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GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$50.00

Prepared By and Return To: Isaacson Sheridan (APH)
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MANDERLEY,
A PLANNED COMMUNITY**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE
POLITICAL SIGNS**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE
FLAG OF THE UNITED STATES OF AMERICA OR STATE OF NORTH
CAROLINA**

MANDERLEY
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by COMBS, INC., hereinafter referred to as "Declarant", and Kanoy Properties, LLC as "Consenting Owner".

WITNESSETH

WHEREAS, Declarant and Consenting Owner are the owners of certain property in Oak Ridge Township, County of Guilford, State of North Carolina, which is more particularly shown and described as all of that certain property surveyed and shown on that certain plat entitled Final Plat Manderley Subdivision recorded in Plat Book 217, Page 52 in the Office of the Register of Deeds of Guilford County.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property as be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following are terms whose definitions shall mean and refer to the following:

- a) "Association" shall mean and refer to the Manderley Homeowners Association, Inc., its successors and assigns.
- b) "Common Areas" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners, including the ponds, if any, shown on a plat or plats, which will be conveyed by Declarant to the Association after recordation of the Declaration. "Common Areas" shall also include any "landscape easement" and any improvements located therein or thereon as shown on the Plat. The Common Areas are to be owned by the Association and shall be designated on a plat or plats of Manderley, recorded or to be recorded in the Office of the Register of Deeds of Guilford County, North Carolina.
- c) "Declarant" shall mean and refer to COMBS, INC., as well as its successors and assigns, pursuant to an express assignment or conveyance of any special Declarant rights hereunder to such successor or assign, all of which rights, including Declarant's voting rights, are assignable and may be apportioned on a lot-by-lot basis.

d) "Declarant's Development Period" shall mean and refer to the period of time commencing on the date this Declaration is recorded in the Office of the Register of Deeds of Guilford County, North Carolina, and continuing for so long as Declarant shall have the right to annex any additional residential property and Common Areas pursuant to the provisions of Article XII, Section 5 hereof, or Declarant or any affiliate of Declarant shall own any portion of the Properties.

e) "Lot" shall mean and refer to any numbered plot of land shown on any recorded subdivision plat of the Properties with the exception of the Common Areas, Off Site Septic Easements, and dedicated streets and other dedicated areas.

f) "Member" shall mean and refer to every person or entity that holds membership with voting rights in the Association.

g) "Off Site Septic Easement" shall mean and refer to a plot or parcel of land or an area shown on any recorded subdivision plat of the Properties which is to be used for an off-site septic system.

h) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

i) "Planned Community Act" shall mean and refer to the provisions of Chapter 47F of the North Carolina General Statutes, as amended.

j) "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the provision for annexation of additional residential property and Common Areas set forth at Article XII, Section 5 hereof.

ARTICLE II PROPERTY RIGHTS

Section I. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a) The right of the Association to permit the use of and to charge reasonable fees for the use of any facility situated or to be situated on the Common Areas; provided, however, that no Owner shall have the right to enter onto the individual Lots adjoining the ponds, if any, so designated on the recorded subdivision plats or to erect any structure on the Common Areas, including the ponds shown on the recorded plat or plats.

b) The right of the Association to suspend the voting rights and right of any Owner

to use any of the Common Areas or facilities owned by the Association for any period during which any assessment against his Lot remains unpaid, plus an additional sixty (60) days after the delinquent assessment is paid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c) The right of the Association, pursuant to Section 47F-3-112 of the Planned Community Act and with the consent of the Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association, to dedicate to any public agency, authority or utility, or to transfer to any other party, fee title to all or any part of the Common Areas for such purposes and subject to such conditions as may be agreed to by the Members consenting to such dedication or transfer; provided, however no such dedication or transfer shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Areas or cause any Lot or any remaining Common Areas to fail to comply with applicable laws, regulations or ordinances; and further provided during Declarant's Development Period, Declarant must also consent to such action.

d) The right of the Association to impose reasonable rules and regulations for the use and enjoyment of the Common Areas, and improvements thereon, and Lots which regulations may further restrict the use of the same, and specifically including the right to establish rules and regulations concerning parking and vehicular traffic flow on and along the streets and roadways, whether public or private, within or abutting the Properties, which rules and regulations may restrict or prohibit on-street parking and may be enforced by towing at the expense of the vehicle's owner, by reasonable fine levied against the vehicle's owner and/or any Owner of a Lot to which such violation reasonably may be attributed, or by any other reasonable method of enforcement established by the Association's Board of Directors.

