

EAGLES NEST PHASE III SUBDIVISION HOME OWNERS ASSOCIATION MANUAL

NORTH CAROLINA

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

JOHNSTON COUNTY

FOR EAGLES NEST PH III SUBDIVISION,

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is entered into this 20th day of April, 2018, between Douglas Y Perry (hereinafter "Declarant"), and Eagles Nest Phase III Association, Inc. (hereinafter "Association") and all parties hereafter acquiring any of the described property.

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract or parcel of land within the County of Johnston, State of North Carolina, containing 55.39 acres said parcel being recorded in Plat Book 83, Page 208, Johnston County Registry; and

WHEREAS, it is in the best interest of the Declarant and to the benefit, interest and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the property be established; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of said property; and for the continued maintenance and operation of any common area; and

WHEREAS, as the Covenants and Association documents would better serve the

property owners subject thereto if set forth in one document covering all lots to be developed in Eagles Nest Phase III Subdivision.

NOW THEREFORE, in consideration of the premises, 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.

ARTICLE I

PROPERTIES SUBJECT TO THIS DECLARATION

The property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Johnston, State of North Carolina, and is more particularly described as Eagles Nest Phase III containing 55.39 acres as shown on map and survey recorded in Plat Book 83_, Page _218_, Johnston County Registry, plus all the utility and access easements as shown on the aforesaid map. The Declarant hereby subjects the heretofore described property, to this Declaration and the jurisdiction of the Association.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Eagles Nest Phase III Association, Inc. its successors and assigns.

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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties with the exception of the Permanent Common Open Space.

Section 5. "Declarant" shall mean and refer to Douglas Y Perry, his successors and assigns.

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

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses of the common area and administration, maintenance, repair, or replacement;
- (c) Expenses declared to be common expenses by the provisions of this Declaration or the ByLaws;
- (d) Hazard, liability, or such other insurance premiums as the Declaration or the ByLaws may require the Association to purchase;
- (e) Ad valorem taxes and public assessment charges lawfully levied against common areas.
- (f) Expenses agreed by the members to be common expenses of the

Association.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment ingress and egress from and to public streets, walkways and mail box parking areas and such easement 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 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 published rules and regulations;
- (c) the right of the Association, in accordance with these Articles and Association ByLaws, to borrow money for the purpose of improving the Subdivision as determined by the Association.
- (d) the right of the Association to adopt, publish and enforce rules, ByLaws and regulations as provided in Article X.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Association ByLaws, his right of enjoyment to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. The Association may regulate the parking in the Subdivision.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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 they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional voting with respect to any Lot is hereby prohibited.

Class B. The Declarant shall be a Class B member and shall be entitled to override the votes of other members of the Association while there is Class B membership. The Class B membership shall cease and be converted to Class A membership upon the sale by Declarant of the last lot in Eagles Nest Phase IIIIt, with the exception of any retained lot for personal or investment use by the Declarant, unless sooner terminated.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Board 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. 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.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the safety, and welfare of the property owners and in particular for the acquisition, improvement and maintenance of the Common Open Space, including the maintenance, repair and reconstruction, such maintenance to include the cutting and removal of weeds and grass and the removal of trash and rubbish or any other maintenance or for the use and enjoyment of the Residence, 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 the procurement and maintenance of insurance in accordance with this Declaration, 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, paving, grading, landscaping and any other major expense for which the Association is responsible, and such other needs as may arise.

Section 3. Transfer Fees & 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 initiated by the payment of the Transfer Fee of \$ 150 Dollars by every member who buys a lot in Eagles Nest Phase III at the time of closing.. Note that this is a one time payment.

Section 4. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment (Dues) shall be \$ 30 Dollars per month, which shall be paid over to the Association,, to be mailed to Eagles Nest Association, Inc., at 2564 Holiday Ave, Zebulon, NC 27597. The first years dues shall be paid at the closing and be prorated to the first of the following January.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year by the Eagles Nest Association Board without a vote of membership by up to five percent (5%) of the previous year's assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the increase permitted in Section 4(a) above by a vote of two-thirds (2/3) of the 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. During the time period in which there is Class B Membership, the Declarant may fix the annual assessment, and increase the same beyond the five percent (5%) maximum, upon thirty (30) days' prior written notice to the remaining Members.

