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GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$66.00

Prepared by and return to: Fairgrove Development, LLC, 3714 Alliance Dr. Suite 300, Greensboro, NC 27407

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
FAIRGROVE MEADOWS SUBDIVISION, A PLANNED
COMMUNITY**

THIS DECLARATION CONTAINS LIMITATIONS ON AN OWNER'S RIGHT TO
RENT/LEASE PROPERTY WITHIN THE SUBDIVISION

THIS DECLARATION REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL
SIGNS

THIS DECLARATION CONTAINS LIMITATIONS ON THE ABILITY OF A REGISTERED
SEX OFFENDER TO OWN OR LEASE PROPERTY WITHIN THE ASSOCIATION

THIS DECLARATION PROHIBITS A LOT FROM BEING USED AS A HALFWAY
HOUSE, REHABILITATION CENTER, OR SHELTER

THIS DECLARATION REGULATES LAND USE ON CONSERVATION EASEMENT &
OPEN SPACE AREAS SHOWN ON RECORDED PLAT

THIS DECLARATION, made and entered into this 18th day of January 2023, by
Fairgrove Development, LLC, a North Carolina limited liability company, hereinafter referred to
as "Declarant";

Submitted electronically by "Donato Law, PC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Guilford County Register of Deeds.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract or parcel of land more known as Fairgrove Meadows Subdivision and more particularly described on Exhibit A attached hereto, as the same are shown on Final Plat of Fairgrove Meadows Subdivision recorded in Book 211, Page 54-55 of the Guilford County Registry (hereinafter, the "Plat").

WHEREAS, it is the intent of the Declarant hereby to cause the above referenced property to be subjected to this Declaration of Covenants, Conditions and Restrictions (hereinafter, the "Declaration").

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to above, and any future properties annexed to this Declaration, 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 or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth below, and shall inure to the benefit of each holder thereof.

**ARTICLE I
DEFINITIONS**

a) "Association" shall mean and refer to FAIRGROVE MEADOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

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

d) "Common Elements" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners, including the ponds, if any, shown on a plat or plats, which will be conveyed by Declarant to the Association after recordation of the Declaration. "Common Elements" shall also include any "landscape easement" and any improvements located therein or thereon as shown on the Plat. The Common Elements are to be owned by the Association and shall be designated on a plat or plats of Fairgrove Meadows Subdivision, recorded or to be recorded in the Office of the Register of Deeds of Guilford County, North Carolina.

e) "Member" shall mean and refer to every person or entity that holds membership with voting rights in the Association.

f) "Declarant" shall mean and refer to Fairgrove Development, LLC., as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign and said writing is recorded in the Guilford County Register of Deeds.

g) "Declarant's Development Period" shall mean and refer to the period of time commencing on the date this Declaration is recorded in the Office of the Register of Deeds of Guilford County, North Carolina, and continuing for so long as Declarant shall have the right to annex any additional residential property and Common Elements pursuant to the provisions of Article XIV, Section 4 hereof, or Declarant or any affiliate of Declarant shall own any portion of the Properties.

h) "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Elements.

i) "FHA" shall mean and refer to the Federal Housing Administration of the Department of Housing and Urban Development and "VA" shall mean and refer to the Veterans Administration.

j) "Member" shall mean and refer to every person or entity that holds membership with voting rights in the Association.

k) "Off Site Septic Lot" shall mean and refer to a plot or parcel of land or an area shown on any recorded subdivision plat of the Properties which is to be used for an off-site septic system.

l) "Planned Community Act" shall mean and refer to the provisions of Chapter 47F of the North Carolina General Statutes, as amended.

ARTICLE II PROPERTY RIGHTS

SECTION 1. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in any Common Elements 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 permit the use of and to charge reasonable fees for the use of any facility situated or to be situated on the Common Elements; provided, however, that no Owner shall have the right to enter onto the individual Lots adjoining the ponds, if any, so designated on the recorded subdivision plats

or to erect any structure on the Common Elements, including the ponds shown on the recorded plat or plats.

b) The right of the Association to suspend the voting rights of 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 Declaration, Bylaws, Articles of Incorporation, and/or published rules and regulations;

c) The right of the Association, pursuant to Section 47F-3-112 of the Planned Community Act and with the consent of the Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association, to dedicate to any public agency, authority or utility, or to transfer to any other party, fee title to all or any part-of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Members consenting to such dedication or transfer; provided, however no such dedication or transfer shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances; and further provided during Declarant's Development Period, Declarant must also consent to such action.

d) The right of the Association to impose regulations for the use and enjoyment of the Common Elements and improvements thereon, which regulations may further restrict the use of the Common Elements, and improvements thereon, and Lots which regulations may further restrict the use of the same, and specifically including the right to establish rules and regulations concerning parking and vehicular traffic flow on and along the streets and roadways, whether public or private, within or abutting the Properties, which rules and regulations may restrict or prohibit on-street parking and may be enforced by towing at the expense of the vehicle's owner, by reasonable fine levied against the vehicle's owner and/or any Owner of a Lot to which such violation reasonably may be attributed, or by any other reasonable method of enforcement established by the Association's Board of Directors;

e) The right of the Association to enter upon any Lot in case of emergency originating in or threatening any such Lot, regardless of whether the Owner is present at the time of such emergency, for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

f) The right of the Association to grant permits, licenses and easements over the Common Elements for utilities, streets, roads, common mailbox facilities and other purposes reasonably necessary for the proper maintenance or operation of the Properties.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment of the facilities to the members of his family, tenants, or guests.

