

This document is a text copy of the contents of Belews Landing CCR Declaration and incorporates amendments through August 2022. The Official CCR and amendments are recorded in the Rockingham County Register of Deeds Office.

Revised: August 30, 2022

Below is a list of the recorded documents and plats filed in the Register of Deeds Office, in Rockingham County, North Carolina (Click on link to open official documents)

A. [*Declaration of Covenants, Conditions and Restrictions for Belews Landing, recorded April 9, 2010: Book 1393, pages 1073 to 1138*](#)

B. *Phase Amendments:*

(1) [*Sailing Point recorded November 30, 2010, Book 1406, pages 879 - 881*](#)

(2) [*Crows Nest Phase Three recorded December 17, 2010, Book 1407, pages 1681 - 1683*](#)

(3) [*The Estates recorded December 5, 2011, Book 1425, pages 1130 – 1132*](#)

C. *Amendments*

(1) [*Amendments to Article IV, Sections 1, 2, 3, 4, and 5: recorded December 9, 2013, Book 1467, pages 738 - 745*](#)

(2) [*Addition to Amendments to Article IV*](#)

(3) [*Amendments to all Articles as a result of Declarant Development Period expiration*](#)

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for BELEWS LANDING

THIS DECLARATION was made on this first day of February 2010 by **Belews Landing Development Company, L.L.C.** (hereinafter referred to as "Declarant") and by certain lot owners whose signatures appear as an exhibit hereto (hereinafter referred to as "Bound Parties"). This declaration was further amended on August 30, 2022 to reflect Declarant's Control has expired.

WITNESSETH:

WHEREAS, Bound Parties are the owners of certain property in the County of Rockingham, State of North Carolina, which is more particularly described as:

All of the property surveyed and described in the attached Exhibit A, and further shown on those certain plats entitled:

Crows Nest Phase One	Plat Book 56, Pages 38, 39, 40, 41
Crows Nest Phase Two	Plat Book 61, Pages 59, 60, 61, 62
Windward Phase One	Plat Book 61, Pages 3, 5
Windward Phase Two	Plat Book 61, Page 4
Sailing Point	Plat Book 68, Pages 60, 61
Crows Nest Phase Three	Plat Book 68, Pages 67, 68, 69
The Estates	Plat Book 69, Page 99

WHEREAS, it is the intent of the Owners hereby to cause the above described property to be subjected to this Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Owners hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the title to such real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. It is the intent of Owners that the provisions of this Declaration in all respects conform to and comply with the requirements set forth in the North Carolina Planned Community Act. To the extent any provision contained herein does not conform or comply with the North Carolina Planned Community Act, the provisions of the Act shall control.

ARTICLE I: DEFINITIONS

SECTION 1. "Association" shall mean and refer to the BELEWS LANDING HOME OWNERS ASSOCIATION, its successors and assigns.

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SECTION 2. "Common Elements" shall mean all real property owned by the Association and the rights and easements reserved to the Association by deed from the Declarant or others. Such examples may include Pool, Clubhouse, Trails, Cabana, Gazebo, Dock, and other infrastructure previously conveyed by Declarant.

Improvements, which may include, but shall not be limited to, roadways, retention or detention ponds or erosion control devices, may be located on such additional Common Elements. Except as otherwise provided in Section 47F-3-113 of the Planned Community Act, the Association shall be required to promptly repair and replace any portion of the Common Elements for which the Association is required to maintain casualty insurance pursuant to the Bylaws of the Association which is damaged or destroyed.

SECTION 3. "FHA" shall mean and refer to the Federal Housing Administration of the Department of Housing and Urban Development and "VA" shall mean and refer to the Department of Veteran Affairs.

SECTION 4. "Lot" shall mean and refer to any separately numbered plot of land shown upon any now or subsequently recorded subdivision map of the Properties with the exception of Common Elements and dedicated streets and shall include any dwelling and other improvements constructed thereon.

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SECTION 5. "Master Plan" shall mean and refer to the plan(s) for the Properties and the Additional Property now or hereafter approved by Rockingham County or other appropriate governmental authority, as such plan(s) may be from time to time amended and approved.

SECTION 6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties.

SECTION 7. "Planned Community Act" shall mean and refer to the provisions of Chapter 47F of the North Carolina General Statutes.

SECTION 8. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 9. "Executive Board" shall mean the Association's Board of Directors which shall consist of not less than three (3) nor more than five (5) Directors, which shall be composed of Lot Owners of the Association.

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ARTICLE II: PROPERTY RIGHTS

SECTION 1. OWNERS EASEMENTS OR ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Elements that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Elements;
- (b) the right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his/her Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;
- (c) the right of the Association, pursuant to Section 47F-3-112 of the Planned Community Act and with the consent of the Owners entitled to cast at least two thirds, or sixty seven percent (67%) of the votes in the Association, to dedicate or transfer non-exclusive easements on, over and upon all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Association's Executive Board; provided, however, no such dedication or transfer shall be effective unless an instrument executed on behalf of the Association by its Executive Board, agreeing to such dedication or transfer, has been recorded;
- (d) the right of the Association, pursuant to Section 47F-3-112 of the Planned Community Act and with the consent of the Owners entitled to cast at least two thirds, or sixty seven percent (67%) of the votes in the Association, to dedicate to any public agency, authority or utility, or to transfer to any other party, fee title to all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Owners consenting to such dedication or transfer; provided, however no such dedication or transfer shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances;
- (e) the right of the Association to impose reasonable rules and regulations for the use and enjoyment of the Common Elements (and improvements thereon) and Lots, which regulations may further restrict the use of the same, and specifically including the right to establish rules and regulations concerning parking and vehicular traffic flow on and along the streets and roadways, whether public or private, within or abutting the Properties, which rules and regulations may restrict or prohibit on-street parking and may be enforced by towing at the expense of the vehicle's

