



NORTH CAROLINA REAL ESTATE COMMISSION

Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 80 Independence Dr, Smithfield, NC 27577

Owner's Name(s): Jimmy Taylor, Kimberly Taylor

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____

Owner Initials _____

Buyer Initials _____

Owner Initials _____

SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR											
A1. Is the property currently owner-occupied? <u>March 2019</u> Date owner acquired the property: _____ If not owner-occupied, how long has it been since the owner occupied the property? _____	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>											
A2. In what year was the dwelling constructed? <u>2018/2019</u>			<input type="radio"/>											
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>											
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) <input type="radio"/> Brick Veneer <input type="radio"/> Vinyl <input type="radio"/> Stone <input checked="" type="radio"/> Fiber Cement <input type="radio"/> Synthetic Stucco <input type="radio"/> Composition/Hardboard <input type="radio"/> Concrete <input type="radio"/> Aluminum <input type="radio"/> Wood <input type="radio"/> Asbestos <input type="radio"/> Other: _____			<input type="radio"/>											
A5. In what year was the dwelling's roof covering installed? <u>2018</u>			<input type="radio"/>											
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>											
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>											
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>											
A9. Is there a problem, malfunction, or defect with the dwelling's:														
	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Foundation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Windows	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Attached Garage	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Slab	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Doors	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Fireplace/Chimney	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Patio	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Ceilings	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Interior/Exterior Walls	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Floors	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Deck	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Other: _____	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

Explanations for questions in Section A (identify the specific question for each explanation):

Neuse Termite and Pest Control - Termite Bond

SECTION B. HVAC/ELECTRICAL

	Yes	No	NR
B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			<input type="radio"/>
<input type="radio"/> Furnace [____ # of units] Year: _____ <input type="radio"/> Baseboard [____ # of bedrooms with units] Year: _____			
<input type="radio"/> Heat Pump [<u>1</u> # of units] Year: <u>2018</u> <input type="radio"/> Other: _____ Year: _____			

Buyer Initials _____ Owner Initials LT
 Buyer Initials _____ Owner Initials KT

Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

☒ Central Forced Air: 1 Year: 2008 ☐ Wall/Windows Unit(s): _____ Year: _____
☐ Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply)

☒ Electricity ☐ Natural Gas ☐ Solar ☒ Propane ☐ Oil ☐ Other: 2019

Explanations for questions in Section B (identify the specific question for each explanation):

Stephen's HVAC - HVAC Service Contract

SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

☒ City/County ☐ Shared well ☐ Community System ☐ Private well ☐ Other: _____

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

☐ Quality ☐ Pressure ☐ Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

☐ Copper ☐ Galvanized ☐ Plastic ☐ Polybutylene ☒ Other: PEX

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) ☐ Gas: _____ ☐ Electric: _____ ☐ Solar: _____ ☒ Other: Propane

C4. What is the dwelling's sewage disposal system? (Check all that apply)

☐ Septic tank with pump ☐ Community system ☒ Septic tank ☐ Drip system
☐ Connected to City/County System ☐ City/County system available ☐ Other: _____

☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? 4 ☐ No Records Available

Date the septic system was last pumped: N/A

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR
Septic system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Plumbing system (pipes, fixtures, water heater, etc.)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Sewer system	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Water supply (water quality, quantity, or pressure)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

Explanations for questions in Section C (identify the specific question for each explanation):

Propane tankless water heater

Buyer Initials _____ Owner Initials LC
 Buyer Initials _____ Owner Initials KT

SECTION D. FIXTURES/APPLIANCES

Yes No NR

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected? _____

Date of last maintenance service: _____

☐ ☒ ☐

D2. Is there a problem, malfunction, or defect with the dwelling's:

NA Yes No NR	NA Yes No NR	NA Yes No NR	NA Yes No NR
Attic fan, exhaust fan, ceiling fan <input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Irrigation system <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>	Sump pump <input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Garage door system <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>
Elevator system or component <input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Pool/hot tub /spa <input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Gas logs <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>	Security system <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>
Appliances to be conveyed <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>	TV cable wiring or satellite dish <input type="radio"/> <input type="radio"/> <input checked="" type="radio"/> <input type="radio"/>	Central vacuum <input checked="" type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>	Other: <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>

Explanations for questions in Section D (identify the specific question for each explanation):

Refrigerator in kitchen purchased new 2023
CPI Security System
Full yard irrigation

SECTION E. LAND/ZONING

Yes No NR

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

☐ ☒ ☐

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements)?

☐ ☒ ☐

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?

☐ ☒ ☐

E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?

