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MRS. JUDITH M. ADAMS  
REGISTER OF DEEDS  
MOORE COUNTY, N.C.

Recording Time, Book and Page

DRAFTED BY:  
D.T. SCARBOROUGH III, ESQ  
PARKS PATE & SCARBOROUGH LLP  
PO BOX 1669  
PINEHURST, NC 28370

BRIEF DESCRIPTION FOR INDEX  
Declaration of Restrictions - Tufts Plantation

**DECLARATION OF RESTRICTIONS, COVENANTS,  
EASEMENTS AND CONDITIONS  
TUFTS PLANTATION**

THIS DECLARATION made by Peter C. Mace and wife, Joanne F. Mace and Robert L. Edwards and wife, Dianne R. Edwards ("Developer") concerning the planned community to be known as Tufts Plantation.

**RECITALS:**

WHEREAS, it is the intent of the Developer to establish a general plan and uniform scheme of development and improvement of property it owns or will acquire as a planned residential community (the "Community") together with streets, roads, footways, open spaces, entrances, drainage facilities, access easements, site lighting and signage, and any recreation area(s), common area(s) and any other common properties shown on any recorded plat of such real property of a portion thereof for the benefit of the Community; and,

WHEREAS, Developer desires to insure the attractiveness of the Community and to prevent any future impairment thereof, to provide for the maintenance and upkeep of the Access Easements, as hereinafter defined, to prevent nuisances, to preserve, protect and enhance the Community and the Lots contained therein; and to this end desires to subject the real property

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described herein, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges, liens, reservations and other provisions hereafter set forth, each and all of which is and are for the benefit of the Community and each property owner within the Community; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the property values, amenities and opportunities within the Community in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, to provide for an Architectural Review Committee which will be administering and enforcing this Declaration, and regulating and supervising all improvements to be built within the Community;

NOW, THEREFORE, The Developer subjects and impresses the Existing Property, and the Lots (as hereafter defined) located thereon or to be located thereon to the covenants, conditions, restrictions, easements, charges, liens, reservations and other provisions set forth herein which are for the purpose of protecting the value and desirability of the Community and the Lots.

**Article 1**

**DEFINITIONS**

1.1 "Access Easement" means all roads and access rights of way, designated as such and shown on any filed plat of the Development which are for ingress, egress and regress from any adjoining public roads to the Lots, and which are principally intended for motor vehicle and other similar access purposes, but which may also be used for Equine activities as described herein. Private road as used herein is synonymous with Access Easement. That area within the 120' width of the primary Access Easement designated on the Plat may also be used for additional landscaping to further enhance and define the Community, including an identifying Community Sign.

1.2 "Declaration" means this Declaration of Covenants, Restrictions and Easements, and any amendments thereto.

1.3 "Developer" means collectively Peter C. Mace and wife, Joanne F. Mace & Robert L. Edwards and wife, Dianne R. Edwards, their successors or assigns or any other person(s) and/or legal entity acquiring ownership of portions of the Development Area with the intent and for the purpose of further development, which areas have not been previously subjected to this Declaration.

1.4 "Development Area" means that property owned by Developer as shown on the Boundary Plat of the J. P. Riddle, Jr. 1335.86 acre Tract recorded in Plat Cabinet 6, Slide 849, in the Office of the Register of Deeds of Moore County, North Carolina; or, any other tract(s) or parcel(s) that are contiguous to the Development Area and which may be subsequently acquired by the Developer.

1.5 "Equestrian Easement" shall have the meaning ascribed to such term in Article 4.2 hereof .

1.6 "Equine" means any horse, miniature horse, pony, mule, jack, donkey or burro.

1.7 "Identifying number" means a symbol on the recorded plat of any phase of the Property that identifies only one Lot in the Development Area.

1.8 "Living Quarters" means at a minimum, an enclosed heated dwelling containing a sleeping area, a kitchen and a bathroom.

1.9 "Lot" means any unimproved plot of land designated with an Identifying Number upon any recorded map of a portion of the Development, including any permitted additions pursuant to Article 2.2 or permitted subdivisions pursuant to Article 3.18.

1.10 "Majority" means any number of votes which is greater than fifty percent (50%) of the applicable votes.