SECTION 3. LEASES OF LOTS. Any lease for any Lot subject to this Declaration shall be for a minimum term of twelve (12) months and shall make it a condition of the lease that the lessees are bound and subject to this Declaration and the Rules and Regulations of the Association. In addition, any lease shall provide that Lessees failure to abide by the Declaration

and Rules and Regulations of the Association shall be grounds for termination of the lease. Any lease must be for full possession of the Lot; no partial leases for individual rooms are allowed.

Owner shall provide the Board of Directors of the Association with a copy of any executed lease for any property within the Association. Any Owner that fails to provide this required information may be fined up to one-hundred dollars (\$100.00) pursuant to the Association's fining authority under the North Carolina Planned Community Act.

THE OWNER MUST CONTACT THE ASSOCIATION BOARD OF DIRECTORS PRIOR TO LEASING TO ENSURE COMPLIANCE WITH THE RULES AND REGULATIONS OF THE ASSOCIATION.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a lot which is subject to a lien for assessments 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 assessments.

SECTION 2. The Association shall have two classes of voting membership:

Class A Membership. Members of this Class shall be (i) the Declarant, its successors and assigns, as to Lots retained by it upon the termination of Class B membership; and (ii) all Owners other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Members themselves determine; provided, however, that no more than one (1) vote be allowed cast with respect to such Lot. Class A members other than the Declarant shall be entitled to vote only after a Certificate of Occupancy has been issued for the residence constructed on the Lot or Lots owned.

Class B Membership. The Class B Member shall be the Declarant, who shall be entitled to five (5) votes for each Lot owned. Class B Membership will 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 or exceed the total votes outstanding in the Class B Membership; or

b) Upon the expiration of ten (10) years next following the conveyance of the first Lot from the Properties.

Notwithstanding the above, Class B Membership shall continue as to additional lands that may be annexed in accordance with the provisions of Article XIV, Section 4, of this Declaration.

ARTICLE IV COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties and rented or leased to occupants, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay: (a) to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; (iii) Specific Assessments; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Elements; and (ii) a pro rata share of assessments for public improvements to or for the benefit of the Common Elements if the Association shall default in the payment of either or both for a period of six (6) months.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a 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 the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS.

a) 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 in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements, including but not limited to, the costs of repairs, replacements and additions, the costs of labor, equipment, insurance, materials, management and supervision, the payment of taxes assessed against the Common Elements; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, maintenance of any proposed clubhouse, pool and tennis courts [**no such amenities are contemplated or planned by Declarant at the time of filing this Declaration**], repair and/or maintenance of any completed permanent wet detention/retention pond (including, without limitation, cost of repairs, replacements and additions, costs of labor, equipment, management and supervision) as directed by the governmental office having jurisdiction for water protection; the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of dams and ponds or other bodies of water located within the Common Elements; the maintenance of any "sign easement" areas located on any Lot; maintenance of any lighting easement upon any Lot or Common Element, the maintenance of entranceways, landscaping and lighting of Common Elements, road medians and islands and entranceways; the lighting of streets, if any, (whether public or private); the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, permanent wet detention/retention pond, and any other expense for which the Association is responsible; and such other needs as may arise.

b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is established out of regular assessments for common expense and may also be funded by a special assessment.

c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation, By-Laws of the Association, and Rules and Regulations.

As monies for any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When any Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the properties.

d) The Association shall be responsible for payment of any assessment for private or public improvements to the Common Elements. Further, the funds of the Association may be used for the payment of public and private improvements made to, or for the benefit of, the Common Elements.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until December 31 of the year immediately following conveyance of the first Lot to an Owner, the maximum annual assessment shall be FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) per Lot for all Class A members and, at that time, Class B members shall pay $\frac{1}{4}$ the regular annual assessments for all lots it owns.

a) The maximum annual assessment for the following year and for each calendar year thereafter 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 fifteen percent (15%) of the maximum annual assessment of the previous year.