☐ ☒ ☐

E5. Does the property abut or adjoin any private road(s) or street(s)?

☐ ☒ ☐

E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☐ NA

☐ ☒ ☐

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F. ENVIRONMENTAL/FLOODING

Yes No NR

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?

☐ ☒ ☐

Buyer Initials _____

Buyer Initials _____

Owner Initials LT

Owner Initials KT

	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F5. Is the property located in a federal or other designated flood hazard zone?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F8. Is there a current flood insurance policy covering the property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
F10. Is there a flood or FEMA elevation certificate for the property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
G2. Is the property subject to a lease or rental agreement?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

Explanations for question in Section G (identify the specific question for each explanation):

Buyer Initials _____
Buyer Initials _____

Owner Initials _____
Owner Initials _____

LT
KT

SECTION H.
OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

Yes No NR

H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments?

☒ ☐ ☐

If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]:

a. (specify name) Freedom Farms Subdivision whose regular assessments ("dues") are \$ 6000 per year.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: Ryan Carter ryan.carter517@gmail.com

b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____.

The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____

c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject?

If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner?

☐ ☒ ☐

If "yes," state the amount of the fees: _____

H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property?

☐ ☒ ☐

If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____

H4. Is there any unsatisfied judgment or pending lawsuits against the association?

☐ ☒ ☐

If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____

Explanations for questions in Section H (identify the specific question for each explanation):

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: [Signature] Date 20 OCT 2025

Owner Signature: Kimberly Tyler Date 10/20/2025

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____

Buyer Signature: _____ Date _____

JOHNSTON COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

309 East Market Street
Smithfield, North Carolina 27577
Telephone: (919)989-5180 · Fax: (919) 989-5190
www.johnstonnc.com/envhealth2

Application # 138742Parcel # 06G06007T

Name: Mclemore Farms LLC Address: 80 Independence Drive Smithfield, NC 27577
Location: From Smithfield, take SR1010 T/L onto Polenta Rd, T/L onto Freedom Road, Subdivision on immediate left.
Subdivision: Freedom Farms Lot #: 20 Lot Area: .67 Acre(s) Water Source: Public
Facility Type: SFD-4BDR Daily Flow For Design: 120 gallons/bedroom DDSF: 480 gallons/day
Service Type: New Construction Soil Site Classification: Provisionally Suitable LTAR: .525 gallons/day/ft²
Septic Tank: 1000 gallons Grease Trap: N/A gallons Pump Tank: N/A gallons
Trench Type: Accepted Only Trench Area: 780 ft² # of Lines: 4
Width: 3 feet Length: 65 feet Depth: 30-32 inches
Pump Size: N/A ft TDH @ N/A gallons/minute Pressure Head: N/A Drawdown: N/A inches
Design/Layout by: N/A Improvement Permit: Chris Mooring Date: 3/23/18 Exp. Date: 3/23/23
Inspection: Lines: DN7-4-65' E2120346 Septic Tank: DN7-MCP-1000 D-Box: DN7
Pump Tank: NA Pump(s) Pressure: NA Alarm: NA
Grease Trap: NA Drainage: NA Contractor: Avila Const.

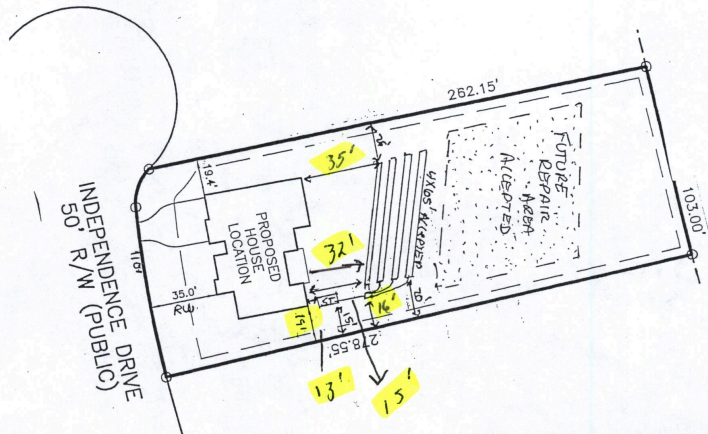
AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

ISSUED BY: Chris Mooring DATE ISSUED: 23 March, 2018

By rule, this septic system requires the use of an effluent filter and a waterproof seal. A riser and septic marker may also be required. Systems shall be installed as shown in sketch and/or according to attached plans and specifications. Any unauthorized site disturbance, filling, soil removal, or layout changes may result in the permit being revoked. Improvement permit is valid for 5 years from the date of issuance unless otherwise indicated. The owner/agent accepts & verifies the conditions of the permit as indicated below. Maintenance is required to ensure proper operation.

