

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by JPL Homes, LLC, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Homestead Farm Subdivision, County of Johnston, State of North Carolina, which is more particularly described as:

Homestead Farm, Phase Two, Section "A", Lots 31, 32, and 38 thru 50, as the same is shown on a plat thereof recorded in Map Book 88, Pages 161-162, Office of the Register of Deeds of Johnston County, North Carolina.

NOW THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title of interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Homestead Farm Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all stormwater ponds, landscape areas, and common areas as shown as "common area" on the map of Homestead Farm, Phase Two, Section "A" recorded in Map Book 88, Pages 161-162, Johnston County Register of Deeds, and all common areas as added from time to time on the above described tract.

Section 5. "Lot" shall mean and refer to Lots 31, 32, and 38 thru 50 shown upon the subdivision plat recorded in Map Book 88, Pages 161-162, Office of the Register of Deeds of Johnston County, North Carolina, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to JPL Homes, LLC, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owner's 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner 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;

(c) 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 agreed to by two thirds (2/3) of each class of members voting on the same with a quorum present, at a duly called meeting for that purpose, and a certificate is signed by the secretary of the meeting and recorded in the Office of the Johnston County Register of Deeds indicating the approval.

(d) the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Implied Rights. The Association may exercise any other right or privilege and take any action authorized by this Declaration, the Association's Articles or Bylaws, or the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes), or the North Carolina Nonprofit Corporation Act (Chapter 55A), as from time to time amended, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege or the taking of any action authorized herein or therein.

Section 4. Declarant's Reserved Rights; Association's Obligation of Cooperation. The Association shall accept conveyance of any Common Area Conveyed to it, in fee or by easement, by Declarant or, at the request of Declarant, by an owner of any property within or to be annexed into the Properties and, upon request of Declarant and without further consideration, shall execute any document necessary to evidence such acceptance.

Until such time as Declarant and Builders have completed all of the contemplated improvements and have sold all of the Lots within the Subdivision or as may be added to by the parcels described in Article VIII, Section 4:

(a) Declarant shall have the right to alter the boundaries of the Common Area, whether or not it has been previously deeded to the Association, provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Area. The Association and each Owner hereby irrevocably appoints the Declarant as his/her

attorney-in-fact to execute and/or deliver any documents, plats, deeds, or other written matters necessary or convenient to accomplish the addition of Common Area or Properties, or both, to create easements as deemed necessary by "Declarant, and to adjust the boundary or boundaries of the Common Area.

(b) Neither the Association nor its Members, nor the use of the Common Area by the Association and its Members, shall interfere with or impede the completion of the improvements or the marketing and sale by the Declarant and the Builder of Lots and homes.

(c) Declarant and each Builder shall have the right to make such use of Lots and the Common Area as may facilitate completion of development and sale of Lots and Units by the Declarant and the Builder. Without limiting the foregoing, Declarant shall have the right to maintain or permit the Builder or others to maintain sales offices, model Dwellings and Units, administrative offices, and construction offices (which may be trailers or temporary or permanent buildings), or any or all of same, on Lots or the Common Area.

Section 5. Declarant's Right to Change Development. With the approval of the appropriate governmental authority, and subject only to such terms and conditions as said authority may impose, Declarant shall have the right, without consent or approval of the Owners, to create Lots and Units, add Common Area, and reallocate Lots or Units within the Properties. Declarant may convert any lot or lots or any other property subject to these restrictions to use as a roadway and road right-of-way.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. 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 (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 30, 2024

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest at 8%, costs, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area. The Homeowners Association will pay for maintenance of all common area expenses to include, the ponds, swimming pool and related buildings located on the common area, entrance features, signage, area lighting, insurance, and all other common area expenses.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be \$175.00 per Lot. It is the intent of the Developers, JPL Homes, LLC, to construct a swimming pool and related facilities on designated common area immediately south of the large existing pond which amenities would be built during Phase Two or Three, in the Developer's sole discretion. Upon completion, annual HOA dues will be increased to \$450.00 per lot beginning the following January after completion. The homeowners of Pecan Grove Subdivision, Johnston County, which is a Lawrence Land community, will be entitled