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owner, by reasonable fine levied against the vehicle's owner and/or any Owner of a Lot to which such violation reasonably may be attributed, or by any other reasonable method of enforcement established by the Association's Executive Board;

(f) the right of the Association to borrow money for the purpose of improving the Common Elements and facilities thereon and, with the assent of the Owners entitled to cast at least two thirds, or sixty seven percent (67%) of the votes of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred (any such mortgage shall be effective if it is executed on behalf of the Association by its Executive Board and recites that the requisite consent of Owners has been obtained and documented in the Minute Book of the Association) provided, however, no mortgage, encumbrance or hypothecation or foreclosure of the lien thereby created, shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances; and

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, his/her rights of enjoyment of the Common Elements and facilities to the members of his/her family, his/her tenants or contract purchasers to whom an Owner conveys a Lot.

SECTION 3. LEASES OF LOTS. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Bylaws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease. All leases of Lots shall be in writing. No lease/rentals may be agreed for less than one year. All leases must be approved by the Board of Directors with regard to assuring the language required by this Section is included in each lease. Other than the foregoing there is no restriction on the right of any Owner to lease his/her Lot.

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ARTICLE III: OWNERSHIP AND VOTING RIGHTS

SECTION 1. OWNERSHIP. Every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including Declarant and any affiliated entity, shall be a voting Owner in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Such Ownership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. On all matters which the Ownership shall be entitled to vote, the Owner(s) owning each Lot shall be entitled to one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be Owners. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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ARTICLE IV: COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The Owner of each Lot, and Common Elements owned / conveyed to the Association by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay:

(a) to the Association:

- (i) annual and other assessments and charges provided for herein, together with interest and late fees, costs and reasonable attorney's fees;
- (ii) assessments for reserve accounts, such assessments to be established and collected as hereinafter provided;
- (iii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and

(b) to the appropriate governmental taxing authority:

- (i) a pro rata share of ad valorem taxes levied against the Common Elements owned/conveyed to the Association; and
- (ii) a pro rata share of assessments for public improvements to or for the benefit of the Common Elements.

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SECTION 2. PURPOSE OF ASSESSMENTS

- (a) the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Elements; the maintenance of water and sewer services in and upon the Common Elements that are not publicly maintained; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way within the Properties), if any, drives and parking areas within the Common Elements; the procurements and maintenance of liability insurance in accordance with the Bylaws; the maintenance of dams and ponds, including retention or detention ponds, or other bodies of water, if any, located within the Common Elements; the maintenance of entrance ways, landscaping and lighting of Common Elements, road medians and islands and entrance ways; the cost of operating, maintaining and repairing any streetlights erected by the Association in the rights-of-way of streets (whether public or private) or in any other easement provided therefore within the Properties; the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Elements; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.
- (b) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws of the Association. As monies for any specific account or assessment are paid to the Association by any Owner, the same may be commingled with monies paid for such specific account or assessment to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the Owners of the Association, no Owner of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his/her Ownership interest therein, except as an appurtenance to his/her Lot. When any Owner shall cease to be a Owner of the Association by reason of his/her divestment of ownership of his/her Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be nonrefundable and shall constitute an asset of the Association which may be used in the operation and management of the Properties.

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SECTION 3. ADOPTION OF BUDGET AND FIXING OF ANNUAL ASSESSMENTS,
MAXIMUM ANNUAL ASSESSMENT.

(a) At least thirty (30) days in advance of each annual assessment period, the Executive Board shall establish an annual budget and fix the amount of the annual assessments in advance for the following year. Within thirty (30) days of the adoption of any proposed budget, the Executive Board shall provide to all of the Owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Executive Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing proposed budget summary and meeting notice either by hand-delivered or prepaid by U.S. mail or by electronic means or otherwise posted. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of the Owners of the Association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

(b) All Owners of the Association shall pay an annual assessment for each calendar year that shall be at a uniform rate for all Owners. This assessment will fund the general operations of the Association and certain reserve funds. The annual assessment shall be established by the Executive Board and may be increased by the Executive Board without approval by the Ownership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.

(c) Any proposed increase in the maximum annual assessments greater than ten percent (10%) of the previous year shall require approval by two-thirds (2/3) of the Owners of the Association who are voting, in person or by proxy, at a meeting duly called for this purpose;

(d) The Executive Board may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 6 of this Article.

