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Pitt County, NC
Lisa P. Nichols REG OF DEEDS

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(Above Space for Recorder's Use)

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR DIXON GROVE SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by SUTTON LAND HOLDINGS, LLC, a North Carolina limited liability company (hereinafter collectively referred to as "Declarant"); and ACREW, LLC, a North Carolina limited liability company (hereinafter referred to as "ACREW"):

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Pitt County, North Carolina, which is more particularly described on **Exhibit A** attached hereto and made a part hereof by reference (the "Declarant Property"); and

WHEREAS, ACREW is the owner of certain real property located in Pitt County, North Carolina, which is more particularly described on **Exhibit B** attached hereto and made a part hereof by reference (the "ACREW Property", together with the Declarant Property being hereinafter collectively referred to as the "Property"); and

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the common area located within Dixon Grove Subdivision (the "Subdivision") and to provide for enforcement of covenants and restrictions applicable to the Subdivision, and, to that end, desires to subject all of the Property within the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

submitted electronically by "Colombo Kitchin Dunn Ball & Porter, LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pitt County Register of Deeds.

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WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Common Area (as hereinafter defined), to administer and enforce covenants and restrictions applicable to the Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Declarant has therefore incorporated under North Carolina law as a non-profit corporation, Dixon Grove Homeowners Association, Inc., for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Declarant declares that the Property and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, all of which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof. ACREW joins in this instrument for the purpose of subjecting the ACREW Property to the terms and conditions of this Declaration. For the avoidance of doubt, the ACREW Property shall be subject to this Declaration to the same extent as if the ACREW Property was owned by Declarant at the time of recording this instrument.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Dixon Grove Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to any and all real property, together with any improvements thereon, and personal property owned by the Association for the common use and enjoyment of Owners. Common Area shall also include, for purposes of maintenance, operation, repair and improvements, all drainage easements and storm water detention facilities located on or connected with the Property described on **Exhibit A** and any additions thereto as provided in this Declaration.

Section 3. "Declarant" shall mean and refer to Sutton Land Holdings, LLC, a North Carolina limited liability company. It shall also mean and refer to any person, company or entity to whom or which Declarant shall assign or delegate the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the applicable public registry for Pitt County, North Carolina.

Section 4. "Development Period" means the period commencing on the date on which this Declaration is recorded in the Pitt County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns a Lot in the Subdivision; (ii) the date that Declarant relinquishes in writing Declarant's right to

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appoint Directors; or (iii) the occurrence of the date ten (10) years from the date of recording the Declaration, renewable for an additional ten (10) year period with the consent of a majority of Lot Owners other than the Declarant.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown on any recorded subdivision plat of the Properties, with the exception of any Common Area owned in fee by the Association and any public street rights-of-way shown on such recorded plat. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of new subdivision plats, any newly-platted Lot shall thereafter constitute a Lot.

Section 6. "Member" shall mean and refer to every person or entity who or which holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 8. "Properties" shall mean and refer to the property described in **Exhibit A** to this Declaration and any additional property annexed pursuant to Article II of this Declaration.

Section 9. "Unit" or "Dwelling" shall mean and refer to any building or portion thereof within the Properties which is designated and intended for use an occupancy as a residence by a single family, whether by the Owner of such Unit or by tenants or lessees of such Owner.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration as of the date of recording hereof, which is within the jurisdiction of the Association, is described on **Exhibit A** and **Exhibit B** attached hereto and incorporated herein by reference.

Section 2. Annexation of Additional Property. At any time prior to June 1, 2054, additional land may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Furthermore, at any time Declarant owns any Lot within the Properties, additional land may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat

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showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property annexed must be contiguous to property already subject to this Declaration. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

A supplementary declaration may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots or Units so annexed, as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. In no event, however, shall any supplementary declaration revoke, modify or add to the covenants and restrictions established by this Declaration so as to materially and adversely affect any portion of the Properties already subject to this Declaration. A supplementary declaration annexing additional property need only be executed by the Declarant and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members.

Nothing contained in this Article shall be construed to obligate or require Declarant to make any additions to the Properties.

Section 3. Conveyance of Common Area in Annexed Property. Promptly upon request of Declarant, the owner of the annexed property shall convey any or all Common Area located within the newly annexed property to the Association or, if requested by the Declarant, to the Declarant. Title to such Common Area shall be conveyed in the same manner as set forth in Section 3 of Article IV of this Declaration.