1.11 "Owner" means a person who has acquired by disposition fee simple title to any Lot, but shall not include a person having such an interest merely as security for the performance of an obligation.

1.12 "Permitted Activities" shall have the meaning ascribed to such term in Article 3.8 hereof.

1.13 "Permitted Animals" shall have the meaning ascribed to such term in Article 3.9 hereof.

1.14 "Permitted Structures" shall have the meaning ascribed to such term in Article 3.2 hereof.

1.15 "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.16 "Property" means the Existing Property as defined in Article 2.1 and any additions or replacements that may be brought by the Developer, at their option, within the scheme and jurisdiction of this Declaration, including any Lots, together with the buildings and all other improvements thereon, and all easements and rights appurtenant thereto, which are now or hereafter used in connection with the ownership and use of said land and improvements.

1.17 "Tract" means any assemblage of contiguous acres within a Lot touched on at least two sides with boundary lines of the related Lot not overlapping with any other assemblage for

use in meeting various tests described in this Declaration and not being unreasonably elongated or serpentine.

**Article 2**

**PROPERTY SUBJECT TO DECLARATION**

2.1 Existing Property. The Property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied under this Declaration and within the jurisdiction of the Architectural Review Committee as herein provided, is located in Sandhills and Mineral Springs Townships, Moore County, North Carolina, and is more particularly described as Tufts Plantation, Section 1, as shown on plat thereof recorded in the Office of the Register of Deeds of Moore County, North Carolina in Plat Cabinet 6, Slide 850.

2.2 Additions to Existing Property. Additional land within the Development Area may be brought within the scheme and operation of this Declaration and the Jurisdiction of the Association by the Developer without the consent of any Owner in the following manner:

2.2.1 The area of the Property subject to this Declaration may be increased by filing with the Register of Deeds of the jurisdiction referred to above, plats of additional phases within the Development Area and the subsequent conveyance of any Lot by the Developer in such phase by reference to such plat and this Declaration, which shall then extend the scheme of the Declaration to all property shown on the plat of that phase, except for any areas marked "Reserved" or such areas of similar nomenclature. No other land within the Development Area or vicinity of the Development Area shall be subject to this Declaration unless the provisions of this section are complied with, it being intended that this Declaration may not be construed or considered as a scheme for the development of any land other than that shown on the then existing and recorded plats for each phase by which at least one of the Lots shown thereon has been conveyed by reference to such plat and this Declaration.

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2.2.2 In addition the Developer reserves the right to file Supplemental Declarations with the development of each successive phase, which may contain such complementary additions and modifications of this Declaration as may be necessary or convenient, in the judgment of the Developer, to reflect and adapt to any difference in character of the added properties, the then existing market conditions and as are not inconsistent with the scheme of this Declaration. The Developer reserves the right to develop any remaining portion of the Development Area at densities greater than and lot sizes smaller than the Existing Property, provided that such future development does not use any of the Access Easements serving the Existing Property.

**Article 3**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

3.1 Except as provided in Article 3.8 hereof, each Lot and any building or structure erected thereon shall used for single family residence purposes.

3.2 No permanent structure other than the structures described in this Article (the "Permitted Structures") shall be erected, placed or permitted on any Lot. The Permitted Structures are as follows:

3.2.1 Primary Residence. There shall be one primary residence on each Lot (i) not exceeding three (3) stories in height (exclusive of any basement), (ii) having a ground floor area, excluding open porches and garages, of not less than 2,000 heated square feet, (iii) set back no less than seventy-five feet (75') from any boundary of the related Lot and no less than two hundred fifty feet (250') from any boundary to which the residence faces (subject to variance upon application to the Architectural Review Committee for reasons of geographical or geological need).

3.2.2 Stables. Each Lot may contain (i) a central stable or (ii) one stable for any twenty (20) acre Tract within a Lot (in the latter instance one stable shall be located no

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nearer than five hundred feet (500') from another stable and the twenty (20) acre Tract to be served shall be designated by the Owner and may be redesignated if additional such stables are to be constructed) and, in either event, (x) not exceeding two (2) stories in height; (y) containing no more stalls, in the aggregate, than the number of Equine permitted under Article 3.9 hereof; and (z) at the election of the Owner, having Living Quarters within.

