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STATE OF NORTH CAROLINA

COUNTY OF HARNETT

**DECLARATION OF
RESTRICTIVE COVENANTS AND ROAD MAINTENANCE AGREEMENT**

[Turlington Acres]

This Declaration of Restrictive Covenants and Road Maintenance Agreement (this "Declaration"), is made and entered into, as of the date set forth below, by **TURLINGTON ACRES, LLC**, a North Carolina limited liability company (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the fee simple owner of Lots 2, 3, 4, 5, 6, 7, 8, 10, 11, 19, 20, and 21 (each a "Lot", and together, the "Lots") as shown on plat duly recorded in Map Book 21, Page 100, Harnett County, NC Registry (the "Plat");

WHEREAS, in addition, Declarant is the fee simple owner of the private street identified on the Plat as "Private Street 60' R/W"; and which is commonly known as Regis Lane (the "Regis Lane");

WHEREAS, Declarant, by this Declaration, wishes to bind itself, its successors and assigns, and declare certain restrictions, conditions and covenants related to the use and occupancy of the Lots; and

WHEREAS, in addition, Declarant, by this Declaration, wishes to bind itself, its successors and assigns to provide for the maintenance of the paved portion of Regis Lane until

such time as it may be accepted for maintenance purposes by the North Carolina Department of Transportation or other governmental body ("NCDOT"), as well as certain other common property.

NOW, THEREFORE, Declarant agrees for itself and any and all persons, firms or entities hereinafter acquiring any of the Property, that the same shall be subject to the following easements, conditions and covenants relating to the use and occupancy thereof, which easements, conditions and covenants shall run with the Lots and inure to the benefit of and be binding upon the successors and assigns of Declarant and other acquiring parties and persons.

ARTICLE I

The Lots shall be held, transferred, sold and conveyed subject to the terms of this Declaration.

ARTICLE II

Declarant hereby grants unto itself and the future owners of the Lots a non-exclusive easement for perpetual ingress, egress and regress over and across the paved portion of Regis Lane for purposes of access to and from Bennett Road (SR 2010), which is a public right-of-way.

ARTICLE III

Declarant hereby grants unto itself and the future owners of the Lots an easement for the placement of a neighborhood sign for the common benefit of the Lots that reads "*Turlington Acres*" (the "Sign"). The easement shall be located on Lot 2 in the Sign's present as-built location, and shall further extend five feet (5') therefrom in each direction. Such easement shall include the right (not to the obligation) to install landscaping, as appropriate; and such easement shall include the right of access for future maintenance, repair and/ or replacement purposes. It shall be the common obligation of all Lot owners to maintain the Sign in good condition and to contribute to the reasonable expense thereof; and the Sign shall be considered common property.

Further, Declarant hereby grants unto itself and the future owners of the Lots an easement for the placement of a mail kiosk for the benefit of the Lots (the "Mail Kiosk"), as required by the United States Postal Service ("USPS"). The easement shall be in the Mail Kiosk's initial as-built location, and shall further extend ten feet (10') therefrom in each direction. Such easement shall include the right of access for future maintenance, repair and/ or replacement purposes. It shall be the common obligation of all Lot owners to maintain the mail kiosk in good condition (in accordance with USPS regulations) and to contribute to the reasonable expense thereof; and the Mail Kiosk shall be considered common property.

Further, it shall be the common obligation of all Lot owners to maintain the existing wooden privacy fence, which runs along the eastern margin of the paved portion of Regis Lane (and which screens lots 17 and 18 as shown on the Plat), in good condition and to contribute to the reasonable expense thereof; and said privacy fence shall be considered common property.

For clarification purposes, it is noted that said privacy fence is located within the road right-of-way. Also, it is noted that said lots 17 and 18 as shown on the Plat are not subject to the terms of this Declaration. The above notwithstanding, Declarant reserves the right to remove (or relocate) said privacy fence, if NCDOT shall so require in order to accept the road for maintenance purposes (as contemplated in Article VI below).

ARTICLE IV

Declarant reserves the right to grant necessary easements over, under and across the Lots to utility providers for the installation and maintenance of necessary utilities that will serve the Lots, as reasonably necessary.