OWNER/AGENT: _____ DATE: _____

Note: 1) Maintain all setbacks as drawn on permit.
2) Any issues arise on day of installation please call the Johnston County Environmental Health Department.

OPERATION PERMIT BY: Daniel W. FulcherDATE: 8-9-18

DECLARATION OF RESTRICTIVE COVENANTS

FOR

FREEDOM FARMS
SUBDIVISION

McLEMORE FARMS, LLC, DEVELOPER

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FOR

RESTRICTIVE COVENANTS FOR FREEDOM FARMS SUBDIVISION

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North Carolina
Johnston County

DECLARATION OF RESTRICTIVE COVENANTS
FOR
FREEDOM FARMS
SUBDIVISION

McLEMORE FARMS, LLC, DEVELOPER

PLAT BOOK 86 PAGES 279 & 280,

And

PLAT BOOK 83 PAGE 487,

PLAT BOOK 89 PAGE 7

PLAT BOOK 89 PAGES 493 & 494.

Johnston County Registry

KNOW ALL MEN BY THESE PRESENTS that McLEMORE FARMS, LLC and DENTON F. LEE, JR and wife, JANE A. LEE, members, owners, developer and declarant do hereby agree with all persons, firms and corporations who hereafter acquire a lot from the above referenced subdivision (FREEDOM FARMS SUBDIVISION) that the following protective covenants shall apply to all lots conveyed out of said subdivision and said restrictions shall run with the properties by whomever owned, which covenants are as follows:

ARTICLE I

PURPOSE. The real property which is and shall be held, transferred, sold and conveyed subject to the restrictive covenants set forth in the Articles of this Declaration that is located in the County of Johnston, State of North Carolina, and is more particularly described as follows:

BEING all of Lots #1 through #22 inclusive, of FREEDOM FARMS SUBDIVISION, as shown on that map recorded in PLAT BOOK 89 PAGES 493 & 494, Johnston County Registry. *ALSO SEE PLAT BOOK 89, PAGE 7 FOR LOTS 5A & 18A.*

And

BEING Lots described as lots 1, 2, and 3 as shown on the map recorded in PLAT BOOK 83 PAGE 487, Johnston County Registry.

No property other than that described above shall be deemed subject to the Declaration until specifically

made subject hereto. The Declarant may, from time to time, subject additional real property to the restrictive covenants herein set forth by appropriate reference hereto.

The real property set forth above is subject to the covenants herein declared in order to insure the best and most appropriate use and development of each lot; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, as far as feasible, the natural beauty of the property; to prevent the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and secure the erection of attractive, well designed and well-constructed homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to encourage and secure well maintained homes and lots for the maximum enjoyment and enhancement of the community; and in general to provide adequately for a high quality of improvement of said property, and thereby enhance the values of investments made by purchasers of lots therein. The term "single family" as used herein means persons who are related by blood, adoption or marriage or living together by not more than two unrelated adults.

ARTICLE II

ARCHITECTURAL COMMITTEE. An Architectural Committee shall be composed of Denton F. Lee, Jane A. Lee, and Annice Broadwell. At such time as McLemore Farms, LLC is no longer the owner of any lots in the subdivision, a meeting of the Homeowners Association may be called by the residents of the subdivision. At such meeting, the owners of each lot will have one vote. A quorum consisting of representation by at least fifty (50) percent of the lot owners shall be required. At such meeting, a majority vote of the lot owners represented will elect the new Architectural Committee. The restrictions on any lot in the subdivision may be removed or waived only by the written consent, duly acknowledged and recorded, of the Declarant or their successors and of the Architectural Committee.

ARTICLE III

LAND USE AND BUILDING TYPE. A building unit shall consist of each lot specifically enumerated and set forth on the above reference map. No Unit shall be used except for residential purposes and for single-family houses. No building shall be erected, altered, placed, or permitted to remain on any Unit other than a single detached one-family dwelling, except that each Unit may also have in addition to the dwelling, an attached private garage and/or one out building. Any out building shall be completely screened from view from the street. No Unit shall be subdivided, or boundary lines amended, except with the written consent of the Declarant and in compliance with the subdivision regulations of Johnston County. The grantors hereby expressly reserve to themselves, and their successors and/or assigns the right to re-plat one or more Units shown on the plat of said subdivision to create a modified building Unit.

