

Prepared by and Mail to: James H. Slaughter, Black, Slaughter & Black, P.A.
P.O. Box 41027, Greensboro, NC 27404

NORTH CAROLINA
FORSYTH COUNTY

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR MILLHAVEN LANDING

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR MILLHAVEN LANDING is made this 27th day of November, 2018.

WITNESSETH:

WHEREAS, by the following instruments recorded in the Forsyth County Registry, Declarant subjected MILLHAVEN LANDING (the "Property") to the following Declaration of Covenants, Conditions and Restrictions for Millhaven Landing (the "Declaration") and amendments to the same:

- a) Book 2564, Page 2981 on May 12, 2005; and
- b) Book 2809, Page 1642 on January 30, 2008.

WHEREAS, the Declaration applies to and runs with the land described in the Plat Books and Pages of the Forsyth County Register of Deeds, including the following:

- a) Plat Book 47, Page 146;
- b) Plat Book 48, Page 193;
- c) Plat Book 48, Page 195;
- d) Plat Book 49, Page 150;
- e) Plat Book 50, Page 162;
- f) Plat Book 53, Page 168;
- g) Plat Book 59, Page 24;
- h) Plat Book 59, Page 25;
- i) Plat Book 60, Page 73;
- j) Plat Book 60, Page 89;
- k) Plat Book 60, Page 160;
- l) Plat Book 61, Page 187;
- m) Plat Book 62, Page 73;
- n) Plat Book 63, Page 21;

- o) Plat Book 63, Page 23;
- p) Plat Book 63, Page 73;
- q) Plat Book 63, Page 152;
- r) Plat Book 64, Page 17;
- s) Plat Book 64, Page 18;
- t) Plat Book 64, Page 56;
- u) Plat Book 64, Page 125;
- v) Plat Book 65, Page 55;
- w) Plat Book 65, Page 158;
- x) Plat Book 66, Page 8;
- y) Plat Book 66, Page 119;
- z) Plat Book 67, Page 189; and
- aa) Plat Book 68, Page 129;

WHEREAS, the Declaration provide that any for so long as the Declarant Elite Living, LLC, is a Class B Member, the Declarant shall have the absolute right to amend the Declaration at any time, and Declarant is still a Class B Member; and

WHEREAS, this instrument is executed to provide for the following Amended and Restated Declaration.

NOW THEREFORE, the Declaration is hereby further amended to read as follows:

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MILLHAVEN LANDING**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MILLHAVEN LANDING, hereinafter referred to as "Declaration," is made and effective on the date it is recorded in the Office of the Register of Deeds of Forsyth County, North Carolina.

All of the Property described herein 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, such 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, and shall inure to the benefit of each owner thereof. The provisions of this Declaration will create mutual and equitable servitudes, reciprocal rights, and privity of contract and estate upon each lot and lot owner in the Development in favor of all other lots and lot owners.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to MILLHAVEN LANDING HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner (other than Declarant), 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 a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in the original Declaration and exhibits, and such additions thereto as may have been brought within the jurisdiction of the Association.

Section 4. "Common Elements" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The "Common Elements" are referred to as "Common Elements", as shown on the recorded plat. The numbered lots are not a part of the Common Elements.

Section 5. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the "Common Elements".

Section 6. "Declarant" shall mean and refer to Winston-Salem Classic Living, LLC and its successors and/or assigns.

ARTICLE II
DEVELOPMENTAL RIGHTS

Declarant hereby reserves the right to develop future Phases of Millhaven Landing on the Properties. Each firm, person or corporation who purchases lots in future Phases shall purchase said lots subject to these Declaration of Covenants, Conditions and Restrictions and each firm, person or corporation will automatically become members of Millhaven Landing Homeowners' Association, Inc. together with all rights afforded to each lot owner in the Bylaws, but subject to the requirement of said Homeowners' Association Bylaws.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner and Declarant shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association, after notice and an opportunity to be heard, to suspend privileges or services provided by the Association, including voting rights (but not rights of access to lots), during any period that assessments or other amounts due and owing to the association remain unpaid for a period of 30 days or longer, or to impose reasonable fines or suspend privileges or services provided by the Association, including voting rights (but not rights of access to lots), for reasonable periods for violations of the declaration, bylaws, and rules and regulations of the Association;
- (b) the right of the Association to dedicate or transfer all of any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by at least sixty six and two thirds percent (66 2/3 %) of each class of members, agreeing to such dedication or transfer, has been recorded;
- (c) the right of the Association to impose regulations for the use and enjoyment of the Common Elements and improvements thereon, which regulations may further restrict the use of the Common Elements.