ARTICLE V

The following use restrictions and/ or obligations shall apply to the Property:

- (i) No Lot shall be used except for single family residential purposes;
- (ii) No structure shall be erected or placed on a Lot near to any street than the minimum building setback line as required by the applicable zoning ordinance;
- (iii) No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon, which may be or may become an annoyance, nuisance, or health hazard within the neighborhood;
- (iv) No mobile homes or modular homes shall be allowed on any Lot at any time;
- (v) No automobile or motor vehicle may be dismantled on any Lot. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on any Lot, unless completely hidden from view of the street;
- (vi) Each Lot and the structures thereon shall be kept in good order and repair, free of junk and debris. Lawns shall be seeded and mowed, shrubbery trimmed, and exterior surfaces painted with such frequency as is consistent with good property management. Required mowing in the front yard shall extend to the edge of Regis Lane;
- (vii) No Lot owner shall regrade, redevelop, or otherwise modify any ditching and/ or drainage easement areas in the immediate vicinity of Regis Lane, as applicable. Lot owners shall use diligent and reasonable efforts to keep all such ditching and drainage easement areas clear of blockages, litter and debris.
- (viii) Individual mail boxes are prohibited; and all Lot owners must use the common mail kiosk to receive mail from the USPS.

ARTICLE VI

Declarant shall be responsible for maintaining the paved portion of Regis Lane for a period of two (2) years from the date this Declaration is recorded in the local Registry. During such time, Declarant agrees to use good faith and commercially reasonable efforts to cause the paved portion of Regis Lane (and any immediately surrounding areas with the sixty-foot (60') right of way, but not including the gravel portion thereof (unless the Declarant were to decide otherwise)) to be re-platted, dedicated and accepted by NCDOT as a public right-of-way, within such 2 year period, on the condition that new single-family residences have been constructed on a minimum of seventy-five percent (75%) of the Lots; and Declarant reserves the right to cause the road to be so re-platted, dedicated and accepted as a public right-of-way. The above notwithstanding, Declarant provides no assurance or warranty that the road will ultimately be accepted by NCDOT for maintenance purposes. In addition, the Declarant reserves the right to re-name the paved portion of Regis Lane upon the re-platting thereof.

If NCDOT does not accept the road for maintenance purposes, then after such 2-year period, the paved portion of Regis Lane (and the immediately adjacent areas within the 60' right-of-way, but not to include the gravel portion of Regis Lane (unless the Declarant were to decide otherwise)) shall be jointly maintained by the record owners of the Lots, who shall act in good faith in order to see that the paved portion of Regis Lane is adequately maintained in good condition and repair, it being understood that the Lot owners shall have a contractual duty to adequately maintain same. Such paved portion of Regis Lane shall be considered common property. Expenses shall be equally shared by the Lot owners. Further, if NCDOT does not accept the road for maintenance purposes, after Declarant has expended good faith and commercially reasonable efforts in pursuit thereof, then Declarant reserves the right (i) to incorporate an association for the benefit of the Lot owners (in which each Lot owner shall become a member thereof), the primary purpose of which shall be to allow the Lot owners to more efficiently provide for the maintenance of the paved portion of Regis Lane; (ii) to convey fee title to the private roadbed to said association; and (iii) to amend this Declaration unilaterally without the consent of any other Lot owners in order to incorporate provisions governing such association, including annual and special assessment provisions and lien rights to secure the collection thereof. The provisions set forth in this paragraph shall be applicable until such time as the paved portion of Regis Lane is ultimately accepted by NCDOT as a public right-of-way, if and when such occurs in the future.

ARTICLE VII

The terms of this Declaration shall run with and be appurtenant to the Property and shall be binding upon the heirs, successors and assigns of each record owner of a Lot.

ARTICLE VIII

Any Lot owner (or any Lot owners' association that may be organized in the future, as the case may be) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the terms of this

Declaration. Failure by any such party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The above notwithstanding, no cause of action shall be enforceable against the Declarant unless all Lot owners agree to pursue such action; and further, Declarant shall have no liability to the Lot owners if Declarant is unsuccessful in causing NCDOT to accept the maintenance responsibility with respect to the paved portion of Regis Lane within the 2 year period referenced in Article VI hereof.

ARTICLE IX

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any Lot subject to this Declaration (or any Lot owners' association that may be organized in the future, as the case may be), their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. As long as the Declarant owns a Lot (or the paved portion of Regis Lane), the Declarant reserves the right to amend this Declaration unilaterally without the consent of any other Lot owners. Otherwise, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than a two-thirds (2/3) majority of the Lot owners, provided no amendment shall terminate the easement rights granted herein. As long as the Declarant owns a Lot (or the paved portion of Regis Lane), then any amendment to this Declaration must also be approved and signed by the Declarant in order to be effective.

Any amendment must be properly recorded with the local Registry in order to be effective.

ARTICLE X

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

ARTICLE XI

For the purpose of this Declaration, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa, as the meaning may require.

