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Gaston County, NC Register Of Deeds
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Prepared by and return to: John H. Russell, Jr., Atty, P.O. Box 488, Gastonia, NC 28053

STATE OF NORTH CAROLINA

COUNTY OF GASTON

# DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS, AGREEMENTS AND RESTRICTIONS, FOR CAROLINA NORTH SUBDIVISION

***PURSUANT TO N.C. GEN. STAT. § 47F-3-121(1) THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA. SPECIFICALLY, THIS DOCUMENT REGULATES THE SIZE AND LOCATION OF FLAGS.***

***PURSUANT TO N.C. GEN. STAT. § 47F-3-121(2) THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.***

WHEREAS, May Green Properties, LLC, hereinafter referred to as the "Declarant", is the fee simple owner of certain real property situated in Gaston County, North Carolina, and desires to establish on a portion thereof a community consisting of residential dwellings to be known as the Carolina North subdivision (hereinafter called "Carolina North") and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Carolina North.

WHEREAS, Declarant desires to ensure the attractiveness and continuity of Carolina North, and to prevent any future impairment thereof, and further to prevent nuisances and preserve, protect and enhance the values and amenities of all properties within Carolina North. To this end the Declarant desires to subject the real property described herein, together with such additions as

may hereafter be made thereto, to the restrictions, conditions, easements, covenants, and agreements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THERFORE, in consideration of the promises and conditions set forth above, the Declarant hereby declares that Lots 1-28 as shown on that certain plat of Carolina North titled "Final Plat of Major Subdivision for Carolina North Subdivision," made or prepared November 25, 2024 by the Thrasher Group, Registered Surveyors, and recorded in Plat Book 106, Page 48 in the Gaston County Public Registry, along with such other property as may hereafter be added as provided herein, be made subject to this Declaration of Restrictions, Conditions, Easements, Covenants and Agreements (hereinafter called the "Declaration") and shall be held, transferred, sold, conveyed, occupied and used subject to the Declaration and all matters hereinafter set forth, said Declaration and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring right, title or interest in the described property or any part thereof, along with their respective heirs, legal representatives, successors, successors-in-title, and assigns, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

This Declaration is hereby further declared to be in furtherance of the plan for the subdivision as established by the Declarant and for enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof.

## CONDITIONS, COVENANTS, EASEMENTS, AGREEMENTS, AND RESTRICTIONS

### ARTICLE I

### PROPERTY SUBJECT TO THE DECLARATION

Section 1. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and within the jurisdiction of the Association is located in Gaston County, North Carolina, and is described as follows:

**See Exhibit "A" attached hereto.**

The Declarant may (but shall not be obligated to) cause any additional Property to be made subject to the terms and conditions of this Declaration, and the scheme of development evidenced thereby, by filing one or more supplemental declarations in the Gaston County Public Registry containing a description of such part of such Additional Property, if any, and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to such part of the Additional Property, whereupon such part of the Additional Property shall become part of the Property for all purposes herein. Such supplemental Declaration need only be approved and executed by the Declarant.

Section 2. Lots 3, 4, 5, 6, and 7 of Carolina North and three property owners of the Carolina South development and/or located South of the subdivision as shown on the Final Plat described

herein are the joint owners sharing the "pond" shown on the Plat and as such shall be solely responsible for maintenance of the pond. "Maintenance" as referred to in this Article I, Section 2, shall include without limitation maintenance of the Dam, spill way, pipe structure, and anything relating to the integrity of the pond structure, and upon transfer and conveyance of the Deeds to Lots 3, 4, 5, 6, and 7, Declarant shall be released from any and all responsibility for maintenance of the Dam and any associated structures. The Dam shall be kept free of any tree growth and shall, from time to time, be bushhogged and mowed to keep the foliage down. The spillway area should be kept free of trees, limbs, or other natural occurrences that would block any water flow during rain events. Any erosion due to natural occurrences shall be repaired as it relates to the Dam or spill way areas. The Owners of the Lots referenced herein, including the Declarant for as long as it owns any of said Lots, shall further comply with any rules, requirements, or Notices that may be promulgated with respect to the Dam by the North Carolina Division of Environmental Quality ("DEQ") or other governmental agency having regulatory authority over the Dam or pond, provided however, that all such Lot Owners including the Declarant shall retain the right to object to or challenge the lawfulness or reasonableness of any rule, regulation, or Notice so issued by DEQ. The pond perimeter shall be kept natural and no earth within 35 feet of the high water line shall be disturbed. Pruning of shrubs and trees is permitted. By acceptance of Deeds to Lots 3,4, 5, 6, and 7, all Lot Owners acknowledge that the Declarant did not build the pond and further acknowledge that the Deeds and/or contract will include an Agreement in addition to this restriction releasing and holding Declarant harmless of and from any further obligations or responsibility for maintenance or any other liability with respect to the pond. Said Owners of Lots agree to be bound by the terms of such Agreement in additional to the provisions of this Section. The provisions of this Article I, Section 2 shall not operate to subject any property outside of the Subdivision to the terms, conditions, or restrictions of this Declaration; any such properties are identified only for the sake of reference, and all obligations, restrictions and releases pertaining to any properties outside of the Carolina North Subdivision shall be incorporated in and made binding upon such properties and/or owners by a separate agreement or document.

Section 3. Lots 3, 5, 6 and 7 shall be allowed to have and maintained up to a 12' by 12' flat dock, and if built shall be constructed from treated lumber or similar products. The owner of Lot 4, and all successors and assigns, by acceptance of Deed to such property, recognizes and acknowledges that this Lot has limited pond frontage and access and accordingly, no structure or dock will be permitted on or in the pond frontage of Lot 4. All docks must be situated such that they do not extend more than fourteen (14) feet from the shoreline and may not have any permanent canopy. Only small fishing boats, kayaks, or canoes may be used on the pond; gas powered engines of any size are prohibited. All boats shall be stored at least 50 feet from the edge of the pond and shall be screened from view of adjoining property owners when not in use.

Section 4. These conditions, covenants, easements, agreements and restrictions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all Lots described herein or hereinafter made subject hereto, unless amended or terminated as provided below. This Declaration may be modified or amended from time to time by written instrument approved by the owners of at least two-thirds (2/3) of the Lots subject hereto at the time thereof. The Declarant may modify this Declaration as long as the Declarant owns any Lot affected by any condition or provision set forth herein.

ARTICLE II

COMMON AREAS, MAINTENANCE, and EASEMENTS

Section 1. The "Common Area(s)" or "Common Open Space" as used in this Declaration shall include all common areas and spaces depicted on that certain Plat for Carolina North Subdivision prepared by The Thrasher Group, Registered Surveyors, dated November 25, 2024 and recorded in Plat Book 106 Page 48 of the Gaston County Registry, together with the mailbox kiosk, if any, the entrance monument and area, any maintenance easements, stormwater measures, or any other common areas which may subsequently be created and/or designated by the Declarant or the Association. At the time of the formation of the Association as provided herein, or at such earlier time as the Declarant in its sole discretion may deem necessary, an initial assessment obligation for the purpose of maintaining the Common Areas shall be established by the Declarant or the Association and such fees may be modified from time to time, as provided herein and determined by Declarant or the Association.

Section 2. Except as otherwise provided or limited by this Declaration or any Zoning approval for the Development, no sale, transfer, dedication, hypothecation, partition, subdivision, abandonment, release or alienation of the Common Open Space shall occur or be valid, whether by act or omission of the Association, without the vote or written consent of sixty-seven percent (67%) of the total Voting Power of all Members.