3.2.3 **Detached Guest Quarters.** Each Lot may contain one detached structure containing Living Quarters for use as guest quarters not exceeding (i) two (2) stories in height and (ii) having no less than one thousand two hundred (1,200) heated square feet; provided that no Detached Guest Quarters shall be allowed unless a Primary Residence exists.

3.2.4 **Garage.** Each Lot may contain one attached or detached garage (i) not exceeding two (2) stories in height and (ii) at the election of the Owner, having Living Quarters within.

3.2.5 **Implement/Storage Barn.** Each Lot may contain (i) a central structure for the storage of machinery, tools, hay or feed or (ii) one such structure for any twenty (20) acre Tract within a Lot (in the latter instance one such structure shall be located no nearer than five hundred feet (500') from another structure and the twenty (20) acre Tract to be served shall be designated by the Owner and may be redesignated if additional such structures are to be constructed) and, in either event, (x) not exceeding one and one-half (1½) stories in height and (y) containing no more square footage, in the aggregate, than one hundred (100) times the number of acres in the related Lot.

3.2.6 **Covered Arena.** Each Lot may contain one covered arena not exceeding one and one-half (1½) stories in height and containing no greater than forty thousand

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(40,000) square feet of covered area. Such arena may be constructed of prefabricated materials and covered with a metal shell provided that the structure is sheltered completely from view from any residence on any Lot (other than the related Lot).

3.2.7 Run-In Shed(s). Each Lot may contain up to one run-in shed per acre of land (i) not exceeding eighteen feet (18') in height and (ii) containing no more than eight hundred (800) square feet of covered area.

3.2.8 Miscellaneous Structures. Each Lot may contain (i) one tool shed not exceeding one (1) story in height and four hundred (400) square feet in covered area; (ii) one pool house; (iii) in-ground swimming pool(s) and (iv) one greenhouse.

The standards for Architectural Review Committee review and approval set forth in Article 3.4 hereof shall apply to each of the Permitted Structures.

3.3 Any Lot or other parcel of land comprising the Property, and any improvements now or hereafter erected thereon may, with the prior written consent of the Developer, be used for playground, nonprofit community swimming pool, nonprofit community tennis court, park, place of public assembly for community meetings, automobile parking area for noncommercial vehicles while the passengers are using or attending any of the above activities, and for the usual purposes incidental to the foregoing.

3.4 No Permitted Structure, fence, privacy enclosure wall, retaining wall, driveway, sign, in-ground swimming pool, tank, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively the "Structures") shall be commenced, erected, or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations, and approximate cost of the



Structure, addition, or alteration shall have been submitted to and approved in writing by an Architectural Review Committee appointed by the Developer. The Architectural Review Committee shall consist of 3-5 members initially appointed by the Developer, with the initial members to be appointed for varying staggered terms. The Owners shall thereafter elect annually any Committee member whose term is to expire. The remaining Committee members may appoint a replacement member in the event of resignation, death or removal of a member for missing more than two (2) consecutive meetings of the Committee. The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with the Declaration and shall be guided by the extent to which the proposed Structure, addition, or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations, and/or drainage; factors of public health and safety; the effect of the proposed Structure, addition or alteration on the use, enjoyment, and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition, or alteration taking into account the general aesthetic values of the surrounding area.

3.5 No dwelling house shall be permitted on any Lot whose cost of construction would be less than \$160,000 had the house been built on the date this Declaration is first recorded.

3.6 No trailer, mobile or manufactured home shall be allowed on any Lot, except during the active construction of a Permitted Structure; provided that such prohibition shall not apply to horse and farm trailers. The Architectural Review Committee shall have the exclusive discretion to determine whether a proposed structure may be prohibited under this provision and its determination shall be final.

3.7 Fences shall not exceed forty-two inches (42") in height. Privacy enclosures of open patios, swimming pools, or garden courts where approved by the Architectural Review

Committee may exceed forty-two inches (42") in height in the discretion of the Architectural Review Committee. All fencing on any Lot shall be wood fencing (except as provided hereafter) in natural or dark stained finish. No white painted fencing shall be permitted. No fencing shall obstruct any Access Easement, Equestrian Easement, or reserved Utility Easement. Chain link fencing not exceeding six feet (6') in height and enclosing no more than twenty-five feet (25') in any direction and fences for training or lunge rings not exceeding eighty-four inches (84") may be approved by the Architectural Review Committee in its discretion for the purpose of confining Permitted Animals (hereafter defined).

