

**DECLARATION OF PROTECTIVE COVENANTS and ROADWAY
MAINTENANCE AGREEMENT FOR WEAVER'S CORNER SUBDIVISION
PROPERTY OF DANSFIELD, LLC
PERSON COUNTY, NORTH CAROLINA**

Prepared by and return to: James W. Tolin, Jr.,
112 South Main St.
Roxboro, N.C. 27573

**NORTH CAROLINA
PERSON COUNTY**

This Declaration, agreement and covenant, made and entered into this 21st day of January, 2014, by and between Dansfield , LLC, a North Carolina Limited Liability Co., (the "Declarant"), and its successors in title to any portion of the lands hereinafter described, parties of the second part;

WITNESSETH:

THAT WHEREAS, Declarant is seized of fee simple absolute in and to real property located in Flat River Township, Person County, North Carolina, and being more particularly described as follows:

Lying and being in Roxboro Township, Person County, North Carolina and being that parcel of land described by plat of survey entitled "PLAT OF SURVEY WEAVER'S CORNER", prepared by Neal C. Hamlett, Surveyor, dated July 2007, recorded in Plat Cabinet 16, Hanger 39, Person County Registry. This being the identical property conveyed to the Declarant by deed recorded in Deed Book 837, Page 731, Person County Registry

The above described property and future subdivision of the above described property shall hereinafter be referred to as "the property" .

AND WHEREAS, Declarant desires to restrict the use of the aforescribed property for the benefit of itself and for the benefit of its successors in title;

NOW THEREFORE, in consideration of the premises, Declarant hereby covenants and agrees with purchasers of the various lots of the property described and referred to aforesaid, and with each of them, that the property described and referred to above is and shall be held and shall be conveyed subject to the restrictions, reservations, covenants, conditions, servitudes, easements, agreements, liens and charges set forth hereinafter, which is hereby covenanted and agreed shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and the several purchasers, their heirs, successors and assigns, and shall be binding upon all of the aforescribed real property.

I.**CREATION OF WEAVER'S CORNER HOMEOWNERS ASSOCIATION**

Section 1. There shall be created Weaver's Corner Homeowners Association of Person County, Inc., a non-profit corporation doing business in the State of North Carolina, (the "Homeowners Association"). The Homeowners Association shall be incorporated in accordance with North Carolina General Statute Sec. 47F-3-101.

Section 2. . The members of the Homeowners Association shall be the owners of all lots of the property with each lot being entitled to one voting membership.

Section 3. The purpose of the Homeowners Association shall be to provide for maintenance and upkeep of the roads contained in the subdivision, common areas, land use buffers and landscape easements; collection of charges upon the various lots in the subdivision as set out hereinafter, and other powers as needed to maintain said subdivision.

Section 4. Meeting of Members. There shall be an annual meeting of the members of the Homeowners Association between January 1 and June 1 of each year beginning January, 2014, at which time officers shall be elected to conduct the affairs of the Homeowners Association. In addition to the annual meeting of members, there may be special meetings of members called by the President or Secretary-Treasurer of the Homeowners Association or by at least three members of the Homeowners Association. Notice of all meetings shall be mailed by the Secretary-Treasurer by first class mail to the last known address of each member of the Homeowners Association at least five days prior to the special meeting. It shall be the duty of each member of the Homeowners Association to keep the Secretary-Treasurer advised as to his or her mailing address.

Section 5. Quorum. Twenty percent of the members shall constitute a quorum for all meetings of members.

Section 6. Subdivision Architectural Review Committee. There shall be a Weaver's Corner Subdivision Architectural Review Committee (the " Review Committee") of one or more persons to be appointed by the Declarant. After all lots in the subdivision are sold, the Review Committee may be changed by action of the Homeowners Association as to number of members and who the members are.

Section 7. Officers.

(a). The officers of the Homeowners Association shall consist of a President and Secretary-Treasurer who shall be elected at the annual meeting of members and each officer shall hold office until his death, resignation, retirement, removal, disqualification or his successors shall have been elected and qualified.

(b). President. The President shall be the principal executive officer of the Homeowners Association and subject to the control of the members, shall in general supervise and control all of the business and affairs of the Homeowners Association. He shall, when present, preside over all meetings of the members. He shall sign, with the secretary, any deeds, mortgages, bonds, contract, or other instruments which the members have authorized to be executed.

(c). Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of the meeting of the members, see that all notices are duly given in accordance with the provisions of this document; keep a register of the Post Office address of each member, sign with the President any deeds, mortgages, bonds, contracts, or other instruments which the members have authorized to be executed; have charge and custody of and responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such depositories as shall be selected by the Secretary-Treasurer.