Section 3. The Declarant shall maintain the Common Areas and Common Open Space until such time as the Association is formed, and after such time the Association shall repair and maintain the Common Areas, including but not limited to any Recreational Area, **not including the Pond**; and any improvements, utilities and facilities located on or utilized in connection with the Common Area. Each Owner of a Lot within the Subdivision acknowledges, by accepting a deed thereto, that certain Common Areas may be landscaped, and others may be left in a natural state, and that all Common Areas may not be landscaped to the same degree and extent.

Carolina North Road and Lowie Lane have been constructed to NC DOT standards for the purpose of dedicating these streets as public roads. Developer agrees to maintain said roads until the earlier of (i) two years from the date this Declaration is recorded; or (ii) the date each road is dedicated to, and accepted by, the North Carolina Department of Transportation. In the event either road is not accepted by the NC DOT within two (2) years of the date this Declaration is recorded, such road(s) shall then become part of the Common Areas or Common Property and maintained by the Association as provided herein, unit such time as the roads are accepted for maintenance by NC DOT.

The Association may contract with the local electrical power utility for installation and/or continuous operation of decorative streetlights to be located within the public streets in the Development and shall pay to such utility such fees and/or charges for the operation thereof.

Section 4. All driveway or other pipe installed in ditches in the road right of way shall be constructed of reinforced concrete or plastic pipe with a diameter meeting all applicable governmental standards (but in no case may be less than 15" in diameter). All improvements such

as pipe, head walls and irrigation shall be approved by Gaston County. No irrigation or other improvements may be installed in any right of way unless an encroachment permit is approved by the Declarant, the Architectural Control Committee, as set forth below, or Gaston County.

Section 5. Any damage (including but not limited to: tracking mud, pouring concrete or depositing debris) to any street shown on the Plat or to the ditches or shoulders of the street, or to the flow of drainage water along the said street caused by construction, maintenance, or other activities of any kind upon a Lot or driveway, or by traffic to and from any Lot, shall be promptly repaired at the expense of the applicable Lot owner. Each Lot owner shall be fully responsible for the acts of his or her guests, invitees, agents, contractors and subcontractors. Each Lot owner at his or her sole expense shall take such precautionary and/or preventative measures, including but not limited to grassing, siltation fences, matting and rip-rap, as may be necessary to prevent erosion or sedimentation from such owner's Lot into or on to any waterways, roads, adjacent Lots, or Common Areas. All Lot Owners shall further abide by any storm water management requirements of Gaston County.

Section 6. All of the Property, including Lots, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewer, storm drainage facilities, gas lines, telephone lines, electric power lines, and other public utility facilities as shall be established by the Declarant or by recording of the Subdivision Plat; and the Declarant, prior to conveying the Common Areas to the Association, and the Association, after conveyance of the Common Areas, shall have the power and authority to grant and establish upon, over, under, and across the Common Areas such further easements as are requisite for the convenient use, development and enjoyment of the Property.

Section 7. There is hereby reserved in the Declarant, and its agents and employees, an easement and right of ingress, egress, and regress across all Common Areas and/or Common Open Space for the purpose of development of the Property and construction of improvements within the Property. All Lots shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Declarant to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves and walls.

Section 8. In furtherance of the easements granted in this Article II for the benefit of Declarant, its successors in title and assigns, all of the Property, including all Lots shall be subject to a non-exclusive, permanent blanket easement reserved and granted, as applicable, to Declarant, its successors in title and assigns, for the construction of any and all improvements on the Property subject to the Declaration, including, without limitation, utilities (such as, storm drainage systems hereafter or hereinbefore constructed on any Lot or on the Common Areas, including but not limited to the right to drain and detain stormwater into any natural detention pond which may be constructed) completion of improvements, (such as dwellings) and installation of streets, utilities, cable lines, and other lines hereafter or hereinbefore constructed on or beneath Common Elements or other Property subject to the Declaration, all to the extent reasonably necessary to serve the improvements constructed to be constructed on any Lot or Common Areas or Common Open Space and/or any property owned by Declarant or the Association.

Section 9. There is hereby reserved without further assent or permit and to the extent allowed

by law, a general easement to all firemen, ambulance personnel, policemen and all similar persons to enter upon the Property or any portion thereof which is now or hereafter made subject to this Declaration in the performance of the irrespective duties. The Association and its agents shall also have the right to enter the Lots and any improvements located thereon for the purpose of making any emergency repairs or replacements.

Section 10. The Association or its agents shall have access over and upon any Lot when necessary in connection with any repair, maintenance, or replacement of improvements for which the Association is responsible or for the enforcement of this Declaration, and the Association or its agents shall have an easement for purposes of performing such repairs, maintenance or replacements and/or enforcing this Declaration, and each Owner shall accept title to his Lot subject to such right of access and easement of the Association or its agents.

## ARTICLE III

## DECLARANT RIGHTS

Section 1. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant, in the course of developing adjoining property, if any, may, but shall not be obligated to, extend the provisions of this Declaration to such property by means of a supplemental Declaration (which may include modifications applicable to such additional property) or impose such other restrictions, or no restrictions, as Declarant so chooses. The declarant may grant variances to set backs, house placement, or architectural standards if warranted due to a hardship created by the property conditions, which conditions may include topography, shape, or soil conditions as it relates to septic system viability.

Section 2. Notwithstanding anything to the contrary contained in this Declaration, Declarant, its agents, employees and contractors shall not be restricted or prevented by this Declaration from doing, and Declarant, its agents, employees and contractors shall have the right to do such things or take such actions as they deem necessary, advisable or convenient for completion and improvement of the Development as a residential community and for the sale or other disposition of Lots in the Development. The rights of Declarant or Builder, their agents, employees, and contractors shall include, without limitation:

A. The right and easement of egress and ingress in, over and upon the Common Area(s) and Common Open Space for the purpose of performing on any part or parts of the Development acts deemed necessary, advisable or convenient for the completion and improvement of the Development as a residential community and for the sale, rental or other disposition of Lots; and

B. The right to erect, construct, maintain, demolish or remove structures and other improvements on any Common Area and Common Open Space as they deem necessary, advisable or convenient for the completion and improvement of the Development as a residential community and for the sale, rental or other disposition of Lots; and

C. The right to place temporary marketing signs at the entrance to the subdivision and/or on each Lot; and

D. The right to use Lots and improvements owned by Declarant as models, sales offices and contractor's offices and to construct and display promotional, informational and directional signs and other sales aids on or about any portion of the Development.

The foregoing rights of Developer under this Section shall terminate one (1) year after the completion of the sale of all Lots.

Section 3. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove any person, whether or not a Lot Owner, on the Board of Directors of the Association, and any officer or officers of the Association, until the later of (i) Declarant sells and conveys all Lots as shown on the Final Plat for Carolina North Subdivision, recorded in Plat Book 106 Page 48 of the Gaston County Registry; (ii) the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant; or (iii) December 31, 2044. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association as provided herein, such rights shall automatically pass to the Lot Owners, and a Special Meeting of the Association shall be called for and held within ninety (90) days from the date of the expiration of Declarant's rights hereunder. At such Special Meeting the Lot Owners shall elect a new Board of Directors which shall undertake the responsibilities of running the Association and Declarant shall deliver the books, accounts, and records, if any, which they have kept on behalf of the Association as well as any agreements or contracts executed by or on behalf of the Association which may still be in effect or operation. Each Lot Owner, by acceptance of a Deed to or other conveyance of a Lot, vests in the Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section.

## ARTICLE IV

## BUILDING AND USE RESTRICTIONS

Section 1. No Lot shall be occupied or used except for residential purposes. Only one primary residence shall be permitted on any Lot. All Lots and residences built thereon must be developed with the appropriate Department of Health and Human Services approval for a septic permit.

Section 2. No Lot may be subdivided for the purpose of creating more Lots by any owner subsequent to the Declarant. Declarant may amend or modify any existing Plat and thereby relocate the property lines of any Lot owned by Declarant. Property owners may adjust property lines with the approval of Gaston County.