e) The right of the Association to enter upon any Lot in case of emergency originating in or threatening any such Lot, regardless of whether the Owner is present at the time of such emergency, for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

f) The right of the Association to grant permits, licenses and easements over the Common Areas for utilities, streets, roads, common mailbox facilities and other purposes reasonably necessary for the proper maintenance or operation of the Properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment of the Common Areas to members of his family, his tenants (with written approval from the Association), guests, or contract purchasers who reside on the Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to a lien for assessments and Declarant shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

The Association shall have two (2) classes of voting membership as follows:

Class A Membership. Members of this Class shall be (i) the Declarant, its successors and assigns, as to Lots retained by it upon the termination of Class B membership; and (ii) all Owners other than the Declarant. Class A Members shall be entitled to one (1) 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 the Members themselves determine; provided, however, that no more than one (1) vote be allowed cast with respect to such Lot. Class A members other than the Declarant shall be entitled to vote only after a Certificate of Occupancy has been issued for the residence constructed on the Lot or Lots owned.

Class B Membership. The Class B Member shall be the Declarant, who shall be entitled to five (5) votes for each Lot owned. Class B Membership will cease and be converted to Class A Membership on the happening of either of the following events (whichever occurs earlier):

- a) When the total votes outstanding in the Class A Membership equal or exceed the total votes outstanding in the Class B Membership; or
- b) Upon the expiration of ten (10) years next following the conveyance of the first Lot from the Properties.

Notwithstanding the above, Class B Membership shall continue as to additional lands that may be annexed in accordance with the provisions of Article XII, Section 5, of this Declaration.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties and rented or leased to occupants, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association:

- a) Annual assessments or charges;
- b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- c) To the appropriate governmental taxing authority, a pro rata share of ad valorem taxes levied against the Common Areas, and a pro rata share of assessments for public improvements to or for the benefit of the Common Areas, if the Association shall default in the payment thereof for a period of six (6) months, all as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable

attorneys' fees, shall be a charge upon a Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose or for the use and enjoyment of the Common Areas, including, but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. a) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors for any calendar year without approval by the membership by an amount not to exceed ten (10%) of the maximum annual assessment for the previous year.

b) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Payable Annual Assessment. The Board of Directors shall fix the payable annual assessment at an amount not in excess of the maximum annual assessment subject to the provisions of Sections 7 and 8 of this Article.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or less frequent basis.

Section 6. Notice and Quorum for an Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or 5, shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Member or of proxies entitled to cast at least sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall

be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Annual Assessments.

a) With the exception set forth in subsection (b) of this Section 7, annual assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly or less frequent basis.

b) There shall be no special assessment for any Lot(s) owned by Declarant without an occupied residence thereon or owned by a builder when actively marketed for sale and without an occupied residence thereon.

Section 8. Due Dates and Commencement of Annual Assessments. The annual assessments provided for herein may be collected as frequently as monthly and shall commence, for all owners of lots other than the Declarant, on the first day of the month following conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment against each Lot, other than Lots owned by the Declarant and shall send written notice of each assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9. Effect and Remedies by Association of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of a Lot.

Section 10. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Areas or assessments for public improvements to, or for the benefit of, the Common Areas, which default shall continue for a period of six (6) months, each Owner of a Lot in the development except Declarant shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total numbers of Lots owned by Owners other than Declarant in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

Section 11. Subordination of the Lien to Mortgages. The liens provided for herein shall

be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. In the event of the acquisition of any Lot by foreclosure, deed in lieu of foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners, except Declarant, including such purchaser as a common expense, provided nothing contained herein shall release the party personally liable for a delinquent assessment for the payment thereof or the enforcement of collection of such assessment by means other than foreclosure. No such sale or transfer shall relieve such Lot for liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 12. Capital Improvement Fund.

The Board of Directors of the Association, in establishing the annual budget for operation, management and maintenance of the Properties, may designate therein a portion of the annual assessment and/or initial capital contributions to be collected and maintained as a reserve fund for replacement of and capital improvements to the Common Areas if any, which capital improvement and replacement fund (the "Capital Improvement Fund") shall be for the purpose of enabling the Association to maintain, repair or replace improvements to the real property and personal property that may constitute a portion of the Common Areas held for the joint use and benefit of the Owners. The amount to be allocated to the Capital Improvement Fund may be established by the Board of Directors so as to collect and maintain a sum reasonably necessary to anticipate the need for replacement of improvements to the Common Areas. The amount collected for the Capital Improvement Fund shall be maintained in a separate account by the Association and such monies shall be used to make repairs, maintain and make capital improvements to the Common Areas. Any interest earned on monies in the Capital Improvement Fund may, in the discretion of the Board of Directors of the Association, be expended for current operations and maintenance.

