

NORTH CAROLINA
JOHNSTON COUNTY

PROTECTIVE COVENANTS FOR
THREE MEADOWS SUBDIVISION

THIS DECLARATION, made and entered into this 9th day of November, 2018, by NANCY DUPREE CANADY AND ROBERT NEAL CATLETT, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land more particularly described as Lots 1 through 37 of THREE MEADOWS SUBDIVISION, as the same are shown on map and survey recorded in Book of Maps 87, Page 475-476 Johnston County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future, in said Three Meadows Subdivision for Declarant to subject said lot as referenced hereinabove to the following Protective Covenants;

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to 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 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.

DEFINITIONS

Section 1. "Association" shall mean and refer to Three Meadows Homeowners' Association, its successors and assigns, as the Owners may elect to organize as a formal non-profit corporation or an unincorporated association, which shall have a Board of Directors elected by the Owners.

Section 2. "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, but excluding the initial owner if a home builder for the purpose of building and selling a dwelling thereon, and 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. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Permanent Common Open Space.

Section 5. "Declarant" shall mean and refer to Nancy Dupee Canady and Robert Neal Catlett thier successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Common Expense" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses of the Entrance Signs, berms and landscaping buffer area and administration, maintenance, repair, or replacement of these areas;
- (c) Expenses declared to be common expenses by the provisions of this Declaration;
- (d) Expenses agreed by the members to be common expenses of the Association.

Section 7. "Architectural Control Committee" shall mean the Declarant until such time as all lots have been sold to Owners, at which time Declarant shall turn over the duties of the Architectural Control Committee to the Association.

ARTICLE I

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot for a utility purpose for the benefit of this subdivision or access by the Declarant or its successors in interest, except that if any lot is purchased from the developer by an individual lot owner or builder, then said lot must be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) cars, but not less than two (2), and (with the approval of the Architectural Control Committee) an accessory building or structure for storage or other appropriate use, not in excess of a three car garage. Private garages, either attached or detached, as provided herein, shall not be for more than three motor vehicles, and if a Lot contains both an attached and a detached garage, the maximum size of both shall be only enough to contain four (4) regular motor vehicles, as determined by the Architectural Control Committee.

ARTICLE II

SITE AND PLAN APPROVAL. No building, fence, swimming pool or any other structure shall be erected, placed or altered on any premises in said development until the building plans, specifications and plot plan showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation by an architectural committee (Architectural Control Committee) composed of two (2) or three (3) persons designated and appointed by Declarant or its successors in interest. In the event said committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has then commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE III

DWELLING SIZE AND DRIVEWAYS. Except with prior written approval of the Architectural Control Committee, no one-story residential structure which has an area of less than one thousand six hundred (1,600) finished, heated square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. No one (1) and one-half (1/2) story residential structure which has an area of less than one thousand seven hundred (1,700) finished, heated square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. No two-story residential structure which has an area of less than one thousand eight hundred (1,800) finished, heated square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot. All driveways shall be concrete from street to each house, including parking area. Driveway piping shall be at least twenty-four (24) feet in width, with a minimum diameter of fifteen (15) inches, unless the Declarant or its successors in interest specifies otherwise. Driveway piping and temporary gravel driveways must be installed before any type of construction is commenced on any lot.

ARTICLE IV

BUILDING LOCATION. No building shall be located on any lot nearer to the front line than twenty (20) feet or nearer to the rear line than twenty (20) feet, or nearer to the side street than twenty (20) feet in the case of a corner lot. No building or garage shall be located nearer than fifteen (15) feet from an interior lot line, and no other permitted accessory building shall be located nearer than fifteen (15) 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. As shown on the above-referenced plat, lots adjacent to County Line Road are subject to a fifty (50) foot rear set back and berm and landscape buffer and lots adjacent to Benson Hardee Road are subject to a seventy (70) foot rear or side set back and berm and landscape buffer from said road. For purposes of this covenant, eaves, steps, chimneys and stoops shall not be considered part of a building. For purposes of this covenant, decks shall be considered part of a building. No portion of any building shall be permitted to encroach upon another lot. Declarant reserves the right to waive in writing any minor violation of this Article, and for the purposes hereof, any violation which does not exceed ten percent (10%) shall be considered a minor violation.