Section 2. Declaration of Use. Declarant and Owner may delegate, in accordance with the Bylaws, their rights of enjoyment of the Common Elements and facilities to the members of their families, their tenants, or contract purchasers who reside on the property.

Section 3. Declarant's Right to Maintain Office in Clubhouse. Until such time as it no longer owns any Lots, Declarant shall be entitled to utilize sufficient space, in its sole discretion, within the clubhouse facility contained within the Common Elements for the purpose of maintaining a sales office.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Declarant and every Owner of a Lot which is subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership or 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be only the Declarant, and it shall be entitled to eight (8) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.
- (b) upon resignation of Declarant as a Class B member.

ARTICLE V
COVENANT FOR MAINTENANCE AND ASSESSMENT

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest at up to the highest rate allowed by law, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be 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. In the event that the Association shall fail to pay any taxes or assessments when due, each lot owned shall owe a pro-rata share of said tax or assessment when due, each lot owner shall owe a pro-rata share of said tax or assessment which shall be established in accordance with the Winston-Salem City Ordinances as amended from time to time. Said pro-rata share shall become a lien on each property owner's lot in favor of the City of Winston-Salem.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the

Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, including the maintenance, construction, reconstruction and repair of water and sewer lines, roads walkways, clubhouse and related facilities, and storm water systems and pond roads located within the Common Elements and to promote the use and enjoyment of the Common Elements, including but not limited to, the payment of taxes and assessments assessed against the Common Elements, the procurement and maintenance of such insurance, including liability insurance, as may be determined in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, garbage and trash collection services, street lighting, maintenance and landscaping of Common Elements, restoration of Common Elements improvements and party walls in event of destruction or damage, to provide for exterior maintenance upon each Lot which is subject to assessment hereunder as provided in Article VII, Section 3 below, and such other needs as may arise. The Assessments levied by the association shall be used as required or deemed appropriate by the association for the repair and/or maintenance of the permanent wet detention pond. Repairs and maintenance shall include but are not limited to the cost of repairs, replacements, and additions, and the cost of labor, equipment materials management and supervision. Assessments shall also provide for the procurement and maintenance of liability insurance, the provision of adequate reserves for the replacement of major structures incorporated into the permanent wet detention pond, and such other needs as may arise.

Section 3. Maximum Assessment. Beginning January 1, 2019, the maximum assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot per month, for a total maximum annual assessment of Two Thousand Eight Hundred Eighty Dollars (\$2,880.00).

Subsequent to January 1, 2019:

- (a) the maximum annual assessment shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed fifteen percent (15%) of the maximum annual assessment of the previous year; and
- (b) the maximum annual assessment may be increased without limit by a vote of at least sixty six and two thirds percent (66 2/3%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

At any time the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

The annual assessment shall consist of the following two components:

- (1) an amount, payable per Lot, which shall be applied for all the uses specified in Section 2; and
- (2) an amount, payable based upon the type of structure located upon each Lot, which shall be accumulated annually to establish a reserve, and expended as necessary, to provide for exterior maintenance upon each Lot which is subject to assessment hereunder as provided in Article VII, Section 2 below.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty six and two thirds percent (66 2/3%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots owned by Class A members and may be collected on a monthly basis.

Each Lot owned by the Declarant shall be assessed for both annual and or special assessments at the rate of twenty-five percent (25%) of the assessment for Lots owned by Class A members. Notwithstanding the foregoing, the Declarant may elect, in its absolute discretion, to pay a sum equal to the difference between the gross assessments received by the Association from all Class A members and the total expenses incurred by the Association with respect to its obligations hereunder (so as to make up the deficit between revenues and expenses in the annual budget of the Association) in lieu of any and all annual and/or special assessments with respect to any and all Lots owned by Declarant.

The above assessments for a particular Lot owned by the Declarant shall terminate immediately upon the transfer of said Lot from the Declarant to a Class A member; and thereafter, the full one hundred percent (100%) assessment for such Lot shall apply.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members in accordance with the Bylaws of the Association. At the first such meeting called, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of 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 preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein may be collected on a monthly basis and shall commence as to all Lots on the first day of the month following conveyance of the Common Elements. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment against each Lot and send written notice of each assessment of every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any

Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at up to the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost and reasonable attorney's fees of such action of foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

DEFAULT BY ASSOCIATION

Upon default by the Owners' Association in the payment to the jurisdiction entitled thereto of any assessments for public improvements or ad valorem taxes levied against the Common Elements, which default shall continue for a period of six (6) months, each owner of a lot in the development shall become personally obligated to pay to the jurisdiction a portion of the taxes or assessments in an amount determined by dividing the total taxes and/or assessments due to the jurisdiction by the total number of lots in the development. If the sum is not paid by the owner within thirty (30) days following receipt of notice of the amount due, the sum shall become a continuing lien on the property of the owner, his heirs, devisees, personal representatives, and assigns. The taxing or assessing jurisdiction may either bring an action at law against the owner personally obligated to pay the same, or may elect to foreclose the lien against the property of the owner.