ARTICLE IV

BUILDING DESIGN. In order to maintain architectural beauty in Freedom Farms and to guard against the erection therein of poorly designed or proportioned structures, no building shall be erected, altered, or permitted to remain on any Unit until blueprint plans have been submitted for approval pursuant to the Development Agreement and been accepted by the Architectural Committee and approved in writing as to conformity and harmony of external design with existing structures in the development, including without limitation, proposed exterior materials and colors, impervious area required, setbacks, and as to the location of the building with respect to topography and finished ground elevation and within the boundaries of the Unit.

ARTICLE V

DWELLING SIZE. Dwellings shall have a minimum square footage of heated floor space in the finished area of the main structure, exclusive of porches and garages of 2,500 square feet for a 1, 1 ½ or 2 story residence.

ARTICLE VI

STRUCTURES. Improvements on any Unit shall be limited to a single, single-family, residential structure. No residential structure, which has a minimum area less than 2,500 square feet of heated area for a 1, 1 ½ or 2 story residence exclusive of porches, basement, or garage, shall be erected or placed on any Unit. All buildings and structures erected upon Units shall be of new construction and no building or structures, other than detached single-family homes (not to exceed three stories in height) shall be constructed. No structures of a temporary character, manufactured home, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any portion of the Unit at any time as a residence, either temporarily or permanently. All houses shall be "stick built" upon each lot and no house shall be moved onto any lot.

No detached storage buildings are allowed on any Unit. No metal structures or buildings shall be permitted, including but not limited to metal carports, canopies or garages. All accessory buildings must conform to the same architectural style as the residence located on the same lot and be approved by the Declarant. All playground equipment and playhouses shall be placed to the rear of the main dwelling structure. No underground storage tanks are allowed. All fuel or propane tanks must be placed above ground and the same will be screened on three sides by landscaping and/or a lattice type material to prevent view from the main roads. Architectural Committee approval is required for the construction of a pool. No above ground pools are permissible. In ground pools may only be located in the rear or side yard of the lot. Pools shall be fenced for safety purposes and the fencing must also be approved by the Architectural Committee. Pools require a valid building permit and are governed under the jurisdiction of Johnston County. All pools must be code compliant.

ARTICLE VII

MATERIALS. Only masonry exterior siding materials will be allowed including brick, stone, and/or painted hardiplank. No Masonite or vinyl is allowed. Specific styles and colors must be approved. Foundations and porches will be permanent masonry brick or block with brick veneer. All homes are to be built with crawl space foundations, no slabs are allowed. The Architectural Committee must approve brick and mortar colors.

Roofs will have 25-year shingles and have a minimum roof pitch of 7/12 on the main roof of the home. The Architectural Committee must approve the style and color. All dwellings will include a front porch area no less than 5 feet deep and 6 feet wide. Porches, which contain columns, posts, or spindles of material other than brick or stone, shall be painted. All front and side porches are to have brick steps. Decks and Patios are to be a minimum of 160 square feet. All dwellings will have, at a minimum, an attached two-car garage with overhead door(s). All dwellings shall contain a concrete driveway, minimum width ten (10) feet, extending from the pavement line of the street to the front of the garage.

ARTICLE VIII

SETBACKS. No structure shall be located on any Unit nearer than thirty-five (35) feet to the front lot line, nearer than fifteen (15) feet to any side street line, nearer than ten (10) feet to an interior lot line, or nearer than thirty (30) feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports, decks, and open porches shall not be considered as a part of the building on a Unit to encroach upon another Unit. Provided it otherwise complies with the applicable zoning ordinances and the setbacks, if any, shown on the applicable recorded plat, the Architectural Committee may approve by written waiver a violation of these requirements.

At a minimum, all live and healthy trees with a trunk diameter of six inches or more that are within the rear property line shall be preserved on all Units.

No fence, wall, hedge, or shrub planting which obstructs street lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner Unit within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded Unit, a corner from the intersection of the street property lines extended. The same site line limitations shall apply on any Unit within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

ARTICLE IX

EASEMENTS. Declarant reserves the right to subject the real property in this subdivision to a contract with Duke Progress Energy of Carolinas, Inc., its successors or assigns, for the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Duke Progress Energy Carolinas, Inc., its successors or assigns, by the owner of each building unit. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow 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 each lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE X

COMPLIANCE WITH COUNTY STORM WATER ORDINANCE. The maximum impervious area allowed is 5,000 square feet per lot for all lots except 5A and 18A. 5A and 18A will each have a maximum of 6,000 square feet of impervious area. Impervious area includes all buildings, sheds, sidewalks, covered porches, driveways and surfaces such as gravel, concrete, asphalt, brick, slate or stone that impede the infiltration of water into the soil. Calculations of the impervious area do not include uncovered wood decking or the surface of swimming pools. This covenant is intended to insure continued compliance with the storm water permit issued by Johnston County. This covenant may not be changed or deleted without the consent of the Johnston County Department of Public Utilities. Article X does not apply to Lots 1, 2, and 3 as shown on the map recorded in PLAT BOOK 83 PAGE 487, Johnston County Registry.