ARTICLE V

WATER PRESSURE VALVE. Each lot owner shall install at his own expense a pressure valve on incoming water lines that will limit the water pressure in the dwelling to a maximum of seventy (70) pounds per square inch.

ARTICLE VI

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front ten (10) feet of each lot, the rear ten (10) feet of each lot, and ten (10) feet on each sideline, unless shown in excess of such distances on any recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retire the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VII

NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be stored or regularly parked on the premises, and no tractors may be parked regularly upon the premises. One commercial truck per lot used by an occupant of said lot may be parked. No business activity or trade of any kind whatsoever, which shall include, but not be limited to, the use of any residence as a doctor's office, professional office of any kind, fraternity house, rooming or boarding house, antique or gift shop, shall be carried on upon any lot.

ARTICLE VIII

TEMPORARY STRUCTURES. Except as hereinbefore set forth, no trailer, tent, shack, barn or other out building, except a private garage for not more than three (3) cars, nor less two (2), or an out building not more than two hundred fifty (250) square feet in size, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Control Committee, no detached garage shall at any time be used for human habitation, either temporarily or permanently.

ARTICLE IX

FENCES. No fence, wall, hedge or mass planting shall be permitted beyond twenty (20) feet from the front lot line, except upon approval by the Architectural Control 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 Architectural Control Committee. The committee may issue guidelines detailing acceptable fence styles or specifications, but in no event shall hogwire be approved. Chainlink fencing shall not be visible from the front (or the front and the side, in the case of a corner lot) of any house located on a lot having such type of fencing.

ARTICLE X

ACCESSORY BUILDINGS. No accessory building of any nature whatsoever (including, but not limited to, detached garages, storage buildings, doghouses, and greenhouses) shall be placed on any lot without the prior written approval of the Architectural Control Committee, with said committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot. Under no circumstances shall metal storage buildings be permitted. All accessory buildings must conform to the same architectural style as the residence located on the same lot. Carports opening to the front of the house are expressly prohibited hereby.

ARTICLE XI

APPEARANCE. Each owner shall keep his building site free from tall grass, undergrowth, dead trees, trash and rubbish, and properly maintained so as to present a pleasing appearance within the subdivision. In the event an owner does not properly maintain his building site as above-provided, in the opinion of the Declarant and/or Architectural Control Committee, then Declarant (or its successors in interest), at its option, may have the site cleaned to its or the Architectural Control Committee's satisfaction, and the costs thus incurred shall be the responsibility of the lot owner. The costs of clean-up, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

Location of satellite television receivers must be approved in writing by the Architectural Control Committee, but in no event shall any receiver be visible from any road within the subdivision. Screening for satellite television receivers is subject to approval by the Architectural Control Committee. Communication towers are expressly prohibited. Stick-built homes, constructed on the premises, are expressly required; that is, no prefabricated or manufactured homes are permitted on any lot. All primary fuel storage tanks must be placed underground or out of sight from the front or side of the home. No inoperable motor vehicles may be parked on any lot.

At the option of the Declarant and/or the Architectural Control Committee, silt fences may be required to be erected during the period of construction of any structure to be located on any lot, to prevent erosion or other damage to adjoining lots. Construction and maintenance of same shall be borne by the lot owner. In the event an owner does not construct such a fence after being requested to do so by the Declarant and/or Architectural Control Committee, then Declarant (or its successors in interest), at its option, may have the fence erected, and the costs thus incurred shall be the responsibility of the lot owner. The costs of construction of such fence or fences, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

For ten years from date or until Declarant no longer owns any lot within the subdivision, Declarant shall appoint within its sole discretion the Architectural Control Committee. Thereafter if any homeowner believes a Architectural Control Committee should be appointed or the members changed, any record owner of any lot within the property shall have the right to call the first meeting of the homeowners by sending by registered or certified mail, return receipt requested, written notice of a proposed meeting for the election of an Architectural Control Committee, and the time and place of meeting (said meeting to take place no less than thirty (30) days following the mailing of such notice to all record owners at their last known addresses disclosed by the Johnston County Tax Listings).

