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by: AMANDA M. GARRETT
REGISTER OF DEEDS
BOOK 378 PAGE 214

PREPARED BY: ALAN S. HICKS
ATTORNEY AT LAW

NORTH CAROLINA
PERSON COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAUREL FLATS

THIS DECLARATION, made this the ⁴⁴29 day of May, 2002, by Laurel Flats, LLC, a North Carolina Limited Liability Company with office and place of business in Person County, North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain real property lying and being in Flat River Township, Person County, North Carolina and more particularly described as follows (the "Property"):

Being all of what is shown as lots 1 through 18, inclusive, on that plat of survey entitled "LAUREL FLATS", surveyed by Hamlett-Jennings & Associates, Neal C. Hamlett, PLS, dated April, 2002 and of record in Plat Cabinet 12, Hanger 931 & 932, Person County Registry, which plat is specifically incorporated by reference herein for greater certainty of description.

AND WHEREAS, the Declarant desires, for the benefit of the Property and for the benefit of future purchasers of any portion of the Property, that same shall be subjected to certain covenants, conditions, easements, assessments and restrictions governing and regulating the use and occupancy thereof;

AND WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the Property;

NOW THEREFORE, in order to carry into effect such purpose, and in order that the Property might afford a maximum beneficial use to any owner of any part thereof for residential purposes, Declarant hereby declares that all of the Property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following provisions, restrictions, conditions, easements, assessments and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

- a. Association shall mean Laurel Flats Owners Association, Inc., a nonprofit corporation organized and existing under the laws of the state of North Carolina, its successors and assigns.
- b. Declarant shall mean the signatories to this document, their successors and assigns.
- c. Declaration shall mean this document and any subsequent amendments or additions hereto.
- d. Owner shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, including contract sellers, but excluding

those having an interest merely as security for the performance of an obligation, and shall further include the record owner of fee simple title to any lot which is shown upon any subdivision map for any Property hereafter subjected to the terms, provisions and conditions of this declaration.

e. **Property** shall mean and refer to all or any portion of that certain real property hereinabove described and such additions thereto as may hereafter be brought within the provisions of the Declaration and the jurisdiction of the Association.

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PROPERTY SUBJECT TO DECLARATION

a. **Properties Subject.** The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Flat River Township, Person County, North Carolina and is more particularly described as hereinafter set forth. Only the above described property is hereby made subject to this declaration, provided, however, Declarant reserves the right to subject other real property to the restrictions set forth herein as hereinafter set out.

b. **Annexation of Additional Properties.** The Declarant may, but is not required to, annex additional lands to become a part of the Property governed by the Declaration. In addition, the association may annex additional land upon the affirmative vote of two-thirds of both the Class A membership and Class B membership of the association at a meeting at which a quorum is present and which has been duly called for this purpose.

c. **Supplementary Declaration.** Each addition to the Property herein authorized shall be made by filing of record one or more supplementary declarations with respect to the lands to be then made subject to this Declaration, thereby extending the jurisdiction of the Association to such lands and subjecting same to all of the provisions hereof. Each such supplementary declaration may contain complimentary additions and modifications of the covenants, conditions and restrictions herein contained as may be necessary to reflect the different character of the added property, provided, however, that any such supplemental declaration shall not revoke or otherwise amend the provisions of this declaration relative to the property hereby made subject thereto.

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OWNERS ASSOCIATION

a. **Membership and Voting Rights.** Every owner of each lot which is subject to this declaration shall automatically be a member of the Laurel Flats Owners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject hereto. The Association shall have two classes of voting membership:

(1) **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.

(2) **Class B.** The Class B member (s) shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

b. **Assessments.** All of the Class A members, by acceptance of a deed for any lot within the property, including the party of the first part once its membership has converted to Class A as provided above, covenant and agree as follows:

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(1) **Lien and Personal Obligation of Assessments.** To pay annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney 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, cost and reasonable attorney fees, shall also be the personal obligation of the owner of each lot, and such personal obligation, whether for any delinquent assessments and/or future assessments, shall remain the personal obligation of such owner and shall not pass to any successor in title unless expressly assumed by him.

(2) **Purpose of Assessments.** The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine, including maintenance, operation, improvement and protection of the Property, its roads and other facilities, enforcing this Declaration and, in addition, doing any other things necessary or desirable in the opinion of the Association.

(3) **Maximum Annual Assessment.** Unless and until changed by action of the Association, the maximum annual assessment shall be \$ _____ per lot. The maximum annual assessment, once instituted, may be increased each year by the Association in an amount not to exceed five percent (5%) above the maximum assessment for the previous year. In order to increase the annual assessment above this amount, an affirmative vote of two-thirds of the membership present, in person or proxy, at a meeting duly called for this purpose, shall be required.