3.8 Except for Permitted Activities (hereafter defined), no commercial business activity or trade of any kind shall be permitted on, within or from, any Lot. Permitted Activities shall include (i)(A) the keeping, boarding, breeding, raising, training of and farming of hay or grain for Permitted Animals (hereafter defined); (B) the boarding of Equine by agreement with the owner or lessor of such Equine (each a "Boarder"); and (C) the instruction of riders of Equine (each, a "Student"); (ii) the retail or wholesale sale, trade or exchange of supplies, equipment or merchandise relating to Permitted Animals to persons connected, by contract or agreement, with Permitted Activities conducted on any Lot or any other Owner; and (iii) the conduct of professional or business related activities by any Owner, provided such activities are wholly conducted within the confines of a Permitted Structure. Provided, however, that no more than one (1) Boarder or Student per four (4) acres of any Lot, in the aggregate, shall be under contract for such services with the Owner of such Lot at any one time. One Person who is both a Boarder and Student shall be taken into account only once in connection with the foregoing proviso.

3.9 Except for Permitted Animals (hereafter defined), no animals may be kept, maintained or bred on any Lot or within any Permitted Structure. Permitted Animals shall include Equine, cows, dogs or cats or similar household or domesticated animals. Other animals may be permitted by the affirmative vote of seventy-five percent (75%) of the Owners. At any time, there shall be no greater than (a) one Equine per acre of any Lot or (b) one cow per two acres of any Lot, provided that, in testing the ratio of Permitted Animals to acres, no duplication

shall be permitted. There is no limitation on the number of dogs, cats or other household animals permitted, except that no more than eight (8) Adult Dogs shall be permitted on any Lot at any one time and provided that in no event shall such animal(s) constitute a nuisance. For purposes of this paragraph, an "Adult Dog" means any dog that has attained the age of one (1) year. In the event any individual dog shall be the subject of reasonable and supportable complaint by an Owner, such dog shall be leased at any time it is not on the Lot of its Owner. Notwithstanding the foregoing, it shall not constitute a nuisance under any circumstances to keep Equine on any Lot.

3.10 No nuisance shall be maintained, allowed, or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.

3.11 Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management.

3.12 No temporary house, temporary garage, or other temporary outbuilding shall be permitted; provided, however, that the Architectural Review Committee may grant permission for temporary structures for construction purposes and storage of materials during construction. No permitted temporary structure shall be used or occupied as a residence.

3.13 No 4 wheelers, 3 wheelers, go-carts or similar recreational vehicles are permitted on the Property, except as may be used in the management and care of any Permitted Animals kept on the Property or for Permitted Activities. No boats, motorcycles, trailers, or recreational vehicles shall be regularly parked or stored on any private or public road, or on any Lot except in a garage, or in the rear yard appropriately screened from any neighbor. No commercial vehicles unrelated to Permitted Activities shall be parked on any Access Easement or Lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the

commercial vehicle relates; or, as may be allowed to remain on a Lot by prior approval of the Developer, and then only in a garage, or in the rear yard appropriately screened from any neighbor.

3.14 No advertising, billboard or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of the Architectural Review Committee, except customary "For Rent" or "For Sale" signs, not larger than twenty-eight inches wide and twenty inches high, on or in front of a dwelling house by the owner thereof. With the consent of the Architectural Review Committee as to design and location, each Owner is encouraged to erect an identifying sign giving the name of the farm or its owner.

3.15 No outside television, radio antenna, or satellite dish shall be erected, installed, or maintained on any Lot, or on any Structures thereon, except that outside television or radio antennae not more than fifty feet in height and satellite dishes not more than eight feet in circumference, properly screened from view shall be permitted in the yard, or on the roof or chimney of a dwelling house.