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SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

(a) Private Roads and Gate Reserve: In addition to the annual assessment paid by all Owners of the Association, Owners who are part of the Crows Nest neighborhood shall pay an additional assessment for the maintenance and repair of the Crows Nest roads and gate. The additional assessment will be collected from the owners of the lots that are defined by the Plat to the private road system within the Crows Nest neighborhood and shall be at a uniform rate for all relevant lots. Annual adjustments to increase or decrease this assessment shall be decided by a 2/3 approval of the Crows Nest Owners of those relevant lots that are defined by the Plat to the private road system. An account, separate from the general fund, shall be established for the Private Roads and Gate Reserve. The money in this account may not be comingled with other accounts and may not be used for any purposes other than those defined in this paragraph unless approved by a 2/3 vote of the Crows Nest lot owners that are funding the account. Loans may not be made from the Private Roads and Gate Reserve to another account or to the general fund without approval of 2/3 of the Crows Nest lot owners who are funding the account. Expenses that may be paid from the Private Roads and Gate Reserve are limited to: maintenance, repair, and resurfacing of the private roads; maintenance, repair, and replacement of the private entrance gate; routine expenses related to the operation of the entrance gate (such as electricity and telephone charges); snow plowing or other unscheduled or unusual expenses of the private road and gate systems; and accounting costs associated with the administration of the fund. The Executive Board shall collect the assessments, manage the fund, pay expenses from the fund, and report the status of the fund at each meeting of the Association. The Association general fund, derived from the annual assessment paid by all Owners of the Association, may not be used for any expenses for the maintenance and repair of the Crows Nest roads and gate.

The residents of the Crows Nest neighborhoods shall meet as necessary and outline an annual maintenance plan for the private roads and gate. That annual plan shall provide the Executive Board with the necessary approvals for directing the maintenance work and provide payment authorization from the Private Roads and Gate Reserve Fund to cover those expenses.

(b) Pool and Clubhouse Reserve: The Association shall establish and maintain a reserve fund for the Belews Landing Pool and Clubhouse. This fund shall provide for the future repair and replacement of the pool and pool equipment; and the clubhouse structure, appliances, HVAC, furnishings, and parking area. A line item for this reserve shall be included in the annual Association budget proposal and ratified by the whole Ownership as part of the annual budget approval process. Expenses paid from the fund are at the direction of the Executive Board. However, utilities and routine preventative maintenance of the pool and clubhouse shall be funded by the Association general fund; the Pool and Clubhouse Reserve is for major repair and replacement of the building, equipment, and systems. An account, separate from the general fund, shall be established for this reserve fund. The money in this account shall not be comingled with other accounts.

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Temporary loans may be made from this account to the general fund. Loans require approval by a majority of the board of directors and will normally be repaid within 12 months.

(c) Other reserve accounts may be established by a majority vote of the Association Ownership.

In addition to the reserve funds and annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the consent and approval of the Owners entitled to cast at least two-thirds (2/3) of the total votes of Owners of the Association who are voting, in person or by proxy, at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND PARAGRAPHS (b) and (c) OF SECTION 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and paragraphs (b) and (c) of Section 4 of this Article shall be sent to all Owners not less than ten (10) days nor more than sixty (60) days in advance of the meeting either by hand-delivered or prepaid by U.S. mail or by electronic means or otherwise posted. At the first such meeting called, the presence of Owners or of proxies entitled to cast twenty percent (20%) of all the votes of Owners of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

SECTION 6. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots as established for each Section or Phase of development.

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The annual lease amount for Common Area(s) or Common Elements owned by the association abutting or adjoining Belews Lake and accessible to all Owners of the association shall be paid for by the association.

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.
The annual assessments provided for herein shall commence as to a Lot on the first day of the month following the date such Lot is conveyed. If a lot becomes subject to assessments after January 1st of any subsequent year, then the assessment for that lot shall be pro-rated from the date of transfer to the owner for the balance of the year. For any subsequent annexation of lots, the annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Executive Board. Annual assessments may be collected on a monthly, quarterly, semi-annual or annual basis, as determined by the Association's Executive Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate established by Association not to exceed ten percent (10%) per annum. For assessments not paid within thirty (30) days after the due date and after notice and an opportunity to be heard, the Association may suspend privileges or services provided by the Association (except rights of access to Lots) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer, which suspension may continue without further hearing until the delinquency is cured. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosure of a mortgage or deed of trust on real estate under power of sale, and interest, costs and reasonable attorney's fees for representation of the Association in 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 nonuse of the Common Elements or abandonment of his/her Lot nor shall damage to or

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destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY

ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Elements or assessments for public improvements to the Common Elements, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the lot of the then Owner, his/her heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 10. FORECLOSURE OF FIRST MORTGAGES. When the holder of a first mortgage or first deed of trust of record, or other purchaser of a Lot, obtains title to the Lot as a result of foreclosure of a first mortgage or first deed of trust or deed in lieu of foreclosure, such purchaser and its heirs, successors and assigns, shall not be liable for the assessments against such Lot which become due prior to the acquisition of title to such Lot by such purchaser. Such unpaid assessments shall be deemed to be common expenses collectible from all Owners, including such purchaser, their heirs, successors and assigns. Such sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer; provided, however, no such sale or transfer shall relieve such Lot or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties 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; however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

SECTION 12. AUDITS. All Belews Landing Association accounts must have an independent audit every two (2) years or when new Finance Board Member is elected. The results of the Audit must be communicated to the Owners when completed.