Section 4. Merger. Additional property may also be made subject to this Declaration by merger or consolidation of the Association with another *non-profit* corporation formed for the same or similar purposes. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Properties and the covenants and restrictions established upon property owned by the other association as one scheme. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 5. Effect of Addition of Property. Except by amendment of this Declaration as provided in Section 3 of Article IX hereof, no addition of property, whether by annexation, merger or consolidation, shall revoke or modify any provision of this Declaration as to the Properties already subject hereto or diminish the

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rights of the Owners of Lots and Units within the Properties, except for the dilution of voting strength that occurs as a result of inclusion of additional Members of the Association.

Section 6. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex Additional Property pursuant to this Article for the purpose of removing any portion of the Properties then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Subdivision, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Subdivision.

Section 7. Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or commercial Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes of Membership. The Association shall have two (2) classes of Membership:

- (a) Class A Members. Every person, group of persons, or entity which is a record Owner of a fee interest in any Lot within the Property, shall automatically be a Class A Member of the Association except the Declarant during the Development Period; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class A Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to Assessment. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record Owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot portion shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

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- (b) Class B Members. The Class B Member during the Development Period shall be the Declarant. The Class B Membership shall cease and be converted to Class A membership upon the expiration of the Development Period.

Section 3. Voting Rights. Each Member shall have one vote with respect to each Lot owned by such Member, but a Class A Member shall not be entitled to exercise any vote until the expiration of the Development Period.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment and Access. Except as limited by the provisions of this Section 1 and by the rules and regulations adopted by the Board of Directors of the Association, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

(a) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

(b) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. After all Lots have been conveyed by the Declarant, no such dedication or transfer shall be effective unless the Members entitled to at least 80% of the votes of the entire membership of the Association and at least three-fourths (3/4) of the votes agree to such dedication, sale or transfer and signify their agreement by a signed document recorded in the applicable public registry for Pitt County, North Carolina. Nothing herein shall be deemed to prohibit the Board of Directors of the Association, without consent of the Members, from granting easements over and across the Common Area to any public agency, authority or utility for the installation and maintenance of sewerage, utility (including cable television) or drainage facilities when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of properties within the Subdivision. Notwithstanding anything herein to the contrary, the Common Area shall be preserved for the perpetual benefit of the owners of Lots within the Subdivision and shall not be conveyed except to a governmental entity or another nonprofit corporation organized for similar purposes.

(c) the right of the Association, to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred,

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provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members and the Association as set forth herein.

(d) the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility.

(e) the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area,

(f) the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area.

(g) the right of the Association to otherwise deal with the Common Area as provided in the Articles of Incorporation and Bylaws of the Association.

Section 2. Delegation of Use. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner, to his tenants, contract purchasers, guests, invitees or licensees.

Section 3. Conveyance of Common Area To The Association. No later than the time Declarant no longer exercises voting control over the Association as provided in Article III hereof, Declarant shall convey, and the Association shall accept, fee simple title to all Common Area (except Common Area easements) within the Properties, and shall reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations, conditions and restrictions as then may be of record, and the Association shall accept all such conveyances, grants and reservations, provided, however, that so long as Declarant owns any Lots within the Properties, Declarant reserves an easement over and across any Common Area deeded to the Association for the purpose of constructing and maintaining any improvements on the Common Area as it deems necessary or advisable, provided that any such improvements must comply with the requirements of the appropriate governmental authority. Any improvements placed on the Common Area by Declarant shall become the property of the Association upon completion of such improvements.

Section 4. Regulation and Maintenance of Common Area and Common Area Easements. It is the intent of the Declarant that the Common Area be preserved for the perpetual benefit of the Owners.

(a) Regulation of Common Area. The Association may adopt and promulgate rules and regulations governing the use of the Common Area by Owners and their family, guests and invitees. No Owner or other permitted user shall use the Common Area or any portion thereof in violation of the rules and regulations contained in this Declaration or subsequently adopted by the Association.