II.
ANNUAL ASSESSMENTS
CREATION OF CHARGE UPON THE PROPERTY

Section 1. Declarant, for each parcel of property subject hereto owned by it, hereby covenants, and each purchaser of any parcel of the property, whether purchased from Declarant or another, by the acceptance of a deed therefor, shall, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Homeowners Association an annual assessment or charge to be fixed, established and collected from time to time as hereinafter provided. Each installment of the annual assessment or charge when due shall become a lien upon the parcel of the property against or on account of the ownership of which such assessment or charge is made. Each parcel of subject property, except as hereafter mentioned, unless owned by Declarant, is hereby made subject to a continuing lien to secure the payment of each installment of such assessment or charge when due.

Such charge shall be in an amount to be fixed from year to year by the Homeowners Association. The annual assessment shall be \$200.00 per year until changed by action of the Homeowners Association

Section 2. The annual assessment charge for any year shall become due and payable on the first day of January of each year and shall be payable to the Secretary-Treasurer of the Homeowners Association. The purchaser of each lot shall at the time of purchase of his lot pay to the Declarant, as reimbursement as described above, a prorated portion of the annual assessment calculated by multiplying the annual assessment for the year of the purchase by the number of days remaining after the purchase date and then dividing this amount by the number of days in the calendar year. If any assessment is not paid by the specified due date on the invoice there shall be added to the assessment a late charge of \$50.00 per month for each month, or fraction of month, the assessment is not paid.

Section 3. Upon the failure of the owner of any parcel of the property to pay any such charge or installment thereof when due, the Homeowners Association shall have the right to collect the amount thereof, plus reasonable attorney's fees and court cost, by an action at law against the owner as for a debt, and may bring suit for the foreclosure of the lien thereof upon said parcel of the property, and bring and maintain such other suits and proceedings at law or in equity as may be available (and such remedies shall be cumulative and not exclusive). Such rights and powers shall continue in the Homeowners Association, and the lien of such charge shall be deemed to run with the land: and the successive owners of each parcel of the property, by the acceptance of deeds therefor shall be deemed personally to assume and agree to pay all such charges as shall become a lien thereon during their ownership thereof.

Section 4. The charges created by this Article and the lien thereof shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the property or any parcel thereof: provided, however, that such subordination shall apply only to the charges which shall have become payable prior to the sale of such parcel pursuant to a foreclosure of such instrument. Such sale shall not relieve such parcel from liability for charges thereafter becoming due hereunder nor from the lien of any charge or installment thereof thereafter becoming due, and the purchaser at such sale by the acceptance of the deed shall be deemed personally to assume and agree to pay all such charges or installments thereof thereafter becoming due.

Section 5. The following property subject to this Declaration shall be exempted from the charge created by this Article: (a) all streets whether dedicated to any municipal authority, owned by the Homeowners Association, or created by easement; (b) open space while devoted to common use, however owned; (c) all property owned or leased by the Homeowners Association; (d) all land taken by or sold or granted any public authority for public improvements or uses; (e) all property owned by or leased to a public utility operating under a certificate of convenience and necessity issued by an appropriate State or Federal agency; (f) all other property exempted from taxation by the laws of the State of North Carolina, upon the terms and the extent of such legal exemption; (g) all property owned by the Declarant. In addition, any lot(s) on which is being constructed, or has been constructed, a speculation house, which is owned by a licensed general

contractor, shall not be required to pay the charge created by the Article for a period of one year after lot purchase.

Section 6. The monies collected by virtue of the charges or assessments or the lien created by this Article shall be paid to the Homeowners Association to be used for maintenance and upkeep of common areas, buffers and landscape easements.

Section 7. The Homeowners Association shall not be obligated to spend in any one calendar year all of the sums collected during such year by way of charges, and may carry forward to surplus any balances remaining; nor shall the Association be obliged to apply any such surpluses to the reduction of charges in the succeeding year, but may carry forward from year to year such surplus as the Homeowners Association in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 8. If at any time the monies collected by virtue of the charges or assessments or the lien created by this Article shall not be sufficient to meet expenditures which the Homeowners Association shall deem necessary in the furtherance of the purposes of the Association, the Homeowners Association shall have authority in its absolute discretion to borrow money in anticipation of revenue upon such terms and security and for such periods not exceeding one year as it may determine, and in fixing the charge for succeeding year the Homeowners Association shall have the power to include such sums as may be necessary to provide for the repayment of such advance with interest.