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., 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. During the time period in which there is Class B Membership, the Declarant may fix the special assessment upon thirty (30) days' prior written notice to the remaining Members.

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 4 or 5 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. No meetings shall be required during the time period in which there is a Class B Membership.

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 an annual basis. Provided, however, that no assessment will be due for Lots owned by Declarant which are not yet occupied.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lots on the date each Lot is conveyed to the first owner. Such annual assessments shall be paid ratably on an annual basis, the first payment being due at the closing, and every other following year, the payment being due on or before January 31 of each year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the assessment on a specified Lot have been paid.

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 a 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.. 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.

Section 12 Home Owners Association . The Declarant shall form a Homeowner's Association to administer, enforce, and maintain the subdivision. The Declarant shall administer the Association until 60% of the lots are sold. After the 60% are sold, the Homeowner's Association shall be turned over to the existing home owners. These home owners shall then meet and form a 9 member board from among the owners of the lots. This Board shall exercise control of the subdivision through the Homeowner's Association... The Homeowners Association Board that that has been elected will decide on all issues that come before the Association Board including how the entrance should be taken care of, the subdivision fencing system (if constructed), entrance sign planting, sign lighting, landscaping the common areas. The Homeowner's Association shall also be responsible for maintaining

Section 13 Terms These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of **twenty-five** years from the date

these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 13 Conflict between documents In the event of conflict between this document and the EAGLES NEST PHASE III SUBDIVISION PROTECTIVE COVENANTS or the HOMEOWNER'S ASSOCIATION DISCLOSURE AND ADDENDUM FORM , this document shall control.

ARTICLE VI

SITE AND PLAN APPROVAL

No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained on any premises in said development until the building plans, builder, specifications and plot 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, as to location of the improvements with respect to topography and finished ground elevation by the Declarant or the Homeowners Association. In the event said Declarant or Homeowners Association fails to approve or disapprove such design and location within sixty (60) 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 Article will be deemed to have been fully complied with. In no event shall any lot within the subdivision be subdivided into two or more building lots.

Section 1 Dwelling Size

Except with the prior written approval of the duly authorized representative of the declarant or Home Owner Board, any residential structure erected or placed on any lot shall have a minimum size as follows:

- A. One story dwelling with garage (not carport) -- 1300 square feet heated area, exclusive of any porches, breezeways, steps and garages.
- B. One story dwelling without garage__ 1400 square feet heated area, exclusive of any porches, breezeways, and steps.
- C. Two-story dwelling with garage must have a ground floor of at least 900 square feet and a total area of 1400 square feet.
- D. Two-story dwelling without garage must have at least 1600 square feet

ARTICLE VII

INSURANCE

Section 1. Insurance coverage on the Property shall be governed by the following provisions:

(a) Ownership of Policies. All insurance policies upon the common area shall be purchased by the Association for the benefit of all the Association and the Owners.

(b) Coverage. All personal property included in the Common Open Spaces and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

- (i) Loss or damage by fire and other hazards covered by the standard coverage endorsement, and
- (ii) Such other risks as from time to time shall be customarily covered
- (iii) Such policies shall contain clauses providing for waiver of surrogation.

(c) Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

(d) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as an assessment according to the provisions of Article III above.

(e) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interest may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustees under this Declaration. The sole duty of the Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the ByLaws and for the benefit of the Owners and their mortgagees in the following shares:

Section 2. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustees shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners as above provided.

Section 3. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, amend, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of each Lot and the Common Open Spaces. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

Section 2. Use of Properties. No portion of the Properties 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 his 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.

Section 3. Building Type. No building shall be erected, altered, placed or permitted to remain on any lot until the owner or builder of said building has obtained from the Declarant or his duly appointed Architectural Control Committee approval of the construction. Submission of plans and specifications for the construction may be required, but at a minimum, a form supplied by Declarant listing the materials to be used, as well as a building sketch, shall be required to be completed. Exterior materials shall be stone, brick, stucco, vinyl siding, or Hardiplank siding.