(4) **Notice Requirements.** Written notice of any meeting called for the purpose of taking any action authorized under Subsections b (2) or (3) of this Section 3 shall be sent to all members not less than thirty nor more than sixty days in advance of the meeting.

(5) **Uniform Rate of Assessment.** Annual assessments must be fixed at a uniform rate for all lots, except those owned by the Declarant prior to the time when its Class B membership converts to Class A membership pursuant to the provisions of Subsection (a) of this Section 3. Assessments may be collected on a monthly, quarterly or annual basis, as determined by the Association. Owners of lots purchased in the midst of a calendar year will pay at closing a prorated portion of the assessment for the year in which closing occurs.

(6) **Commencement and Accrual of Assessments.** The annual assessments shall not commence until affirmatively adopted by Declarant or the Association. Initially and thereafter, the Association shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every owner subject thereto on or after March 1 of each year; and shall be payable within thirty days after the date of said notice. The Association shall, upon request, furnish a certificate signed by an officer of the Association setting forth the status of assessments with respect to a specified lot.

(7) **Non-Payment of Assessments.** Any assessment not paid within thirty days after the due date shall bear interest thereafter at the then maximum legal rate. The Association, its agent or representative, may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney fees of such action of foreclosure shall be added to the amount of the assessment due. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

(8) **Subordination to Mortgage Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any

lot shall not affect the assessment lien. However, the sale or transfer of any lot

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.

c. **Meetings of Association.** The initial meeting of the Association will be called by the Declarant by written notice to all other owners, not less than fifteen (15) days in advance thereof. The timing of such initial meetings shall be in the sole discretion of the Declarant, and any functions assigned to the Association by this agreement will be performed by the Declarant until such time as said meeting is held. At the initial meeting, the members will elect officers, adopt by-laws and otherwise determine the organizational structure of the Association. Thereafter, a meeting of the owners shall be held at least annually, during the month of May of each year.

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ARCHITECTURAL CONTROL

a. **Architectural Review Committee.** No building, fence, wall or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Declarant, or in the event the Declarant assigns this right and duty to the Association, or at such time as the Declarant no longer owns any lots subject to this Declaration, then by an architectural committee composed of three or more representatives appointed by the Association (all or any combination of which are hereafter referred to as "Architectural Committee"). In the event that the Architectural Committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this provision will be deemed to have been fully complied with. Upon giving approval to such plans and specifications, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans as have been previously approved by the Architectural Committee, and Declarant or the Association shall be entitled to stop any construction which is in violation of the approved plans or any of the other provisions of this Declaration. The Architectural Committee shall not be responsible for any structural or other defect in plans or specifications submitted to it or in any structure erected according to such plans and specifications.

b. **Variations.** The Architectural Committee shall have power to and may, but shall not be required to, allow adjustments of the conditions and restrictions herein contained in order to overcome practical difficulties and prevent unnecessary hardships in the application of the requirements of this declaration, provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment shall not be materially detrimental or injurious to other property or improvements. Variations and adjustments of height, size and set back requirements may be granted hereunder.

c. **Dwelling Quality and Size.** Any dwelling constructed thereon shall not exceed two and one-half stories in height (exclusive of basement). No dwelling containing less than 1800 square feet of finished, heated living area, exclusive of basements, garages, carports, storage areas, breezeways and stoops shall be erected upon any lot. All structures erected shall be of good standard quality workmanship and the materials used therein shall be of standard and approved quality. No double-wide or single-wide mobile homes, whether on-frame or off-frame, shall be permitted, without regard to whether same are placed upon a permanent foundation. Modular homes are not prohibited, so long as they have a minimum roof pitch of 6/12, minimum roof overhang of 8 inches and are not less than one and one-half stories high. All dwellings shall be served by private wells and individual septic systems, the construction, operation and maintenance of which shall be in full compliance with all

applicable county and state building codes and health regulations.

d. **Building Location.** All buildings shall have a minimum set back of at least fifty feet from any highway or subdivision road right of way, twenty feet from any side lot line.

e. **Building Completion.** The exterior of all dwellings and other structures must be completed within twelve months after the commencement of construction, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

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LAND USE CONTROL

The Property shall be used only for single family residential and related purposes. Use of any portion of the Property shall further be governed as follows:

a. **Subdivision.** No lot shall be subdivided other than by Declarant, except by means of a written and recorded instrument indicating that such subdivision has been approved by Declarant. Declarant hereby expressly reserves to itself, its successors and assigns, the right to re-plat any lot shown on any subdivision plat of any portion of the property, so long as all resulting lots have a minimum size of at least one acre. This Declaration shall apply to any such re-platted lots as if the resulting lots had been originally platted in such manner.