Section 3. Each primary residential unit shall be constructed using new materials (except that non-structural architectural features and interior construction need not be new materials) and shall contain a minimum of 2,500 square feet of heated and enclosed square feet of living space for a one level ranch house and a minimum of 2,700 heated and enclosed square feet of living space for

any home over one story, exclusive of patios, porches, garages and basements (finished or unfinished). Each two-story dwelling shall contain a minimum of 1,000 square feet of enclosed, heated living area on the first floor. The primary residential unit shall contain a side loaded, attached garage on the first floor level sufficient in size for at least two standard sized automobiles. A front loading, courtyard garage facing the road and meeting the other requirements of this section may be approved in accordance with the Architectural Review Process. Once construction of a residential structure has commenced, the exterior thereof, including finished siding material shall be completed within twelve (12) months thereafter. With the exception of Lot 3 as provided for herein, prior to the completion of a residential structure, the Owner shall install at his or her expense a concrete or paved driveway extending from the new public roads to be constructed and known as Carolina North Drive and Lowie Lane to the home. The Owner or Owners of Lot 3 shall be allowed to maintain a gravel driveway for a period of one (1) year from the issuance of a CO for the residential structure built on that Lot, after which time a concrete or paved driveway must be constructed and completed as provided in the preceding sentence. If a driveway extends past the site at which the residential structure will be built, that portion of the driveway as extends past the home site may be constructed of pavement, concrete or gravel.

Section 4. A secondary, or accessory, residential dwelling unit may be constructed on any Lot so long as the Lot is of suitable size, the accessory dwelling unit complies with all setback requirements set forth herein, and soils are suitable for a septic system. The size of any such secondary or accessory residential dwelling unit shall be limited to the lesser of 1,000 square feet or the applicable Gaston County requirements for size of accessory dwelling units and shall be limited to only a single car garage. All secondary residential dwelling units shall be located behind the rear building line of the primary residential dwelling, unless approved by the Declarant.

Section 5. No building shall be constructed nearer than fifteen (15) feet to any side property line nor fifty (50) feet to the front property line, nor nearer than twenty-five (25) feet to the rear property line. In addition, Lot 3 shall have a minimum front set back of 300 feet measured from the street, in order to account for the access area. The front portion of land for Lot 3 is for access only; no structures will be allowed, built or maintained within this area of Lot 3. The Declarant reserves the right to grant minor variances (up to 20% of the setbacks set out in this Section) to these set back lines if in its sole judgment the variance is warranted due to hardships attributable to the specific Lot.

Section 6. All plumbing fixtures, dishwasher, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the Lot Owner and approved by the appropriate governmental authority, unless public sewer connections become available to the subdivision.

Section 7. No modular home, mobile home, house trailer, camper (including recreational vehicles), or garage shall be occupied as a residence, either on a permanent or temporary basis. Storage containers can only be used as a temporary use during construction for seven (7) days from moving into the home.

Section 8. Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted, stained or veneered with wood, brick, stone, hardy board, or stucco. No

sheet metal or clay tile chimney flues shall be exposed without adequate facing material of brick, stone, or other substances which are in harmony with the overall house exterior. Foundations of the principal residence, garages, and accessory residential dwelling units shall be a minimum of 16" high and the material shall be brick or stone, except a house using a stucco exterior finish may use a concrete block foundation with a stucco finish which effectively conceals the seams in the concrete blocks. Step down foundations may be approved in accordance with the Architectural Review Process. Vinyl may be used as an accent. All chimneys must be made of brick, stone, stucco, hardy board, or approved siding material. Roof pitch shall be a minimum ratio of 6:12, except that screen porches, sunrooms and similar ancillary rooms may have a minimum roof pitch of 3:12. Street facing roofs of bonus rooms shall have a minimum pitch of 6:12, rear facing roofs of bonus rooms shall have a minimum pitch of 3:12. All auxiliary buildings other than a garage shall have a minimum roof pitch of 5:12 and shall be painted and veneered to match the primary residence. All roof shingles for residences and garages shall be architectural or a metal seam roof. The color of the building must match the house. No structure of a temporary nature shall be erected or allowed to remain on any Lot.

Section 9. Detached garages, carports, accessory buildings and utility sheds are permitted in accordance with the Architectural Review Process. Detached garages and accessory buildings or structures shall not exceed the height of the principal residence, and must be compatible with such residence in style, color and facing material. Detached garages and accessory buildings shall be located on the same lot as the principal residence. Metal carports, garages, utility buildings or other accessory structures are not permitted. All detached garages and accessory structures must meet the setback provisions in this Article IV and must include a permanent foundation underneath the entire structure.

Section 10. All fences, including decorative fences, garden or landscaping fences, and free-standing pet enclosures, must be approved by the Declarant or through the Architectural Review Process. Fences may be located in the side and rear yards only and shall be black aluminum fencing of either 4 or 5 feet (48 or 60 inches) in height. Privacy or solid fencing may be used around pools and recreational vehicle storage only. This application must be approved by the ARC committee and must include landscaping around the perimeter and shall be limited to those two uses. The placement of the fence for pools can only be off the rear of the house and not extend any further than the rear corners of the home.

Section 11. Modest garden and landscaping changes, such as planting a single tree or shrub, seasonal plantings, installing edging or bed and garden borders less than 18 inches in height, are permitted without approval. All other garden or landscaping changes, including, but not limited to, hardscape removal or installation, construction of retaining walls, landscape walls, water gardens, arbors, trellises, gazebos, and any statute, structure or item greater than 2 feet in height must be approved in accordance with the Architectural Review Process.

Section 12. No animals or livestock of any description may be kept on any Lot, except the usual household pets and egg laying hens. All animals must be kept in such a manner so as not to unreasonably disturb other property owners in the subdivision.

Section 13. Any partially completed structure or improvements for which construction activity

has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or any other cause, shall constitute a nuisance and may be removed by the Declarant or the Association if the Lot owner fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant or the Association shall be paid by the Lot owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% per annum.

Section 14. No inoperable, stripped, partially wrecked, or junk motor vehicle, or any part thereof shall be permitted to be parked or kept on any street or Lot.

Section 15. Travel on motorcycles, motorbikes, trail bikes, go carts, four-wheelers, mopeds and motor scooters shall be confined to the designated roadways in the subdivision, and such vehicles or equipment shall not be used, driven, or operated on any common area or common open space. All vehicles described in this section must operate in compliance with all NC DOT laws and regulations.

Section 16. No noxious, offensive or illegal activities may be conducted or permitted on any Lot, nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. Discharging of firearms is not allowed and shall not be permitted on any Lot or in the Subdivision.

Section 17. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. Cutting of trees greater than 4 inches in diameter at breast height shall not be permitted in natural buffer areas without the consent or approval of the Declarant or the Architectural Review Committee, provided however, that any tree that is diseased or dead it may be removed regardless of size.

Section 18. All Lots, whether improved or unimproved, shall be kept free of dead trees and limbs which may be a danger to abutting properties or roads. All Lots shall be regularly and neatly maintained, with weeds, trash and debris disposed of in such a manner as to prevent the same from becoming unsightly, unsanitary, or a hazard to the health or safety of other residents. Trash cans and containers must be kept and stored on the side or rear of the house and behind the garage door furthest from the road. During any period of construction, trash containers must be used to maintain a clean and sightly condition of the Lot. Construction materials and debris and other man-made substances must be removed and may not be burned, buried or otherwise disposed of on any Lot. The failure to comply with this Section shall constitute a nuisance, and the Declarant or the Association, as applicable, if the Lot Owner fails to abate such nuisance within 30 days after written Notice thereof is given, may, through agents, contractors, or Members, enter upon such Lot at any reasonable times to abate, remedy, or take other action as specified in such Notice to bring such Lot into compliance with this Section. All costs expended by the Declarant or the Association shall be paid by the Lot Owner and shall constitute a lien upon the Lot until paid in full together with interest thereon at the rate of 8% per annum. Nothing in this Section shall limit any rights of enforcement by the Declarant or the Association as may be provided elsewhere in this Declaration.