b) The maximum annual assessment for the year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter may be increased without limit by a vote of the Members entitled to cast at least two-thirds ($\frac{2}{3}$) of the votes of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of this Article.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of the Common Elements, including fixtures and personal property related thereto, or additional funding for the Association's operating and/or reserve accounts, provided that any such assessment shall have the assent of the Members entitled to cast at least 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. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis. Declarant hereby gives notice that any Owner shall be subject to a special assessment of not less than Two Hundred Dollars (\$200.00) per Lot for each mailbox included in the cluster mailbox unit, if a cluster mailbox is required to be installed at the Property.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV 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 twenty-five percent (25%) 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. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis. The special assessment for any Lot(s) owned by Declarant without an occupied residence thereon or owned by a builder when actively marketed for sale and without an occupied residence thereon shall be an amount not more than Two Hundred Dollars (\$200.00) for each Lot, which amount shall be due and payable at the closing of the sale of a Lot to such builder.

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein may be collected on an annual, quarterly or monthly basis and shall commence for all owners of lots other than the Declarant, on the first day of the month following conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

At least sixty (60) days in advance of each annual assessment period, the Board of Directors shall establish an annual budget and fix the amount of the annual assessments in advance for the following year. In the event the Board of Directors shall fail to fix the amount of annual assessments described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. Upon adoption by the Board of the budget and annual assessments amount, the Board shall deliver copies of same to every Owner subject thereto; provided, however, that failure to deliver a copy of the budget and annual assessments amount shall not affect the liability of Owners for assessments. 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.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall subject the owner of the lot against which such assessment is levied to a late fee in the discretion of the Board of Directors, which late fee shall not exceed the sum of \$20.00 per month. The Association may bring an action at law against the Owner personally obligated to pay the assessments or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of Deeds of Trust. Interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such delinquent owner(s) assessment. No Owner may waive or otherwise escape liability for the assessment by non-use of the Common Elements or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein. In addition to the foregoing, the Association shall have and may utilize all remedies granted it under the provisions of North Carolina General Statute 47F, the North Carolina Planned Community Act.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Elements or assessments for public improvements to the Common Elements, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, 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 become due prior to such sale or transfer. In the event of the acquisition of any Lot by foreclosure, deed in lieu of foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners, except Declarant, including such purchaser as a common expense, provided nothing contained herein shall release the party personally liable for a delinquent assessment for the payment thereof or the enforcement of collection of such assessment by means other than foreclosure. No such sale or transfer shall relieve such Lot for liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

SECTION 11. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, except those lots owned by the Declarant as shall pay a fractional amount of annual dues specifically set forth in Article IV.

ARTICLE V
INSURANCE COVERAGE TO BE MAINTAINED: USE AND DISTRIBUTION OF
INSURANCE PROCEEDS

Section 1. Insurance Required. The following insurance coverage, unless denoted to be optional, shall be maintained in full force and effect by the Association covering the operation and management of the Properties:

- a) **Casualty.** Casualty insurance covering the improvements, if any, upon the Common Elements which the Association may be required to maintain and all personal property as may be owned by the Association, shall be procured in an amount equal to the insurance replacement value thereof as determined annually by the insurance company affording such coverage.
- b) **Public Liability and Property Damage.** Public liability and property damage insurance in such amounts and in such forms as shall be required by the Association.
- c) **Cross-Liability Endorsement.** All liability insurance shall contain cross liability endorsements to cover liabilities of the Association to any Owner or Member.
- d) **Board and Officers.** If available at reasonable cost, liability insurance on each officer and each member of the Board of Directors of the Association, together with a Fidelity Bond, which shall be optional, on the Treasurer of the Association, all in such amounts and in such forms as shall be required by the Association.

Section 2. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as common expenses to be assessed and collected from all Owners.

Section 3. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association.

ARTICLE VI ARCHITECTURAL CONTROL

SECTION 1. ARCHITECTURAL CONTROL COMMITTEE. The Declarant shall maintain the right of plan and finish approval until construction completion of all homes within the subdivision's phases. Upon completion of all homes the Association shall create and maintain a standing Architectural Control Committee (the "Committee") for the purpose of receiving and reviewing applications submitted for improvements to property within the Association. The Committee shall consist of no less than three (3) members. Declarant shall have the right to appoint a majority of the members of the Committee until the earlier of when the Declarant owns no Lots in the Association, or when the Declarant expressly assigns that right to the Association in a document recorded with the Guilford County Register of Deeds. During the time period Declarant has power of appointment for the Committee all decisions of the Committee are final and not reviewable or reversible by the Association.

SECTION 2. IMPROVEMENTS. No residence, building, fence, swimming pool, wall or other structure or planting, landscaping, or grading shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein, be made until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to and approved in writing as to conformity and harmony of external design and location in relation to surrounding structures and topography by the Declarant per SECTION 1 of this article.

Further, nothing herein contained shall prevent or interfere with the right of Declarant to improve and develop the Properties as Declarant desires so long as said development follows the general plan of development of the Properties previously approved by Guilford County.

