

Prepared by and return to:
Anthony J Mariano Jr
115 Amelia Ln.
 Mooresville, NC 28117

BK 2980 PG 2192 - 2205

This Declaration of covenants, conditions and restrictions is made this 15 day of March, 2023, by Anthony J Mariano Jr. (single), of Iredell County, North Carolina, hereafter known as the Declarant, shall impose upon the lots within the Ridgetop Subdivision as recorded in Plat Book 63, at page 130 , of the Iredell County Public Registry reference to which is hereby made.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

RIDGETOP SUBDIVISION

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

is made this 15 day of MARCH, 2023, by Anthony J. Mariano Jr. of Iredell County, North Carolina, hereinafter referred to as "Declarant".

STATEMENT OF PURPOSE

Declarant is owner of certain property in Iredell County, North Carolina, which is more particularly described on a map recorded in Plat Book 63 Page 130 in the Iredell County Public Registry; reference to which is hereby made. Declarant desires to create thereon an exclusive residential community to be named RIDGETOP SUBDIVISION.

Declarant desires to insure the attractiveness of RIDGETOP SUBDIVISION and to protect any future impairment thereof, to prevent nuisances, to preserve and protect and enhance the values and amenities of all properties within RIDGETOP SUBDIVISION, and to provide for the maintenance and up keep of all common areas in said subdivision. To this end the Declarant desires to subject the real property described herein to the covenants, conditions, restrictions, easements, charges and liens hereafter set forth, each and all of which is and for the benefit of the said property and each owner thereof.

Declarant further desires, at some point in the future to create Board of Directors, or to appoint a private management group to which will be delegated and assigned the powers of owning, maintaining and administering the common areas in RIDGETOP SUBDIVISION, administering and enforcing the covenants, conditions and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently

to preserve, protect and enhance the value and amenities in said subdivision, and to provide for the maintenance and upkeep of the common areas.

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions, does hereby declare that all of the property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1. "Board of Directors" shall mean the group assigned to manage the common areas.

Section 2. "Common Areas" shall mean all real property as noted on the plat map as the roads noted as CYPRESS RIDGE COURT a 45' PRIVATE R/W and QUIET TRAIL PLACE a 45' PRIVATE R/W.

Section 3. "Declarant" or "Declarants" shall mean and refer to Anthony J. MARIANO Jr., his heirs, successors and assigns.

Section 4. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on the Map with the exception of the common areas and public roads.

Section 5 "Map" shall mean and refer to the maps of the property as recorded in Plat Book 63 Page 130 in the Iredell County Register of Deeds.

Section 6. "Member" shall mean and refer to every person or entity that owns a property or Lot within RIDGETOP SUBDIVISION.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot including the Declarant if they have any Lots and including contract sellers, but excluding those having such an interest merely as security for the performance of an obligation.

Section 8. "Property" or "Properties" shall mean and refer to the property described in Article II, Section 1 hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

AND WITHIN THE JURISDICTION OF RIDGETOP SUBDIVISION

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the RIDGETOP SUBDIVISION is all that certain parcel as located in Iredell County.

ARTICLE III

PROPERTY RIGHTS

Section 1. Ownership of Common Areas. Upon conveyance of 75% of the Lots by the Declarant to other owners, if not already done, Declarant shall convey the Common Areas to the owners, there representative or management group. Notwithstanding the recordation of any Map or any other action by Declarant or Owners, all common areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public subject to the provisions of Article VIII hereof.

Section 2. Owner's Rights to Use and Enjoy Common Areas. Each Owner shall have the right to use and enjoy the common areas which shall be appurtenant to and shall pass with the title to their Lot, subject and agree to the following:

- (a) the right of the Board of Directors to promulgate and enforce reasonable regulations governing the use of the Common Areas to insure the rights of all Owners:
- (b) the right of the Board of Directors to charge reasonable maintenance fees and other fees for the Common Areas:
- (c) the right of the Board of Directors to suspend the voting rights in the RIDGETOP SUBDIVISION and the rights to use the Common Areas for any period during which any assessment against his Lot remains unpaid: and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations: and
- (d) the right of the Declarant or the Board of Directors to grant utility, drainage, and other easements of the type and for the purposes set forth in Article IX across the Common Areas.

Section 3. Owners' Easements for Ingress and Egress. Every Lot shall be conveyed with a perpetual, non-exclusive right to use any roadway which may be constructed by the Declarant and conveyed to the RIDGETOP SUBDIVISION as part of the Common Area for the purpose of providing access to and from each Lot.