ARTICLE V: ARCHITECTURAL CONTROL

The mission of the Architectural Review Committee (“ARC”) is to assure ARC guidelines are enforced consistently, without any favoritism or prejudicial treatment.

The Covenants Conditions and Restrictions are designed to communicate the general guidelines. The Architectural Review Committee is empowered to review and approve and/or deny specific requests

from Owners who desire to construct, modify, maintain and/or enhance their homes and properties. The ARC has a detailed and specific set of ARC guidelines to ensure consistency and preserve/enhance home value of the community. Within the ARC guidelines, (defined and reviewed regularly by Architectural Review Committee members from the community), there is a specific process to be followed and designed to ensure all requests are consistently reviewed and documented. Once reviewed, the ARC will communicate its decision to the Owner as well as copy the Executive Board. Should the ARC request be denied, Owners may appeal to the Executive Board for final determination.

SECTION 1. IMPROVEMENTS. Architectural guidelines for exterior building materials, landscaping and other improvements may be established for Belews Landing that are in keeping with the unique character of this subdivision. No improvements, alteration, repair, change in paint color, excavation, change in grade, planting, landscaping or other work which in any way alters

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the exterior of any Lot or the improvements located thereon from their natural or improved state existing on the date such Lot was first conveyed to an Owner shall be commenced, erected or maintained upon any Lot and no building, fence, wall, residence or other structure or planting or landscaping shall be commenced, erected, maintained, improved, altered or removed until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Executive Board of the Association or by the Architectural Review Committee composed of three (3) or more representatives appointed by the Executive Board. Notwithstanding the foregoing, landscaping improvements consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections of the streets and/or driveways located within the Properties shall not require approval by the Executive Board or the Architectural Review Committee.

SECTION 2. PROCEDURES.

(a) Any person desiring to make any improvement, alteration or change described in Section 1 above shall submit the plans and specifications therefore, showing the nature, kind, shape, height, materials and location of the same using the established ARC Request Form from the Belews Landing Owners website, to the Architectural Review Committee which shall evaluate such plans and specifications in light of the purposes of this Article, and shall provide a written response to submittals within thirty (30) calendar days.

(b) Upon approval by the Architectural Review Committee of any plans and specifications Submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Review Committee and specific action bearing such approval, in writing, shall be returned to the applicant, and Executive Board, submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the Architectural Review Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. ARC Approval of any such plans and specifications relating to

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any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to and compliance with, such plans and specifications, as approved, and any request made under this Article. Owners may appeal directly to the Executive Board. The Executive Board may uphold the decision of the ARC or require further modification. The Executive Board may require that the Owner(s) requesting such change be liable for any cost of maintaining, repairing and insuring the approved alteration.

Neither the Association's Executive Board or Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by them, nor for any structural defects in any work done according to such plans and specifications. Further, nor any Owner or the Association's Executive Board or Architectural Review Committee, shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right provided for in this Declaration. Every person who submits plans or specifications for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that he or she will not bring any action or suit against any Owner or the Association's Executive Board or Architectural Review Committee, to recover any such damage. Further, liability protections extend to all Association sanctioned Committees along with the Executive Board.

ARTICLE VI: EXTERIOR MAINTENANCE

SECTION 1. EXTERIOR MAINTENANCE. The Association shall maintain the Common Elements the Association owns or has easement rights of access. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and lot. In the event that the Owner neglects or fails to maintain his or her improved Lot and/or the exterior of his or her dwelling in a manner consistent with other improved Lots and dwellings within the Properties or fails to maintain his or her improved Lot in a safe condition and free of debris, the Executive Board may enforce the provisions of this provision as set forth in this Declaration and under North Carolina law.

In the event any lot should have an off-site septic tank drain field located upon a special use lot or an easement located within the common area then and in such event(s) the Association shall maintain the surface (landscaping / mowing) of any special use lot or easement area in the same manner as it maintains the other open space common area the Association owns or has easement rights of access. The Association shall pay for any required annual inspections of all off site septic systems located within the common areas owned by the Association or has easement rights of access. In the event it is necessary that any sewerage disposal system requires repair, replacement or other such maintenance, the costs of such repair, replacement and/or maintenance shall be done by the Lot owner using the area. Should the Owner fail to take steps to remedy the problem within fifteen (15) days of receipt of notification of the problem by the Association, or should a governmental authority require the Association to perform such work and furnishing of materials, then the Association may perform such work and furnishing of materials and/or pay for required inspections, but such costs plus fifteen per cent of such costs plus any attorney's fees shall be a lien upon the Owners lot and be enforced and collected as other assessments as set forth herein. The Association is further granted such easements as are necessary or desirable to so act. All disturbed areas shall be repaired and seeded so the same may be properly maintained.

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SECTION 2. MAINTENANCE OF RETAINING WALLS. One or more retaining walls may be located upon a portion of the Properties. The Association shall maintain, repair or replace all such retaining walls located within Common Elements owned by the Association. The Association shall be responsible for the cost of such maintenance, repair or replacement unless the maintenance, repair or replacement is required due to an Owner's, Owner's guest or renters' negligence or intentional misconduct, in which event the responsible Owner shall reimburse the Association for all such costs as additional assessments.