ARTICLE XII

The North Carolina Planned Community Act (NCGS 47F-1-101 et seq) (the "Act") shall not govern the Property; and any specific reference to the lien enforcement provisions of the Act, as set forth in Article VI hereof, is not intended (nor shall it be interpreted as an election by Declarant) to defer to, or trigger, any other provisions of the Act.

ARTICLE XIII

It is acknowledged for estoppel purposes that lot 25 as shown on the Plat (the "Third Party Lot"), which is owned by a third party (the "Third Party Owner") and not owned by the Declarant, shall benefit from a non-exclusive easement for perpetual ingress, egress and regress over and across the paved portion of Regis Lane, for purposes of access to and from Bennett Road, with such easement right having vested (by necessity or otherwise) at the time that such owner acquired the Third Party Lot; and such easement is hereby conveyed to the Third Party Owner for the benefit of the Third Party Lot. The Third Party Owner shall not be required to financially contribute toward any common expenses to maintain and repair the paved portion of Regis Lane nor any other common expenses.

ARTICLE XIV

With respect to any common property in which the Lot owners have maintenance responsibility, the following provisions shall apply.

Any Lot owner shall have the right to request that a formal meeting of the Lot owners be held to discuss maintenance and repair of common property by hand-delivering (or mailing) a notice to all Lot owners at their current address (as determined by the records of the Harnett County Tax Office, if they don't continue to reside in the neighborhood). If mailed, the notice should be sent registered or certified mail, return receipt requested, or by reputable overnight courier. The notice should specify the time and place of the meeting (said meeting to take place no less than fourteen (14) days, nor more than sixty (60) days, following the mailing or delivery of such notice to all Lot owners at their current address.

At the Lot owners' meeting, each Lot owner shall have one (1) vote for each Lot. In no event shall any Lot have more than one vote, regardless of the number of Lot owners. A majority of the Lot owners must attend the meeting in order for a quorum to be present. If there is a quorum present at the meeting, then a majority of the votes cast, in person or by signed proxy at a Lot owners' meeting, is required for the approval of any maintenance or repair expense. Further, at such meeting, the Lot owners by a majority of the votes cast in person or by signed proxy, shall select an agent to contract the maintenance work and shall determine the time period in which the pro rata share of each Lot owner must be paid. The Lot owners may choose to organize a homeowners association, either incorporated or unincorporated, if a majority of the votes cast in person or signed proxy determine it is expedient to do so, to maintain or repair the common property (however, any such association shall not affect the requirement that a majority of the votes cast, in person or by signed proxy at a Lot owners' meeting, is required for the approval of any maintenance or repair expense). Notwithstanding anything to the contrary herein, as long as the Declarant (or any builder) owns a Lot, then it is agreed any maintenance or repair expense (as well as any decision whether to organize an association) must also be approved by Declarant in order to be effective.

Each Lot owner shall bear, on a pro rata basis, the cost of maintaining the common property.

Each Lot owner's pro rata share shall be due and owing to the elected agent within the period of time agreed to by the majority vote. If such Lot owner fails to pay his or her share within the allotted time, then the amount owed shall be a charge on the land and shall be a continuing lien upon the delinquent Lot owner's Lot. The delinquent share, together with interest at the legal rate, costs and reasonable attorney's fees, shall also be the personal obligation of the Lot owner who was the owner of the Lot at the time when the pro rata share fell due. The other Lot owners, or any one of them, may bring an action at law against the person obligated to pay the same, or foreclose the lien against the Lot. No Lot owner may waive or otherwise escape liability for his or her pro rate share by abandonment of his or her Lot. The lien of the pro rata share shall be subordinate to the lien of any first mortgage.

With respect to lien enforcement, the lien enforcement provisions of Chapter 47F-3-116 of the North Carolina General Statutes shall enable and govern the procedure for same; and, it is noted the names of the Lot owners (either all Lot owners, or those enforcing the lien) shall be substituted for the terms "association", "homeowners association", "executive board", "board", and any other words as used in the statute, as the context may require (if there is no organized association governing the Lots or Property).

**[The Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed as of the day and year set forth in the below notary acknowledgement.

DECLARANT:

Turlington Acres, LLC

By: [Signature]
D. Ralph Huff, III
Manager

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff, III, in his capacity as Manager of Turlington Acres, LLC, a North Carolina limited liability company.

Date: October 13, 2023

Official Signature of Notary: [Signature]

Notary's Printed Name: Jill Riley

My commission expires: 8-3-2025

[Affix Notary Seal or Stamp]