At the record owner's meeting, each record owner shall have one vote for each lot owned. But, in no event shall any lot or any subdivision thereof have more than one vote, regardless of the number of record owners. A majority of the votes cast, in person or by signed proxy at a record owner's meeting, is required for the election of three members to constitute the Committee. Two thirds of the owners must appear in person or by proxy for a meeting to be valid. Further, at such meeting, the record owners by a majority of the votes cast in person or by signed proxy, shall select a Chairperson to manage the Committee. Thereafter any member of the Committee may call a meeting by following the notice procedure in the proceeding paragraph once per year.

ARTICLE XII 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 therefor, 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, 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 delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments relating to common open spaces shall be shared equally by the owners of each Lot.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the improvement and maintenance of the Entrance Signs, berms and landscaping

contained in the Reverse Street Landscape Buffers along County Line Road and Benson Hardee Road, such maintenance to include the cutting and removal of weeds and grass and the removal of trash and rubbish, planting plants, or any other maintenance or for the use and enjoyment of the Entrance Signs, berms and landscaping buffers, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against these areas, the employment of attorneys 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, signs, grading, landscaping and any other major expense for which the Association is responsible, and such other needs as may arise.

Section 3. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the last Lot to an Owner, the maximum annual assessment shall be \$120.00 per lot.

(a) After conveyance of all Lots by Declarant, the Owners may fix the annual assessment at an amount by a vote of a majority of the Owners.

Section 5. Special Assessments for Capital Improvements. 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 a capital improvement upon the Entrance Signs and berms and landscaping buffer, and in connection with exterior maintenance, including fixtures and personal property 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, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. 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 thirty (30) 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 sixty percent (60%) 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 7. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on a yearly basis, provided, however, that the assessment for Lots owned by Declarant which are not occupied as a residence, may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than twenty-five percent (25%) of the regular assessments for other Lots.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Lot to an Owner. Such annual assessments shall be paid pro-rated on a monthly basis. 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 the assessments on a specified Lot have been paid. Any certificate so given shall be conclusive evidence of payment of the assessments stated therein.

Section 9. 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 due date at the rate of six percent (6%) 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 in the same manner in which Deeds of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the N.C. General Statutes, or its successors, and in either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Permanent Common Open Space or abandonment of his Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the owner for said deficiency.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. 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 assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit 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.

Section 12. Bank Account. The Association shall maintain a separate bank account in the name of the Association for deposit and disbursement of all assessments and payment of all expenses as described herein.

ARTICLE XIII

ANIMALS. No animals of any kind, other than ordinary household pets, shall be kept or maintained on any part of said property. Poultry, consisting of no more than three (3) chickens, and no roosters, may be kept on a lot, only if housed and confined in an appropriate structure no larger than four feet by six feet, with a four feet by six feet enclosed run area, designed for the housing of chickens, and shall not be visible from any roadway. All dogs must be kept on a leash or in a pen or fenced area located in the rear of the lot behind the house and not visible from any road. No dogs shall be chained at any time. No aggressive or vicious dogs shall be kept or allowed to remain on any lot. One (1) horse is allowed on lots containing one (1) acre or more of area, provided a barn, which shall be the accessory building allowed in Article X above, shall be provided for the housing of any horse allowed under this Article.

ARTICLE XIV

PARKING. 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 in the subdivision. Owners of lots shall not be permitted to park boats, trailers, campers, commercial vehicles and all other similar property on the streets in the development, and such property shall not be permitted to be parked in the front yard or where it is highly visible from any streets within the subdivision.

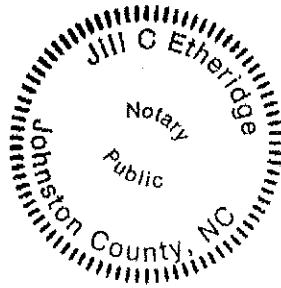
I, Jill C. Etheridge, a Notary Public for said County and State, do hereby certify that Nancy Dupree Canady and Robert Neal Catlett, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 9th day of November, 2018.