Section 9. The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Homeowners Association or the owner of any land included in the property, their respective legal representative, heirs, successors, and assigns: and failure by the Homeowners Association or any owners to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter to the same breach or as to one occurring prior or subsequent thereto.

Section 10. Neither Homeowners Association, nor the Declarant shall be liable in any way for failure or omission to take action of any kind for the enforcement of any restriction or violation thereof.

III. TERM AND AMENDMENTS

Section 1. Term. All of the restrictions set forth or provided for in this Declaration (or any supplementary Declaration) shall be deemed covenants running with the land, and any and every conveyance of any part of the property shall be absolutely subject to the said restrictions whether or not it shall be so expressed in the deed or other conveyance thereof. The said restrictions shall continue with full force and effect against both the property and the owner thereof, and all persons claiming under them, unless amended as hereinafter provided, until January 2, 2043, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless not less than two (2) months prior to January 1, 2043, or not less than two (2) months prior to the expiration of any successive ten (10) year period thereafter, a written agreement shall be recorded in the Office of the Register of Deeds of Person County, by the terms of which any of said restrictions may be changed, modified, or extinguished in whole or in part as to all of the property or such part thereon as may be described in the said agreement, in the manner and to the extent set forth in said agreement, which shall be duly executed and acknowledged by the then owners of record or more than one-half in area of the premises therein described which are then subject to this Declaration and subject to the payment of the charges created by Article II hereof. In the event that any such written agreement of change or modification be duly executed and recorded, the original restrictions as therein modified shall continue in force for successive period of ten (10) years each unless and until further changed, modified, or extinguished in the manner herein provided. Such agreement when recorded shall be effective as of January 1, 2043, or as of the end of the succeeding ten (10) year period during which said agreement shall be recorded.

Section 2. Amendment by Declarant. The Declarant reserves the right to amend these restrictive covenants at any time in his sole discretion until all of the property area subject to these restrictions is sold by the Declarant.

IV

RESTRICTIVE COVENANTS

Section 1. Plan Review. No dwelling, including the garage, whether attached or detached from the main dwelling, outbuilding, fence or any other structure shall be constructed, situated, or allowed to remain on any lot, unless the plans and specifications (including but not limited to exterior paint & trim colors, roof shingles & color) and location of the same shall have been approved in writing by the Review Committee. The approval or disapproval of specifications, plan, and location to be made by the Review Committee shall be reasonable and made in good faith. All parties to these Covenants, whether Declarant, lot owner, or prospective purchaser, acknowledge that such approval shall take into account the nature of the improvements and the harmony of the proposed improvements with the surroundings, other buildings within the subdivision and topography of the lot. It is the intent of this Declaration of Restrictions and Covenants to promote the maximum maintenance of all trees and the natural setting and appearance of the lots.

Each lot owner shall prior to the commencement of construction submit a copy of the proposed plans and specifications, including site plan and landscaping plan, to the Review Committee. Approval of such plan, specifications, site plan and landscape plan shall be evidenced by written endorsement of the Review Committee on such plans and maps, copies of which shall be delivered to the owner or owners of the lot upon which the prospective structure is contemplated prior to the beginning of construction. No external structural changes or deviation in or from such plans and specifications as approved shall be made without the prior written consent of the Review Committee.

The Declarant, or the Review Committee shall be entitled to injunctive relief to stop or require the modifications, relocation, or removal of any construction in violation of these restrictions.

Section 2. Single Family Dwellings. No structure other than one single family dwelling to be used for residential purposes, and accessory non-residential outbuildings not exceeding 500 square feet, and a detached two car garage will be permitted.

Section 3. Size of Dwellings. No dwelling shall be erected or placed on any lot that has a permanently enclosed and heated living area of less than 1300 square feet.

Section 4. Detached Garages and Outbuildings. No outbuilding of any kind that is larger than a two (2) car garage will be permitted. Any outbuilding or detached garage is to be constructed in architectural conformity with the construction of the residence. Any outbuilding must be located to the rear of the main residence and must have permanent foundations. No metal buildings shall be allowed.

Section 5. Building Setbacks. All structures, excluding well houses not exceeding 3' X 3', must have at least a 45' or more front setback (corner lots are considered to have double frontage regardless of drive access), 20' side and 25' rear setbacks.

Section 6. Driveways. All driveways are to be paved with concrete. All driveway pipes must be at least 15 inches in diameter and constructed of reinforced concrete.

Section 7. Swimming Pools. No above or below ground swimming pools shall be allowed.

Section 8. Fuel Tanks. All fuel tanks shall be located underground.