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Without limiting the generality of the foregoing, no Owner or tenant, guest or invitee of an Owner shall, without the specific prior written consent of the Association: (i) damage or waste the Common Area or improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure or other improvement or thing on the Common Area; (iii) place any garbage receptacle, trash or debris on Common Area; (iv) fill or excavate any part of the Common Area; (v) landscape or plant vegetation on Common Area; or (vi) use the Common Area or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.

(b) Rights and Responsibilities of the Lot Owners as to Common Area Easements. Each Owner of a Lot upon which a Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area easement.

(c) Rights and Responsibilities of the Association as to Common Area. The Association shall have the right and obligation to ensure that the Common Area is preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Area in its natural or improved state, as appropriate, and keep it free of impediments to its use by the Owners, subject to the provisions of this Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, Directors and officers, against any loss or damage suffered by any person, including the Owner of the Lot upon which Common Area lies, resulting from use of the Common Area; (iii) procure and maintain adequate hazard insurance covering the real and personal property owned in fee by the Association; and (iv) pay all property taxes and other assessments levied against all Common Area owned in fee by the Association.

(d) Declarant's and Association's Right of Entry. The Declarant and the Association and the employees, agents, contractors and subcontractors of each, shall have a nonexclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area easement for the purposes of: (i) installing and maintaining subdivision entrance signs, features, fencing and landscaping; and (ii) making such improvements to the Common Area; and (iii) maintaining the Common Area easement in its natural or improved state.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is

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deemed to covenant and agree to pay to the Association annual assessments and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 9 of this Article V and all costs of collection, including reasonable attorney's fees, shall be a charge against and, a continuing lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, shall also be the personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such Lot at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

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 Subdivision and, in particular, for: (i) acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area; (ii) repair and reconstruction of improvements on, the Common Area, including, without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii) payment of taxes and public assessments levied against the Common Area owned by the Association in fee; (iv) procurement and maintenance of insurance in accordance with the Section 4(c) of Article IV of this Declaration; (v) employment of attorneys, accountants and other persons or firms to represent the Association when necessary; (vi) payment of principal and interest on funds borrowed for Association purposes; (viii) such other needs as may arise; and (ix) payment for the maintenance and operation of street lights.

Section 3. Intentionally Omitted

Section 4. Special Assessments. In addition to the annual assessments, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto, for repayment of indebtedness and interest thereon, or for any other purpose.

In addition to the annual assessments, the Association may create a working reserve fund to be collected at the time of purchase from the declarant, for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto, for repayment of indebtedness and interest thereon, or for any other purpose.

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Section 5. Assessment Rate; Collection Period. Except as provided in Section 6 of this Article V, the annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a yearly, semi-annually, quarterly or monthly basis, as determined by the Board of Directors.

Section 6. Declarant's Assessments. Notwithstanding any other provision of this Declaration, the Articles of Incorporation or the Bylaws of the Association, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Lot or other property that it owns within the Properties.

Section 7. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days prior to the meeting. At such meeting, the presence of Members, in person or by proxy, entitled to cast fifty (50%) percent of the votes of the entire membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and if called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Date of Commencement of Annual Assessments; Amount of Initial and Subsequent Annual Assessments; Certificate of Payment. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to all Lots in any phase on the first day of the month following the conveyance of a Lot or Unit within that phase to an Owner other than the Declarant.

At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot. At least fifteen (15) days before January 1 of each year, the Board of Directors shall send written notice of such assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors.

The Association shall, upon demand, and for such reasonable charge as the Board of Directors may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

Section 9. Effect of Nonpayment of Assessments; Remedies. An assessment not paid within ten (10) days after the due date shall incur such late charge as the Board of Directors may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay

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the same and/or foreclose the lien against the Lot for which such assessment is due. Interest, late payment charges, reasonable attorneys' fees, and the costs of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non- use of the Common Area or by abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first mortgage on a Lot. Sale or transfer of a Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of any assessment which became due prior to the date of such conveyance. No such sale or transfer shall relieve such Lot from liability for any assessment 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.