Section 13. Accountability. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operation and maintaining the Common Areas, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of incorporation and the Bylaws of the Association. As monies for any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds including other assets of the Association, and any increments thereto or profits derived therefrom or from the leasing or use of the Common Areas, shall be held for the benefit of the Members. No Member shall have the right to assign, hypothecate, pledge or in any manner transfer any interest in such funds. When an Owner shall cease to be a member of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Common Areas.

ARTICLE V INSURANCE COVERAGE TO BE MAINTAINED: USE AND DISTRIBUTION OF INSURANCE PROCEEDS

Section 1. Insurance Required. The following insurance coverage, unless denoted to be optional, shall be maintained in full force and effect by the Association covering the operation and management of the Properties:

a) Casualty. Casualty insurance covering the improvements, if any, upon the Common Areas which the Association may be required to maintain and all personal property as may be owned by the Association, shall be procured in an amount equal to the insurance replacement value thereof as determined annually by the insurance company affording such coverage.

b) Public Liability and Property Damage. Public liability and property damage insurance in such amounts and in such forms as shall be required by the Association.

c) Cross-Liability Endorsement. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association to any Owner or Member.

d) Board and Officers. If available at reasonable cost, liability insurance on each officer and each member of the Board of Directors of the Association, together with a Fidelity Bond, which shall be optional, on the Treasurer of the Association, all in such amounts and in such forms as shall be required by the Association.

Section 2. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as common expenses to be assessed and collected from all Owners.

Section 3. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Improvements. No improvements, alteration, repair, change in paint color, excavation, change in grade, planting, landscaping or other work which in any way alters the exterior of any Lot or the improvements located thereon from their natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner other than Declarant or an affiliate of Declarant shall be commenced, erected or maintained upon any Lot and no building, fence, wall, residence or other structure or planting or landscaping shall be commenced, erected, maintained, improved, altered or removed until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant, Executive Board or by an architectural committee composed of three (3) or more representatives appointed by the Executive Board (the "Architectural Control Committee" or "ACC"). Notwithstanding the

foregoing, landscaping improvements consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight line of motorists at intersections of the streets and/or driveways located within the Properties shall not require approval by the Executive Board or the ACC. Further, nothing contained herein shall prevent or interfere with the right of the Declarant to improve and develop the Properties, including the Lots, as Declarant chooses, so long as said development follows the general plan of development of the Properties previously approved by the appropriate local governmental authority. Accordingly, Declarant need not seek or obtain the approval of the ACC for improvement erected on the Properties by or at the direction of Declarant. In addition, until completion of construction on all houses located in Manderley, Declarant may approve any plans and specifications rejected by the Executive Board or ACC for the construction or alteration of improvements on any Lot provided the construction or alteration approved by Declarant comports with the general scheme of development approved by the appropriate local governmental authority. Such approval by Declarant shall operate and have the same effect as approval by the Executive Board or ACC.

Section 2. Procedures. Any person desiring to make any improvement, alteration or change described in Section I above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Declarant, Executive Board or the ACC which shall evaluate such plans and specifications in light of the purposes of this Article. Upon approval by the Declarant, Executive Board, or ACC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Declarant, Executive Board or ACC and a copy of such plans and specific action bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the Declarant, Executive Board or the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein of such plans, specifications, features or elements that are subsequently submitted for use in connection with any other Lot. Approval of such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to and compliance with, such plans and specifications, as approved. The Association may require that the Owner(s) requesting any change or improvement under this Article be liable for any cost of maintaining, repairing and insuring the approved alteration. If such condition is imposed, the Owner(s) shall evidence consent thereto by a written document in recordable form satisfactory to the Association. Thereafter, the Owner(s), and any subsequent Owner(s) of the Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree that the cost of maintaining, repairing and insuring such alteration shall be a part of the annual assessment or charge set forth herein, and subject to the lien rights described herein.