to join the pool facility provided the homeowner pays a Pool Fee to the Homestead Farm HOA which fee is not to exceed the annual HOA dues for Homestead Farm HOA and further provided the Pecan Grove homeowner utilizing the pool facility abides by rules and regulations established by the Homestead Farm HOA.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than Twenty-Five (\$25.00) Dollars above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment may be increased above Twenty-Five (\$25.00) Dollars by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, stormwater ponds and spreader, including pipes and infrastructure related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum from Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fifteen (15) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) or as otherwise set forth in the bylaws of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. This procedure shall continue until a quorum is reached. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots with houses on them that have been sold or occupied on the first day of the month following the conveyance. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date due at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for 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 lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by Declarant or Board of Directors of the Association during the first five years, or by the Board of Directors or an architectural committee composed of three (3) or more representatives appointed by the Board after the first five years. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and

specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The members of the initial Board of Directors and Restriction Committee are hereby designated as: Donald G. Lawrence, whose address is 803-A East Main Street, Havelock, North Carolina 28532; W. Amos Parker, whose address is P.O. Box 1686, Newport, North Carolina 28570; and W. Jerry Pounds, whose address is P.O. Box 250, Clayton, North Carolina 27528, and all of whom shall have the privilege to serve until January 30, 2024 before replacement. Donald G. Lawrence, or his designee, shall have the right of appointing an agent or successor as a member of the initial restrictive committee to replace any position opened by a resigning member prior to January 30, 2024.

ARTICLE VI USE RESTRICTIONS

Section 1. Lot. The "lot" as used herein shall mean the numbered parcels as depicted on the above-mentioned map.

Section 2. Building Type; Dwelling. The word "dwelling" as used herein shall mean one (1) detached building designed for use as a single-family residence. No concrete blocks on exterior walls, except decorative screen blocks, shall be used above foundation elevation unless the same are covered with brick veneer or as otherwise approved by the Architectural Control Committee.

Section 3. Land Use. Each Lot shall be used for residential purposes only. Not more than one (1) dwelling may be erected or permitted or remain on a Lot. No wrecked or junked motor vehicle or vehicle without current license plates or truck larger than one (1) ton shall be permitted to remain on a Lot or street. No activity shall be permitted on any Lot which amounts to a nuisance to the other Lot Owners, or interferes with their reasonable enjoyment of their property. No Lot may be used for storage without a house being located thereon. All materials stored on a Lot and clothes lines shall be located in the rear yard and screened from view by natural vegetation or approved privacy fencing. Satellite dish shall be limited to 24" in diameter and located in the rear portion of house or lot where possible. Declarant or his designee reserves the right for a period of ten (10) years to conduct sales from model homes within this phase.

Section 3A. Boats, RVs and Trailers. Boats and trailers shall be located in the rear yard and screened from view by vegetation or privacy fencing if possible. If not, then if a fenced in area is made available by the Homestead Farm Homeowners Association, larger

boats RVs and trailers are to be parked in this area rather than in a driveway. The Homestead Farm Homeowners Association may charge a reasonable fee for the storage of cars, boats, RVs, trucks and trailers.

Section 4. Mobile Homes and Manufactured Housing. No mobile home, modular home, metal storage shed, or manufactured housing may be placed or permitted to remain on a Lot. Storage sheds shall be of similar material as the home and approved by the Homestead Farm Homeowners Association. Metal roofs on storage sheds may be allowed at the discretion of the Association.

Section 5. Combination of Lots. One (1) Owner of two (2) or more adjoining Lots or one (1) Owner of one (1) Lot and one half (1/2) of one (1) adjoining Lot or both of the adjoining Lots, may construct a residential dwelling thereon upon and across the dividing line of such adjoining Lots, or Lot and adjoining one half (1/2) Lot or adjoining two (2) adjoining half Lots so owned by one (1) Owner so long as such residential dwelling shall not be nearer than ten (10) feet to such Owner's side Lot line, and so long as any outbuildings shall not be nearer than ten (10) feet from such Owner's side Lot line or twenty (20) feet from the rear Lot line, but thereafter, no additional residential dwelling may be built thereon. In the event of such recombination or combination, any easements reserved along the interior Lot lines which have been recombined and deleted, shall be withdrawn and shall not constitute an encumbrance on such Lot and shall be reserved only along the perimeter boundary lines of the total Lots or portions thereof so owned by the one (1) Owner.