Section 19. No satellite reception dish larger than 36" in diameter is allowed. All satellite dishes should be placed in the back yard or on the rear elevations of the home.

Section 20. Flags may be flown or displayed, provide they do not exceed 3' x 4' in size and are attached to a pole affixed to the home or garage, and not on a free-standing flagpole. Flags must be maintained in good condition. Political flags of any kinds are not permitted.

Section 21. No signs shall be permitted on any Lot or on any structure, with the exception of one small sign such as is used in the ordinary course of residential sales transactions, which sign shall be located within twenty (20) feet of the driveway, for the purpose of advertising said Lot for sale. Political signs of any kind are not permitted.

Section 22. In-ground pools and hot tubs are permitted in accordance with the Architectural Review Process, and provided they are located in rear of the residences and not within any storm water or other easement area. Final placement of such pool or hot tub must be approved by the Architectural Review Committee in accordance with this Section and any additional design criteria it may develop. Owners are required to comply with all applicable state and local codes, and to maintain any pool in a sanitary and safe condition. Above ground pools are not permitted. Screening with fencing is permitted around the pool but no wider than the house elevations. The screening may consist of solid fencing but must be landscaped and approved by the ARC.

Section 23. Except as specifically provided in this Declaration, no tractor-trailer rigs, backhoes, bulldozers, tanker trucks, storage containers, other construction equipment (as a unit or the individual components, thereof), buses, or heavy commercial vehicles may be parked or stored on any Lot, except in the normal course of construction, repair or other necessary maintenance, making deliveries, or providing other services to the Lot. Any recreational vehicle (RV), boat, trailer or camper trailer must be parked on a concrete pad or parking area in the rear of the property or behind the rear plane of the furthest garage door from the street. Recreational vehicles may be screened with solid fencing and in accordance with the Architectural Review Process. Examples of screening materials, types and options shall be maintained in the ARC guidelines. Solid fencing shall have appropriate landscaping to be determined by the ARC.

Section 24. Home-based businesses are permitted provided the following criteria are met: (a) it is not evident that home-based business is being conducted; (b) there is no unusual traffic, other than normal residential traffic; and (c) signs are limited to vehicles which must be parked in a garage or screened from view.

Section 25. Lot Owners shall not be permitted to rent their home or property until such time as he or she has occupied the home for at least eighteen (18) months. No more than four (4) Lots may be leased to third parties other than the Owner or the Owner's closely related relatives (defined as parent, brother, sister, son, daughter, stepson, stepdaughter, grandmother, grandfather, grandson, granddaughter, or the "in-law" equivalent of such list of relatives) at any given time. If four (4) Lots have been leased or rented to tenants, then the Declarant or the Association, as applicable, shall keep a waitlist of Lot Owners wishing to rent out their Lot. Requests to lease shall be made to the Declarant or the Association in writing and administered in first come, first serve basis and without discrimination on the basis of race, sex, religion, national origin, familial status, disability,

or other prohibited discriminatory practices in accordance with local, state, and federal housing law. All leases for any Lot shall be in writing and shall have an initial term of at least 12 months. Lot Owners must provide a copy of any Leases to the Declarant or Association and must provide any Lessee with a copy of this Declaration. No Lots may be leased or rented for any transient purposes, which shall include, but is not limited to, Airbnb and VRBO rentals. The Declarant or the Association, as applicable, shall have the right to enforce, by any proceeding at law or in equity, or by reasonable fines not to exceed fifty dollars ($50.00) per day, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by this Section relating to the leasing of Lots. These rights shall not limit any rights of the Association, to enforce any other provisions as may be provided elsewhere in this Declaration.

## ARTICLE V

## FORMATION OF THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

Section 1. Declarant, for so long as it owns any Lot in the subdivision, or five (5) or more of the individual Lot Owners subject to these restrictions after such time as Declarant has sold and conveyed all Lots in the subdivision, may form the Carolina North Property Owners Association, Inc. (hereinafter the "Association"), and the Association, once formed, shall have the obligation to maintain the Common Areas and/or Common Open Space, along with the right to enforce the restrictions and conditions contained in this Declaration. The Association shall be organized under the laws of the State of North Carolina, and each Lot Owner shall automatically become a member of the Association once formed. Owners of more than one Lot shall be entitled to cast one vote for each Lot owned. Each Owner of a Lot subject to this Declaration, for as long as such person is the owner of such Lot or Lots, shall abide by this Declaration and by the bylaws of Carolina North Property Owners' Association, Inc., as may be enacted or amended from time to time.

Section 2. Upon formation of the Association, Declarant shall execute an instrument transferring all rights, title and interests in the Common Areas and/or Common Open Space to the Association, and the Association, once formed, shall have the right to promulgate rules and regulations concerning the use of the Common Areas or Common Open Space as long as such use is in compliance with the subdivision regulations, if any, for Gaston County, North Carolina. No trees may be removed from the Common Areas or Common Open Space, and no improvements, including fences, made or erected, except with the approval of the Association. Each person acquiring title to a Lot binds for himself, his heirs, and assigns to be members of the Association, and further binds and obligates himself, his heirs and assigns to pay an assessment obligation for the maintenance of the Common Areas or Common Open Space once levied by the Declarant or the Association. The obligations imposed by this paragraph shall exist whether or not the Association has been formed as of the date this Declaration is recorded, or as of the date any Lot is sold.

Section 3. The Association shall be the governing body for all Owners with respect to the management, administration, maintenance, repair and replacement of the Development, as provided by this Declaration and the Bylaws.

Section 4. Membership in the Association shall be composed of and limited to Owners of Lots 1-28, as shown on the Final Plat of Major Subdivision for Carolina North Subdivision. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Upon termination of ownership of a Lot, such Owner's membership shall automatically terminate and be automatically transferred to the new Owner of the Lot.

Section 5. The Association shall have a single class of voting membership. Members shall be all Owners of Lots, including Developer for so long as Developer remains the Owner of any Lot. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be Members, but no more than one vote shall be cast with respect to any Lot. The vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves. In the event of disagreement, the decision of Members holding a majority of interest in such Lot shall govern. Unless otherwise notified by a co-owner as to a dispute between the co-owners regarding their vote prior to the casting of that vote, the vote of any co-owner shall be conclusively presumed to be the majority vote of the Owners of that Lot.

## ARTICLE VI

## COVENANT TO PAY ASSESSMENTS

Section 1. Every Owner of any Lot, with the exception of the Declarant who shall not be subject to this Covenant to pay annual dues and assessment on Lots owned by the Declarant, by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, covenants and agrees to pay to the Association such regular annual assessments or charges, and such special assessments or charges, as may be levied by the Association pursuant to the provisions of this Declaration or the By-Laws of the Association. No assessment shall be due except with respect to Lots shown on a recorded subdivision plat, as may from time to time be added or amended. Said annual assessments or charges shall be timely paid in the manner established by the Association, said annual charge being a reasonable, necessary and proportionate charge for the maintenance, upkeep of common areas and the operation of the Association. The annual assessment may be increased by an amount consisting of the greater of $20.00 or 10% of the assessment for the previous calendar year. This covenant to pay charges and assessments shall be deemed to run with the land and the nonpayment of the annual charge, together with interest, court costs and reasonable attorney's fees shall be a charge and continuing lien upon the applicable Lot in favor of said Carolina North Property Owners' Association, Inc. The lien provided for herein shall be prior to all other liens recorded subsequent to the recordation of such notice of assessment. Any dues, assessments or other charges which remain unpaid for more than thirty (30) days shall bear interest at the legal rate. Any lien arising under this section may be enforced by foreclosure in accordance with the provisions of Chapter 47F of the North Carolina General Statutes or in any other manner permitted by law. The Association shall have the power to purchase the Lot at a foreclosure sale and to hold, lease, mortgage and convey the same.