Neither Declarant, nor any other member of the Association's Executive Board or ACC, shall be responsible or liable in any way for any defects in any plans or specifications approved by them, nor for any structural defects in any work done according to such plans and specifications. Further, neither Declarant, nor any member of the Association's Executive Board or ACC, shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or

the exercise of any other power or right provided for in this Declaration. Every person who submits plans or specifications for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that he or she will not bring any action or suit against Declarant, or any member of the Association's Executive Board or ACC, to recover any such damage.

ARTICLE VII USE RESTRICTIONS

Section 1. Land Use and Type of Structure. No Lot shall be used except for single-family residential purposes. No residence shall be used as a rehabilitation home, half-way house or other group home. No structure shall be erected or allowed to remain on any Lot except one detached single family dwelling not exceeding two and one half stories and an attic in height above the ground level (measured at the front elevation at the foundation of the dwelling), one storage type outbuilding architecturally consistent with and of equal quality, design and construction as the dwelling house and a garage for not more than three cars. Nothing herein shall prevent the Declarant or its designee from using a Lot and improvements thereon as its sales office, model dwelling, and/or information office. Any lease agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease. All leases of Lots shall be in writing. The minimum term of a lease agreement between Owner and lessee shall be one hundred and eighty (180) days.

Section 2. Dwelling Size Requirements. No dwelling shall be erected or allowed to remain on any Lot if the total heated floor area of the main structure, exclusive of basement area and one story open porches, decks and garages, is less than 3,000 square feet for one story dwelling and 3,200 square feet for two story dwellings, as measured from the outside wall lines. Basement areas are not to be included in the calculation of the foregoing minimum square footage.

Section 3. Nuisance. No noxious or offensive trade or activity shall be permitted upon any Lot, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the neighborhood. Except during construction, no truck or commercial vehicle in excess of one ton load capacity may be parked on or permitted to remain on any Lot. No wrecked or junked motor vehicle, or vehicle without a current license plate and registration, shall be permitted to remain upon any Lot. All trailers, campers, and recreational vehicles shall be parked or stored upon the owner's lot to the rear of the residence thereon and behind fencing or other buffers to shield the vehicle from visibility from any street or road. All outside toilets must be removed immediately upon completion of construction. No shop, store, factory, or business of any kind shall be erected or permitted to exist on any Lot.

Section 4. Temporary Residence. No trailer, mobile home, basement, tent, shack, barn, boat, camper, recreational vehicle, temporary structure or other such vehicle, building, or structure upon any Lot shall at any time be used as a residence, temporarily or permanently.

Section 5. Swimming Pools and Other Accessories. No above-ground swimming pool(s) shall be constructed or maintained on any Lot and no clotheslines shall be permitted if visible from any street in the Properties. No fuel oil tank shall be permitted or allowed to remain upon any lot.

Section 6. Satellite Dishes/Antennae. No satellite dish or antenna, except an 18 inch dish which is not visible from the street, shall be erected or maintained on any Lot, except with the written consent of the Committee.

Section 7. Fencing. All fences and materials and location must be approved in writing by the Committee prior to construction. No chain link fencing of any kind shall be permitted.

Section 8. Driveways. Driveways for each dwelling must be constructed of smooth concrete or brick pavers and shall be no less than ten feet in width and four inches in depth, extending from the street curb line to at least the front line of the dwelling. No asphalt driveways or walkways are permitted.

Section 9. SIGNS AND FLAGS: No sign shall be placed or allowed to remain on any lot except for **ONE (1)** "For Sale" sign, or one other temporary sign to advertise a yard sale or other temporary activity on the lot and such other temporary sign shall not be permitted to remain on any lot for more than **SEVENTY-TWO (72)** consecutive hours. No sign deemed by Declarant to be a nuisance or a detriment to **Manderley** shall be permitted to be erected or to remain on any lot in **Manderley**. Declarant shall have the right to maintain on lots owned by Declarant marketing signs for **Manderley**. Installation of exterior decorative items, including but not limited to statuary, fountains or wishing balls shall be prohibited, but not including flags, political signs and/or permitted exterior decorative lights. Provided, however, that with respect to political signs and flags, the following shall apply:

POLITICAL SIGNS: Political signs are allowed but are limited to one sign per Property and must not be larger than 4 square feet. Signs cannot be posted prior to forty-five (45) days before or seven (7) days after an election, as defined in North Carolina General Statutes, Chapter 47F-3-121.