SECTION 3. PROCEDURES. Any person desiring to make an improvement, alteration or change described in Section 2 of this Article shall submit the plans and specifications therefore, showing the nature, kind, shape, height, materials and location of the same, to the Declarant or Committee which shall evaluate such plans and specifications in light of the purpose of this Article.

In the event of any question concerning the interpretation of Architectural Control provisions in this Declaration, the interpretation of the Declarant or Committee shall be conclusive and binding on all parties.

ARTICLE VII EXTERIOR MAINTENANCE

Each owner shall keep the building site free from tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance throughout the subdivision. In the event an owner does not properly maintain a Lot as above-provided the Committee, at its option, shall have the site cleaned to a reasonable standard. The costs incurred in the clean up effort, plus a twenty-percent (20%) surcharge, shall be the responsibility of the lot owner and shall be a Specific Assessment against the Lot.

The Association shall maintain the Common Elements. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot. In the event that the Owner neglects or fails to maintain his or her dwelling and Lot in a manner consistent with other Lots and dwellings the Association may provide such exterior maintenance. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings within the Association shall be made by Committee, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association and Committee the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement, or repairs plus a twenty percent (20%) surcharge shall be added to and become a part of the Specific Assessment to which such Lot is subject.

Notwithstanding the foregoing, the Association shall have the right, following notice and opportunity for hearing, to levy against the non-complying Owner a daily fine as authorized under Chapter 47F of the North Carolina General Statutes in an amount not to exceed One Hundred Dollars (\$100.00) per day. Any fine imposed shall also be a Specific Assessment as authorized in Article IV.

ARTICLE VIII RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. No Lot shall be used except for single family residential purposes. No Lot shall be used for commercial or business purposes except for temporary uses thereof by Declarant for Declarant's sales office and/or model. Notwithstanding, an Owner may work from home in a limited capacity that does not create the outward appearance of a business or create increased traffic, noise, vibration, outside storage, or other similar outward conditions that make apparent the existence of commercial or business activities.

No structures shall be erected or allowed to remain on any Lot except one detached single-family dwelling not exceeding two and a half (2.5) stories in height, and a private garage for not more than four (4) cars, the architecture and design of which is compatible with the architecture and design of the dwelling located on such Lot and which has been approved by the Declarant or Committee.

No accessory building or structure for storage or other appropriate use in excess of one thousand one hundred fifty-two (1,152) square feet in area shall be placed on any lot without the prior written approval of the Declarant or Committee. The location of the building or structure shall also be approved. Notwithstanding the above, metal accessory buildings shall not be allowed on any Lot without the prior written approval of the Declarant or Committee. All accessory buildings must conform to the same architectural style as the residence located on the same lot. A detached garage may be erected on said property with approval from the Declarant or Committee. Said detached garage must match the single-family dwelling in quality and appearance and must abide by all Guilford County ordinances and pass Guilford County inspections.

No building shall be located on any lot nearer to the front line, nearer to the rear line, or nearer to the side street in the case of a corner lot than what is defined on the Plat recorded with Guilford County. No building or garage shall be located nearer than ten (10) feet from an interior lot line, and no other permitted accessory building shall be located nearer than ten (10) feet to an interior lot line, nor nearer than fifteen (15) feet from the rear lot line, nor nearer than fifty (50) feet from the front setback line. For purposes of this covenant, eaves, steps, chimneys and stoops shall not be considered part of a building; however, decks may be located five (5) feet beyond the rear setback line as provided herein. No portion of any building shall be permitted to encroach upon another lot. Declarant or Committee reserves the right to waive in writing any minor violation of this Article.

No fence, wall, hedge or mass planting shall be permitted beyond the line extending from the front of the house to either side lot line, except upon approval by the Declarant or Committee. No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the community, including any lot, without the prior written consent of the Declarant or Committee. The Declarant or Committee may issue guidelines detailing acceptable fence styles, colors, or specifications.

SECTION 2. SINGLE FAMILY USE RESTRICTION No lot within the Association shall be used as a halfway house, juvenile home, detention center, detention home, temporary shelter, long-term shelter, institution, treatment facility or rehabilitation center of any kind.

No lot within the Association shall be used to house persons addicted to or recuperating from the effects of or addiction to drugs or alcohol or persons adjusting to non-prison life, including but not limited to pre-release, work release, probationary programs, or juvenile detention centers.

This Section is intended to prevent the use of property within the Association for, by way of illustration and not limitation, protection, detention, or rehabilitation of drug addicts, criminals, juveniles, homeless persons or other similarly situated persons. It is not the intent of this provision to prevent the owners of the lots, their spouses, children, or relatives from undergoing medical or therapeutic rehabilitation or treatment at home.