Section 2. At each closing of a lot the buyer shall make a contribution to the capital funds of the Association of $400. Until such time as the Association is formed, such fee or contribution shall be paid to the Declarant for construction maintenance during the road warranty period. If any

damage to any road by a Lot Owner, or any guest or contractor of such Lot Owner occurs, said Owner shall be responsible for such repairs in addition to the capital contribution fee.

Section 3. Any assessment or annual charge not paid within thirty (30) days after the due date shall be delinquent. The Association may require that any delinquent assessment or charge bear a late charge to cover administrative expenses incurred as a result of the late payment of the assessment. Late charges on delinquent assessments and fines levied as provided herein shall not exceed those permitted by applicable law.

Section 4. The Association shall further have the authority to assess reasonable fines or suspend membership rights or privileges for violation of the provisions of this Declaration, according to the provisions of North Carolina Planned Community Act.

Section 5. In addition to the right to foreclose on any lien under the provisions of Chapter 47F of the General Statutes, the Association may bring legal action against the Owner personally obligated to pay a delinquent assessment or fine. In any foreclosure or other legal action to enforce payment of an assessment or fine, the Association shall be entitled to recover interest, costs and its reasonable attorneys' fees.

## ARTICLE VII

## INSURANCE

Section 1. The Association shall have the option and the authority to maintain fire and extended coverage casualty insurance on the Common Areas and the Common Open Space in an amount not less than the full insurable value thereof (based upon current replacement cost), and liability insurance with limits in and amounts adequate, under standards in the insurance industry existing from time to time, to protect the Association and the Members in the event of property damage, personal injury or death occurring in or about the Development. The Board shall have the authority to settle or enforce on behalf of the Association and on behalf of the Members, by legal action or otherwise, any claim arising under any insurance carried by the Association.

Section 2. Each Owner of a Lot shall maintain casualty and personal liability insurance pertaining to his Lot and such dwelling or other structures as are located thereon in such form and in such amounts as the Rules and Regulations may require (or, if the Rules and Regulations contain no such requirements, in such form and in such amounts as is customarily required by mortgage lenders).

Section 3. All policies of insurance carried by the Association, or the Owners shall include a waiver of subrogation if such waiver can be obtained, unless otherwise provided in the Rules and Regulations.

Section 4. The proceeds of casualty insurance carried by the Association shall be paid to and held by the Association as trustee for the Owners, Declarant and Mortgagees for disbursement in accordance with the provisions of this Declaration. Except as otherwise provided herein, casualty insurance proceeds shall be used for repair, replacement or reconstruction to the extent required to

effectuate repair, replacement, or reconstruction in connection with the incident in which insurance was paid.

## ARTICLE VIII

## ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, other structure, or other improvements shall be erected or maintained upon any Lot, nor shall any exterior addition, change, or alteration be made to any structure until the plans and specifications, (including all exterior elevations, showing the nature, kind, size, shape, height, materials, and other pertinent information relating to the proposed construction), together with the plat plan showing the location of the proposed construction, shall have been submitted to and approved in accordance with this Article VIII (hereinafter referred to as the "Approval Process"). The Approval Process shall consist of submission of the Plans, Plat, and other project documentation in writing to the Declarant or, if formed, the Architectural Review Committee (the "ARC") of the Association, which shall, within 30 days of receipt, review the submission and make a written determination, which shall be final and not subject to appeal, regarding approval or denial of the submission and/or construction proposal. In reviewing the Plans and Specifications, the Declarant, or the ARC as applicable, shall take into consideration the various provisions of this Declaration, as well as the harmony of the external design of the structure or improvement(s), the location and/or function in relation to surrounding lots and structures, and the appearance as viewed from neighboring Lots of Carolina North subdivision.

**THE DECLARANT AND/OR THE ARCHITECTURAL REVIEW COMMITTEE SHALL HAVE THE RIGHT TO CHARGE A REASONABLE FEE FOR REVIEWING EACH APPLICATION OF PLANS AND SPECIFICATIONS FOR APPROVAL. DECLARANT AND/OR THE ARC RESERVE THE RIGHT TO INCREASE THE REVIEW FEE IN ORDER TO PAY A REASONABLE FEE FOR PROFESSIONAL ASSISTANCE IN REVIEWING AND APPROVING THE PLANS, IF THE PLANS SUBMITTED HAVE REQUESTED A VARIANCE TO THE DECLARATION.**

Initial ARC members shall serve for a term of two (2) years, after which time the committee members shall be selected by vote of the Association at a scheduled meeting and shall serve terms of three (3) years.

After its formation, the ARC shall establish written architectural and aesthetic criteria to be used in reviewing all plans, specifications, and details submitted for approval, and copies of such criteria may be obtained upon request from the ARC. Such written criteria shall be subject to revision or amendment by the ARC at all times; provided, however, that no amendment to or change in such criteria shall become effective until committed to writing and approved by the ARC in the same manner as the previously controlling criteria; and that no amendment or change in such criteria shall have retroactive application.

The purpose of the architectural review provisions set forth herein is to protect the value of all real property subject to this Declaration and to promote the interests, welfare, and rights of all development property owners. Decisions of the Declarant or ARC approving or disapproving of plans and specifications shall be based on criteria it establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal.

## ARTICLE IX

## MISCELLANEOUS PROVISIONS

Section 1. Every builder for every Lot must have an active North Carolina builder's license and must be in good standing with Gaston County and the State of North Carolina. If a builder has a history known to the Declarant or the Association of past liens or violations of restrictive covenants, including but not limited to time delays on the building sites and site conditions not kept in proper maintenance, then the Declarant or the ARC may deny approval of that builder within the subdivision.

Section 2. Zoning ordinances, restrictions and regulations of Gaston County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provisions of these restrictions and such ordinances, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of this Declaration by judgments or other Order of any Court shall in no way affect any of the other provisions, and all other provisions of the Declaration shall remain in full force and effect.

Section 3. Any of the provisions of this Declaration may be annulled, amended or modified, in whole or in part, by the Declarant so long as it owns at least one (1) Lot in the subdivision, and after such time as the Declarant has sold or conveyed all Lot to third-parties, at any time by the Association's filing in the Office of the Register of Deeds for Gaston County an instrument setting forth such annulment, amendment or modification approved by the owner or owners of record (as shown upon the records in the Office of the Register of Deeds for Gaston County at the time of filing of such instrument) by a vote of more than sixty-seven percent (67%) of the property owners of the Carolina North subdivision.

Section 4. No delay or omission on the part of the Association, the Declarant or the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the restrictions, conditions, easements, covenants, and agreements herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Declarant for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provision, restrictions, conditions, covenants, agreements, liens and charges which may be unenforceable.

Section 5. If any person shall violate or attempt to violate this Declaration, or any of the provisions or covenants herein set forth, it shall be lawful for any other person or persons owning

or having an interest in any Lot or in any portion of said subdivision to institute and prosecute any proceeding law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations. In the event of such proceedings between any property owners affected by these covenants, the prevailing party as determined by the results of the litigation shall be entitled to an award of attorneys' fees and cost associated with such litigation.

**IN WITNESS WHERE OF**, Declarant has caused this Declaration to be executed as of this 13th day of January, 2025.

Thomas F Smith
Signature

Title: MEMBER/MANAGER

**STATE OF NORTH CAROLINA**

**COUNTY OF GASTON**

This 13th day of January 2024, personally came before me, a Notary Public, for said County and State, Thomas Smith, who, being duly sworn, says that he/she is Member/Manager of MAY GREEN PROPERTIES, LLC, a North Carolina limited liability company, and that the foregoing instrument was signed by him on behalf of said entity by authority duly given.