b. **Accumulation of Water.** No swimming pool or other excavation which may reasonably be expected to contain accumulations of water may be constructed upon any lot without the prior written consent of Declarant.

c. **Refuse.** No garbage or trash shall be burned, and no portion of the Property shall be used or maintained as a site for the storage of refuse. All garbage, trash or other refuse shall be kept in clean and covered receptacles located either to the rear of the residence or in an enclosed structure, such that same shall not be visible from any public or private road right-of-way. Property owners are required to have all refuse removed from the Property not less frequently than weekly.

d. **Satellite Dishes.** No ground mounted full sized satellite signal receiving dish shall be erected upon any lot without the prior written consent of the Declarant or the Committee, it being the purpose hereof to insure that same shall not unreasonably interfere with the rights and privileges of other lot owners and that the presence of such a devise is sufficiently screened from view in order to minimize its visibility.

e. **Mail Receptacles.** The design, construction material and quality, color and location of all mail receptacles must be consistent with the residence and other approved structures to which same is appurtenant, and require the prior approval of Declarant or the Architectural Committee consistent with Section 4 hereof.

f. **Outdoor Clothes Drying.** Clotheslines and other similar devices shall be located so as not to be visible from all road rights-of-way.

g. **Fuel Storage.** No fuel tanks or other similar storage receptacles may be exposed to view. Any such receptacles may be installed only in an accessory building, within a screened area, or buried underground.

h. **Recreation Equipment.** All recreation equipment, including, but not limited to, swings, picnic tables, grills, sand boxes, playpens and toys shall be located to the rear of the residence and must be maintained in a neat and orderly manner.

i. **Driveways.** All driveways installed to reach any portion of the property from the subdivision road must use a pipe sufficient size and length to meet North Carolina

Department of Transportation standards then in effect for connection to a public road. All driveways must be paved with concrete for the entire length of the driveway or forty feet from its intersection with the development road, whichever is less.

j. **Animals.** Except as specifically authorized herein, no animals or fowl of any kind, other than indoor household pets and horses, may be kept or maintained on any part of the Property. Not more than two indoor household pets, and not more than one horse per _____ acres of the Property, may be kept, provided: (i) they are not kept, bred or maintained for any commercial purpose; (ii) with respect to horses or household pets when outside the residence, they are either within a fenced enclosure or are physically controlled by a responsible person by virtue of a leash or reins, not simply tethered to an inanimate object; and (iii) they are not allowed to become a nuisance, whether by the making of noise, constituting a threat to persons or property, or otherwise. Outside kennels or other structures designed to shelter household pets are prohibited. Any stable structure designed to shelter horses, and any fenced enclosure allowed herein for any permitted animal, are subject to the applicable requirements of Section 4 hereof.

k. **Parking.** Adequate off street parking shall be provided by the owner of each lot for the parking of the automobiles of the residents of any dwelling constructed thereon. All automobiles shall be parked in a driveway, carport or garage. Any boats, campers, utility trailers, mowers, tractors or other tools and equipment shall be stored in a garage or an accessory building approved pursuant to the provisions of Section 4 hereof, or in the rear yard so as not to be visible from the subdivision street.

l. **Vegetative Buffer.** A vegetative buffer, whether natural or cultivated, shall be maintained by each owner for a width of not less than ten feet along the common boundary with each adjoining lot. This requirement shall be subject to exception on a case by case basis, for good cause shown, upon individual application to the Architectural Committee.

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PROHIBITED ACTIVITIES

The following restrictions must be observed by the owner of any portion of the Property, and by all guests and invitees:

a. **Nuisance.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding Property owners. This shall include, without limitation, exterior lighting or any device or thing of any sort whose normal activity or existence is, in the judgement of the Declarant, in any way noxious, dangerous, unsightly, unpleasant, or of a nature such as to actually or potentially diminish or destroy the enjoyment of the remainder of the Property by the owners thereof. Any facility with mechanical or other equipment that creates unreasonable noise, odors, glare, vibrations, electrical disturbances or unsightly views beyond the lot on which same is located is strictly prohibited.

b. **Commercial Activity.** No business activity, trade or profession of any kind whatsoever shall be carried on or practiced upon any of the subject Property. No trade materials or inventories shall be stored upon the premises.