3.16 No above-ground swimming pools are permitted.

3.17 No clearing, cutting, timbering or tree removal which, in the aggregate, will involve the felling of greater than twenty-five (25) trees of any size, shall be commenced or permitted on any Lot, or any part thereof, until the Owner thereof shall have submitted a tree clearing plan ("Clearing Plan") to the Architectural Review Committee for approval. Such Clearing Plan shall denote specifically the number, location and general size of each tree to be removed in any planned clearing (although the same need not be prepared by a professional, surveyor or landscape architect). The standards for Architectural Review Committee review and approval shall be generally as set forth in Article 3.4 hereof.

In addition to the requirements of the foregoing paragraph, no Lot, or any part thereof, shall be cleared unless there are reserved from clearing, in the aggregate, no less than eight (8) trees on each acre to be cleared each having no less than eight inches (8") of trunk diameter at a three foot (3') vertical ground elevation ("Reserved Trees"). However, hay and grain fields (each, a "Field") may be cleared without Reserved Trees, provided (i) no Field shall be greater than five (5) acres in total area on any twenty (20) acre Tract and no greater than ten (10) acres in total area on any forty (40) acre Tract; and (ii) in the event any Field is planned or cleared, Reserved Trees shall be allocated to other parts of the related Tract in the number attributable to the amount of land so cleared for such Field. In no event shall a Clearing Plan, amendment to Clearing Plan or plan of subdivision pursuant to Article 3.18 hereof be approved or any clearing be conducted, if the natural result thereof would result in the existence of fewer than one hundred sixty (160) Reserved Trees on any twenty (20) acre Tract or fewer than three hundred twenty (320) Reserved Trees on any forty (40) acre Tract. Further, in every instance, Reserved Trees shall be dispersed throughout seventy-five percent (75%) of the related Tract.

3.18 Any Lot may be subdivided by any Owner thereof, provided that a plan of subdivision is submitted to the Architectural Review Committee for review and approval. Each plan of subdivision shall provide, at a minimum that (i) any resulting Lot not fronting a public road has an area of not less than twenty (20) acres and any resulting Lot that fronts on an existing State Maintained Public Road has an area of not less than ten (10) acres; (b) each resulting Lot shall be in full compliance with each provision of this Declaration; (c) each resulting Lot shall be burdened by Equestrian and Utility Easements each of the character herein provided; and (d) each resulting Lot shall be served by a public or private road or access easement, if not then served by an existing Access Easement (to be constructed by the subdividing Owner, if necessary). In the event a plan of subdivision likely will result in non-compliance at any time with the terms or intent of this Declaration, the Architectural Review Committee shall prohibit such subdivision.

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The Developer reserves the right to replat and create additional Lots for any property still owned by Developer, including the designation of additional Access Easements for the benefit of any remaining Development Area.

**ARTICLE 4**

**RESERVED EASEMENTS**

4.1 Easements for the installation and maintenance of utilities ("Utility Easements"), including by way of illustration without limitation, water, sewage, electricity, gas, drainage, telephone, optic cables, and cable TV facilities are hereby reserved by the Developer over the front, side, and rear ten feet of each Lot and within each Access Easement for the installation and maintenance of such utilities. Sign easements are hereby reserved for the installation and maintenance of signs and structures marking the identification or location of the Development on any Lot that fronts a public right-of-way in a triangular area the equal sides of which are 15' in length; or, as may be shown on any recorded plat. No Structure, planting, or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or 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. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company and except for Access Easement maintenance as provided in Article 5.2. No conveyance by the Developer of any Lot, or of any interest therein, shall be deemed to be, or construed as a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Developer's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Developer to convey or release the easements.

4.2 The Developer hereby reserves Equestrian Easements on the perimeter boundaries of each Lot (in the quantities set forth below) for use as bridle lanes or bridle paths solely by Equine and riders and/or Equine drawn carriages, buggies, carts or other similar common conveyances. The Equestrian Easements reserved herein shall burden each Lot for the benefit of each other Lot whether or not each such Equestrian Easement is specifically reserved by metes and bounds description or otherwise in any deed or is denoted on any recorded map or plat of the Development. Specific reservation of Equestrian Easements is also made with respect to each Lot created by subsequent subdivision as provided in Article 3.18 hereof.