Section 11. Exempt Property. All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI
EASEMENTS

Section 1. Access and Utility Easements. Easements for the installation and maintenance of driveways, walkways, water, gas, telephone, cable television and electric power transmission lines, sanitary sewer and storm water drainage facilities, and for other public utility installations are reserved as shown on the recorded plats of the Properties. The Association may reserve or grant easements over the Common Area as provided in Article IV, Section 1(b), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

For a period of thirty (30) years from the date hereof, Declarant reserves, for itself and its employees, agents, successors and assigns, an easement upon and a right of ingress, egress and regress on, over and under the Properties for the purposes of constructing and maintaining water, sewer, gas, storm water drainage and retention, telephone, cable television, and electric, and other utility facilities to the extent required by any applicable governmental entity or deemed by the Declarant to be necessary or convenient for the

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development, use and enjoyment of the Properties and the Common Area and for the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

Section 2. Easements for Governmental Access. An easement is hereby established over the Common Area and every Lot within the Properties for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

Section 3. Association's Easement and Right of Entry. The Association, for itself and its employees, agents, contractors, subcontractors and invitees, shall have a perpetual access easement over the each Lot to the extent reasonably necessary to perform the maintenance to be performed by the Association.

Section 4. Easement Over Common Area. A perpetual, non-exclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to and from streets, parking areas and walkways serving the Properties.

ARTICLE VII

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and shall keep the Common Area in good, clean and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area and the performance of its other obligations hereunder. The Association shall operate and maintain areas designated by the Declarant as Common Areas, whether or not title to such areas has been formally conveyed to the Association. The Association shall also be responsible for enforcement of the covenants and restrictions contained in this Declaration.

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Section 2. Manager. The Association may employ and pay for the services of a person or entity, including the Declarant (the "Manager"), to assist the Association in managing its affairs and carrying out its responsibilities hereunder and such other persons or entities, including attorneys and accountants, as the Association deems necessary or advisable, whether such persons or entities are engaged, furnished or employed by the Manager or directly by the Association. The Association may enter into a Management Agreement for such management services upon such terms as the Board of Directors may deem appropriate. The payment of management fees due to the Declarant may, at Declarant's option, be deferred until such later date as Declarant, in its sole discretion, deem appropriate. Furthermore, any management fees due to Declarant may, at Declarant's option, be credited against any assessments due or to be coming due from the Declarant.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Articles of Incorporation or Bylaws of the Association.

Section 4. Insurance: Bonds. The Association shall procure and maintain adequate liability insurance covering the Association. The Association shall also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association, and shall procure and maintain officers', directors' and employees' liability insurance, and such other insurance as it deems necessary or advisable. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration. The Association may cause any or all persons responsible for collecting and disbursing monies of the Association to be bonded.

Section 5. The Association may exercise any other right or privilege and take any action authorized by this Declaration, the Association's Articles or Bylaws, or the North Carolina Nonprofit Corporation Act, as from time to time amended, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege or the taking of any action authorized herein or therein.

ARTICLE VIII
USE RESTRICTIONS

Section 1. Water Retention Areas. The Association shall be responsible for maintaining the portions of the storm water drainage system which are within the Common Area, including the water quality and quantity standards of the approved plans, to the extent required by law. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the storm water system to meet water quality and quantity design standards of the approved plans and any future governmental laws, rules or regulations.

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Each Owner of a Lot which borders a water retention area shall maintain any portion of that Owner's Lot lying within a retention area free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area.

Swimming and bathing in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

Section 2. Land Use and Building Types. The Property shall be known, described and restricted to residential purposes only. No mobile home, pre-fab, modular home, package home or other pre-built home shall be placed on any Lot. Any residence built on any Lot shall be "stick built" except that pre-fabricated roof trusses and pre-fabricated fireplaces and chimneys may be utilized in a residence built on any Lot. No structures shall be erected, placed or permitted to remain on any lot other than one single-family brick veneer, stone, cinder block, wood frame or vinyl siding dwelling or a dwelling of composite construction containing some or all of the preceding types of construction (which may include an attached garage or carport for not more than three (3) cars) and one detached outbuilding to be constructed of the same materials that the residential property is constructed on such lot. All structures must use dimensional shingles. No structure of any type shall be started on any Lot until the plans of such structure and the plot plans showing the location of such structure have been approved in writing by the Declarant. Should the Declarant fail to give its written approval or disapproval within the thirty (30) days after the submission of such plans then, and in such event it shall be deemed to have approved same for the purpose of this Section 2.

Section 3. Dwelling Size and Construction. Any residence built on a Lot shall contain no less than one thousand seven hundred (1,700) square feet of heated space, exclusive of one story open porches and garages.