ARTICLE IV

MEMBERSHIP, VOTING RIGHTS AND CONTROL OF THE RIDGETOP SUBDIVISION

Section 1. Membership. Every Owner of a Lot shall be a member of the RIDGETOP SUBDIVISION. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Classes of Lots. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two (2) classes of Lots with respect to voting rights:

- (a) **Class A Lots.** Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a security interest or leasehold) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.
- (b) **Class B Lots.** Class B Lots shall be all Lots owned by the Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant. The Declarant shall be entitled to three (3) votes for each Class B Lot owned. Class B Lot are exempt from annual dues or assessments as described in Article V.

Section 3. Amendment. Notwithstanding the provisions of Section 2 above, so long as the Declarant owns any Lot, the Declaration of Covenants, Conditions and Restrictions may not be amended without its written consent.

Section 4. Board of Directors. The RIDGETOP SUBDIVISION shall be governed by a Board of Directors in accordance with the Declaration of Covenants, Conditions and Restrictions. Notwithstanding the provisions of Section 2 above, the Declarant shall have the right to appoint or remove any member(s) of the Board of Directors until such time as the first of the following events occurs:

- (1) Declarant no longer owns any Lots, or
- (2) Declarant surrenders the authority to appoint and remove members of the Board of Directors by an expressed amendment to this Declaration executed and recorded by the Declarant.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the RIDGETOP SUBDIVISION annual assessments or charges and special assessments for the Common Areas, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment charge is made. Each such assessment or charge, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment falls due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them in writing.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the RIDGETOP SUBDIVISION shall be used as follows:

- (a) to maintain the Common Areas (Private Roads and Road Easements) to the standard of maintenance which would be required by the State of North Carolina.
- (b) To keep the Common Areas clean and free from debris and to maintain the landscaping in accordance with the highest standards including the necessary removal and replacement of landscaping. Lot owners assume maintenance of Road edges adjacent their Lots upon acceptance of title to Lot.
- (c) To install and maintain any light fixtures along roads in the RIDGETOP SUBDIVISION to provide street lighting therefor, as may be approved by the membership.
- (d) To pay all legal, accounting and other professional fees incurred by the RIDGETOP SUBDIVISION in carrying out its duties as set forth herein.

Section 3. Maximum Annual Assessment. The maximum annual assessment for each Lot shall be three hundred fifty and no/100 Dollars (\$350.00); provided however, that this maximum annual assessment may be increased if such increase is approved by a fifty-one percent (51%) vote of the owners.

Section 4. Special Assessments for Common Area Improvements. In addition to the annual assessments authorized above, the RIDGETOP SUBDIVISION may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of any part of the Common Area, including fixtures and personal property related thereto provided that any such assessment is approved by fifty-one percent (51%) of the Owners.

Section 5. Assessment Rate. Both annual and special assessment must be fixed at a uniform rate for all Lots. Said annual assessments shall fixed by the Declarant or Board of directors at an amount not to exceed the maximum as provided in Section 3 above.

Section 6. Date of Commencement of Annual Assessments and Due Dates. The annual assessment provided herein shall commence as to all Lots on the first day of the month following conveyance to an Owner. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The due dates for said annual assessment shall be established by the Board of Directors.

Section 7. Effect of Nonpayment of Assessments and Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from that date at the maximum rate as reasonable per annum. In addition to such interest charge, the delinquent Owner shall also pay such late charges as may be established by the Declarant or Board of Directors. The Declarant or Board of Directors may bring an action at law against the delinquent Owner or foreclose the lien against the Lot; and the interest and late payment charges, costs and reasonable attorney's

fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for assessment provided for herein by not using the Common Areas or abandoning of the Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust on a Lot to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as payments that became due prior to such sale or transfer; provided however, that the declarant or Board of Directors may at its sole discretion, determine such unpaid assessments to be an annual or special assessment, as applicable, collectable pro rata from all Owners including the foreclosure sale purchaser. Such pro rata portions are payable by the Owners notwithstanding the fact that such pro rata portions may cause the annual assessment to be in excess of the maximum permitted under Section 3. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Committee. The Declarant shall function as the Architectural Committee (the "Committee") so long as the Declarant is a Class B Member. After the termination of the Declarant's Class B Membership, the Board of Directors elected by the Members shall carry out the functions set forth.