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 ½) stories in height and a private garage for not more than two (2) cars and (with the approval of the Architectural Control Committee) an accessory building or structure for storage or other appropriate use. If a residence contains an attached garage, then any detached garage in addition thereto must not be for more than one (1) car. If a residence does not contain an attached garage, then a detached garage may be constructed large enough to accommodate three (3) cars.

Section 4. Building Location. . No building shall be located on any lot nearer to the front lot line than 35 feet unless approved by the Declarant or the Home Owner Board in advance... No building shall be located on any lot nearer to a side street than 25 feet in the case of a corner lot. No building or garage shall be located nearer than 12 feet to an interior lot line and 40 feet to rear property line. The duly authorized representative of the declarant may for cause waive a violation of the setback requirement provided for herein. This waiver shall be executed in writing. Declarant or Home Owner Board reserves the right to waive in writing any minor violation of this article of this declaration, and for purpose hereof, any violation which does not exceed **twenty (20%)** percent shall be considered a minor violation. Declarant or Home Owner

Board reserves the right to waive these requirements if they pertain to the placement of an accessory building provided that said placement does not violate any applicable governmental zoning requirements.

On some lots, regulations imposed by the Johnston County Health Department may require the location of a house on a particular lot in such a manner as to cause a violation of the setbacks hereinabove set out. In such an event, the location of the house on said lot as dictated by compliance with the regulations of the Johnston County Health Department shall be deemed to comply with the setback requirements set forth herein. In such an event, the Declarant shall cause to be recorded in the office of the Register of deeds of Johnston County, a document stating the application of Johnston County Health Department regulations to a particular lot and that lot's compliance with the setback requirements for lots in the subdivision based on compliance with the setback requirements imposed by the Johnston County Health Department.

Section 5. Period of Construction. Construction must begin on any lot purchased within 2 years from the purchased date and completed within 3 years of the purchase date. If construction is not started within 2 years after purchase date of the lot, the lot must be offered back to the developer at the original lot price. If the house is not completed within 3 years of the purchase date of the lot, the lot and unfinished house must be offered back to the developer at the original lot cost plus the appraised value of the unfinished house. These starting and completion times may be extended, no more than 10%, by the representative of the declarant or Home Owner Board.

Section 6. Nuisance. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or

annoyance to the neighborhood. No signs or billboards shall be stored or regularly parked on the premises, and no commercial trucks or tractors may be parked regularly upon the premises. 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.

The use of all-terrain vehicles, including, but not limited to, three-wheelers, four-wheelers (except that golf carts are allowed), dirt bikes and go-carts, on the properties or in the community is expressly prohibited hereby. The use of firearms, including, but not limited to, "B-B" and pellet guns, on the properties or in the community is expressly prohibited hereby.

Section 7. Animals. No animals, livestock or poultry of any kind other than ordinary household pets, shall be kept or maintained on any part of said property. Dogs must be contained within their owners' lots, or on leashes. Incessant barking or other offensive activities by household pets shall be considered noxious and offensive activities and shall not be permitted.

Section 8. Driveways. Driveway piping and temporary gravel driveways must be installed before any type of construction is commenced on any lot. Property owners must comply with all appropriate zoning regulations regarding installation of driveways, including special rules for flares and tiles. All driveways shall be concrete.

Section 9. Temporary Structures. No structure of a temporary character, including, but not limited to, a trailer, mobile home, tent, shack or other outbuilding shall be erected or placed on any lot covered by these covenants. No transmission receiving devices such as HAM radio towers shall be placed or erected on any lot. All above ground swimming pools shall be located

at the rear of house and screened so it does not show from the streets or adjacent houses. No outside storage of campers or other type seasonal vehicle may be parked on premises unless out of site from subdivision streets. Excluding small fishing boats, no automobiles or trucks, without valid up-to-date license plates, shall be permitted upon said premises, unless said automobiles or trucks are kept in an enclosed storage area to the rear of any dwelling; it being the intent of this covenant to prevent unused or abandoned vehicles upon any building lot and to prevent the unsightliness of same. All trailers must be stored to the rear of the house so as not to be visible from the street. Satellite dishes shall be permitted so long as the dish does not exceed 2 feet in diameter and is located behind the dwelling unit. Mailboxes (i.e. CBU's - cluster box units) will be furnished and installed at the entrance to the subdivision by the developer. One mailbox unit will be assigned to each lot. No detached garage shall at any time be used for human habitation, either temporarily or permanently.