Section 4. Setbacks. No building shall be located nearer to the front line than the minimum building setback lines as shown on the record plat. No building shall be located nearer than ten (10) feet to any side lot or back lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 5. Prohibited Uses. No barbershop, beauty parlors, or shops, or any commercial or business activity shall be permitted or shall suffer to remain on any lot, and no activity shall be carried on which, under the zoning ordinance of Pitt County, North Carolina, are identified as "cottage industries". No trade material or

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inventories may be stored upon any lot, and no business or commercial venture shall be directed or carried on any lot.

Section 6. Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on any lot, which is or may become an annoyance or nuisance to the neighborhood.

Section 7. Temporary Structures, Outbuildings and Trailers. No structure of a temporary nature, including but not limited to a trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, modular home, tent, shack, barn or other outbuilding shall be permitted to exist on any lot as a residence.

Section 8. Tanks. Any tanks for use in connection with any Lot, including tanks for storage of fuels, must either be buried or concealed sufficiently from view of neighboring lots, roads, streets or Common Area.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign not more than eight (8) square feet advertising the property for sale, or signs used by a builder, developer, realtor, or owner to advertise the property during construction and when for sale. This provision shall not preclude the Declarant from placing one or more signs noting the name of the subdivision.

Section 10. Animals. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred or kept on any Lot, except that domesticated dogs and cats and small, non-offensive and harmless household pets may be kept by the owner of any Lot, provided that they are not kept or used for breeding or maintained for any commercial purposes. No owner of any lot will be allowed to keep more than three (3) such animals on the Property. No staking of pets to a chain or similar device is allowed on any property. No pet or "dog runs" shall be permitted except within a privacy fence. Pets kept outside must not constitute a danger or nuisance including, but not by way of limitation, excessive barking or causing property damage to other Lot Owners or to the Subdivision. No animals shall be permitted on or in the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. The Association shall have the right to expel animals from the community based upon the Owners continuing violation(s) of the governing documents.

Section 11. Trucks and Tractors. No trucks or tractors may be regularly stored or parked upon any lot. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to ¾ tons in size, be used by any lot owner for his personal use, and such truck may be parked upon the property. Also, the

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owner of any lot may park thereon a lawn tractor to be used for the upkeep of the property. Also, no inoperative or junked cars may remain on the property for more than thirty (30) days.

Section 12. Clotheslines. No clotheslines or drying yards are permitted on any Lot.

Section 13. Lot Maintenance. All individual purchasers, from and after the date of the recording of these covenants, shall be required to keep their respective lots free and clear of weeds, rubbish, trash, debris and other matter.

Section 14. Fences. No fence over six (6) feet in height shall be constructed, built or erected on any lot, and all fencing permitted hereunder will be constructed, built or erected along the property lines of such lot, after having obtained written approval for same from Declarant or its designee. It is further provided that no fence of any kind shall be constructed on any lots on the Property closer to the front of any lot than the rear portion of the main dwelling constructed on said lot. No "chain link" style fence shall be permitted on any Lot. On interior Lots or on the interior side of a corner Lot, fences must extend to the side boundary line. No double fencing between Lots is permitted, and each Lot owner shall have the right and easement to extend his fence to the fence erected on the adjacent Lot.

Section 15. Construction and Improvements. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications within twelve (12) months from commencement.

Section 16. Outside Antennas. A satellite dish or comparable communication device may be placed, used or erected on any lot within the property, either temporarily or permanently, provided it shall not be located in the front or side yard of the dwelling, be larger than twenty-four (24) inches in diameter, and not exceed a height of twenty (20) feet.

Section 17. Garages. Any attached or detached garage located on any lot which opens to the front or any side lot line must have a garage door which will close to block the view of articles in said garage.

Section 18. Utilities. All utilities must be placed underground.