Section 2. Definitions. The following terms shall have the following meanings unless the context clearly requires a different meaning:

- (a) "accessory building" means every detached garage, carport, shop, tool shed, storage or utility building, detached guest quarters, or other similar building constructed on a Lot which is not a dwelling;
- (b) "buildings" means accessory buildings and dwellings;
- (c) "dwelling" means a building constructed for residential use;
- (d) "improvements" or "structures" means buildings, walls, fences, decks, patios, planters, terraces, swimming pools, ponds, tennis courts, or anything else constructed or placed on a Lot.

Section 3. General Guidelines. The placement and construction of improvements on the Lots shall be subject to the following general requirements:

(a) Every dwelling constructed on a Lot shall contain the minimum number of square feet of fully enclosed and heated floor space as follows:

1200 square feet for one story dwellings;

1000 square feet on the first level for one and one-half story, split level, and two story dwellings.

For the purpose thereof, the “fully enclosed and heated floor space” of a dwelling shall exclude decks, patios, terraces, basements, attached garages and carports, accessory buildings, unheated storage areas and screened porches.

If a dwelling incorporates a basement, such basement shall not be considered a “level” or “story” and the level of the dwelling immediately above the basement shall be considered the “first” level or “first story” of such dwelling.

(b) In order to assure that all structures will be located with regard to the topography of each individual Lot, taking into consideration the elevation contours of the Lot, the location of adjoining dwellings, and similar considerations, the Declarant reserves unto itself, the successors and assigns, the right to control absolutely and solely to decide the precise site and location of any structure, improvements and utilities on all Lots and every Lot within the Development; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site, and in any event all buildings shall be constructed beyond the minimum setback lines as shown on the recorded plats of the subdivision and as outlined;

35 feet from the front lot line;

35 feet from the rear lot line;

25 feet from any side street; and

15 feet from any side or other interior lot line.

(c) All boat and trailer storage areas and facilities must be screened and hidden from view, and shall not be located any closer to the street than the front building line of the dwelling.

(d) Unless specifically otherwise approved in writing by the Committee, all structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot. No dwelling shall have an exterior surface composed of asbestos siding, permastone, exposed concrete block, cinder block, aluminum siding, or other similar material.

(e) All structures approved by the Committee must be completed within one (1) year after the receipt of such approval; provided, however, the Committee may waive this requirement if construction delays have been cause by strikes, war, fire, acts of God or other events which render the completion of construction within such time limit impossible, or for any other reason the Committee may deem

reasonable. Furthermore, within one (1) month after completion of the dwelling or within one (1) year after the receipt of such approval, the Lot owner shall have his property sown in grass and have planted foundation plantings around the dwelling and other accessory buildings in accordance with landscape plans previously submitted and approved.

- (f) No mobile, modular or manufactured homes of any kind, log cabins, or any homes having the same general appearance, shall be permitted on any Lot. Furthermore, no building shall be permitted on any Lot unless it has a solid foundation (footers and walls) as approved by a state licensed engineer.
- (g) Driveways and walkways shall be constructed of concrete, asphalt, brick, pavers, or other suitable material as approved by the Declarant. If any driveway is to cross a drainage ditch, the owner will be required to install, at his own expense, all necessary culverts and coverings prior to commencement of any other construction on the Lot. The installation of the culvert and any coverings, or any construction within the area from road edge to property line must be approved and inspected. (Underground utilities, call #811 before you dig). Construction access or driveways require rock or stone entry at road edge per county requirements.

Section 4. Approval of Plans, Specifications, and Construction. In addition to the requirements imposed by all applicable governmental agencies governing the issuance of building permits and certificates of occupancy, no structure shall be erected on any Lot without the approval of the Committee as provided in this Section.

- (a) Prior to commencing and construction or reconstruction on any Lot, the owner thereof shall submit to the Committee two (2) sets of all building plans and specifications (the "plans") covering such construction. The Plans shall contain the following; (i) foundation plans, (ii) front, rear and side elevation drawings, (iii) roof plan, (iv) plot plan showing location and orientation of all structures proposed to be built on the Lot, (v) floor plans showing the square footage of the proposed structure on a floor-by-floor basis, (vi) the location and composition of any driveway and/or walkway; and where the driveway is to cross a drainage ditch adjacent to any roadway, the installation of the culvert and covering to be used under the proposed driveway, (vii) the location of the sewer grinder pump, (viii) landscape plans showing area drainage, plantings, swimming pools, ponds, features, fencing, storage areas, propane fuel tanks, mailbox (call #811 before you dig within right-of-way)
- (b) At the submission of the Plans, the owner shall submit samples of all proposed building materials as may be requested by the Committee.