FLAGS: Flags are permitted but must be no larger than 4 X 6 feet and must be flown in a tasteful manner.

Section 10. Irrigation. The Owners of Lots shall rotate the use of their irrigation systems. The Owners with even numbered addresses may use their irrigation systems on Monday, Wednesday and Friday only, and the Owners with odd numbered addresses may use their irrigation systems on Tuesday, Thursday and Saturday only.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, but are kept and maintained in accordance with all applicable governmental ordinances. Notwithstanding the foregoing, Pit Bulls, Rottweilers, and any mixed breeds thereof, are expressly prohibited, and the Association shall have the right to prohibit, or require the

removal of any dog or other animal that the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard after consideration of factors such as size, breed and disposition of the animal, likely interference by the animal with the peaceful enjoyment of the Properties by Owners, and the security measures taken by the Owner with respect to such animal. All dogs shall be leashed when off the Owner's lot, and the Owner will be responsible for removing animal waste from other Owners' property and from the roadways, Common Areas, and trails.

Section 11. Mailboxes. Declarant intends to install a common mailbox facility. Such mailbox facility may be installed on any part of the Common Areas and shall be subject to a nonexclusive easement in favor of the party installing such facility for maintenance, repair and operation of such facility as required.

Section 12. Maintenance. Each Lot shall be subject to the following maintenance requirements:

- a) Each Lot shall be maintained and preserved in a clean, orderly, and attractive manner within the spirit of the development;
- b) Each owner of a Lot shall be responsible for maintenance of the portion of the street right-of-way between his Lot and the street;
- c) The Declarant or its agent shall have the right to enter upon any Lot or area to remove such waste or cut and remove any construction material, grass, weeds, trees, stumps, brush, etc., on any lot or area deemed by public authority or the Declarant or its agent, to be unsightly; and
- d) If the Declarant performs the work to comply with this restriction then the cost shall be borne by the Owner of the affected Lot, and the cost shall be a lien upon the Lot until paid.

Section 13. Landscaping. Landscaping installed on each Lot shall be subject to the following restrictions:

- a) Each Lot shall be initially landscaped prior to the issuance of a Certificate of Occupancy;
- b) Landscaping shall be in harmony with other homes within the Properties and consistent with water-wise or water tolerant landscaping principles;
- c) Each Owner of a Lot shall, prior to the issuance of a Certificate of Occupancy, install a minimum of two (2) deciduous trees that achieve a large canopy at full maturity unless this requirement is waived by the Committee. Each Lot shall, at all times, maintain a minimum of two (2) trees on the Lot or comply with the minimum tree planting rate for Guilford County, whichever is less;
- d) Bradford Pear and other trees that are similarly prone to wind damage at maturity shall not be selected for placement on a Lot; and

Section 14. Screening. Any and all woodpiles, garbage cans, or storage piles placed on a Lot (whether temporary or permanent) shall be screened to conceal same from the view of neighboring Lots, roads, streets, or Common Areas. The foregoing shall not apply to initial construction of improvements by a builder and to subsequent construction of improvements on the Lot by the Owner that have been approved by the Committee and which construction is being diligently pursued.

Section 15. Vehicles. Vehicle use and storage are subject to the following restrictions:

- a) Except during construction or for the temporary loading and unloading of household goods, no truck or commercial vehicle in excess of one ton load capacity and bearing a company logo may be parked on or permitted to remain on any Lot;
- b) No wrecked, junked or vehicle without a current license plate and registration shall be permitted to remain upon any Lot;
- c) No boat, trailer, recreational vehicle, motor home, camper, bus, motorcycle or scooter shall be parked on any subdivision street or on any Lot unless any such vehicle is capable of being parked in a standard dimension garage and is parked with the door closed and not visible from the street. All commercial vehicles shall be parked in a garage;
- d) All vehicles operating within the Properties must have proper mufflers so as to eliminate noise which might be offensive to others; and
- e) Mini-bikes, go-carts, ATVs and similar vehicles are prohibited from being used or operated on or within the Properties.

Section 16. Construction Traffic. The Declarant, with respect to its site development of, and installation of infrastructure improvements on, the Common Areas and the Properties generally, and each Owner or builder, in contracting for any landscaping, structural or other improvements on a Lot, shall make good faith efforts to coordinate construction traffic to minimize impact on other Lots and Properties.