ARTICLE VII: RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. No Lot shall be used except for single family residential purposes. No buildings or other structures shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height (excluding any basement), a private garage for not less than two cars and one (1) accessory building erected on a permanent foundation which is incidental to the residential use of the Lot, the location, plans and materials of which the Architectural Review Committee has approved. New freestanding accessory buildings are required to match the construction and materials of the single family dwelling. Existing freestanding accessory buildings are grandfathered in.

SECTION 2. DWELLING SPECIFICATIONS. No dwelling shall be erected or allowed to remain on a Lot if the heated area of the main structure, exclusive of basement, open porches, decks and garages does not meet or exceed the following square footage requirements, specific to each community:

Crows Nest at Belews Landing: Two Thousand (2000) square feet in the case of a one story dwelling and Two Thousand Six Hundred (2600) square feet for one and a half, two or two and a half story dwellings, of which Thirteen Hundred (1300) square feet must be on the main level, or

Windward at Belews Landing: Fifteen Hundred (1500) square feet in the case of a one story dwelling and One Thousand Eight Hundred (1800) square feet for one and a half, two or two and a half story dwellings, of which Eleven Hundred (1100) square feet must be on the main level, or

Sailing Point at Belews Landing: One Thousand Eight Hundred (1800) square feet in the case of a one story dwelling and Two Thousand (2000) square feet for one and a half, two or two

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and a half story dwellings, of which One Thousand One Hundred (1100) square feet must be on the main level, or

The Estates: The dwelling size specifications for Crows Nest at Belews Landing shall apply to The Estates at Belews Landing.

SECTION 3. BUILDING SETBACKS. No building shall be located on any Lot nearer to the front or rear Lot line, or any side street or Lot line, than shall be shown on the recorded plat of the subdivision or as permitted under applicable local ordinances in effect at the time such building is to be constructed or as permitted by appropriate local governmental authority pursuant to a variance of such ordinances. In case there is a difference between the plat setbacks and the governmental restrictions, the more restrictive shall apply. Setbacks are defined in the ARC Guidelines.

SECTION 4. EXTERIOR MATERIALS AND STRUCTURES. All exterior materials and structures must conform to the Architectural Guidelines for Belews Landing and,

- a. Foundation(s) of any dwellings, accessory buildings or retaining walls shall not have exposed cinder blocks
- b. Minimum roof pitch is 8/12 and architectural type shingles are preferred. Solar panels or Metal Roofs can alternatively be used if adhering to ARC Guidelines.
- c. Driveways must be paved with concrete, brick or other decorative materials approved by Architectural Review Committee. Lots in The Estates have more leeway, therefore, paving requirements are determined and approved by the Architectural Review Committee and associated Guidelines.
- d. Drainage pipes under driveways must be sized appropriately in accordance with local and state codes
- e. To preserve an aesthetically pleasing development to the community, the following examples apply, (the below list is not an exhaustive list, therefore specific details or requirements are defined in the ARC Guidelines):
 - i. No vegetable garden shall be allowed to front or side with any street.
 - ii. No above ground swimming pools. In-ground pools must be located in compliance with ARC Guidelines within the rear building line of the main residence including no front or side view with any street and must conform to and as defined by the ARC Guidelines.
 - iii. All playground equipment requires review and approval by the Architectural Review Committee and shall not be allowed to front or side with any street.
 - iv. Corner lots that include anything listed in (i), (ii), or (iii) above must provide natural screening as defined by the ARC Guidelines.

- f. Mailboxes shall be consistent for each section or phase of Belews Landing.
- g. Sailing Point exteriors shall be at least eighty-five (85) percent brick, stone or other masonry product as approved in writing by the Architectural Review Committee.
- h. Given the larger size and secluded nature of the lots, Owners in The Estates shall be given greater leeway in use of exterior materials and structures when determining whether such materials and structures are in harmony and conformity with other materials and structures found in other phases of Belews Landing.

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SECTION 5. NUISANCE. Except for the allowances of Article III. – Public Peace and Order Sections 18-36 of the Rockingham County, North Carolina Part II Code of Ordinances, no noxious or offensive activity shall be conducted upon a Lot or the Common Elements nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In addition, no activity deemed noxious or offensive by the Architectural Review Committee shall be carried on upon any Lot or within the Common Elements, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by said Architectural Review Committee. Examples of such offensive activities shall include, but not be limited to, the origination or emission of excessive barking of a dog(s), any loud or disturbing noise or vibrations, the maintenance of an auto repair site, the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles or other motor vehicles, tricycles, bicycles, wood piles or other miscellaneous items) on porches, patios, terraces or yards, or similar unsightly activity not in keeping with the aesthetic character and high level of appearance of the community. The Architectural Review Committee, with the approval of the Executive Board, may establish reasonable rules and regulations for enforcing the provisions of this Section.

SECTION 6. SIGNS. Except for the allowances of 47F-3-121 of the NC Planned Community Act and for signs erected by the Association within any Common Elements, and dwellings constructed thereon within the Properties, no sign, permanent flag or flag pole shall be placed or allowed to remain on any Lot except for one (1) "For Sale" or "For Lease" sign, or one other temporary sign to advertise a yard sale or other temporary activity on the Lot and such other temporary sign or flag shall not be permitted to remain on any Lot for more than seventy two (72) consecutive hours. No sign or flag, with the exception of those allowed by the NC Planned Community Act, deemed by the Association to be a nuisance or a detriment to the Properties shall be permitted or allowed to remain on any Lot within the Properties. House number and home security monitoring signs must be less than 1 square foot.