Notwithstanding anything herein to the contrary, neither the Declarant, Association nor the members of the Board of Directors shall be liable for any personal injury, death or property damage caused by any violation of this Section within the Properties if the Association fails to enforce these covenants and each member of the Association hereby releases the Association and members of the Board of Directors from all liability arising therefrom.

SECTION 3. PROHIBITION AGAINST REGISTERED SEX OFFENDERS AS OWNERS OR RENTERS/LESSEES No person listed as a registered sex offender, or who is required to register as a sex offender, within the state of North Carolina pursuant to North Carolina Statutes may be a member of the Association or own title to any property within the Association. In addition, no owner may rent to an individual who is a registered sex offender or who is required to register as a sex offender under North Carolina General Statutes.

Notwithstanding anything herein to the contrary, neither the Declarant, Association nor the members of the Board of Directors shall be liable for any personal injury, death or property damage caused by any violation of this Section within the Properties if the Association fails to enforce these covenants and each member of the Association hereby releases the Association and members of the Board of Directors from all liability arising therefrom.

SECTION 4. NUISANCE. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance, embarrassment, or nuisance to the neighborhood including, without limitation, the storing or parking of inoperative motor vehicles or the maintenance of or repair to motor vehicles except within completely enclosed garages constructed in conformity with these covenants and applicable laws and ordinances.

SECTION 5. TEMPORARY STRUCTURES. Except as herein set forth, no trailer, tent, shack, barn or other outbuilding, except a private garage for not more than four (4) cars, shall be erected or placed on any lot covered by this Declaration without approval of the Declarant or Committee. Except with the prior written consent of the Association, no detached garage shall at any time be used for human habitation, either temporarily or permanently.

SECTION 6. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on the Common Elements or on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina, Guilford County relating thereto; and (ii) such rules and regulations pertaining thereto as the Board of Directors may adopt from time to time. **NOTE - The Board of Directors may adopt Rules and Regulations listing certain dogs to be prohibited on Lots within the Association.**

SECTION 7. OUTSIDE ANTENNAS. The Association may provide cablevision or central television antennas provided that the cost shall be borne by those who subscribe to the service and shall not be included in an annual or special assessment.

No Video Antenna / Video Satellite Dish larger than one (1) meter in diameter shall be allowed on any Lot. No Video Antenna / Video Satellite Dish may be erected within ten (10) feet of electric power lines. Every Video Antenna / Video Satellite Dish must be properly grounded and secured. These are safety requirements established to protect against contact between any Video Antenna / Video Satellite Dish and electric power lines, and for the safety of persons coming in contact with the Video Antenna/Video Satellite Dish.

Plans showing the proposed location of Video Antenna / Video Satellite Dish and grounding and security provisions therefore should be submitted to the Architectural Committee prior to installation.

The Association has Preferences regarding the location and installation of Video Antenna / Video Satellite Dish located on Lots within the Properties. Every Video Antenna / Video Satellite Dish must be located on the rear portion of the Owner's Lot in a location that is least visible from any street and that is least visible from any adjacent Lots within the Properties, to the extent such placement is consistent with reception of an acceptable quality programming signal.

If any Video Antenna / Video Satellite Dish cannot receive an acceptable signal from the rear of the Lot, it may be located on the side of the Lot (not connected to any building surface). The Owner must cause the Video Antenna / Video Satellite Dish to be reasonably screened from view of the adjacent streets and Lots. If the Video Antenna / Video Satellite Dish must be connected to any building surface to receive an acceptable quality programming signal, the Owner must paint the Video Antenna / Video Satellite Dish to reasonably match the background against which it is mounted. Any screening must be approved by the Architectural Control Committee.

The Association, and its agents, shall have the right to inspect any new or existing Video Antenna / Video Satellite Dish that has not obtained prior approval from the Architectural Control Committee. The Association may determine reasonable alternate locations for any Video Antenna/Video Satellite Dish that more closely meet the Preferences of the Association. If it is determined by the Association that the Video Antenna / Video Satellite Dish is to be located in a different location, the Video Antenna / Video Satellite Dish shall be moved to that location by the Owner.

If the Association requires relocation of any Video Antenna / Video Satellite Dish, the Lot Owner shall waive any objection to the new location as long as the relocation creates acceptable signal reception.

In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association and its agents the right to unobstructed access over and upon each Lot at all reasonable times to perform inspections, signal testing, and relocation of all antennas or satellite dishes. Said easement shall exist upon every Lot bound to this Declaration and shall run with and bind to the land that is subject to this Declaration.

SECTION 8. PARKING AND STORAGE OF PERSONAL PROPERTY. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets of the subdivision. Guests shall be permitted to park on the streets for no longer than forty-eight (48) hours.