ARTICLE XI

DRIVEWAYS AND ROAD MAINTENANCE. Roadway and guttering pipes for drainage, if required, under driveways at or near their point of access, shall be a minimum of fifteen (15) inches in diameter, but in no event less than that required by the North Carolina Department of Transportation. Prior to construction, gravel must be placed in driveway at time of tile placement for driveway. Gravel must be maintained an inch higher than paved road at point of contact with road to prevent road damage. Gravel must be maintained at sufficient depth and width to accommodate large vehicles turning off road onto driveway. The completed driveway must be concrete with concrete parking pad.

All driveway connections for each lot shall be installed to meet North Carolina Department of Transportation (NCDOT) "Typical Driveway Turnout Grades" and the driveway pipe shall be installed to meet NCDOT specifications and standards. Any driveway pipes or connections that are not properly installed with respect to size design specifications, graded ditch profile or other field installation requirements that require any type of work or reinstalling before the NCDOT will accept the public road for addition to the state road system shall be the responsibility of the owner of each individual lot.

Declarant, or its successors or assigns shall have the right to correct improperly installed driveways and be paid by the individual lot owner should the individual lot owner not remedy the driveway properly which might delay NCDOT from accepting the road for maintenance. The Declarant shall be responsible for the construction and maintenance of the roads within the subdivision and shall insure that all such roads are in compliance with the regulations of the NCDOT until such time as such roads are accepted and dedicated to the State of North Carolina for state maintenance. Article XI does not apply to Lots 1 through 22 as shown on the map recorded in PLAT BOOK 89 PAGES 493 & 494.

ARTICLE XII

GARBAGE, CLOTHESLINE, WOODPILES, AND MAINTENANCE. All lots, whether occupied or unoccupied, shall be well-maintained, mowed and cut and no unattractive growth or accumulation of rubbish, debris, woodpiles, or building materials shall be permitted. Any yard having grass or vegetative growth in excess of six (6) inches shall be mowed. This guideline shall not apply to landscaped beds or natural areas. All trash, garbage or other waste shall not be kept except in sanitary containers. All garbage containers and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, or passing vehicles; provided garbage containers may remain on the curbside for up to twelve (12) hours on days of scheduled curbside pickup. No lot shall have a clothesline or similar obstruction used for the drying of clothing.

ARTICLE XIII

SIGNS. No sign of any kind, including billboards and yard sale signs, shall be displayed to the public view on any Unit except one professional sign of not more than five (5) square feet advertising property for sale. During the construction phase of the development the following signage shall be authorized: (i) the original builder shall be entitled to a sign not greater than five square feet identifying the name and address of the builder: (ii) a sign that identifies the Realtor who is marketing the property for the builder no greater than five square feet in an area to indicate whether a model home is open and the hours of operation. The Architectural Review Committee, however, shall be entitled to, in its sole discretion, enlarge signage rights during the initial stages of the development. Otherwise, no bandit signs, banners, or flags of any kind are permitted for any Unit. For the purposes of this section, the permit box, which is required by County Government, shall not be considered a sign.

ARTICLE XIV

LANDSCAPING. Each Unit will be landscaped with at least two trees in the front yard and foundation shrubbery at a minimum of three foot on center across the front of the dwelling and five foot on center down the sides of the dwelling. The Architectural Review Committee will determine the species and placement of landscape materials.

ARTICLE XV

FENCES. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the community, including any and all lots, without the prior written consent of the Declarant or the Architectural Committee. The Declarant and/or the Architectural Committee issues the following guidelines for fences:

Any Lot owner desiring a fence, must submit to the Architectural Committee an application that includes, at a minimum, a plat of the property with the proposed outline of the fencing to be installed, the type of fencing, including a picture of the fencing proposed and any other pertinent information. Approval of fencing may be withheld arbitrarily. Fencing must be black aluminum picket fencing and not exceed 54 inches in height. The fence shall not extend forward of the rear corners of the house and must meet minimum building setback lines, unless approved otherwise by the Architectural Committee. Lot owners shall maintain all approved fencing in a good, aesthetically appearing condition. No chain link or wooden fencing shall be allowed.