SECTION 7. OUTSIDE ANTENNAS. Installation of a satellite dish or antenna requires prior ARC approval following ARC Guidelines.

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SECTION 8. RESUBDIVISION OF LOT, STREETS, FENCES AND WALLS Except with the express written consent of the Executive Board of the Association, no Lot shall be re-subdivided into a lot smaller than or different from the Lot shown on the recorded plat and no street shall be laid out or opened across or through any Lot. Except for fences erected by the Association, no fence, wall or other enclosure shall be erected or allowed to remain on any Lot unless the height, materials and location of the same have been approved by the Architectural Review Committee as provided in Article V of this Declaration. No fence on any Lot shall be permitted to extend nearer to any front street than the front building line of the residence located on that Lot. The finished side of all fences shall face towards adjoining streets and Lots. Chain link fences and split rail fences with wire backing are prohibited except when the Architectural Review Committee gives written approval. In addition, chain link fencing may be erected without restriction by the Association on the Common Elements or anywhere within the Properties as reasonably required for purposes of safety or to meet governmentally imposed requirements.

SECTION 9. METAL STORAGE BUILDING. MOBILE HOMES. MANUFACTURED HOMES. TEMPORARY STRUCTURES. ETC. No storage building of a temporary or permanent character shall be permitted on any Lot. No mobile home, manufactured home, trailer, or other like structure shall be located on any Lot. No structure of a temporary character, recreational or other vehicle, trailer, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

SECTION 10. CONSTRUCTION VEHICLES. All construction vehicles and other type of equipment parked on a private or public street must have safety cones, reflective triangles or any other type of safety markings that will clearly identify all forementioned to avoid risk of collision, damage or personal injury.

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SECTION 11. ANIMALS. No animals, livestock or poultry of any kind shall be raised or kept on any Lot, except that dogs, cats or other household pets may be kept on Lots provided that said animals are kept in compliance with applicable local ordinances and are not kept for commercial purposes and further provided that they are kept and maintained in compliance with

- (i) all laws and ordinances of the State of North Carolina and Rockingham County relating thereto; and
- (ii) such rules and regulations pertaining thereto as the Executive Board may adopt from time to time. Each Owner owning or having possession, charge, care, custody or control of any animal shall keep such animal exclusively upon his or her Lot; provided, however, that such animal may be off the Lot if it is under the control of a competent person and restrained by a chain, leash or other means of adequate physical control. Each Owner will be responsible for cleaning up any and all waste deposited by any animal upon any Lot or Common Elements.

SECTION 12. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be stored in sanitary containers in accordance with the rules and regulations of any health or public safety authority having jurisdiction over the property. All incinerators or other equipment shall be kept in clean and sanitary condition. No trash, garbage or other waste may be placed within the Common Elements, except in containers approved by the Executive Board.

SECTION 13. WAIVER OF MINOR VIOLATIONS. The Executive Board of the Association shall have the right to waive minor violations of, and allow minor variances from, the restrictions contained in Section 2 of this Article, where the same resulted unintentionally or without gross carelessness on the part of any Owner and/or is not materially harmful to the Properties. Any such waiver granted shall be in writing, and any matter so waived shall no longer be deemed a violation of these covenants. However, the waiver of a violation shall not be deemed as a general waiver for future violations.

SECTION 14. LAKES AND PONDS. The use of any lake access which is a part of the Common Elements, if any, is subject to rules and regulations from time to time promulgated by the Association, which rules and regulations, in the sole discretion of the Executive Board of the Association, may prohibit or limit the use of kayaks, boats, fishing and swimming. In addition, such rules and regulations may provide for access to any such lake only through designated portions of the Common Elements.

All owners and their assigns and guests shall at all times strictly comply with and be subject to the requirements of that WATER ACCESS LEASE AGREEMENT between Duke Energy Corporation as Lessor and the Association as Lessee for Common Areas owned by the Association.

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SECTION 15. PARKING. Each Lot shall contain sufficient off-street paved parking space for at least two (2) passenger vehicles. On-street parking of any vehicle or motorcycle beyond 48 hours is prohibited. Boats, trailers, school buses, motorcycles, trucks or commercial vehicles over one (1) ton capacity, recreational vehicles, campers or other like vehicles or equipment shall not be parked or stored in any area on a Lot unless located

- (i) in the garage; or
- (ii) behind the rear building line of the home (as defined in ARC Guidelines); or
- (iii) on the side of the home with appropriate screening erected in accordance with the terms and provisions of this Declaration and ARC Guidelines; or

The unique aspects of corner lots will require screening for either side or rear parking options.

The size and isolation of The Estates properties will allow for recreational vehicles, motor homes, and camper trailers to be parked on those lots. These vehicles must be parked in a location out of sight from Crows Nest Drive. Recreational vehicles, motor homes and camper trailers may be used as temporary housing not to exceed thirty (30) days in duration in any calendar year.