Section 6. Dwelling Size. Any dwelling erected upon any lot shall contain not less than 1,600 square feet of enclosed floor heated area. A variance up to three (3%) percent of the required heated square foot area may be granted from time to time by the architectural control committee in their sole discretion. Any dwelling, once started, shall be substantially completed within six (6) months.

Section 7. Setback Requirements.

(a) No dwelling shall be erected or permitted to remain on any Lot nearer to any street than the setback line as shown on the recorded plat.

(b) No dwelling or other permissible structure shall be erected or permitted to remain nearer than ten (10) feet to any side line.

(c) Hardship variances may be granted from time to time by the architectural control committee in their sole discretion provided all Johnston County set back requirements are met.

Section 8. Animals. No animals shall be permitted to remain on any Lot other than dogs, cats, or other small household pets, always in reasonable numbers, and subject to reasonable rules and regulations as may be promulgated from time to time by the Homeowner's Association. As many as four (4) female fowl may be allowed upon approval by the Homestead Farm Homeowners Association as to setbacks, privacy fencing, and fencing of coups. No Pit Bulls, vicious, or continuously barking dogs shall be allowed. Dogs shall be under the control of the owner at all times when off the owner's property. There shall be no hunting of wildlife or discharge of firearms or firecrackers in the Subdivision.

Section 9. Drainage and Utility Easements. The party of the first part reserves to itself, its successors and assigns, drainage and utility easements along all rear Lot lines, all side lot lines, and front Lot lines of the numbered Lots as shown on the plat of Homestead Farm Subdivision, Phase One. Driveways shall be permitted across front and side Lot line easements.

Section 10. Maintenance, Driveways, Drainage and Offsite Sewer.

(a) Maintenance and Repair of Property. The exterior of any building and yard shall be maintained, repaired and kept in a neat and clean condition. Otherwise, the Homestead Farm Homeowners Association shall have a right and easement to have its agent enter on an owner's property after five (5) days notice to the owner to repair, remove trash or debris, or to cut the grass, and may charge the owner for the services, plus a fine and an administrative fee as may be allowed by the North Carolina Planned Community Act.

(b) Driveways. Paved or concrete driveways must connect the roadway asphalt to the house or have at least forty-five (45) feet of concrete or asphalted surfaces from road connection by time occupancy of each residence. Driveways must be approved by the Architectural Control Committee. Driveway culverts and headwalls shall be finished with uniform materials in a design approved by the Architectural Control Committee. Driveways shall comply with North Carolina Department of Transportation standards.

Driveway pipe sizes shall be at a minimum 15" for Lots 31, 32, 38, 39, 48, 49, and 50. Driveway pipe sizes shall be at a minimum 18" for Lots 40 thru 47. Driveway pipe inverts and grade shall be set by a Professional Land Surveyor or Professional Engineer in accordance with the ditch grade as shown on plans as prepared by Thomas Engineering, PA entitled "Site Improvements for Homestead Farm, Phase Two, Section "A" revision dated 10/27/2017, a copy of which resides with the Homestead Farm Homeowners Association, Inc.

(c) Road and Drainage Maintenance. Streets in Homestead Farm, Phase Two, Section "A" shall be owned and maintained by the Declarant until such time as the streets are

deeded to the Homestead Farm Homeowners Association, Inc. or accepted for maintenance by the North Carolina Department of Transportation.

Stormwater management and drainage facilities outside of the North Carolina Department of Transportation right-of-way in Homestead Farm, Phase Two, Section "A" shall be maintained by the Declarant until such time as the common areas and easements are deeded and/or dedicated to the Homestead Farm Homeowners Association, Inc.

Section 11. Access. No numbered Lot may be used for ingress, egress, regress or access to adjoining land not part of this Subdivision without the written consent of Declarant. Roadways and easements may be extended by Declarant to contiguous properties in the sole discretion of Declarant.

Section 12. Stormwater Compliance: Deed restrictions are incorporated into this permit by reference and must be recorded with the Office of the Register of Deeds prior to the sale of any lot. Recorded deed restrictions must include, as a minimum, the following statements related to stormwater management:

- (a) The following covenants are intended to ensure ongoing compliance with the Stormwater Management Permit as issued by Johnston County dated September 21, 2017.
- (b) The County of Johnston is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- (c) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- (d) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of County of Johnston.
- (e) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the County of Johnston.
- (f) The maximum built-upon area per Lot is 4,500 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

(g) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

(h) Built-upon area in excess of the permitted amount will require a permit modification.