ARTICLE XVI

ENTRANCE TO SUBDIVISION. The entrance signs in the front of the subdivision, berms, islands, CBU's, lighting, and all community landscaping shall be maintained by the Homeowners Association. Owners of the lots on which community landscaping is located may not alter, construct, remove, or destroy any portion of the community landscaping without the approval of the Architectural Committee or its successors or assigns.

ARTICLE XVII

MAILBOXES (Lots 1, 2, and 3 as shown on the map recorded in PLAT BOOK 83 PAGE 487, Johnston County Registry with driveways on Freedom Road). All mailboxes shall be uniform and constructed according to that which is decided upon by the developer. The builder on each lot shall be responsible for placing same on the lot prior to the sale of said property to an owner, and the purchaser of said lot and house shall pay for same.

CLUSTER BOX UNITS (Lots 1 through 22 as shown on the map recorded in PLAT BOOK 89 PAGE 493, Johnston County Registry.) All CBU units will be purchased and maintained by the HOA and located at each entrance island. Each resident will receive 2 keys for their box. Resident is responsible for new lock fee and new keys fee if resident loses their keys.

STREET LIGHTS. The developer reserves the right to subject the real property in this subdivision to a contract with Duke Energy Progress, Inc. for the installation of street lighting, which requires a continuing monthly payment to Duke Energy Progress, Inc. by each residential customer. An estimated cost to each lot per month for street lights will be approximately \$6.35, but please note that this amount is subject to change based on fuel costs and adjustments at the discretion of Duke Energy Progress, Inc.

WALKING TRAIL. A community walking trail connecting the two cul-de-sacs in the community located along the boundary lines between Lots 5A & 7 and Lots 15 & 16 as shown on the map recorded in PLAT BOOK 89 PAGE 493, Johnston County Registry, and shall be reserved for community use and maintained by the Homeowners Association.

ARTICLE XVIII

CONSTRUCTION GUIDELINES. Each Unit must be kept neat and orderly during construction. Each lot will have a litter container or containment fence. All trash must be kept in containers at all times. Trash and debris must be hauled from the site at least weekly to ensure clean and neat development and construction areas. No burning of construction material is allowed. The landscaping and roadsides of each Unit must also be maintained while under construction. The grass on each Unit must be cut regularly. Damage to any landscaping or roadsides by subcontractors or deliveries to the Unit are the responsibility of the Builder and must be repaired without delay. No parking on roads or on shoulders of roads is permitted. Builder is to provide parking area on lot for all subcontractors.

Builder is responsible for any damage to adjoining property and roadway. Builder will repair any damages at builder's expense to developer's specifications. All work shall be completed within one year of commencement of construction or such shorter period as the Reviewer may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Reviewer.

ARTICLE XIX

VARIANCE. Provided it otherwise complies with the applicable zoning ordinances and the setbacks, if any, shown on the applicable recorded plat, the Architectural Committee shall have the absolute authority to approve by written waiver minor violations of not more than ten percent (10%) of the architectural guidelines or other applicable restrictions.

ARTICLE XX

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date on which the Declaration and Agreement is filed for registration in the Register of Deeds, after which period said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; provided, however, that any such instrument be recorded within a six-month period immediately preceding the end of the twenty-five (25) year period or any of the ten (10) year extension periods.

ARTICLE XXI

ENFORCEMENT. Enforcement shall be the responsibility of the Homeowners Association; however, any lot owner shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorney's fees and court costs incurred in enforcing or defending matters related to these covenants in an amount to be determined by the court. The Homeowners Association, at its discretion, may attempt to settle any violations in the following way: 1. An email or letter will be sent to the homeowner who is in violation of these restrictive covenants. The email or letter will contain information about the alleged violation and give the homeowner 15 business days to respond with a plan for resolving the violation. 2. Once a plan for resolution is submitted, the homeowner shall have 10 business days to comply. Additional time may be allowed at the discretion of the Homeowners Association. 3. If the homeowner does not comply and resolve the violation, they will be fined Ten Dollars per day (\$10.00) until the violation is resolved and lose any voting rights until the violation is resolved and the fine is paid. The Homeowners Association, at its discretion, may file a lien against the homeowner for any unpaid fines.