WITNESS my hand and notarial seal or stamp.

[NOTORIAL SEAL/STAMP]
Kristen Tarleton
NOTARY PUBLIC
Gaston County
North Carolina
My Commission Expires March 11, 2025

Kristen Tarleton
Notary Public

My Commission Expires: 03/11/2025

**EXHIBIT A**
**PROPERTY DESCRIPTION**

**EXHIBIT "A"**

**BEING** the full contents of the Carolina North Subdivision as shown in that map of survey captioned "Final Plat of Major Subdivision for: Carolina North Subdivision" by Latham-Walters Engineering, Inc., dated May 26, 2024 and recorded in the Gaston County Registry in Plat Book 106 at Page 48. The foregoing property is more particularly described as follows:

BEGINNING at an iron pin set the following two (2) courses and distances from a tie line to a #5 rebar state line marker: (1) North 84 degrees 24 minutes 47 seconds West 11752.92 feet to a #4 rebar found (AG 2") on the border line between the States of North Carolina and South Carolina (said rebar also being found at the common corner of the property of Lowry Wilson Heirs et al as described in that deed recorded in the Gaston County Registry in Book 3211 at Page 836); and (2) North 01 degrees 27 minutes 37 seconds West 80.00 feet; thence continuing with the common lines of the property of May Green that is marked "Proposed Future Recombination" in the foregoing plat recorded in Plat Book 106 at Page 48, the following three (3) courses and distances: (1) North 62 degrees 49 minutes 56 seconds West and crossing over an iron pin set at 120.23 feet, a total distance of 420.23 feet to an unmarked point; (2) North 18 degrees 20 minutes 59 seconds West 50.00 feet to an unmarked point; and (3) South 71 degrees 15 minutes 33 seconds West and crossing over an unmarked point at 183.79 feet, an iron pin set at 243.79 feet, an iron pin set at 329.38 feet, a total distance of 678.85 feet to a #4 rebar found on the border line between North Carolina and South Carolina; thence continuing with the border line between North Carolina and South Carolina North 84 degrees 24 minutes 47 seconds West and crossing over iron pins set at 217.59 feet, 325.89 feet, 527.97 feet, 688.26 feet, 828.99 feet, 1014.38 feet, 1321.11 feet, 1403.71 feet, 1701.12 feet, a total distance of 1722.12 feet to an unmarked point situated South 84 degrees 24 minutes 47 seconds East 798.95 feet from a tie line to a stone pillar state line marker; thence continuing with the branch of a creek the following forty (40) courses and distances: (1) North 01 degrees 06 minutes 58 seconds West 60.61 feet to a point; (2) North 79 degrees 07 minutes 50 seconds East 13.34 feet to a point; (3) North 34 degrees 34 minutes 26 minutes East 28.41 feet to a point; (4) North 54 degrees 47 minutes 50 seconds West 16.23 feet to a point; (5) North 14 degrees 02 minutes 51 seconds West 25.69 feet; (6) North 23 degrees 51 minutes 01 seconds East 55.96 feet to a point; (7) South 67 degrees 50 minutes 18 seconds East 9.81 feet to a point; (8) North 65 degrees 42 minutes 43 seconds East 6.84 feet to a point; (9) North 27 degrees 51 minutes 01 seconds East 12.36 feet to a point; (10) North 00 degrees 58 minutes 16 seconds West 10.27 feet to a point; (11) North 12 degrees 00 minutes 33 seconds East 44.12 feet to a point; (12) North 21 degrees 03 minutes 18 seconds West 32.16 feet to a point; (13) North 15 degrees 26 minutes 46 seconds East 61.05 feet to a point; (14) North 42 degrees 54 minutes 07 seconds West 13.09 feet to a point; (15) North 21 degrees 36 minutes 27 seconds West 63.31 feet to a point; (16) North 27 degrees 34 minutes 33 seconds East 31.00 feet to a point; (17) North 09 degrees 34 minutes 48 seconds West 20.17 feet to a point; (18) North 03 degrees 27 minutes 13 seconds East 38.41 feet to a point; (19) North 55 degrees 01 minutes 19 seconds East 27.35 feet to a point; (20) North 29 degrees 04 minutes 25 seconds East 59.15 feet to a point; (21) North 03 degrees 39 minutes 33 seconds East 2.50 feet to a point; (22) North 03 degrees 39 minutes 33 seconds East 16.80 feet to a point; (23) North 59 degrees 23 minutes 55 seconds East 49.94 feet to a point; (24) North 01 degrees 28 minutes 02 seconds East 11.05 feet to a point; (25) North 30 degrees 08 minutes 46 seconds West 15.20 feet to a point; (26) North 50 degrees 32 minutes 21 seconds West 86.91 feet to a point; (27) North 36 degrees 08 minutes 32 seconds West 83.51 feet to a point; (28) North 13 degrees 47 minutes 20 seconds West 16.47 feet to a point; (29) North 34 degrees 44 minutes 03 seconds East 22.71 feet to a point; (30) North 74 degrees 32 minutes 28 seconds East

31.50 feet to a point; (31) North 50 degrees 36 minutes 51 seconds East 10.50 feet to a point; (32) North 16 degrees 57 minutes 24 seconds West 12.28 feet to a point; (33) North 64 degrees 17 minutes 03 seconds West 29.18 feet to a point; (34) North 13 degrees 05 minutes 42 seconds East 22.01 feet to a point; (35) North 59 degrees 28 minutes 34 seconds East 25.28 feet to a point; (36) South 76 degrees 38 minutes 56 seconds East 32.49 feet to a point; (37) North 74 degrees 38 minutes 54 seconds East 13.86 feet to a point; (38) North 51 degrees 03 minutes 31 seconds East 51.88 feet to a point; (39) North 72 degrees 31 minutes 05 seconds East 24.72 feet to a point; and (40) North 33 degrees 43 minutes 42 seconds East 21.56 feet to a point situated at the common corner of the property of Joel and Rena Abernathy as described in that deed recorded in Book 5468 at Page 1295 and on the common line of the property of Charles and Emma Parnell as described in that deed recorded in Book 1738 at Page 43; thence with the common line of the property of Parnell South 79 degrees 17 minutes 04 seconds East and passing over an iron pin set at 25.00 feet, a total distance of 260.97 feet to a 1" iron pipe (AG 15") found at the common corner of the foregoing property of Parnell as described in that deed recorded in Book 1738 at Page 43 and the property of Charles and Emma Parnell as described in that deed recorded in the Gaston County Registry in Book 2206 at Page 740; thence continuing with the common line of the property of Parnell as described in that deed recorded in Book 2206 at Page 740, North 81 degrees 34 minutes 50 seconds East and crossing over iron pins set at 28.73 feet and 180.40 feet, a total distance of 275.07 feet to a #5 rebar (AG 3") found at the common corner of the foregoing property of Parnell as described in that deed recorded in Book 2206 at Page 740 and the property of Curtis and Lori English as described in that deed recorded in the Gaston County Registry in Book 5015 at Page 990; thence continuing with the common line of the property of English North 81 degrees 36 minutes 21 seconds East 249.89 feet to a #5 rebar (AG 2") found at the common corner of the property of English and the property of the Gintert Family Trust as described in that deed recorded in the Gaston County Registry in Book 4569 at Page 1482; thence continuing with the common line of the property of the Gintert Family Trust North 81 degrees 35 minutes 34 seconds East 398.68 feet to a 1" pipe (AG 11") found at the common corner of the property of the Gintert Family Trust and the property of Todd and Christine Boyter as described in that deed recorded in the Gaston County Registry in Book 4537 at Page 2302, said 1" pipe also being found South 20 degrees 50 minutes 10 seconds East 388.99 feet from a tie line to a #5 rebar; thence continuing with the property of Boyter North 78 degrees 57 minutes 35 seconds East and crossing over iron pins set at 72.40 feet, 487.6 feet, and 619.05 feet, , a total distance of 763.11 feet to a 1" pipe (AG 10") found at the common corner of the property of Emily and Matthew Vislay as described in that deed recorded in the Gaston County Registry in Book 5325 at Page 551; thence with the common line of the property of Vislay the following two (2) courses and distances: (1) South 27 degrees 02 minutes 53 seconds East and crossing over an iron pin set at 183.57 feet, a total distance of 283.57 feet to #5 rebar found at the corner of that 0.12 acres to be combined with the real property of Larry Michael Wartman and Angelia Michelle Tucker as described in that deed recorded in the Gaston County Registry in Book 5217 at Page 1908; thence continuing with the line of the 0.12 acres to be combined with the property of Wortman and Tucker the following two (2) courses and distances: (1) North 74 degrees 10 minutes 31 seconds East 178.27 feet to an iron pin set; and (2) North 58 degrees 41 minutes 47 seconds East 216.03 feet to a #4 rebar found at the southern margin of the right of way of Patrick Road; thence North 65 degrees 41 minutes 33 seconds East 36.82 feet to a point at or near the centerline of the right of way of Patrick Road; thence continuing with the right of way of Patrick Road South 53 degrees 36 minutes 50 seconds East 381.60 feet to an unmarked point at the common corner of the property of the foregoing