Owners of lots shall be permitted to park boats, trailers, campers, commercial vehicles, other similar property on their lots in the Subdivision providing that such property shall be located behind the garage door located furthest from front property line and shielded from neighbors view with approved screening materials approved by Declarant. All such property shall also have current tags and licenses and not be in a state of repair that negatively affects property values of Subdivision. In the event of any question concerning the interpretation of Parking and Storage of Personal Property provisions in this Declaration, the interpretation of the Declarant shall be conclusive and binding on all parties. Declarant shall have sole authority to approve appropriate screening for personal property stored on Lots within the Subdivision.

Notwithstanding, for so long as Declarant shall own any Lot within the Association, Declarant shall have sole authority to approve appropriate screening for personal property stored on Lots within the Association; no approval from the Architectural Committee, as set forth in Article VI herein, shall be required for so long as Declarant owns any Lot within the Association.

Upon Declarant's sale of the last Lot it owns within the Association, all screening of personal property will be required to obtain approval from the Architectural Committee as set forth in Article VI above and the Architectural Control Committee reserves the right to deny any application for such screening of personal property despite approvals that may have been given by Declarant for other properties within the Association.

SECTION 9. RESUBDIVISION OF LOT, STREETS, FENCES, WALLS AND SIGNS. No lot shall be subdivided into a lot smaller than or different from the Lot shown on the recorded plat, except with the written consent of Declarant. No street shall be laid out or opened across or through any Lot.

SECTION 10. MOBILE HOMES, MANUFACTURED HOMES, ETC. No mobile home, manufactured home, modular home, trailer, or other like structure shall be located or installed on any Lot. As used in this Section, mobile home, manufactured home or modular home shall mean a structure, assembled in whole or in part in a location other than on the Lot itself, transportable in one or more sections, any section of which, during transport, is four (4) feet or more in width and ten (10) feet or more in length, (other than floor joists and roof trusses) which may or may not be built on a permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities.

SECTION 11 RULES AND REGULATIONS. The Board of Directors of the Association may, from time to time, adopt reasonable Rules and Regulations to govern the use and conduct upon the Common Elements of the Association and upon the Lots within the Properties.

SECTION 12. HOLIDAY DECORATIONS. All holiday decorations shall be put up no sooner than thirty (30) days prior to the holiday and must be taken down within fifteen (15) days after the holiday. Notwithstanding, holiday lights and decorations celebrating the winter holidays in December and January may be put up forty-five (45) days prior to the holiday and must be taken down within fifteen (15) days after the holiday.

SECTION 13. SIGNS. Political signs are prohibited from being displayed earlier than forty-five (45) days before the day of an election and later than seven days after an election, and are limited to one (1) sign with a maximum size of twenty-four (24) inches by twenty-four (24) inches. For the purposes of this section, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot.

No sign(s) may be placed in the yard of any home except for real estate "For Sale" signs and "For lease" signs (no larger than thirty-six (36) inches by thirty-six (36) inches), political signs as defined above, and address notification signs. Signs for yard sales or other functions (i.e. a birthday party, open house, etc.) to direct persons to particular home are allowed provided they are not left up for more than forty-eight (48) hours from time of placement. In no instance can any sign at Fairgrove Meadows Subdivision be derogatory, negative, or vulgar in any fashion, way or situation. Declarant reserves the right to place signs in Fairgrove Meadows Subdivision for sales and development purposes regardless of the size of sign. In addition, Declarant reserves the right to allow and direct other builders, developers, and real estate firms to place signs in Fairgrove Meadows Subdivision at their discretion. Declarant reserves the right of sign placement until the development is one-hundred (100) percent complete and built out regardless of the time frame or at the time the Association Board of Directors is turned over to the membership, whichever is earlier.

SECTION 14. CLOTHESLINE. No clothesline shall be permitted on any Lot within the Subdivision except when located behind the structure and is not visible from the frontage road.

SECTION 15. TRASH CANS. Trash cans must be located as to not be visible from any road within the subdivision. Trash cans shall be placed at the curb no earlier than twenty-four (24) hours prior to garbage pickup and shall be left at the curb no longer than twenty-four (24) hours after trash pickup.

SECTION 16. FUEL STORAGE TANKS. All fuel storage tanks in excess of eighty (80) gallons must be placed underground, save and except, one small exchangeable propane tank to fuel residential size cooking grills are permitted.

SECTION 17. MAILBOXES. Declarant may, at their sole discretion, install a common mailbox facility, such mailbox facility may be installed on any part of the Common Elements and shall be subject to a nonexclusive easement in favor of the party installing such facility for maintenance, repair and operation of such facility as required.

**ARTICLE IX
STREETS AND ROAD MAINTENANCE**

SECTION 1. CONSTRUCTION All streets in this development will be constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. The Declarant will dedicate right-of-way for the public streets as shown on the recorded map referred to above having a width of at least fifty (50) feet.