4.2.1 Each Equestrian Easement shall, (unless denoted differently on any recorded plat) when located (i) on any Contiguous Boundary, extend for seven feet (7') into each Lot from such boundary line and run the entire distance of contiguity; (ii) on any Non-Contiguous Boundary, extend for fourteen feet (14') into such Lot and run the entire distance of such boundary line, provided however, that in the event the Non-Contiguous Boundary is also contiguous with any number subdivision lot of the Foxfire Subdivision recorded in either Map Book 8, at Page 29, or Plat Cabinet 1, Slide 200-B, then the width of such easement shall extend twenty feet (20') and the first six feet (6') shall be used only as a landscaping buffer and further provided in the event the Developer shall make Additions to the Existing Property pursuant to Article 2.2 hereof, the parameters set forth in clause (i) of this Section shall apply to any boundary becoming a Contiguous Boundary as a result of such addition; (iii) on any Access Boundary, not extend beyond the Access Easement for the distance of such Access Easement, provided however, that perimeter fencing along any such boundary shall be placed no nearer than four feet (4') from any road or any drainage ditch adjacent to any such road within such Access Easement. As used in this Article, "Contiguous Boundary" means any boundary line dividing contiguous Lots; "Non-Contiguous Boundary" means any boundary line not dividing contiguous Lots; and "Access Boundary" means any boundary line along which is located an Access Easement.

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4.2.2 No hedge, fence or mass planting shall be placed in any Equestrian Easement so as to interfere with the uses for which such easements are intended, provided however, that obstacles such as walls, hedgerows and other equestrian sporting jumps shall be permitted so long as at least seven feet (7') of a path remains unobstructed for use by Equine-drawn conveyances around any such obstacles.

4.2.3 The reservation of Equestrian Easements herein shall not be deemed to constitute or create the use of lands of another for a fee or charge and at all times the presence of Equestrian Easements and the use thereof shall be solely gratuitous. Use of Equestrian Easements shall be subject to and governed by the North Carolina Landowner Liability Act (Chapter 38A of the North Carolina General Statutes), as amended from time to time, or any successor provision thereto.

4.3 The designation of streets, avenues, roads, and any open spaces on the Plat is for the purpose of description only and not dedication to the public in general, and the rights of the Developer in the same are specifically reserved. The Developer hereby reserves to itself, its successors and assigns, the right to grade, regrade, and improve the streets, avenues, roads and any open spaces as the same may be designated on any Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

4.4 The Developer further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, or municipalities, to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Developer may deem necessary for the improvement of the Property in, over, through, upon, and across any and all of the streets, avenues, roads, courts, and open spaces, and in, over, through, upon and across each and every Lot in the easement area reserved in Article 4.1 or as shown on any recorded Plat. The Developer further reserves to itself, its



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successors and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces, or easements to public use. No street, avenue, road, court, open space, or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on any recorded Plat, without the prior written approval of the Developer.

ARTICLE 5

MUTUAL EASEMENTS AND OBLIGATIONS

5.1 Those Lots shown on the Plat on which are located designated access easements ("private roads") to provide a means of ingress, egress and regress to that Lot or other Lots in the Property are burdened with an easement to allow such access by Owners of all Lots for which the private road serves as a means of access, or of any other Owner of a Lot within the Community. These roads are intended to be private in nature for the use of only Owners of Lots in the Community, and are to be maintained as a shared expense of all Owners of Lots in the Community.

5.2 The private roads shall be maintained by the Owners as roads passable in normal weather conditions in the condition as constructed as sand/clay/gravel roads by the Developer and landscaping installed by the Developer to the entranceway shall also be maintained according to customary horticultural standards. Any record owner of any Lot within the Property served by a private road, or any abutting or adjoining property owner over which Owner's Lot exists a portion of any private road, shall have the right to enforce maintenance standards for any private road and entranceway landscaping by sending by registered or certified mail, return receipt requested, written notice of all proposed maintenance, the cost thereof, and the time and place of meeting (said meeting to take place no less than thirty (30) days following the mailing of such notice to all record owners of Lots in the Community at their last known addresses disclosed by the Moore County Tax Department).