[Official Seal]

Jill C. Etheridge
Notary Public

My commission expires 8/23/2022



Filed in JOHNSTON COUNTY, NC
CRAIG OLIVE, Register of Deeds
Filed 04/30/2020 04:23:56 PM
DEED BOOK: 5582 PAGE: 8-10
INSTRUMENT # 2020657360
Real Estate Excise Tax \$0.00
Deputy/Assistant Register of Deeds moore

Prepared by and return to:
S. Vann Sauls, P.A.
Attorney at Law
13314 NC Highway 210
Benson, NC 27504

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THREE MEADOWS SUBDIVISION

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THREE MEADOWS SUBDIVISION (hereinafter, the "First Amendment") made this 31st day of March, 2020, by, Carroll Construction Homes, Inc. and Golden Properties and Development, Inc. (hereinafter, the "Declarant").

WITNESSETH:

WHEREAS, Déclarant recorded a Declaration of Covenants, Conditions And Restrictions for Three Meadows Subdivision, A Planned Community, on November 9, 2019, in Book 5247, Page 272, Johnston County Registry (hereinafter, the "Declaration"),

WHEREAS, Declarant amends Article III to add the following:

Section 2. Dwelling Specifications. Except with prior written approval of the Declarant or the Architectural Review Board, as the case may be, no dwelling shall be erected or allowed to remain on a Lots in Three Meadows having an area of the main structure, exclusive of open or screened porches, breezeways, carports, steps, garages and decks, of less than 1,450 square feet.


NOW THEREFORE, the Declarant, upon the written agreement of not less than sixty-seven percent (67%) of the lot owners, do hereby jointly declare that the following amendment shall be binding upon all parties having or acquiring any right, title or interest in the real property to the Declaration or any part thereof, and shall inure the benefit of each lot owner or successor in interest or assignee thereof;

1. This Amendment shall be effective from the date of redecoration in the Johnston County Registry.


2. Except as specifically amended hereinabove, the remaining provisions of the Declaration are ratified and affirmed and shall remain in full force and effect in all respects and applicable to all Lots, Improved Lots, Owners and Properties within Three Meadows Subdivision.

IN WITNESS WHEREOF, The Declarant have caused this instrument to be executed by authority duly given, and the Association has attached hereto its "Certificate of Validity of Amendment", in accordance with the provisions of the Act, all as of the date and year first above written.

GOLDEN PROPERTIES AND DEVELOPMENT, INC.

By: 
Name: Ron R. Lee
Title: President

CARROLL CONSTRUCTION HOMES, INC.

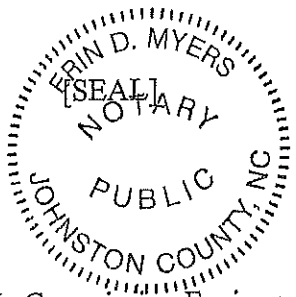
By: 
Name: Harold Glenn Carroll, Jr.
Title: President

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I, Erin D. Myers, the undersigned Notary Public of the State and County aforesaid, do hereby certify that Ron R. Lee personally appeared before me this day and acknowledged that he is the President of Golden Properties and Development, Inc. a North Carolina corporation (the "Corporation") and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by him/her as its Member.

WITNESS my hand and notarial stamp/seal, this the 31st day of March, 2020.



Erin D. Myers
Official Signature of Notary Public

Erin D. Myers
Printed or typed Notary Name

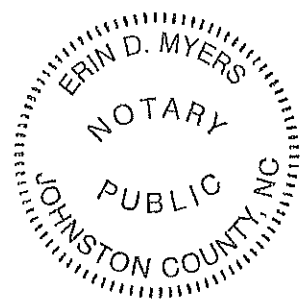
My Commission Expires: 03/04/2024

NORTH CAROLINA

Johnston COUNTY

I, the undersigned Notary Public of Johnston County and State aforesaid, certify that Harold Glenn Carroll, Jr., personally appeared before me this day and acknowledged that he is the President of Carroll Construction Homes, Inc., a North Carolina Corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name and on its behalf as its act and deed. Witness my hand and official stamp or seal, this the 29 day of April, 2020.