c. **Motor Vehicles.** No motor vehicles or equipment of any kind shall be regularly stored upon the Property except in enclosed garages. No motor vehicles may be parked upon the roadway serving the Property in such a manner as to prohibit reasonable use of such roadways for purposes of ingress and egress. No motorized vehicles not validly registered and licensed as required by State law shall be operated within any portion of the Property, and no unlicensed operator may operate any vehicle within any portion of the Property.

d. **Signage.** No signs or billboards shall be erected or maintained on the premises; however, this does not prohibit location of real estate signs upon any lot for the purpose of advertising such lot for sale.

c. Firearms. No hunting or the discharge of firearms shall be conducted on any portion of the Property.

f. Temporary or Appurtenant Structures. No structure of temporary character, whether trailer, basement, tent, shack or barn shall be erected or placed on any lot covered by this Declaration. Any building of any kind detached from the main residence must receive the prior written approval of Declarant and may not be for separate residential purposes, other than for the use of the occupants of the principal residence.

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EASEMENTS AND RIGHTS OF ENTRY

a. Right-of-Way and Utility Easements. An easement extending throughout the entire width of all private roadways serving lots which are a part of the Property is specifically reserved by Declarant for roadway purposes and for public utility and drainage purposes, and Declarant does reserve unto itself and its successors, heirs and assigns, the right to go upon such easements for the purpose of maintaining roadways and installing utility services and providing drainage. However, Declarant assumes no responsibility for extending utility services to any individual lot hereby restricted. The Declarant further reserves the right to determine any other location of necessary rights of way or easements for utility purposes, and the right to subject the Property to contract with utility companies for the installation of underground electric cables which may require an initial contribution, and/or the installation of street lighting, which will require a continuing monthly payment to the utility provider by the owners of each lot within the Property. All utility lines serving an individual lot must be placed underground at the expense of the lot owner to the extent that such underground placement is possible consistent with the requirements and regulations of the applicable utility provider. Electrical service will be provided by Declarant in the right of way of access roads serving the Property, it being understood that it is the sole responsibility of the individual lot owners to extend same from that point to serve their individual lots. The Declarant reserves the right to subject the Property to easements for the extension of septic drain line and the location of drain fields off-site relative to any portion of the Property on which a private septic system cannot be completely self-contained under applicable governmental regulations. The Declarant also reserves the right to consent on behalf of the parties of the second part, and to execute any and all documentation for and on behalf of the parties of the second part, required in order to petition the North Carolina Department of Transportation to accept the development roads into the state highway system for maintenance purposes, and to grant to the North Carolina Department of Transportation the necessary easements for the road rights of way required in order to effectuate same.

b. Easements of Access. Each and every owner is hereby granted an easement to pass over, use and enjoy all development roads and any other open spaces which may subsequently be designated as common areas. The Declarant reserves the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical and safe installation and service of roadways and utilities. The Declarant reserves to itself, its successors and assigns every reasonable use and enjoyment of the development roads and all other lands subsequently designated as common areas in a manner not inconsistent with the provisions hereof.

c. Right of Entry. The Declarant reserves for itself, its successors and assigns, the right to enter upon any lot, such entry to be made by personnel with suitable equipment, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth and for the purpose of building, repairing or otherwise enforcing the provisions of these covenants, which entry shall in no event be deemed to be a trespass.

MAINTENANCE

a. **During Construction.** During construction, the contractor or owner must keep the building site reasonably clean. All building debris, stumps, trees and other refuse must be removed from the Property as often as necessary in order to keep same in a neat and attractive condition. Such debris will not be dumped or allowed to remain on any part of the Property.

b. **Buildings and Grounds.** It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds tending to substantially decrease the beauty and value of the neighborhood as a whole or the specific area affected. No weeds, underbrush or unsightly growth shall be permitted to grow or remain on any part of any lot and no refuse pile or unsightly accumulation shall be allowed to be placed or suffered to remain upon any portion of the Property. Where lots border on or contain ditches, drainage canals, ponds, swells or streams, the owner thereof shall keep that area, including the slopes down to the edge of the water, mowed and maintained regularly. Washouts or erosion on any portion of the Property shall be properly attended to by the respective owner.

c. **Roads.** The development roads serving the property from the state road have been constructed by the Declarant to North Carolina Department of Transportation specification in order to make them eligible, once required residential density is attained, to be accepted for state maintenance. In the interim, the type and timing of any maintenance required to keep the roads in an all weather condition reasonably suitable for residential and emergency vehicular traffic shall be determined by the Declarant or the Association, with the cost thereof being payable from Association funds obtained from annual assessments.