Section 17. Waiver of Violations. Except for violations of the restriction on the use of a Lot for other than single-family residential purposes at Article VII, Section 1, the minimum dwelling size requirements set forth at Article VII, Section 2, and the restrictions on exterior coverings of the dwellings set forth at Article VII, Section 1 of this Declaration, any violations of these Use Restrictions may be waived in whole or in part at any time by recorded written document executed by the Declarant or Board of Directors, or its designee in their absolute discretion.

Section 18. Article V Priority. Nothing contained in these Use Restrictions shall be construed to supersede the requirements contained in Article V, Architectural Control.

ARTICLE VIII ADDITIONAL RESTRICTIONS AFFECTING COMMON AREAS

It is the intent of the Declarant to maintain and enhance or to convey to the Association certain property that the Declarant has designated as "Common Areas" on the recorded subdivision plats of the Properties in the Office of the Register of Deeds of Guilford County, North Carolina. The Association shall be responsible for maintaining the ponds, if any, as directed by the governmental office having jurisdiction for water protection. If the Association should be dissolved or cease to exist, then all of the Owners of record at the time of required maintenance shall be jointly and severally liable for any and all costs attendant thereto.

It is the further intent and purpose of these restrictions and covenants to protect, maintain and enhance the conservation of natural and scenic resources; to promote the conservation of soil, wetlands, wildlife, game and migratory birds; to enhance the value of abutting and neighboring properties adjacent to such forests, open areas and open spaces; and to afford and enhance recreational opportunities. The Declarant reserves the right, subject to the provisions of Article VII, Section 18, to review and modify its continuing architectural and design program for the Common Areas and the Properties generally.

ARTICLE IX UTILITY AND DRAINAGE EASEMENTS

Easements for installation and maintenance of utilities, drainage facilities, stream buffers and any other easements as are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of such utility easements and all improvements therein shall be continuously maintained by each Lot Owner within such Lot, except to the extent that maintenance of any such improvements located therein is the responsibility of a public authority or utility company. The area of any drainage easements and all improvements located therein shall be continuously maintained by the Association except to the extent that such maintenance is the responsibility of a public authority or utility company.

ARTICLE X COMMON AREAS

The Association shall be responsible for the repair, maintenance, upkeep and expense of the Common Areas including entrance signage, street lighting and street name signage and any common mailbox facility or facilities (if not provided by the applicable governmental body or utility provider). Declarant reserves unto itself, its successors and assigns an easement over, across and through the Properties for access, installation, maintenance and repair for cluster mailbox units as may be necessary or appropriate to facilitate delivery and distribution of mail

to or for the benefit of the Lots.

ARTICLE XI OFF SITE SEPTIC EASEMENTS

The Association shall be responsible for the maintenance of the Off-Site Septic Easements located on the Common Areas and shall maintain and repair all septic lines located within the dedicated utility easements which serve the off-site septic field. The Association shall comply with all state and local ordinances and regulations regarding the maintenance of the off-site field and fines, including all required inspections and mowing of vegetation. The Owner of any Lot which is served by an Off-Site Septic Easement shall be solely responsible for all maintenance and repair of that portion of the septic system, including the septic tank, pump and lines, located on the Owner's Lot to the point in which the septic line enters the dedicated utility easement on the Owner's Lot. In the event of the failure of any off-site septic field, the Owner served by such off-site septic field shall be responsible, at their sole cost and expense, for the installation of an on-site septic field on the Owner's Lot. The failed off-site septic field shall no longer be utilized for such purpose, but the area in which the failed off-site septic field is located shall remain a Common Area and Open Space to be maintained and regulated by the Association.

ARTICLE XII GENERAL PROVISIONS

Section 1. Enforcement. The Owner(s) of each Lot shall be governed by and shall comply with the provisions of this Declaration, the Bylaws of the Association and all rules and regulations of the Association adopted pursuant thereto, as any of the same are now constituted or as they may be amended from time to time. A default by any Owner shall entitle the Declarant, the Association or the Owner(s) of any of the other Lots to the following relief:

a) The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws of the Association and all rules and regulations of the Association adopted pursuant thereto. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Bylaws of the Association, or which may be adopted pursuant thereto, shall be grounds for relief including without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

b) The Association, after notice to the Owner and a reasonable opportunity to be heard, shall have the right to assess reasonable fines against an Owner for violations of this Declaration, the Bylaws of the Association or the Association's published rules and regulations by such Owner, or such Owner's family, guests, invitees and lessees in an amount not to exceed \$150.00 for each violation, and without further hearing, for each day after the decision that the violation occurs. Such fines shall be deemed to be assessments as set forth in Article IV of this Declaration and if not paid within thirty (30) days after notice and demand therefor, the Association shall be entitled to the remedies set forth in the Declaration for the enforcement and collection of delinquent assessments.