- (c) The Committee shall have the absolute and exclusive right to refuse to approve the proposed Plans. In passing upon such Plans and samples, the Committee may take into consideration the suitability and desirability of the proposed construction and the proposed materials to the Lot involved, and the harmony of the external design with the natural features and the existing structures of the surrounding neighborhood and the appearance of such proposed improvements as viewed from neighboring lots. Refusal to approve the proposed Plans may be based by the Committee on any grounds, including purely aesthetic considerations. The Committee shall either approve or reject said Plans within a period of thirty (30) working days from their receipt.
- (d) No alterations to the approved Plans may be made without the written consent of the Committee. Upon completion of approved construction, the Committee shall inspect the construction to insure that the approved Plans and samples were complied with by the owner. No structure may be occupied or used until the issuance by the Committee of a letter of compliance; said letter shall be issued without fee, and a certificate of occupancy issued by the Iredell County Building Standards.

ARTICLE VII
USE RESTRICTIONS

Section 1. Land use. All Lots shall be used for residential purposes only and common recreational purposes auxiliary thereto and for no other purpose unless approved by the Committee.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other common household pets may be kept or maintained provided they are not kept or maintained for commercial purposes.

Section 4. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Committee.

Section 5. Signs. No signs or other advertising devices shall be displayed upon any Lot or in the facilities thereon, without prior permission of the Declarant. The Declarant and Lot owners,

however, may post "For Sale" or "For Rent" signs on their Lot. Furthermore, signs used by a builder during construction period shall be allowed.

Section 6. Fuel Tanks and Garbage Containers. Propane fuel tanks and all out door receptacles for recyclables, trash, rubbish and garbage shall either be installed in the ground or screened or placed so as not to be visible from any street or other Lot.

Section 7. Maintenance. All owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, dead, diseased or decaying trees, weeds, trash, rubbish, and debris and keep all Lots in a neat and attractive condition. All improvements erected on lots shall be maintained in a clean, neat, and orderly condition and in a good state of maintenance and repair.

Section 8. Access. There shall be no overland vehicular access to any Lot except from the designated roads as shown on the subdivision plat.

Section 9. Vehicles and Parking. Each owner shall provide space for parking at least two (2) vehicles on the Lot, either under a carport or within an enclosed garage, prior to the occupancy of any dwelling constructed on such Lot in accordance with reasonable standards established by the Committee. No vehicle shall be parked on any street. No boat, motorhome, trailer of any kind, recreational vehicle or truck may be stored overnight on any Lot unless the same be within an enclosed garage or behind the dwelling generally out of sight from the front of the dwelling and screened from neighbors view. Furthermore, no wrecked or junked motor vehicles or vehicles without a current license plate and registration shall be placed upon the premises; and no commercial vehicles (other than pickup trucks and passenger vans) shall be parked overnight in the subdivision without the prior written consent of the Declarant.

Section 10. Antennas and Satellite Dishes. No radio or television aerial or antenna or any other external electronic equipment or devices may be installed or maintained on any exterior of any structure erected on a Lot unless the location, size and design has been approved by the Committee.

Section 11. Fences. The erection or installation of fences may be undertaken only with the approval of the Committee. All fencing shall be located behind the front building line of the main dwelling; composed of materials other than chain links; and in no event shall exceed 8 feet in height. Decorative fences (meaning wooden fencing, split-rail fencing, aluminum or any other fencing), no more than 42 inches in height, may be permitted in the front or side yards.

Section 12. Reconstruction. Any building on any Lot which is destroyed whole or in part by fire, storm, flood or any other cause must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; provided, however, that any such reconstruction must be commenced within six (6) months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within six (6) months of such destruction.

Section 13. Declarant's Right of Entry. In order to implement effective insect and woods fire control, the Declarant reserves for itself and agents the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Declarant for such plan), such entry to be made (at the expense of the owner of the Lot) by personnel with tractors or other suitable devices for the purposes of mowing, removing, clearing, cutting or pruning under-brush, weeds or any other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting, and safety of the area. Such entry for the purpose of mowing, removing, clearing, cutting, pruning shall not be deemed a trespass. The Declarant and its agents may likewise enter upon such land to remove trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to mow, clear, cut, prune any Lot nor to provide garbage or trash removal services. The Owner of any Lot requiring such actions shall be responsible for the cost of such actions.