Erin D. Myers
Notary Public
Printed Name: Erin D Myers
My Commission Expires: 03/04/2024



Filed in JOHNSTON COUNTY, NC
CRAIG OLIVE, Register of Deeds
Filed 04/30/2020 04:23:56 PM
DEED BOOK: 5582 PAGE: 3-7
INSTRUMENT # 2020657359
Real Estate Excise Tax \$0.00
Deputy/Assistant Register of Deeds mmoore

PREPARED BY:
S. Vann Sauls, P.A.
Attorney at Law
13314 NC Hwy 210
Benson, North Carolina 27504

STATE OF NORTH CAROLINA

ASSIGNMENT OF DECLARANT'S RIGHTS

COUNTY OF JOHNSTON

This **Assignment of Declarant's Rights**, (this "Assignment") is made and entered into effective as of February , 2020 by and between Nancy Dupree Canady and Robert Neal Catlett ("Assignor"), and Golden Properties and Development, Inc. and Carroll Construction Homes, Inc., North Carolina Corporations ("Assignee").

WITNESSETH:

WHEREAS, in connection with the contemporaneous conveyance of title to real property subjected to or which may be subjected to the Declaration, Assignor has agreed to assign to Assignee all rights and obligations which Assignor has under the Assignment and Assignee has agreed to accept and assume the same.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Acceptance of Rights. Assignor hereby assigns, grants, releases and quitclaim unto Assignee all rights and obligations assigned to Assignor pursuant to the Assignment. Assignee hereby accepts all such rights and obligations under the Assignment.

2. No Warranties of Assignor. Assignor expressly disclaims any warranties of any nature whatsoever as to the rights assigned hereunder and Assignee accepts to acknowledge such disclaimer.

3. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. This Assignment shall be governed by and construed under the laws of the State of North Carolina.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their duly authorized signatories all as the act and deed of Assignor and Assignee as of the day and year first above written.

ASSIGNOR,

By: Nancy Dupree Canady (SEAL)
Nancy Dupree Canady

By: Robert Catlett (SEAL)
Robert Catlett

NORTH CAROLINA

JOHNSTON COUNTY

I, the undersigned Notary Public of Johnston County and State aforesaid, certify that Nancy Dupree Canady and Robert Neal Catlett personally appeared before me this day and acknowledged that he signed the foregoing instrument in its name and on its behalf as its act and deed. Witness my hand and official stamp or seal, this the 24 day of April, 2020.

Emi D. Myers

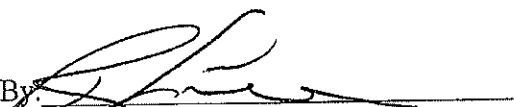
Notary Public

Name: Emi D. Myers

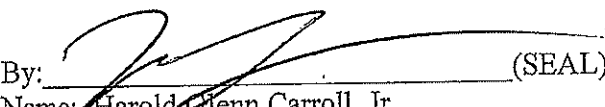
My Commission Expires: 03/04/2024

ASSIGNEE:

GOLDEN PROPERTIES AND DEVELOPMENT, INC.

By:  (SEAL)
Name: Ron R. Lee
Title: President

CARROLL CONSTRUCTION HOMES, INC.

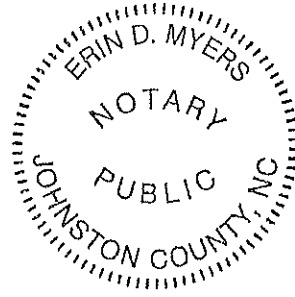
By:  (SEAL)
Name: Harold Glenn Carroll, Jr.
Title: President

NORTH CAROLINA

Johnston COUNTY

I, the undersigned Notary Public of Johnston County and State aforesaid, certify that Ron R. Lee, personally appeared before me this day and acknowledged that he is the President of Golden Properties and Development, Inc., a North Carolina Corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name and on its behalf as its act and deed. Witness my hand and official stamp or seal, this the 31st day of March, 2020.

Erin D. Myers
Notary Public
Printed Name: Erin D. Myers
My Commission Expires: 03/04/2024



NORTH CAROLINA

Johnston COUNTY

I, the undersigned Notary Public of Johnston County and State aforesaid, certify that Harold Glenn Carroll, Jr., personally appeared before me this day and acknowledged that he is the President of Carroll Construction Homes, Inc., a North Carolina Corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name and on its behalf as its act and deed. Witness my hand and official stamp or seal, this the 29 day of April, 2020.

Erin D. Myers
Notary Public
Printed Name: Erin D. Myers
My Commission Expires: 03/04/2024