c) The Association, after notice to the Owner and a reasonable opportunity to be heard, shall have the right to suspend privileges or services provided by the Association (except rights of access to Lots) for reasonable periods of violations of this Declaration or the Bylaws, Articles or rules and regulations of the Association. If it is decided that a suspension of privileges or services provided by the Association should be imposed, the suspension may be continued without further hearing until the violation is cured.

d) If an Owner is legally responsible for damage inflicted on any Common Areas, the Association may direct such Owner to repair such damage, or the Association may itself cause the repairs to be made and recover damages from the responsible Owner. If damage is inflicted on any Lot by an agent of the Association in the scope of the agent's activities as such agent, the Association is liable to repair such damage or to reimburse the Owner for the cost of repairing such damages. The Association shall also be liable for any losses to the Owner. When any such claim for damages against an Owner or the Association is less than or equal to the jurisdictional amount established for small claims by North Carolina General Statutes 7A-210, any aggrieved party may request that a hearing be held before an adjudicatory panel appointed by the Board of Directors of the Association to determine if an Owner is responsible for damages to any Common Areas or the Association is responsible for damages to any Lot. If the Board of Directors fails to appoint an adjudicatory panel to hear such matters, such hearings shall be held before the Board of Directors. Such panel shall accord to the party charged with causing damages notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. This panel may assess liability for each damage incident against each Owner charged or against the Association not in excess of the jurisdictional amount established for small claims by North Carolina General Statutes 7A-210. When such claim exceeds the jurisdictional amount established for small claims by North Carolina General Statutes 7A-210, liability of any Owner charged or the Association shall be determined as otherwise provided by law and shall be assessments secured by lien under Section 47F-3-116 of the Planned Community Act. Liabilities of the Association determined by adjudicatory hearing or as otherwise provided by law may be offset by the Owner against sums owing to the Association and if so offset, shall reduce the amount of any lien of the Association against the Lot at issue.

e) In any proceeding arising because of an alleged default by an Owner, the Association, if successful, shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.

f) The failure of the Association or any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or the other above mentioned documents shall not constitute a waiver of the right of the Association or of the Owner to enforce such right, provision, covenant or condition in the future.

g) All rights, remedies and privileges granted to the Association or the Owners, pursuant to any terms, provisions, covenants or conditions of the Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

h) The failure of Declarant to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration or other above mentioned documents shall not

constitute a waiver of the right of Declarant to thereafter enforce such right, provision, covenant or condition in the future.

Section 2. Notice to Mortgagees, Insurers or Guarantors. The Association, upon written request of any mortgagee or holder of a deed of trust or other security instrument, any insurer or grantor containing the name and address of such mortgagee, holder, insurer or guarantor and the Lot number or identification of the Lot and Owner of such Lot shall be entitled to timely written notice of the following:

- a) The institution of any action in condemnation or other occurrence of any casualty loss that affects either a material portion of the Properties or the Lot securing the indebtedness to such mortgagee;
- b) The delinquency of sixty (60) days or more in payment of assessments or charges by the Owner of any Lot securing the indebtedness of such mortgagee;
- c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- d) Any action of the Association that requires for its approval a specific percentage of Owners or Members as stated in this Declaration, the Bylaws or Articles of Incorporation.

Section 3. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated or amended as hereinafter provided. This Declaration may at any time be amended with the consent of the Owners entitled to cast at least sixty-seven percent (67%) of the votes of the Association and may be terminated with the consent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association; provided, however, this Declaration may not be amended or terminated without the Declarant's consent during the Declarant's Development Period, no amendment purporting to revoke or curtail any right herein conferred to the Declarant shall be effective unless executed by the Declarant, and no amendment relating to the maintenance or ownership of any permanent detention or retention pond shall be effective unless reviewed and approved by the governmental office having jurisdiction for watershed protection. Any amendment must: (1) be executed on behalf of the Association by its duly authorized officers; (2) contain an attestation by the officers executing the amendment on behalf of the Association that the requisite Owner approval has been obtained and is evidenced by written acknowledgment(s) signed by the Owners approving the amendment and made a part of the Minute Book of the Association; and (3) be properly recorded in the Office of the Register of Deeds, Guilford County, North Carolina. For the purpose of this section, additions to existing property by the Declarant pursuant to Section 5 of this Article XII shall not constitute an "amendment." In the event this Declaration is terminated in accordance with the provisions hereinabove provided, the Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay a pro rata share of the cost of the maintenance of all permanent