Section 19. Recreational Vehicles. No mini-bikes, motorbikes, ATVs or similar vehicles shall be used on lawns, unpaved streets or undeveloped areas. No vehicles, boats, trailers, recreational vehicles or the like shall be parked on the streets of the Subdivision except for hourly guests visiting a property owner. No vehicles covered with tarpaulins, boats, trailers, recreational vehicles or the like shall be parked on a Lot other than in a garage or in a paved driveway behind the front facade of the main dwelling, or in the back yard of a Lot in an area not visible from the street in front of the dwelling or from any portion of the Common Area. Notwithstanding the foregoing, no trailers greater in length than 36 feet, and no recreational vehicles greater in

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length than 36 feet shall be allowed anywhere on the property other than in a garage, or in the back yard of a Lot in an area not visible from the street in front of the dwelling. In addition, no more than a maximum of 2 boats, trailers and recreational vehicles (total) shall be allowed anywhere on the property and must be stored in a garage or in the back yard of a Lot in an area not visible from the street in front of the dwelling.

Section 20. Ramps and Goals. No bicycle, skateboard or other entertainment ramps or other temporary or permanent recreational device or structure may be erected or placed on any Lot. No basketball goals, soccer goals or sporting nets may be placed or situated in the front yard of any Lot or upon any road or Common Area.

Section 21. Swimming Pools. Any swimming pool must be only in the rear yard, and only if approved in writing by the Declarant, its successor or assigns as to location and design, and any such pool must be screened by a privacy fence which must be approved in writing by the Declarant, its successors and/or assigns.

Section 22. Mail Boxes. No mail or paper box or other receptacle of any kind for use in the delivery of mail, magazines, packages, newspaper or similar materials shall be erected or located upon any Lot except such receptacles of standard design as approved by the Declarant, its successors and/or assigns.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Further, the Board of Directors shall have the right to record in the appropriate land records a notice of violation of this Declaration or the Bylaws of the Association, or any rules, regulations, use restrictions, or design guidelines promulgated by the Association and to assess the cost of recording and removing such notice against the Owner in violation of the Declaration.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. For so long as Declarant owns any Lot or Unit within the Properties, this Declaration may be amended by the Declarant, without the consent or joinder of any other Owner or the Association. Any such amendment shall be effective upon recording of same in the applicable public registry for Pitt County, North Carolina. No amendment shall be binding upon any Lot or Owner until fifteen (15) days after a copy of such amendment has provided to such Owner.

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The covenants and restrictions of this Declaration, and any amendments thereto, are appurtenant to and shall run with and be binding upon the Properties and the Owners thereof for a term of twenty-five (25) 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 by a vote of the Owners as set forth below.

This Declaration may be amended during the first twenty-five year period by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and terminated during the first twenty-five year period by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots, and thereafter amended by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots or terminated by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots. Amendment or termination shall be by written instrument signed by the appropriate persons or entities and recorded in the applicable public registry for Pitt County, North Carolina, and upon recordation, shall be binding on all Lots and Units within the Properties and the Owners thereof, without regard to whether the Owner of such Lot voted for or against or signed or did not sign the amendment.

Section 4. Interpretation. Headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any provision hereof. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the word "including" shall mean "including, without limitation". This Declaration and the provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina.

Section 5. Subdivision of Lots. No Lot within the Subdivision may be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded plat, except by or with the consent of the Declarant and, if required, by the appropriate governmental authority.

Section 6. Declarant's Right to Change Development. With the approval of the appropriate governmental authority, and subject only to such terms and conditions as said authority may impose, Declarant shall have the right, without consent or approval of the Owners, to create Lots and Units, add Common Area, and reallocate Lots or Units within the Properties.

Section 7. Street Lights. Greenville Utilities Commission may install and maintain rural residential street lighting within the subdivision. Following the installation of residential street lighting by means of LED, mercury vapor or sodium vapor lighting units within the subdivision, any party or person who may then own, or may hereafter own, any interest in any lot within the subdivision, shall be obligated to pay to Greenville Utilities Commission of the City of Greenville, North Carolina, the monthly rate per lot (plus applicable North Carolina sales tax) set forth in Electric Rate Schedule No. 4-A, entitled Rural Street Lighting Service, of the

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Utility Regulations of Greenville Utilities Commission. The obligation to pay such a monthly rate, as it may change from time to time, shall continue until such time as the subdivision is annexed into the corporate limits of a city, town or village, and responsibility for the cost of street lighting is assumed by, or transferred to, a governmental unit. Any and all LED mercury vapor or sodium lighting units installed within the subdivision shall be and remain the property of Greenville Utilities Commission.

IN WITNESS WHEREOF, the Declarant has duly executed this instrument on this the 29 day of April, 2024.