ARTICLE VII

MAINTENANCE OF LANDSCAPING, FACILITIES, EXTERIORS, WATER AND SEWER LINES, AND DETENTION POND

Section 1. Maintenance of Landscaping. The Association is responsible for maintaining the general landscaping of all Common Elements.

Section 2. Maintenance of Facilities. The Association is responsible for maintaining the

roads, clubhouse and other facilities of the Association within the Common Elements.

Section 3. Exterior Maintenance. In addition to maintenance upon the Common Elements, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: painting, repair, replacement and care of roofs, exterior building surfaces, fences, driveways, rock walls, trees, shrubs, grass, walks, patios, exterior light fixtures (excluding lightbulbs), other exterior improvements, pest control, and the painting only of exterior doors and previously painted garage doors. However, Owners are responsible for windows, glass surfaces, porch or window screens, exterior doors, garage doors, storm doors, outside ceiling fans on porches, and exterior building surfaces altered or damaged by Owner attachments. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests or invitees, or is caused by fire, fire lightning, windstorm, hail explosion, riot, attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Section 4. Maintenance of Detention Pond. The Association is responsible for maintaining the completed permanent wet detention pond as directed by the governmental office having jurisdiction for watershed protection. If the Association should be dissolved or cease to exist, then in that event all Owners at the time of required maintenance shall be jointly and severally liable for any and all costs attendant thereto.

Section 5. Maintenance of Water and Sewer Lines. The water and sewer lines and all appurtenances thereto located within the Common Elements shall be owned, maintained and operated by the Association in accordance with all permits issued by any State or local Authority. The Association shall allocate in its yearly budget and set aside account monies in a separate fund to be used to repair, maintain or reconstruct said water and sewer lines and appurtenances thereto should same become necessary. In the event of a voluntary dissolution by the Association, the Association shall first transfer said water and sewer lines and all appurtenances thereto to some other person, corporation or other entity acceptable to and approved by the North Carolina Environmental Management Commission.

Section 6. Insurance. The Association shall be responsible for sufficiently insuring all Common Elements and shall be responsible for paying the cost of all such insurance. Each Owner shall be responsible for insuring any structures built on their Lot against loss or damage by fire or casualty and shall be responsible for insuring any structures built on their Lot against loss or damage by fire or casualty and shall be responsible for paying the costs of such insurance. Owners shall be required to carry sufficient all-peril insurance to cover 100% of the replacement cost of any structure constructed on the Lot and the contents thereof and, in addition, general liability insurance, including bodily injury, death and property damage, for a combined single limit of Three Hundred Thousand Dollars (\$300,000). Owners shall name the Association as an additional

insured such that the Association shall be entitled to receive notification of cancellation of such insurance policies. In the event of non-payment of any premium for insurance required hereunder, the Association is authorized to pay such premium and sums so paid shall become a lien upon the Lot which shall be enforceable in the same manner and to the same extent as provided herein for enforcement of assessments. Owners shall be obligated to apply the full amount of any insurance proceeds to the rebuilding or repair of any structure constructed on a Lot.

Section 7. Maintenance of Party Walls. The Association is responsible for the establishment and maintenance of party walls within the Common Elements and shall restore the same in the event they are damaged or destroyed.

ARTICLE VIII **EASEMENTS**

Section 1. Utilities and Drainage. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition, easements for installation and maintenance of utilities and drainage facilities not shown on the recorded plat, including, water lines, sewer lines, gutter lines, gas lines and that area used for French drains are reserved. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 2. Easement of Owner Over Common Elements. The Owner of each Lot on which a dwelling is situated shall have the right at any time to enter upon the Common Elements adjoining said Owner's Lot. The Owner of each Lot upon which a dwelling is situated shall also have the right of ingress, egress and regress over and across the driveways located in the common Elements leading to each unit.

Section 3. Unintentional Encroachments. If any portion of the common Elements encroaches upon any unit or any unit encroaches upon any other unit or upon any portion of the common Elements as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same shall exist so long as the building stands. If the building, the unit, any adjoining unit, or any adjoining part of the common Elements, shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the common Elements upon any unit or of any unit upon any other unit or upon any portion of the common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

Section 4. Reservation of Easement by Declarant. Declarant reserves the right of access, ingress and egress over the Common Elements for the purpose of discharging Declarant's obligations and reservation of rights hereunder, specifically including a nonexclusive easement of access, ingress, egress by Declarant over the Common Elements and other Properties for the purpose of developing future Phases of Millhaven Landing.