Section 14. Compliance. In the event the owner of any Lot fails to comply with any of the restrictions set forth in this article or the rules and regulations subsequently promulgated by the Declarant, the Declarant shall have the right, but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expenses and costs incurred by the Declarant in curing such default shall be charged to the defaulting Owner and shall be payable by such Owner to the Declarant immediately upon demand. Furthermore, said default shall constitute a personal obligation of the Owner of the Lot, and also a continuing Lien upon the Lot.

ARTICLE VIII

SPECIAL RESTRICTIONS AFFECTING PRIVATE ROADS AND EASEMENTS

Section 1. Purpose. It shall be the intent and purpose of these restrictions to maintain and enhance the private road areas, and to provide the most fair way of governing the cost and maintenance of the common roads that serve the Lots within the subdivision, to ensure that road easements are maintained to standards acceptable to the NCDOT or other local or state authority, therefor, the Declarant shall assess a fee of three hundred fifty dollars (\$350) per year to be used for the purpose and documentation of such.

- (a) Private Road and easement known as CYPRESS RIDGE COURT
- (b) Private Road and easement known as QUIET TRAIL PLACE

Section 2. Declarant's Right to Protect Land. The Declarant shall have the right to protect the Private Road Areas from erosion by planting grass, shrubs, trees and plants where and to the extent as necessary. The right is likewise reserved to the Declarant to take necessary steps to provide and ensure adequate drainage ways in the road easements. It becomes the Lot Owners responsibility for maintenance of road easements when construction commences on any such Lot.

Section 3. Declarant's Right of Entry. The Declarant reserves unto itself, its successors and assigns, the right to go on over and under the ground to erect, maintain and use electric, telephone and cable wires, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone and cable equipment, gas, sewer, water or other public conveniences or utilities in the road easement areas or any Lot. These reservations and rights expressly include the right to cut any trees, shrubbery or bushes, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe installation of the utilities and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to locate wells, sewer grinder pump installation and connection as may be needed. Such rights may be exercise by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 4. Prohibition against Dumping. No dumping of trash, garbage, or debris of any sort shall occur and no unsightly or offensive material shall be allowed on any Lot or road area, except as is temporary and incidental to the bona-fide improvement of the area in a manner consistent with its classification.

Section 5. Limitation of Declarant's Obligations. It is expressly understood and agreed that the establishment of the Road areas or the declaration of these Special Restrictions does in no way place a burden of affirmative action on the Declarant to make any of the improvements noted here in, or extend to the grantee any service of any kind. The Declarant warrants, however, that the underground utilities; telephone, cable, electricity, water and sewer mains are all installed as this date and easements for such have been recorded for each Lot.

Section 6. Declarant's Actions Permissive. Where the Declarant is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

Section 7. Dedication of Private Roads. The Declarant reserves the right to offer for dedication any or all the roads designated on the Map to the North Carolina Division of Highways for acceptance of said road or roads into the State Highway system. Acceptance is entirely determined by NCDOT.

ARTICLE IX
EASEMENTS

Section 1. Easements Reserved by Declarant. The Declarant reserves easements for the installation and maintenance of telephone, cable and electrical utilities, water and sewer mains, drainage ditches and other utility installations over or under the properties and road area easements. Each Owner, by his acceptance of a deed to a Lot acknowledges such reservations and covenants and rights of the Declarant to transfer such easements to such utility companies as the Declarant may chose.

Within such easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of utilities, or which may change the direction or flow of any drainage ditch or which may obstruct or retard the flow of water through drainage ditches in the easement.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any violation of Covenants, Conditions and Restrictions remains a violation whether enforced now or at a later date.

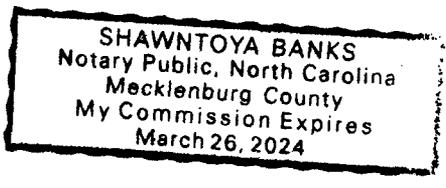
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land until January 1, 2044, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than eighty (80%) of the Lots.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed, the day and year first above written

Signature *Anthony J. Mariano Jr.* print Anthony J. MARIANO JR.
Anthony J. Mariano Jr.

Notary seal 3-16-23



Shawntoya Banks
Shawntoya Banks

Notary Acknowledgment

Iredell County, North Carolina

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document:

Anthony J Mariano Jr.

Date: 3-16-23 Shawntoya Banks
Official signature of notary

Shawntoya Banks, Notary Public
Notary's printed name

My commission expires March 26, 2024

Notary Seal