SUTTON LAND HOLDINGS, LLC

By: 
Darren Sutton, Manager

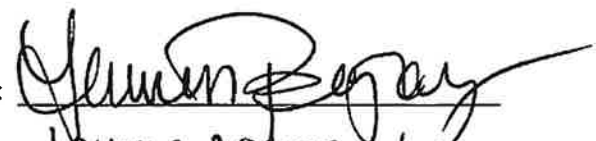
STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Darren Sutton, Manager of Sutton Land Holdings, LLC

Witness my hand and Notary Seal this the 29 day of April, 2024.

[Affix Notary Seal Below]

Notary Signature: 
Notary Print Name: Lauren Berezney
Notary Public

My Commission Expires: 2/6/29



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ACREW joins in this instrument for the purpose of subjecting the ACREW Property to the terms and conditions of this Declaration.

ACREW, LLC

By: Charles Robinson
Charles Robinson, Manager

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Charles Robinson, Manager of ACREW, LLC

Witness my hand and Notary Seal this the 29 day of April, 2024.

[Affix Notary Seal Below]

Notary Signature:

Lauren Berezney

Notary Print Name:

Lauren Berezney

Notary Public

My Commission Expires: 2/6/29

#380205



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LENDER SUBORDINATION

The undersigned, is the "Lender", "Grantee" or "Beneficiary" under the following instruments:

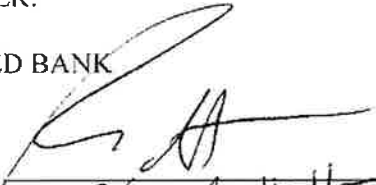
- i. Commercial Construction Deed of Trust recorded in Book 4498, Page 768 of the Pitt County, North Carolina, Register of Deeds' Office;
- ii. Assignment of Leases and Rents recorded in Book 4498, Page 777 of the Pitt County, North Carolina, Register of Deeds' Office;
- iii. Commercial Construction Deed of Trust recorded in Book 4498, Page 787 of the Pitt County, North Carolina, Register of Deeds' Office;
- iv. Assignment of Leases and Rents recorded in Book 4498, Page 796 of the Pitt County, North Carolina, Register of Deeds' Office;
- v. Commercial Construction Deed of Trust recorded in Book 4498, Page 806 of the Pitt County, North Carolina, Register of Deeds' Office; and
- vi. Assignment of Leases and Rents recorded in Book 4498, Page 815 of the Pitt County, North Carolina, Register of Deeds' Office.

The undersigned does hereby agree that all of Grantee's right, title and interest in and to the property described in the above-referenced instruments shall be subject to and subordinate to the foregoing Declaration of Covenants, Conditions and Restrictions for Dixon Grove Subdivision.

IN WITNESS WHEREOF, Lender has executed this Lender Subordination effective as of the date written below.

LENDER:

UNITED BANK

By: 
Name: Eric Mullett
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Eric Mullett, Vice President of United Bank.

Witness my hand and Notary Seal this the 29th day of April, 2024.

[Affix Notary Seal Here]

My Commission Expires July 13, 2028

Signature: Nola Stocks
Print Name: Nola Stocks
Notary Public

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EXHIBIT A

All those certain lots or parcels of land lying and being in Pitt County, North Carolina and being more particularly described as follows:

Lying and being in Grimesland Township, Pitt County, North Carolina and being all of that 48.599 acre (including right-of-way) tract as shown on survey entitled "Recombination Survey for Sutton Captial Group" dated June 28, 2022, prepared by Matrix East, PLLC Professional Land Surveyors and recorded in Map Book 88, Page 198, Pitt County Registry.

LESS AND EXCEPT FROM THE FOREGOING all of Lots 1, 2, and 3 of Dixon Grove, Phase 1 as shown on map recorded in Map Book 91, Page 62, Pitt County Registry. ACREW, LLC joins in this conveyance to subject said lots to this Declaration.

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EXHIBIT B

All those certain lots or parcels of land lying and being in Pitt County, North Carolina and being more particularly described as follows:

Lying and being in Grimesland Township, Pitt County, North Carolina and being all of Lots 1, 2, and 3 of Dixon Grove, Phase 1 as shown on map recorded in Map Book 91, Page 62, Pitt County Registry.