Section 5. Reciprocal Easements for Maintenance of Sewer Lines. The Owner of each Lot, by acceptance of the deed for said Lot from the Declarant, shall have an easement over the Common Elements and any adjacent lot necessary for the maintenance and repair of the sewer line serving the dwelling situated upon said Owner's Lot.

ARTICLE IX

ARCHITECTURAL CONTROL

No building, awning, fence, wall or other structure or any planting or removal of vegetation of any type shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials and location of the same shall have been submitted to an approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant or maintenance of public utilities so long as said development follows the general plan of development of the Properties previously approved by the FHA/VA.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Failure by the Declarant, the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by affirmative vote or written agreement signed by Lot owners of Lots to which at least sixty seven percent (67%) of the votes in the association are allocated. Any amendment must be properly recorded. Amendments to Declarations, Bylaws or Article of Incorporation relating to the maintenance and ownership of the permanent wet detention pond shall not be permitted without review and approval by the governmental office having jurisdiction for watershed protection.

ARTICLE XI RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used for other than residential purposes. No greater than ten percent (10%) of the units located on the Lots shall be used as rental premises; provided, however, that notwithstanding the foregoing prohibition each Owner shall be permitted to rent the unit located on their Lot for a period of no greater than fourteen (14) days no more than two (2) times per calendar year. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than: (1) one attached, single family dwelling not to exceed two and one half stories in height (hereinafter the "dwelling") and (2) two private garages, attached to the dwelling, for not more than two automobiles each. The garage space attached to the dwelling is not to be considered living space and is to be utilized as non-habitable space only. No Owner or other occupant of the dwelling shall reside in such garage space. If any Owner elects to utilize the garage space attached to the dwelling for any purpose other than the storage of an automobile or automobiles, then such Owner shall forfeit two (2) of the four (4) parking spaces allocated to such Owner by the Association. Two (2) parking spaces are allocated to each Lot within the garage, and two (2) additional parking spaces are allocated to each Lot in front of the unit's garage.

Section 2. Driveways. Paved driveways are required for each dwelling.

Section 3. Keeping of Animals. No animals, reptiles, rodents, birds, livestock or poultry shall be kept on any Lot or elsewhere within the Project except that a Lot may have up to two (2) total domestic dogs and/or cats with an aggregate weight of no greater than seventy-five (75) pounds and a reasonable number of fish or birds or rodents inside cages may be kept as household pets on any Lot; provided, however, that no Owner shall own, keep, possess or maintain, or allow to be kept, possessed or maintained, on any Lot any animal in such a manner as to constitute a nuisance under applicable law, ordinance or under Section 5 of this Article XI. By way of example and not of limitation, it shall be considered a nuisance and a violation of this Section 3 by such Owner if the Owner fails to keep any such animal on a leash and under the control of such Owner at all times when such animal is outside the Owner's unit or if any such animal shall exhibit any aggressive behavior whatsoever, in the judgment and sole discretion of the Association.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

Section 5. Signs. Except as may be permitted by the Board of Directors, no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 6. Miscellaneous Lot Restrictions.

- (a) No clotheslines are permitted.
- (b) No additional structures shall be placed on the property.

- (c) No satellite dishes may be placed on the property with a diameter of more than eighteen inches (18").
- (d) No motorhomes, boats, trailers, and/or junk automobiles may be placed on the Lots. Major repairs to vehicles, including painting and the drainage of automobile fluids, are not permitted except within garages.
- (e) Patio areas are to be kept neat with only patio furniture, outdoor grills and/or house plants located thereon.
- (f) No sports or play equipment may remain on any Lot overnight.
- (g) Each Lot shall be maintained and preserved in a clean, orderly, and attractive manner.
- (h) Trash, garbage, or other waste shall be kept in sanitary containers in a garage or in such manner that such containers shall be screened from view except on day of collection, and removed from the street within 24 hours after collection.
- (i) There shall be one joint townhome yard sale per year. No individual yard sales on Lots shall be permitted.
- (j) No additions, including without limitation ornaments, edging material, sports equipment or play equipment, are allowed within the common elements.

ELITE LIVING, LLC

BY:

John W. Hodges, Jr.

NORTH CAROLINA

Forsyth COUNTY

I, a Notary Public of the County and State aforesaid, certify that John W. Hodges, Jr. personally came before me this day and acknowledged that he/she is President of Elite Living, LLC, and that he/she, President being authorized to do so, executed the foregoing on behalf of Elite Living, LLC.

WITNESS my hand and official stamp or seal, this 27th day of November, 2018.



Kimberly W. Hernandez
Notary Public

Kimberly W. Hernandez
Printed Name

My commission expires:

July 25, 2020