Section 10. Driveways and Fences . All drives are to be concrete. Any lot requiring a drive in excess of 100 feet must have concrete a minimum of 100 feet from the road.

Fencing must not exceed a height of 60 inches and may be chain linked must be approved by an authorized representative of the declarant or the Home Owner Board. Fencing not visible from street may, if approved, may exceed 60 inches. The fences must start from the rear corners of the house and extend a maximum of 20 ft from the side of the house on either side of the house. All fences must be approved on a per lot basis. In no event will a fence of any type be permitted in front yards.

Section 11. 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.

Section 12. 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, then Declarant (or her successors in interest), at her option, may have the site cleaned to her 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 her 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. No clothes line shall be permitted if visible from any road within the subdivision. Trash cans must be located as to not be visible from any road within the subdivision. Screening for satellite television receivers, clothes lines, and trash cans are subject to approval by the Architectural Control Committee. Communication towers are expressly prohibited. All primary fuel storage tanks must be placed underground. Home curtain foundation wall as expressly prohibited unless approval for same is first obtained, in writing, from the Architectural Control Committee. Individual on-site mailboxes are expressly prohibited unless otherwise approved, it

being the Declarant's intent that the Declarant shall provide a mail center for all property owners. No inoperable motor vehicles, or those motor vehicles not registered with a Department of Motor Vehicles, may be parked on any lot if visible from any road within the subdivision.

At the option of the Declarant, 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, then Declarant (or his successors in interest), at his 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 his successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

ARTICLE IX

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, the rear ten (10) feet, and 7.5 feet on each side line of each lot, 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 X

PARKING

Adequate off-street parking shall be provided by the owner of each lot for parking, and owners of lots and their agents shall not be permitted to park their vehicles on the streets.

ARTICLE XI

STREET LIGHTING

Declarant has contracted with Wake Electric Company or its successors to provide street lighting for the subdivision. The cost for the operation of the street lights shall be paid for by Association.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, and the aggrieved party may request restraint of the violation or damages resulting from said violation.

Section 2. Severability. Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any other provisions 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. While Declarant owns any lot within the subdivision, or for such shorter period as allowed by law, Declarant shall have the absolute right to amend these

Homeowners Association Provisions, which amendment or amendments shall be binding upon all property owners within the subdivision. Thereafter, these Homeowners Association Provisions may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners.

Section 4. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the Johnston County Register of Deeds office, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

Section 5. If any amendment to these covenants, conditions, and restrictions is executed, each such amendment shall be delivered to the Board of Directors of this Association.

Thereupon, the Board of Directors shall, within thirty (30) days, do the following:

- (a) Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of members and shall not be required to cause any title to any Lot to be examined.)
- (b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS, CONDITIONS
AND RESTRICTIONS OF EAGLES NEST SUBDIVISION..

EAGLES NEST ASSOCIATION INC.

By: _____
 President

Section 6. Management and Contract Rights of Association. Declarant may enter into a contract with a Management company manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption, or ratification of the terms and conditions of such contract. Any contract or lease entered into by Declarant or by the Association while Declarant is in control thereof shall contain a provision allowing the Association to terminate such contract without justification or penalty after transfer or management by Declarant to the Association.

Section 7. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (g) receive written notice of any proposed action that requires the content of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed, and the Homeowners Association has caused this instrument to be executed, by authority of its Board of Directors, this 13 day of APR, 2018.

Douglas Y Perry (SEAL)
Douglas Y Perry

EAGLES NEST PHASE III ASSOCIATION, INC.

By: _____, President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that DOUGLAS Y PERRY personally appeared before me this day and acknowledged the execution of the foregoing instrument.

PATSY A. ROWE
NOTARY PUBLIC
FRANKLIN COUNTY, N.C.
My Commission Expires 6/25/21

my hand and notarial seal, this the 13 day of April, ~~2004~~ ^{2018 PR}

Patsy A. Rowe
Notary Public

My Commission Expires: 6/25/21

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is President of EAGLES NEST PHASE III Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp, this _____ day of _____, 2018.

My commission expires _____ Notary Public