INSURANCE

a. **Property Owner.** Each property owner shall insure improvements to his property for its replacement cost value against loss by fire or other hazards.

b. **Repair or Replacement of Damaged or Destroyed Property.** In the event of damage or destruction by fire or other casualty to any improvements, the owner shall, within thirty (30) days of receipt of insurance proceeds, but in no event later than six months from the date of such damage or destruction, either (i) commence reconstruction of the damaged or destroyed structure, or (ii) clear the lot upon which the damaged or destroyed structure is located of all debris and re-seed the entire lot. In the event that (i) restoration of the structure is commenced but is terminated before completion thereof and such termination continues for a period of at least ninety (90) days; or (ii) the lot is not cleared of debris within thirty (30) days after commencement of clearance; or (iii) restoration or commencement of clearance of the lot does not occur within said six month period, the Declarant shall have the right, but not the obligation, to clear the lot of debris and re-seed same. The cost of such repairs shall be an expense attributable to the lot and shall become an immediately due and payable special assessment against the lot, collectable in the same manner as any other assessment. In the event that a lot is cleared and re-seeded as allowed hereunder, then it shall be the obligation of the owner thereof to continue to properly maintain the lot.

VIOLATIONS OF DECLARATION

a. **Enforcement.** The Declarant, the Association or any other owner of any portion of the Property shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed pursuant to the provisions of these covenants. In addition, Declarant or the Association shall

have the right, but not the obligation, whenever there exists on any portion of the Property any condition which is in violation of this declaration, to summarily abate or remove same at the expense of the owner if, after 30 days prior written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass, and the party taking such abatement or removal action shall be entitled to recover the reasonable costs thereof from the violating party. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the continuing right to do so thereafter. The person or persons against whom any enforcement action shall also be required to pay all reasonable expenses incurred by those bringing the enforcement action, including reasonable attorney fees, which expenses may be taxed as a part of the costs awarded in any legal action, or may be recovered pursuant to all legal remedies allowed for the collection of debts.

b. Subordination of Lien. The lien which may be created for the expense of abatement or removal of any condition in violation of these covenants shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

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GENERAL PROVISIONS

a. Duration and Amendment. The covenants and restrictions herein contained shall run with and shall be binding upon the Property for a term of twenty (20) years from the date of recordation of this document, after which time same shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 75% of the owners of the Property has been recorded, agreeing to change these covenants in whole or in part.

b. Binding Effect. The provisions of these covenants, both negative and affirmative and including, without limitation, the covenant to pay assessments, shall be binding upon and shall inure to the benefit of each lot and the owner of each lot, their heirs, successors and assigns.

c. Severability. Invalidation of any one or more of the provisions of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, all of which shall remain in full force and effect.

d. Headings. Headings are inserted only for convenience of reference and are in now way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

e. Construction. In all cases, the provisions of these covenants shall be construed together and shall be given that interpretation or construction which will best allow for strict enforcement and, if necessary, the provisions hereof shall be so extended or enlarged by implication as to make them fully effective consistent with the intent hereof.

f. Waiver. No failure or neglect on the part of any party entitled to enforce any of the provisions hereof, to demand or insist upon the observance thereof or to proceed for the restraint of violation thereof shall be deemed a waiver of any such violation. Nor shall a waiver or variance from any of the provisions hereof on any one occasion be in any way deemed a waiver of right to enforce the same or any other provision hereof on any other occasion.

IN WITNESS WHEREOF, the Declarant has caused the duly authorized execution hereof, this the day and year first above written.

LAUREL FLATS, LLC

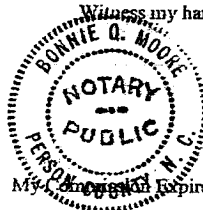
By: Donald W. Wilson (SEAL)
Donald W. Wilson, Manager

By: Thomas D. Long (SEAL)
Thomas D. Long, Manager

NORTH CAROLINA
PERSON COUNTY

I, Bonnie O. Moore, a Notary Public of the aforesaid State and County do hereby certify that Donald W. Wilson and Thomas D. Long, Managers of Laurel Flats, LLC, personally appeared before me this date and duly acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 29 day of May, 2002.



Bonnie O. Moore
Notary Public

NORTH CAROLINA
PERSON COUNTY

The foregoing certificate of Bonnie O. Moore (Person Co, NC), a Notary Public of the governmental unit designated, is acknowledged to be correct. Let this instrument and this certificate be registered.

Filed for registration on the 30th day of MAY, 2002, at 3:37:00 o'clock P.m., and duly recorded in the Office of the Register of Deeds of Person County, North Carolina, in Book 378, Page 214.

Amanda W. Garrett
Register of Deeds
Amanda W. Garrett