ARTICLE XXII

SEVERABILITY. Invalidation of any one of the covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions. Which other provisions shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XXIII

HOMEOWNERS ASSOCIATION. There shall be a Homeowner's Association. Said Association shall be operated by the Architectural Committee until the Declarant owns no lots in the subdivision or the Architectural Committee agrees to allow the then existing homeowners in the subdivision to operate the Association, whichever first occurs. Each lot owner for Lots 1-22 in the subdivision shall be responsible for annual dues to the Homeowners Association in the amount of \$300; and, each lot owner for Lots 1, 2, and 3 as shown on the map recorded in PLAT BOOK 83 PAGE 487, Johnston County Registry shall be responsible for annual dues to the Homeowners Association in the amount of \$100, said dues being due and payable on January 1st of each calendar year. The amount of the annual dues may be adjusted from year to year in accordance with the rules and bylaws of the Homeowners Association. If the annual dues to the Homeowners Association are not paid by January 30 of the year for which the dues are owed, the Homeowners Association shall be entitled to assert a lien against the lot for which the dues are delinquent. The amount of any such lien shall include the amount of the delinquent dues, plus the reasonable attorney's fees incurred by the Homeowner's Association in asserting and enforcing said lien.

At such time as McLemore Farms, LLC, or its successors or assigns, is no longer the owner of any lots in the subdivision, a meeting of the Homeowners Association will be called by the Declarant for the residents of the subdivision. At such meeting, the owners of each lot will organize themselves into a functioning Homeowners Association with a Board of Directors. The owners of each lot will have one vote. A quorum consisting of representation by at least fifty (50) percent of the lot owners shall be required. At such meeting, a majority vote of the lot owners represented will elect the new Architectural Committee and take over responsibility for all Homeowner association dues, including setting the annual amount and collection of same. Following this organizational meeting, the Homeowners Association will take over responsibility from the Declarant for maintaining the common areas in the subdivision, including the entrance signs, islands, and all landscaping for the subdivision. Any and all authority delegated to the Declarant by these covenants shall be transferred to the Homeowners Association. If no association has been formed at the time of the last conveyance by Declarant, the transfer shall take place upon the formation of such an association. In no event shall Declarant be responsible for enforcing these covenants after a period of twelve (12) months has elapsed since Developer's conveyance of the last lot.

ARTICLE XXIV – USE RESTRICTIONS

The following restrictions applicable to property within the Community shall remain in effect until such time as they are amended, modified, repealed or limited by action of the Association adopted pursuant to Article II or Article XXIII of the Declaration.

Section 1. General. The Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, construction and sales offices of Declarant and Builders, or offices for any manager retained by the Association) consistent with the Declaration.

Section 2. Restricted Activities. The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, the Homeowners Association:

- A. Each lot shall contain sufficient off-street parking space for at least two full-sized automobiles. No vehicle shall be parked on any street or common property abutting any of the lots. Parking of any vehicle on streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than in garages except on a temporary basis for such period of time as is reasonably necessary to load, unload, or prepare such vehicles for imminent use;
- B. Raising, breeding, or keeping of animals, livestock, or poultry of any kind, except that of a reasonable number of dogs, cats, or other usual and common household pets may be permitted on a Unit, provided they are not maintained for commercial purposes; however, those pets which are permitted to roam freely outside the boundaries of the owner's Unit, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the

occupants of other Units shall be removed upon request of the Association. If the pet owner fails to honor such request, the Association may remove the pet, in addition to imposing such other sanctions as are authorized by the Declaration. Dog owners shall keep their dogs on a leash at all times when outside the boundaries of the Unit and clean up their dog's excrement;

- C. Any activity that emits foul or obnoxious odors outside the Unit or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Units;
- D. Dumping of grass clippings, leaves or debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any stream, pond, or elsewhere within the Community or on lands adjacent to the community, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff;
- E. Accumulations of rubbish, trash, or garbage except between regular garbage pickups, and then only in approved sanitary containers;
- F. Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or reasonably interfere with the use of any Unit without the Owner's consent;
- G. Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Public Records, except that Declarant shall be permitted to subdivide, combine, or replat Units which it owns;
- H. Use of any structure of a temporary character, trailer, tent, shack, or other outbuilding as a residence, either temporarily or permanently; provided that Declarant and Builders may use construction and sales trailers. Manufactured homes on foundations shall be considered structures of a temporary character and shall not be permitted;
- I. Any business, trade or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Community; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to door solicitation of residents of the Community, and (iv) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board;

- J. One (1) commercial vehicle is allowed per lot owner. For this section a commercial vehicle is defined as having no more than 2 axles and used for a trade or business. Such vehicle shall not be parked on the street;
- K. Utility trailers are allowed per the following restrictions. They must not be more than 18 feet in length and must be stored in the rear of the property, out of sight from the street. Box-type or enclosed trailers are prohibited.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the provider’s family and for which the provider receives fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Permanent leasing or renting of a dwelling is prohibited in the subdivision; however temporary renting of a dwelling is only permissible by the Declarant. The leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. No Unit or any portion of the improvements thereon shall be leased for transient or hotel purposes.