Section 9. Exterior Lights. Any exterior lights shall be installed and shielded so as not to disturb abutting or nearby neighbors. The location, type and light output of all exterior

lights that are not attached to the dwelling shall be approved by the Review Committee prior to installation.

Section 10. Vehicles, Campers and Boats. Unlicensed motor vehicles, recreational vehicles, campers, boats shall be concealed from public view. On street parking of lot owner's vehicles shall be prohibited. No more than four licensed vehicles shall remain on any lot in the subdivision unless the lot owner has overnight guests or a special event. Guest vehicles shall not remain on any lot for more than twenty-four consecutive hours.

Section 11. Fruit and/or Vegetable Gardens. Fruit and/or vegetable gardens must be located to the rear of the main residence.

Section 12. Junk Storage. The exterior storage of junk, including but not limited to appliances, motor vehicle parts, inoperable machinery is prohibited.

Section 13. Telephone/Cable and Utility Connections. All telephone/cable and utility connections between the main lines and the structures located on the lots shall be concealed and located underground.

Section 14. Fence Placement. Fences are prohibited in front of the main residence. Plans to be approved prior to construction by the Review Committee. Chain link fences are prohibited.

Section 15. Trash/Garbage Receptacles. Trash, garbage or other waste shall be kept in sanitary containers which are screened from view and located behind the main residence, except that containers may be placed at the road side up to twenty-four (24) hours prior to scheduled collection.

Section 16. Signs. All signs other than "For Sale" or "For Rent" signs not exceeding 2' X 4' in size to be placed within the subdivision must be approved by the Declarant, its successor or assigns. Declarant shall be permitted to maintain signs for promoting sales for lots it owns, even though the signs may exceed 2' X 4'.

Section 17. Maintenance Responsibility. Each lot owner shall maintain and preserve his lot in a clean, sanitary, orderly and attractive appearance within the spirit of the development. Lot Owners shall be responsible for maintaining that portion of the street right-of-way between their lots and portion of the street right-of-way between their lots and the pavement.

Section 18. Residential Repair/Alteration. Construction of new residential buildings only, and subsequent repair, alteration and remodeling, shall be permitted on any lot.

Section 19. Animals. No animals or poultry, with the exception of domestic pets shall be kept or maintained on any lot. No more than two domestic pets may be kept on any lot and only if reasonable regulation of control and sanitation is provided. Domestic pets may not be kept, bred or maintained for any commercial purpose. In the event that pets are allowed on any area of a lot not fenced as provided in Section 14 above, they shall be contained only within an invisible fence enclosure which shall include a properly functioning invisible fence installed within the boundary lines of the lot and all pets shall wear properly functioning invisible fence transmitters. Dog pens are prohibited.

Section 20. Business Activities. No business activity, trade, or profession of any kind shall be carried or practiced on any lot except office type activities that do not cause increased vehicular traffic in the subdivision and/or are not apparent from the exterior of the home.

Section 21. Foundation and Exterior Requirements. All foundations shall be brick, all houses shall have gutters and all exterior surfaces shall be of brick, stone, concrete siding or vinyl material.

Section 22. Yard Maintenance. All lot owners shall plant and maintain grass and shrubbery on all parts of their lot(s) except those areas containing dense tree growth.

Section 23. Mobile / Manufactured Homes

No manufactured/HUD Code single wide home (commonly known as single wide mobile home), double wide manufactured /HUD Code homes (double-wide mobile homes) off-frame modular homes, or on-frame modular shall be allowed or maintained upon any lot. Only conventional "stick built" homes shall be built, allowed or maintained on any lot.

Section 24. Roofs

The roof pitch of any structure built within the subdivision shall be five-twelfths (5/12) or greater and all roofs must be constructed with 30 year roofing material. No roof shall be of metal construction.

Section 25. Swing Sets-Children's Toys

A swing set must be approved by the Review Committee as to placement, construction and design before it is place on any lot. Swing sets must be of wood construction. All swing sets and children's toys shall be kept in the back yards of all lots.

Section 26. Mailboxes

All mailboxes shall be of identical design, color and material as determined by the Declarant.

Section 27.. Covenants and Restrictions Binding. All covenants and restrictions shall apply to all lots within Weaver's Corner Subdivision and any additions thereto, purchased hereafter from the Developer or any other party.

Invalidation of any one or more of these restrictions shall in no way affect any of the other provisions of expressly held to be void, and all other such provisions shall remain in full force and effect.

Dansfield, LLC

by: _____

Daniel M. Talbert, Sr.
Member/Manager

PERSON COUNTY, NORTH CAROLINA

I, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Daniel M. Talbert, Sr.

Date: _____

Notary Public

My commission expires: _____

(SEAL)