Lowry Wilson heirs; thence continuing with the common line of the Lowry Wilson heirs property the following two (2) courses and distances: (1) South 34 degrees 46 minutes 23 seconds West and crossing over an iron pin set at 30.00 feet, an iron pin set at 73.73 feet, and an iron pin set at 325.98 feet, a total distance of 352.60 feet to #5 rebar bent; and (2) South 01 degrees 27 minutes 37 seconds East 729.14 feet to the point and place of BEGINNING, and 65.28 acres, more or less, according to that Final Plat of Major Subdivision for Carolina North Subdivision by Latham-Walters Engineering, Inc., a copy of which is recorded in the Gaston County Registry in Plat Book 106 at Page 48.

3 RECORDING 26.00
REVENUE —
NSF
ROTC ☒ PQ ☐ CS ☐

Type: CRP
Recorded: 02/12/2026 at 12:45:53 PM
Fee Amt: $26.00 Page 1 of 3
Revenue Tax: $0.00
Gaston County, NC Register Of Deeds
Jonathan L. Fletcher, Registrar
BK 5618 PG 1374-1376

# COVER SHEET FOR RECORDING

Prepared by and return to: John H. Russell, Jr., Attorney,
Mullen Holland & Cooper, PA
P.O. Box 488, Gastonia, NC 28053

**Kind of Instrument:** FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS, AGREEMENTS, AND RESTRICTIONS FOR CAROLINA NORTH SUBDIVISION

**Date of Instrument:** February 12, 2026

**Parties:** May Green Properties, LLC

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS, AGREEMENTS, AND RESTRICTIONS FOR CAROLINA NORTH SUBDIVISION**

This Amendment to the Declaration of Conditions, Covenants, Easements, Agreements, and Restrictions for Carolina North Subdivision Village is made this 6TH day of FEBRUARY, 2026, by **May Green Properties, LLC**, a North Carolina limited liability company holding the designation of "Declarant" as provided in the Preamble and/or other provisions of the Declaration.

**BACKGROUND STATEMENT**

**WHEREAS,** May Green Properties, LLC is a limited liability company organized under the laws of the State of North Carolina which was first formed or registered on or around January 24, 2000; and

**WHEREAS,** May Green Properties, LLC, as Declarant executed and recorded that certain Declaration of Conditions, Covenants, Easements, Agreements, and Restrictions for Carolina North Subdivision (the "Declaration") on January 13, 2025, which Declaration is filed in Book 5530, Page 2012 et seq. in the Office of the Register of Deeds for Gaston County, North Carolina; and

**WHEREAS**, pursuant to Article III, Section 2 of the Declaration, the Declarant retains the right to do such things or take such actions as it deems necessary, advisable or convenient for completion and improvement of the Development as a residential community and for the sale or other disposition of Lots in the Development; and

**WHEREAS,** pursuant to Article IX, Section 3 of the Declaration, the Declarant retains the right to amend, modify or annul provisions of the Declaration, in whole or in part, so long as the Declarant owns at least one (1) Lot ion the Subdivision; and

**WHEREAS**, as of the date set forth below, Declarant owns at least one (1) Lot in the Subdivision; and

**WHEREAS**, Declarant desires to make such amendments to the Declaration as are set forth herein, which amendments the Declarant finds and hereby certifies to be in the best interests of the development of the subdivision and which will aid in the completion of the subdivision and the sale or other disposition of Lots therein.

**NOW, THEREFORE,** pursuant to the powers retained by the Declarant under the Declaration and the North Carolina Planned Community Act, the Declarant does hereby declare the Declaration to be amended as follows, with such amendments to be hereafter binding upon the Property and all Lot Owners having any right, title, or interest in any property subject to the Declaration, along with their respective heirs, legal representatives, successors, successors-in-title, and assigns:

Article IV Section 8 shall be amended to remove the fifth sentence reading "Vinyl may be used as an accent" and replace this sentence with a sentence reading, "Vinyl may be used as a

limited accent, and aluminum may be used as a limited accent on the soffit application for the exterior of the home."

The first two sentence of Article VI, Section 2, shall be amended to state, "At the initial closing of a lot the buyer shall make a contribution to the capital funds of the Association of $400, which fee shall be used for subsequent construction, maintenance, or other development of the roads by the Declarant and/or in consideration for anticipated appreciation of the lot as a result of such maintenance and development, until such time as the Association is formed." In addition, the third sentence of Article VI, Section 2, shall be amended to state, "In the event of damage to any road caused or proximately caused by a Lot Owner, or any guest or contractor of such Lot Owner, said Owner shall be responsible for such repairs to the road as the Declarant or the Board of Directors, in its sole discretion, reasonably determines to be necessary. The costs of repairs shall be assessed against the Lot Owner and collected in the same manner as the Annual Assessment, as provided in Article VI, Section 1."

**IN WITNESS WHEREOF**, Declarant has executed and sealed this First Amendment to the Declaration of Conditions, Covenants, Easements, Agreements, and Restrictions of Carolina North Subdivision as its act and deed this 6TH day of FEBRUARY, 2026.

MAY GREEN PROPERTIES, LLC
A North Carolina limited liability company

By: Thomas F Smith (SEAL)
Name: THOMAS F SMITH
Title: MEMBER / MANAGER

**STATE OF NORTH CAROLINA**

**COUNTY OF GASTON**

This 6th day of February, 2026, personally came before me, a Notary Public for said County and State, Thomas Smith, who, being duly sworn, says that he is Member-Manager of MAY GREEN PROPERTIES, a North Carolina limited liability company, and that the foregoing instrument was signed by him on behalf of said company by authority duly given.

WITNESS my hand and notarial seal or stamp.