If needed, any additional or extension of parking space added to a property must be constructed to conjoin the new surface with the original existing driveway. The driveway addition or extension will be built using the same material and finish making it consistent in appearance with the original parking surface. This expanded parking surface must comply will all local building codes and setbacks. ARC approval must be obtained prior to beginning the addition.

Social events and gatherings may necessitate using the property's lawn to enable visiting vehicles to get far enough off the street to allow for the safe passage of others. This temporary use of the yard for parking shall be allowed only for the duration of the social event, ie less than one day. Homeowners and residents are prohibited from using the lawn as a parking area.

SECTION 16. SEASONAL DECORATIONS. Temporary seasonal exterior decorations shall not require the prior approval of the Executive Board or the Architectural Review Committee, but if any such decorations are determined, in the sole discretion of the Executive Board or the Architectural Review Committee, to be distasteful or otherwise disruptive of the aesthetics or visual harmony of the community, the Executive Board or the Architectural Review Committee may require that such decorations promptly and permanently be removed. In the event that an Owner neglects or fails to remove any such decorations at the request of the Executive Board or the Architectural Review Committee, the Association may assess reasonable fines against an Owner in accordance with Article X of this Declaration. In no event shall seasonal decorations be installed more than thirty (30) days prior to a holiday or event and remain upon a Lot more than thirty (30) days following the holiday or event with which such decorations are associated.

SECTION 17. PRIVATE STREETS. Streets that are platted and recorded as “Private Right of Way” shall be constructed in accordance with NCDOT standards with respect to the pavement widths and cross sections. Private street maintenance shall be paid by the Association, funded by the owners of Crows Nest private streets.

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SECTION 18. PROHIBITION AGAINST CERTAIN RESIDENTIAL USES. No lot within the Association shall be used as a halfway house, juvenile home, detention center, detention home, temporary shelter, long-term shelter, institution, treatment facility or rehabilitation center of any kind.

No lot within the Association shall be used to house persons addicted to or recuperating from the effects of or addiction to drugs or alcohol or persons adjusting to non-prison life, including but not limited to pre-release, work release, probationary programs or juvenile detention.

This Section is intended to prevent the use of property within the Association for, by way of illustration and not limitation, protection, detention, or rehabilitation of drug addicts, criminals, juveniles, homeless persons or other similarly situated persons. It is not the intent of this provision to prevent the owners of the lots, their spouses, children, or legal relatives from undergoing medical, therapeutic, rehabilitation or treatment at home.

SECTION 19. RECREATIONAL VEHICLES. The use of non-licensed vehicles, limited to golf carts and four wheeled ATV's, is permitted in designated common areas and cart paths throughout the development and owned by the Association, subject to the terms of this Declaration, local ordinances and North Carolina law. Non-licensed vehicles such as off road motorcycles, three wheeled ATV's and four wheeled ATV's that are not designed for on road use are prohibited from any street, public or private, within the development and designated common areas. The use and operation of non-licensed vehicles such as golf carts, mopeds, utility vehicles (UTV's) and other non-licensed vehicles shall be in accordance with the manufacturer's recommendations with regards to safety requirements, age restrictions and number of passengers. Non-licensed drivers under 16 years of age operating non-licensed vehicles shall be supervised and seated beside by a licensed driver at all times, according to North Carolina Department of Transportation regulations, statutes "§ 153A-245, "§ 160A-300.6. The statute allows a municipality/county to regulate golf carts on any street with a speed limit 35 mph or less and the operator must be 16 or older. The Executive Board highly recommends Owners to maintain liability insurance for their respective non-licensed vehicle(s).

ARTICLE VIII: EASEMENTS

SECTION 1. UTILITY AND DRAINAGE EASEMENTS. Easements for installation and maintenance of utilities (including telecommunication service) and drainage facilities are reserved as indicated on recorded plats. In addition, on behalf of the Association, additional easements and rights-of-way for the installation and maintenance of utilities (including telecommunication service) and drainage facilities over the rear ten (10) feet of any Lot and over each side five (5) feet of any Lot. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the appropriate governmental entity (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Elements as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water,

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sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and the authority to grant and establish upon, over and across the Common Elements such additional easements as are necessary or desirable for the providing of service or utilities to the Common Elements or Lots.

SECTION 2. SIGN EASEMENTS. The Association shall each have the right to erect within the Common Elements subdivision signs and landscaping and lighting surrounding same. In addition, easements for the maintenance of subdivision signs and landscaping and lighting surrounding same are reserved as indicated on recorded plats. The Association has a perpetual, non-exclusive easement over the portions of Lots designated as "sign easements" on the plats of the Properties, now or hereafter recorded, to place, maintain, repair and replace subdivision signs and the lighting fixtures and landscaping surrounding same. The Association shall be responsible for maintaining, repairing and replacing any such signs, landscaping and lighting and the costs of such maintenance, repair and replacement shall be part of the common expenses of the Association, payable by the Owners as set out in Article IV hereof.

SECTION 3. ADDITIONAL DRAINAGE EASEMENTS. In order to implement effective and adequate erosion control, the Association shall have the right to enter upon any portion of the Properties before and after improvements have been constructed thereon for the purpose of performing any grading or constructing and maintaining erosion prevention devices; provided,

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however, notice of such activities shall be provided to the owner of the affected lot prior to the commencement of such work, and no such activities shall interfere with any permanent improvements constructed on the Properties.

