ASSOCIATION RESPONSIBILITIES

In addition to the responsibilities of the Association provided for otherwise herein and subject to the provision of such requirements by the city or county, the Association specifically agrees to furnish to each Owner, Common Area maintenance, maintenance of the improvements on such Common Area, and provide for the service and maintenance of street lights within the development. All such improvements on the Common Area shall be owned by the Association.

The Association shall make assessments and charges on an equal basis to each Lot and Owner, except for assessments which shall be otherwise imposed specifically on a Lot and Owner as herein provided.

In order for the Association to accomplish the duties and obligations imposed upon it by this Declaration, it is hereby reserved to the Association the right of unobstructed access over and upon each Lot (exclusive of the residence or living unit located thereon) at all reasonable times.

In the event that the need for maintenance, repair or replacement is caused by the willful or negligent act of the Owner, his family, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the costs of such maintenance, repair or replacement shall be added to and become a part of the assessments and charges to which such Lot and Owner are subject

## ARTICLE XI

### GENERAL PROVISIONS

#### SECTION 1. ENFORCEMENT.

The Declarant or any Owner shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. The failure of the Declarant or any 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 violating party shall be responsible for all cost and reasonable attorneys fees incurred by Declarant or other person or party seeking to enforce any of said covenants, conditions or restrictions in any such action.

#### SECTION 2. SEVERABILITY.

Invalidation of any one of these restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of the Declaration by judgment or court order shall in no affect any other provision and all other provisions hereof shall remain in full force and effect.

#### SECTION 3. DELEGATION AND ASSIGNABILITY

Declarant shall at all times and from time to time have the right to delegate or assign any rights or functions herein reserved to Declarant.

## SECTION 4. TERM AND AMENDMENT.

This Declaration and the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall automatically renew and extend for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds percent ( $66 \frac{2}{3} \%$ ) of the Owners, provided that no amendments shall alter any obligation to pay ad valorem taxes or assessments for public improvements or effect any lien established for the payment thereof, as herein provided. Any such amendment shall be effective from the date of recording thereof. In addition to the foregoing, any restriction, covenant or condition hereinabove set forth may be revoked, modified or changed by securing written consent of the Declarant, which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of Davie County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of the Declarant, its successors and specific assigns to which this right is specifically assigned by recorded document, which document shall specifically assign such right. Declarants rights of waiver, revocation, modification, or alteration may be excised exclusive of any and all Owners.

## SECTION 5. ANNEXATION.

Additional residential property and/or Common Area may be annexed to the Properties and become subject hereto upon the consent of either (a) two-thirds ( $\frac{2}{3}$ ) of the Owners and the assent of such annexed property's Owner to the terms of this Declaration or (b) the consent of the Declarant and the assent of such annexed property's Owners' to the terms of this Declaration.

IN TESTIMONY WHEREOF, PSC Development COR, LLC, has executed this instrument this the 31<sup>st</sup> day of January, 2008.

PSC Development COR, LLC

By: 

Terry Butler, Member

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STATE OF NORTH CAROLINA - COUNTY OF DAVIE

On this 31<sup>st</sup> day of Jan, 2008, personally came before me, Amanda H. Jones, a Notary Public of the County of Davidson, State of North Carolina, the following person acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and the capacity so indicated: Terry Butler, Member of PSC Development COR, LLC, a NC Limited Liability Company, and that the foregoing instrument was duly executed by him for an on behalf of the said Limited Liability Company after first being duly authorized by said Limited Liability Company for the purposes therein state. Witness my hand and official stamp or seal, this the 31<sup>st</sup> of Jan, 2008.

My Commission expires:

10-8-2011

  
Notary Public Amanda H. Jones