[NOTORIAL SEAL/STAMP]

Kristen Tarleton
Notary Public

My Commission Expires: 03/11/2030

KRISTEN TARLETON
My Comm. Expires
NOTARY PUBLIC
March 11, 2030
GASTON COUNTY, NC

2/11/2026

01200-000 *Work-In-Process Costs
41652 -240551

Recording for First Amendment to Declaration of Conditions, Covenants, Easements, Agreements, and Restrictions for Carolina North Subdivision

2/11/2026 000005458

26.00

Gaston County, NC Register Of Deeds
Jonathan L. Fletcher, Registrar
325 Dr. M.L.K. Jr. Way
Gastonia, NC 28052
Phone Number: (704)862-7680
Fax Number: (704)862-7519

Official Receipt: 2026-00004792
Printed on 02/12/2026 at 12:46:26 PM
By: 92 on RECORDING2

MULLEN HOLLAND & COOPER, PA
Date Recorded: 02/12/2026

| Instrument ID | Recorded Time | Amount |
|---|---|---|
| Bk 5618 Pg 1374 | 12:45:53 PM | $26.00 |

SEE INSTRUMENT
MAY GREEN PROPERTIES, LLC
TO:MAY GREEN PROPERTIES, LLC

Itemized Check Listing

| | |
|---|---|
| Check # 5458 | $26.00 |
| | $26.00 |
| Total Due: | $26.00 |
| Paid By Check: | $0.00 |
| Change Tendered: | |

HAVE A NICE DAY

Document #: 2000004936
Type: AMENDMENT
Recorded 07/15/2026 02:18:57 PM
Fee Amt: $26.00 Page 1 of 4
Revenue Tax: $0.00
Gaston County, NC
Jonathan L. Fletcher, Register of Deeds
BK: 5655 PG: 2119 - 2122

# COVER SHEET FOR RECORDING

Prepared by and return to: John H. Russell, Jr., Attorney,
Mullen Holland & Cooper, PA
P.O. Box 488, Gastonia, NC 28053

**Kind of Instrument:** SECOND AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS, AGREEMENTS, AND RESTRICTIONS FOR CAROLINA NORTH SUBDIVISION

**Date of Instrument:** July 15, 2026

**Parties:** May Green Properties, LLC

Submitted electronically by "Mullen Holland & Cooper PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Gaston County Register of Deeds.

# SECOND AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS, AGREEMENTS, AND RESTRICTIONS FOR CAROLINA NORTH SUBDIVISION

This Amendment to the Declaration of Conditions, Covenants, Easements, Agreements, and Restrictions for Carolina North Subdivision Village is made this 15th day of July, 2026, by **May Green Properties, LLC**, a North Carolina limited liability company holding the designation of "Declarant" as provided in the Preamble and/or other provisions of the Declaration.

## BACKGROUND STATEMENT

**WHEREAS,** May Green Properties, LLC is a limited liability company organized under the laws of the State of North Carolina which was first formed or registered on or around January 24, 2000; and

**WHEREAS,** May Green Properties, LLC, as Declarant executed and recorded that certain Declaration of Conditions, Covenants, Easements, Agreements, and Restrictions for Carolina North Subdivision (the "Declaration") on January 13, 2025, which Declaration is filed in Book 5530, Page 2012 et seq. in the Office of the Register of Deeds for Gaston County, North Carolina and a First Amendment to the Declaration of Conditions, Covenants, Easements, Agreements, and Restrictions for Carolina North Subdivision (the "First Amendment") on February 12, 2026, which First Amendment is filed in Book 5618, Page 1374 et seq. in the Office of the Register of Deeds for Gaston County; and

**WHEREAS**, pursuant to Article III, Section 2 of the Declaration, the Declarant retains the right to do such things or take such actions as it deems necessary, advisable or convenient for completion and improvement of the Development as a residential community and for the sale or other disposition of Lots in the Development; and

**WHEREAS,** pursuant to Article IX, Section 3 of the Declaration, the Declarant retains the right to amend, modify or annul provisions of the Declaration, in whole or in part, so long as the Declarant owns at least one (1) Lot in the Subdivision; and

**WHEREAS**, as of the date set forth below, Declarant owns at least one (1) Lot in the Subdivision; and

**WHEREAS**, Declarant desires to make such amendments to the Declaration as are set forth herein, which amendments the Declarant finds and hereby certifies to be in the best interests of the development of the subdivision and which will aid in the completion of the subdivision and the sale or other disposition of Lots therein.

**NOW, THEREFORE,** pursuant to the powers retained by the Declarant under the Declaration and the North Carolina Planned Community Act, the Declarant does hereby declare the Declaration to be amended as follows, with such amendments to be hereafter binding upon the Property and all Lot Owners having any right, title, or interest in any property subject to the

Declaration, along with their respective heirs, legal representatives, successors, successors-in-title, and assigns:

**Article IV Section 9 shall be amended to read as follows:**

Detached garages, carports, auxiliary buildings and utility sheds are permitted in accordance with the Architectural Review Process. Detached garages and auxiliary buildings or structures shall not exceed the height of the principal residence, and must be painted to match the color of the main residence. Detached garages and auxiliary buildings shall be located on the same lot as the principal residence and must be located behind the principal residence. All detached garages and auxiliary structures must also meet the setback provisions in this Article IV. Any auxiliary building larger than 400 square feet shall have a minimum 16" (inch) permanent raised foundation. Detached auxiliary buildings which are no larger than 400 square feet are exempt from the requirement for a raised foundation. No Lot may have more than two (2) auxiliary buildings. Metal carports, garages, utility buildings or other auxiliary structures are not permitted.

**Article IV Section 11 shall be amended to read as follows:**

Modest garden and landscaping changes, such as planting a single tree or shrub, seasonal plantings, installing edging or bed and garden borders less than 18 inches in height, are permitted without approval. All other garden or landscaping changes, including, but not limited to, hardscape removal or installation, construction of retaining walls, landscape walls, water gardens, arbors, trellises, gazebos, and any statute, structure or item greater than 2 feet in height must be approved in accordance with the Architectural Review Process. All Landscaping Plans, including shrubs within the front beds of the homes, must be also have ACC approval. All yards shall be properly grassed and stabilized, and must be finished prior to occupancy. Planted shrubs must be a minimum 3-gallon container size and must be stabilized. No irrigation is allowed in any road right of way unless permitted in writing by the North Carolina Department of Transportation or any local government with maintenance responsibility for the roads or rights of way.

**Article IV Section 19 shall be amended to read as follows:**

No satellite reception dish larger than 36" in diameter is allowed. All satellite dishes should be placed in the back yard or on the rear elevations of the home. Solar panels are allowed with the approval of the Architectural Review Committee. All solar panels shall be placed on the rear roof elevation or back yard. If place on the ground, the solar panels shall be screened from view from the road and adjoining property owners with fencing, landscaping, or both.

**The Last three (3) lines of the first paragraph of Article VIII Section 1 shall be amended to read as follows:**

The Declarant may handle all architectural review until such time as the Architectural Review Committee (hereinafter "ARC") is formed, which time shall correspond to the time periods in Article III Section 3, and after formation, decision making for architectural review shall be delegated to the ACR. Initial ARC members shall serve for a term of two (2) years, after which time the committee members shall be selected by vote of the Association at a scheduled meeting and shall serve terms of three (3) years.

**IN WITNESS WHEREOF**, Declarant has executed and sealed this First Amendment to the Declaration of Conditions, Covenants, Easements, Agreements, and Restrictions of Carolina North Subdivision as its act and deed this 15th day of July, 2026.

MAY GREEN PROPERTIES, LLC
A North Carolina limited liability company

By: _____ (SEAL)
Name: THOMAS F SMITH
Title: MEMBER/MANAGER

**STATE OF NORTH CAROLINA**

**COUNTY OF GASTON**

This 15th day of July, 2026, personally came before me, a Notary Public for said County and State, Thomas F. Smith, who, being duly sworn, says that he is Member/Manager of MAY GREEN PROPERTIES, LLC a North Carolina limited liability company, and that the foregoing instrument was signed by him on behalf of said company by authority duly given.

WITNESS my hand and notarial seal or stamp.

[NOTORIAL SEAL/STAMP]

E. Megan Williamson-Douglas
E. Megan Williamson-Douglas
Notary Public

My Commission Expires: 05/26/31