SECTION 2. NCDOT ACCEPTANCE The streets may be accepted by NCDOT for addition to the state highway system as state-maintained roads upon petition by affected lot owners pursuant to the then current regulations of NCDOT. Reference is made to the regulations of the NCDOT for a more complete discussion of procedures regulating the admission of streets to the state system. Following such a petition, the streets will be reinspected by the NCDOT to insure that they continue to meet all state standards, including condition of right-of-way and drainage ditches and swales, failing which the streets may not be admitted to the state system.

Declarant hereby reserves authority to submit application to NCDOT for addition to the state maintenance system any or all of the streets in the subdivision.

SECTION 3. LOT OWNER RESPONSIBILITY Until a street is added to the state maintenance system and in the event a street is not added to the state system, the street maintenance shall be the responsibility of the lot owners or the Association. Each lot owner shall pay a proportionate share of road maintenance expense based on the number of dwelling houses served by said street. THE OBLIGATIONS TO MAINTAIN THE STREET SHALL BE APPURTENANT TO AND RUN WITH THE OWNERSHIP OF A LOT, AND MAY BE ASSUMED BY THE ASSOCIATION WITH THE MAINTENANCE COST COLLECTED AS ASSESSMENTS PURSUANT TO ARTICLE IV OF THESE COVENANTS.

SECTION 4. ENCROACHMENTS Nothing, including but not limited to walls, fences, gates, timbers, trees or plants, shall be erected, placed or permitted to remain in any portion of the street right-of-way or related sight or drainage easements as shown on the recorded map of this development. No drainage ditch or swale shall be filled, tiles or altered in any way except in accordance with the standards of the NCDOT.

SECTION 5. DRIVEWAY MAINTENANCE Each lot owner shall be responsible for the maintenance of the lot's driveway connection and any drainage ditch or swale pursuant to NCDOT and NC Department of Environmental Health and Natural Resources (NCDEHNR) standards. Prior to any construction, the driveway connection must be installed. All driveway connections shall be installed using reinforced concrete pipe (RCP) or other NCDOT approved pipe for this purpose. At the time of petition of the street for State maintenance, if required by NCDOT, each lot owner is responsible for the driveway connection, any drainage ditch and or swale being returned to NCDOT standards if it has been altered by the lot owner or damaged by any construction on the lot. Each respective lot owner agrees to indemnify and save Declarant harmless from any loss or damage arising from the lot owner's failure to keep the lot driveway

connection, drainage ditch and swales in conformity with NCDOT and NCDEHNR regulations, and in addition, from any loss or damage to the existing street caused by heavy equipment in connection with construction on a lot. The intent of this provision is for no action by the lot owner arising from any grading or construction on the lot, or erection of structures or mailboxes not in accordance with NCDOT or NCDEHNR standards, to be a bar to acceptance of the street for State maintenance. **THESE STANDARDS MAY BE ENFORCED BY THE LEVY OF FINES AS DETERMINED BY THE ASSOCIATION.**

ARTICLE X EASEMENTS

SECTION 1 UTILITIES. Easements for installation and maintenance of utilities (including but not limited to street lighting) and drainage facilities are reserved as indicated on the Plat. In addition, Declarant reserves an additional easement and right-of-way for installation and maintenance of utilities and drainage facilities over the rear ten (10) feet of any Lot and over each side ten (10) feet of any Lot. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of Guilford County (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Lots as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage.

The Association shall have the power and authority to grant and establish upon, over and across the Common Elements such additional easements as are necessary or desirable.

SECTION 2. SIGN EASEMENTS. Easements for the maintenance of subdivision signs and landscaping and lighting surrounding same are reserved as indicated on the recorded plats for the subdivision. Declarant hereby grants, gives and conveys to the Association a perpetual, non-exclusive easement over the portions of Lots designated as “sign easements” on the plats, to maintain, repair and replace the subdivision signs which may be located thereon, and the lighting fixtures and landscaping surrounding the same. The costs of all such maintenance, repair and replacement shall be part of the common expenses of the Association, payable by the Owners as set out in **Article IV** hereof. In addition to the easement granted above as to the portion of Lots designated “sign easement”, Declarant hereby gives, grants and conveys to the Association the right of ingress, egress and regress over other portions of such Lots as shall be reasonably necessary to effectuate the purposes stated above. The easements hereby granted shall run with the land for so long as any property within the Association is subject to this Declaration and shall be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the properties. Declarant shall have right to have marketing signs within Community.

**ARTICLE XI
RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS**

SECTION 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS.

“Institutional Lender” as the term used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences, and eligible insurers and governmental guarantors.

SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS.

So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

(a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by the Board of Directors of the Association, such financial statement or report to be furnished by April 15th of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation or By-Laws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self-management by the Association.

(c) To receive notice of any condemnation or casualty loss affecting the Common Elements or any portion thereof.

(d) To be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(e) To have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Elements, other than those specific rights vested in the Association under Article II hereof.