retention or detention ponds. The Declarant may amend this Declaration during the Declarant's Development Period, in its discretion, provided such amendment shall not alter the obligation to pay ad valorem taxes or affect any lien or right of lien established herein for the maintenance of ponds and erosion control devices located on the Common Areas. No amendment purporting to reduce or revoke the restriction on the use of a Lot for other than single-family residential purposes at Article VII, Section 1, the minimum dwelling size requirement set forth at Article VII, Section 2, or the restrictions on exterior coverings of the dwellings set forth at Article VII, Section 1 of this Declaration, whether by the Declarant during the Declarant's Development Period or by vote of the Owners entitled to cast at least sixty-seven percent (67%) of the votes of the Association shall be permitted, but this restriction shall not apply to prevent the termination of this Declaration with the consent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association as herein provided.

Section 5. Annexation. Annexation of additional single family residential property, if necessary, shall occur as follows:

a) Additional residential property and Common Areas may be annexed to the Properties with the consent of sixty-seven percent (67%) of all Members entitled to cast votes of the Association.

c) Additional land within any area adjoining the Properties may be annexed by the Declarant, without the consent of Members, within ten (10) years from the date of recordation of this instrument. Upon annexation such land, Lots and Common Areas shall become part of the Manderley Homeowners Association, Inc. and be subject to this Declaration, the Articles of Incorporation and Bylaws. Such annexation shall be evidenced by a Memorandum thereof filed in the Office of the Register of Deeds of Guilford County, North Carolina.

Section 6. Exterior Maintenance. The Association shall maintain the Common Areas. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, down spouts, exterior building surfaces, lawn, trees, shrubs, landscaping, fencing, driveways, walks and other exterior improvements. In the event that the Owner neglects or fails to maintain his or her improved Lot and/or the exterior of his or her dwelling and other structures in a manner with other improved Lots and dwellings within the Properties or fails to maintain his or her improved Lot in a safe condition and free of debris, the Association may provide such exterior maintenance. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings within the Properties shall be made by the Executive Board of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article XII, Section 6. In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs including a reasonable administrative fee of 15% of the cost, shall be added to and become a part of the assessment to which such Lot is subject.

DECLARANT EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed under seal in its name by its President this 15th day of January, 2025.

COMBS, INC.

By: [Signature]
Name: Kevin R. Combs
Title: President

NORTH CAROLINA

GUILFORD COUNTY

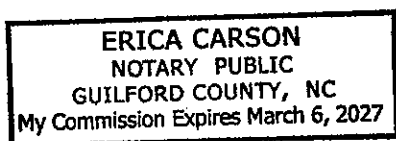
I, the undersigned Notary Public of the County and State aforesaid, hereby certify that Kevin R. Combs, President of Combs, Inc., Declarant, personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of the company and for the purposes stated therein.

WITNESS my hand and official stamp or seal, this the 15th day of January, 2025.

Erica Carson
Notary Public

Erica Carson
(Type/print name of Notary above)

My Commission Expires: 3-6-2027



(Affix Seal)

CONSENTING OWNER EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned, being the Consenting Owner herein, has caused this instrument to be executed under seal in its name by its duly authorized Manager this 15th day of January, 2025.

KANOY PROPERTIES, LLC

By: [Signature]
 Name: Billy Ray Kanoy
 Title: Manager
Member

NORTH CAROLINA

GUILFORD COUNTY

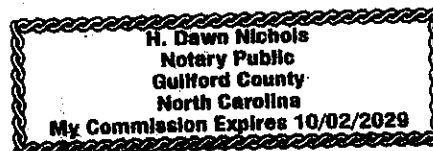
I, the undersigned Notary Public of the County and State aforesaid, hereby certify that Billy Kanoy, Manager of Kanoy Properties, LLC, Consenting Owner, personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of the company and for the purposes stated therein.

WITNESS my hand and official stamp or seal, this the 15th day of January, 2025.

[Signature]
 Notary Public

H. Dawn Nichols
 (Type/print name of Notary above)

My Commission Expires: 10/02/2029



(Affix Seal)