(i) If permeable pavement credit is desired, the property owner must submit a request, with supporting documentation, to the permittee and receive approval prior to construction of the permeable pavement.

The permittee shall submit a copy of the recorded deed restrictions within thirty (30) days of the date of recording.

If the permittee sets up an Architectural Review Committee or Board (ARC or ARB) to review plans for compliance with the restrictions, the plans reviewed must include all proposed built-upon area (BUA). Any approvals given by the ARC or ARB do not relieve the lot owner of the responsibility to maintain compliance with the permitted BUA limit

All stormwater conveyances will be located in either dedicated right-of-way (public or private), recorded common areas or recorded drainage easements. The final plats for the project will be recorded showing all such required easements, in accordance with the approved plans.

The Director may notify the permittee when the permitted site does not meet one or more of the minimum requirements of the permit. Within the time frame specified in the notice, the permittee shall submit a written time schedule to the Director for modifying the site to meet minimum requirements. The permittee shall provide copies of revised plans and certification in writing to the Director that the changes have been made.

ARTICLE VII SEDIMENTATION AND EROSION CONTROL

Section 1. The Declarant's State Approved Erosion and Sedimentation Control Plan does not include approval of land disturbing activities associated with any lot.

Section 2. Lot Owners or their agents shall comply with the North Carolina Sedimentation Pollution Control Act and the erosion control ordinances of the County of Johnston.

Section 3. Lot Owners or agent of the Lot Owners shall provide and maintain erosion control measures sufficient to restrain visible sedimentation, between the land disturbing activity and any adjacent property, including the street right of way and watercourses.

Section 4. The Lot Owners or agent of the Lot Owners prior to commencing any land disturbing activities shall install a construction exit which shall consist of 6-inch depth of 2-3 inch course aggregate base on top of geotextile fabric.

Section 5. New and affected cut and filled slopes must be at an angle that can be retained by vegetative cover, AND must be provided with a ground cover sufficient to restrain erosion within fourteen (14) calendar days of the completion of any phase (rough or final) of grading. Rye grass is not an acceptable substitute for the providing of temporary or permanent ground cover.

Section 6. During construction of driveways or land-disturbing activities on building Lots or street right of ways in front of Lots, Lot Owners or agent of the Lot Owners undertaking such activities shall be responsible for damage to roadways, and for installing erosion control devices to prevent accelerated erosion and sedimentation of water sources. These devices, if required by any governmental authority or by Declarant, shall be constructed and maintained in accordance with the then current ordinances and regulations of the governmental authority having jurisdiction thereof. No construction debris shall be placed or dumped on any street right of way. Any ground cover or drainage system located within rights of way of streets which are disturbed during construction activity shall be re-established by the Lot Owners responsible for such activity.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any 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 Association or by 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. Reasonable attorney's fees shall be recovered by the prevailing party for the enforcement of these covenants.

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


Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty percent (60%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty percent (50%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of each class of members, however, any contiguous may be annexed without the consent of the members by the Declarant who hereby reserves said rights, provided any area annexed shall contribute to Common Area maintenance on a pro-rata basis, and provided any contiguous project is annexed no later than December 31, 2022.

Section 5. Waiver or Variance. Declarant reserves the right to grant a Waiver or Variance for hardship or other reasons for any restriction or provision in these Declaration of Covenants, Conditions and Restrictions provided the same is not in violation of any North Carolina or Johnston County agency rules and/or regulations pertaining to stormwater compliance, erosion control, or set back rules.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of January, 2019.

JPL Homes, LLC



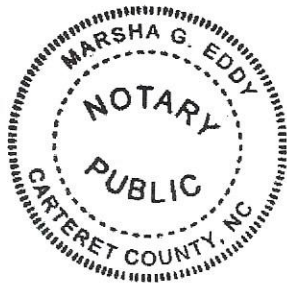
Donald G. Lawrence, Manager (SEAL)

NORTH CAROLINA

JOHNSTON COUNTY

I, Marsha G. Eddy, a Notary Public in and for the County of Carteret, State of North Carolina, do hereby certify that Donald G. Lawrence, Manager, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration of Covenants, Conditions and Restrictions for and on behalf of JPL Homes, LLC.

Dated this 9th day of January, 2019.



Marsha G. Eddy
Marsha G. Eddy, Notary Public
My commission expires: 6/21/19