(f) To be given notice of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days by any Owner owning a Lot encumbered by a mortgage held by the Institutional Lender, such notice to be given in writing and to be sent to the principal office of such Institutional Lender, or to the place which it may designate in writing).

SECTION 3. REQUIREMENTS OF INSTITUTIONAL LENDER. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by CERTIFIED MAIL at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

ARTICLE XII
COMMON ELEMENTS

The Association shall be responsible for the repair, maintenance, upkeep and expense of the Common Elements including entrance signage, street lighting and street name signage and any common mailbox facility or facilities (if not provided by the applicable governmental body). Declarant reserves unto itself, its successors and assigns an easement over, across and through the Property for access, installation, maintenance, and repair for cluster mailbox units as may be necessary or appropriate to facilitate delivery and distribution of mail to or for the benefit of the Lots.

ARTICLE XIII
OFF SITE SEPTIC LOTS

It shall be the responsibility of the relevant Owner to repair and maintain and replace the septic system and all its elements located on that Owner's Off Site Septic Lot and serving the Owner's Lot. No improvements shall be installed or structures built or maintained on any Off Site Septic Lot, and no use shall be made of such Off Site Septic Lot, except in connection with the use, maintenance and repair/replacement of the septic system on such Off Site Septic Lot.

ARTICLE XIV
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, Bylaws, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws and Rules and Regulations of the Association. Failure by the Declarant 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. The Declarant or any Owner shall have the right to request that law enforcement, public safety and animal control officers come on the properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority. By way of illustration, and not limitation, the Declarant shall have authority to impose reasonable fines not in excess of one-hundred (\$100.00) dollars per day for violations of the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations. Any and all costs incurred, including reasonable attorney fees and costs, as a result of the Association's efforts to enforce this Declaration, Bylaws, and Rules and Regulations shall be assessed against the owner and the owner(s) lots(s) that caused

the fees and costs to be incurred. Said assessments may be collected as set forth in Article IV.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants shall not be construed as a waiver of any future enforcement rights.

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 unless during the last year of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners entitled to cast votes of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owner entitled to cast votes of not less than seventy-five percent (75%) of the Lots, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Further provided, that any amendment relating to the ownership and maintenance of the permanent wet detention / retention pond shall not be permitted without prior review and approval by the governmental office having jurisdiction for watershed protection. Any amendment must be properly recorded.

SECTION 4. ANNEXATION.

(a) Except as provided in Subsection (b) of this Section 4, Article XIV, additional residential property and Common Elements may be annexed to the Properties only with the consent of the Members entitled to cast two-thirds (2/3) of the votes of each class.

(b) Additional land may be annexed by the Declarant without the consent of Members within ten (10) years of the date of this instrument, provided that, in the event FHA or VA insured loans have been obtained to purchase Lots, and provided that FHA or VA require approval, FHA and VA must determine that the annexation is in accord with the general plan heretofore approved by them.

SECTION 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration provided that FHA or VA loans have been obtained to purchase Lots: dedication of Common Elements and amendment of this Declaration of Covenants, Conditions and Restrictions.

SECTION 6. MAINTENANCE OF PERMANENT WET DETENTION / RETENTION POND IN EVENT OF DISSOLUTION. In the event of the dissolution, either voluntarily or administratively, of the Homeowners Association, all property owners of record shall be jointly and severally liable for all maintenance and repair of any permanent wet detention/retention pond as directed by the governmental office having jurisdiction for water protection.

SECTION 7. NORTH CAROLINA PLANNED COMMUNITY ACT (PCA). The provisions of the PCA (North Carolina General Statutes § 47F) are incorporated herein by reference as if fully set forth herein.

SECTION 8. ASSIGNMENT OF DECLARANT RIGHTS. Declarant may assign its Declarant Rights. Any such assignment shall be in writing and recorded with the Guilford County Register of Deeds.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its corporate name by its President as of the day and year first above-written.

Fairgrove Development, LLC

BY: 

NAME: Tony G. Johnson

TITLE: Managing Member

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, the undersigned Notary Public of the County and State aforesaid, hereby certify that Tony G. Johnson, Managing Member of Fairgrove Development, LLC, Declarant, personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of the company and for the purposes stated therein.

WITNESS my hand and official stamp or seal, this the 18th day of January, 2023.


Notary Public

Anthony P. Donato
(Type / Print name of Notary above)

My Commission Expires: 03/25/23

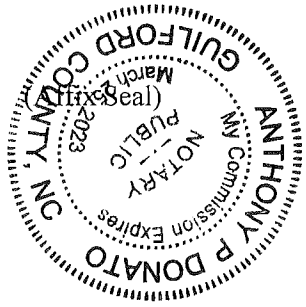


EXHIBIT A

Being all of that property as shown on the plat entitled Final Plat for Fairgrove Meadows Subdivision and recorded in Plat Book 211 , Page 54-55 in the Office of the Register of Deeds of Guilford County.