At the meeting, each record owner shall have one vote for each platted Lot owned, but, in no event shall any separately platted Lot have more than one vote, regardless of the number of

record owners. A majority of the votes cast, in person or by signed proxy at a record owner's meeting, is required for the approval of all maintenance. Further, at such meeting, the record owners by a majority of the votes cast in person or by signed proxy, shall select an agent to contract the maintenance work. Except as provided hereafter, each record owner shall bear, on a pro rata basis based on the total number of votes, the cost of maintaining the private roads within the Property, including but not limited to patching, grading, adding gravel or rock to fill ruts, holes and washed out sections and doing any other needed maintenance. "Maintenance," as that term is used in this Declaration, shall not include improvements to the private roads beyond their condition as constructed, and shall not mean or refer to widening, landscaping, or any other upgrading. In the event the maintenance is necessitated due to the acts of an individual owner or owner's agent, such as excessive wear and tear arising from construction vehicles, or similar circumstances, then that owner shall be solely responsible for the expense of such maintenance. Each record owner's pro rata share shall be due and owing to the elected agent within ten (10) days, said cost may be reduced to a judgment and shall become a lien on the land of the defaulting owner upon such judgment. Notwithstanding any vote at the meeting, nothing in this section shall be construed as denying any record owner the right to ensure that the private roads within the Property are maintained. Any record owner with a lot within the Property may require that any dispute concerning the maintenance requirements set forth herein be submitted to mediation and/or binding arbitration under the Rules of the American Arbitration Association (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes § 1-567.1 et seq., as it may be from time to time be amended) by notice mailed to all affected record owners at their last known addresses as is shown on the records of the Moore County Tax Department by registered or certified mail, return receipt requested, by 5:00 p.m. on the second working day following the meeting. Unless such arbitration notice is sent, the vote of the majority of the record owners shall be conclusive as to the maintenance mandated by this section. The costs of such arbitration shall be borne by all record owners, pro rata, if maintenance is ordered, or if not, entirely by the party (or parties) seeking arbitration.

ARTICLE 6

**GENERAL PROVISIONS**

6.1 The Covenants, easements, conditions, and restrictions above (the "Covenants") shall run with and bind the Property and shall be enforceable by the Developer and by the owners of all or any portion of the Property until the fortieth anniversary of the date of recording this declaration and thereafter for successive 10 year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of sixty-seven percent (67%) of the Lots which are then subject to the Covenants and recorded in the Moore County Registry that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Developer by this Declaration may be assigned or transferred by the Developer to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded in the Office of the Register of Deeds of the jurisdiction referred to above, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Developer by this Declaration to the extent assigned by such instrument.

6.2 Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages. Any Lot Owner, the Developer of the Architectural Review Committee may enforce these Covenants. In any such proceeding, the prevailing party or parties shall be entitled to recover the costs and expenses of such action, including reasonable attorneys fees, from the losing party or parties, in the discretion of the court.

6.3 The Developer shall have the right, by instrument duly recorded with the Register of Deeds of Moore County, which need only be signed by the Developer, and the holder of any mortgage, deed of trust or similar lien on the portion of the Property then owned by the Developer to modify the provisions of this Declaration if the modification is required by the

Veterans Administration (VA), the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), or the Government National Mortgage Association (Ginnie Mae) or any successor agencies thereto as a condition of the approval by such agency of the Property or any part thereof or any Lot thereon for approved mortgage financing purposes under applicable VA, FHA, Freddie Mac, Fannie Mae, Ginnie Mae, or similar programs, and the consent to the modification by any Lot Owner or of the holder of any mortgage, deed of trust or lien on such Owner's Lot shall not be required even though the modification relates to portions of the Property no longer owned by the Developer. If the VA or FHA or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration shall also require the prior consent of the agency giving such approval, unless such amendment is approved by all of the Lot Owners. Any amendments made pursuant to this section shall not affect the residential character of the Property, the Permitted Activities, Animals and Structures or the common plan or scheme for residential development.

6.4 The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

6.5 Each conveyance of a Lot, or of any interest in the Lot, by the Developer, shall be deemed subject to this Declaration whether or not the deed conveying the Lot shall so state.

The designation Developer, Owner, Agency, as used herein shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Developer has hereunto set his hand and seal, adopting the designation (SEAL) as his own, the day and year first above written.