This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Community or its use of any Units which it owns within the Community; and

Any construction, erection, or placement of anything, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of the Declaration. If not addressed in the Architectural Guidelines, the Board or the Architectural Committee, in their discretion, may prohibit or permit such things as it deems appropriate. This shall include, without limitation, mailboxes, signs, basketball hoops, swing sets and similar sports and play equipment; garbage cans; ornamental lawn figures; and hedges, walls, dog runs, animal pens, or fences of any kind including, without limitation, invisible pet fences. At no time will a fence of any kind be approved that will be placed forward of the rear foundation line of the house.

Section 3. Prohibited Activities and Conditions. The following shall be prohibited within the Community:

- A. Satellite dishes, antenna and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that (i) Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Community, and (ii) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (iii) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (iv) antenna or satellite dishes designed to receive television broadcast

signals ("Permitted Devices") shall be permitted provided that any such Permitted Device is placed in the least conspicuous location on the Unit in which an acceptable quality signal can be received and is screened from the view of the street and adjacent Units in a manner consistent with the Community-Wide Standard and the Architectural Guidelines;

- B. Sprinklers or irrigation systems or wells of any type which draw upon water from creeks, streams, ponds, or other ground or other surface waters within the Community; except that Declarant and the Association shall have the right to collect and divert storm water runoff from streets and other hard surfaces for irrigation and other purposes;
- C. Exterior lighting on any Unit which allows excessive light to be directed or reflected on the Common Area or other Units, except as may be permitted by the Association in accordance with Article XIX of the Covenants;
- D. The storage of garbage, trash, refuse piles, or unsightly objects except in containers and in areas approved by the Association;
- E. Laundry drying facilities including, but not limited to, clothes lines, outside of any improvement constructed on a Unit. In addition, the use of porch railings or any other part of the exterior of the Unit for drying or storing of clothes or other articles is prohibited;
- F. No above ground swimming pools shall be erected, placed, constructed or installed on any lot;
- G. Anything or condition which will result in the cancellation, or increase in premium, or reduction in coverage of insurance maintained by the Association or which would be in violation of any law or other applicable requirement of governmental authorities;
- H. The discharge of firearms and use of bows and arrows within the Community or on private property lands adjacent to the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein, the Association shall not be obligated to take action to enforce this prohibited activity; however, their failure to do so does not nullify their right to enforce this provision on any other occurrence of a violation of this prohibited activity;
- I. Fences or walls placed on any Unit nearer to the street or streets adjoining such Unit than is permitted under the set-back requirements for the main residence on such Unit, except for decorative subdivision entry features (in any); and

- J. Operation or storage of off-road recreational vehicles, including without limitation, dirt bikes, three or four wheelers, go-carts, or all-terrain vehicles shall not be permitted or used within the Community, or on private lands adjacent to the Community. Driving any vehicle on unpaved areas within the Community or on private lands adjacent to the Community is strictly prohibited.

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IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals on this 28 day of OCTOBER, 2019.

Denton F. Lee, Jr.
Denton F. Lee, Jr.

Jane A. Lee
Jane A. Lee

McLemore Farms, LLC

By: Denton F. Lee, Jr.
Denton F. Lee, Jr., Member/Manager

NORTH CAROLINA

COUNTY OF JOHNSTON

I, Anita C. Mitchell, a Notary Public for the County and State aforesaid, do hereby certify that DENTON F. LEE, JR. and JANE A. LEE personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal or stamp the 28th day of October, 2019.

Anita C. Mitchell

Notary Public

My commission expires: 8-8-2024

Anita C. Mitchell

Notary Public

Johnston County, NC

My Commission Expires August 8, 2024

NORTH CAROLINA

COUNTY OF JOHNSTON

I, Anita C. Mitchell, a Notary Public for the County and State aforesaid, do hereby certify that DENTON F. LEE, JR., Member/Manager of McLemore Farms, LLC, a North Carolina Limited Liability Company personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal or stamp the 28th day of October, 2019.

Anita C. Mitchell

Notary Public

My commission expires: 8-8-2024

Anita C. Mitchell

Notary Public

Johnston County, NC

My Commission Expires August 8, 2024