ARTICLE IX: RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

SECTION 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS. "Institutional Lender" as the term is used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences, and eligible insurers and governmental guarantors.

SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS. So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

(a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Executive Board of the Association, such financial statement or report to be furnished by April 15 of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the Ownership to be held for the purpose of considering any proposed amendment to this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation or Bylaws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self- management by the Association.

(c) To receive notice of any condemnation or casualty loss affecting the Common Elements or any portion thereof

(d) To be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(e) To have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Elements, other than those specific rights vested in the Association under Article II hereof.

(f) To be given notice of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days) by any Owner owning a Lot encumbered by a mortgage held by the Institutional Lender, such notice to be given in writing and to be sent to the principal office of such Institutional Lender, or to the place which it may designate in writing.

SECTION 3. REQUIREMENTS OF INSTITUTIONAL LENDER. Whenever

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any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by certified mail at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds a first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

ARTICLE X: GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. For the purposes of clarity, the Executive Board on behalf of the Association is responsible and accountable for overall enforcement of the provisions of this Declaration, the Bylaws of the Association and all rules and regulations of the Association. The Owner(s) of each Lot shall be governed by and shall comply with the provisions of this Declaration, the Bylaws of the Association and all rules and regulations of the Association adopted pursuant thereto, as any of the same are now constituted or as they may be amended from time to time. A default by any Owner shall entitle the Association or the Owner(s) of any of the other Lots to the following relief

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

(b) The Executive Board, after notice to the Owner and a reasonable opportunity to be heard, shall have the right to assess reasonable fines against an Owner for violations of this Declaration, the Bylaws of the Association or the Association's published rules and regulations by such Owner, or such Owner's family, guests, invitees and lessees in an amount not to exceed \$100.00 for each violation, and without further hearing, for each day after the decision that the violation occurs. Such fines shall be deemed to be assessments as set forth in Article IV of the Declaration and if not paid within thirty (30) days after notice and demand therefore, the Association shall be entitled to the remedies set forth in the Declaration for the enforcement and collection of delinquent assessments.

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

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(d) If an Owner is legally responsible for damage inflicted on any Common Elements, the Executive Board may direct such Owner to repair such damage, or the Executive Board may itself cause the repairs to be made and recover damages from the responsible Owner. If damage is inflicted on any Lot by an agent of the Association in the scope of the agent's activities as such agent, the Association is liable to repair such damage or to reimburse the Owner for the cost of repairing such damages. The Association shall also be liable for any losses to the Owner. When any such claim for damages against an Owner or the Association is less than or equal to the jurisdictional amount established for small claims by North Carolina General Statutes 7A-2-210, any aggrieved party may request that a hearing be held before an adjudicatory panel appointed by the Executive Board of the Association to determine if an Owner is responsible for damages to any Common Elements or the Association is responsible for damages to any Lot. If the Executive Board fails to appoint an adjudicatory panel to hear such matters, such hearings shall be held before the Executive Board. Such panel shall accord to the party charged with causing damages notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. This panel may assess liability for each damage incident against each Owner charged or against the Association not in excess of the jurisdictional amount established for small claims by North Carolina General Statutes 7A-2-210. When such claim exceeds the jurisdictional amount established for small claims by North Carolina General Statutes 7A-2-210, liability of any Owner charged or the Association shall be determined as otherwise provided by law and shall be assessments secured by lien under Section 47F-3-11 16 of the Planned Community Act. Liabilities of the Association determined by adjudicatory hearing or as otherwise provided by law may be offset by the Owner against sums owing to the Association and if so offset, shall reduce the amount of any lien of the Association against the Lot at issue.

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

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

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

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SECTION 2. SEVERABILITY. Invalidation of any one of the 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. TERM AND AMENDMENT. The covenants and restrictions of this Declaration shall run and bind the land 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 as hereinafter provided. This Declaration may at any time be amended with the consent of the Owners entitled to cast at least sixty seven percent (67%) of the votes of the Association and may be terminated with the consent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association; provided, no amendment relating to the maintenance or ownership of any permanent detention or retention pond shall be effective unless reviewed and approved by the governmental office having jurisdiction for watershed protection. Any amendment must: (1) be executed on behalf of the Association by its duly authorized officers; (2) contain an attestation by the officers executing the amendment on behalf of the Association that the requisite Owner approval has been obtained and is evidenced by written acknowledgment(s) signed by the Owners approving the amendment and made a part of the Minute Book of the Association; and (3) be properly recorded in the Office of the Register of Deeds, Rockingham County, North Carolina.

SECTION 4. ANNEXATION.

(a) Additional residential property and Common Elements may be annexed to the Properties only with the consent of the Owners entitled to cast two-thirds (2/3) of the votes of the Association who are voting in person or by proxy at a meeting duly called for such purpose;

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SECTION 5. AMPLIFICATION. The Provisions of this Declaration are amplified by the Articles of Incorporation and Bylaws of the Association; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. The provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws of the Association on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting result. If such conflict necessarily results, however, the provisions of this Declaration control anything contained in the Articles of Incorporation or Bylaws of the Association.

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IN WITNESS WHEREOF, the undersigned, being the Belews Landing HOA herein, has caused this instrument to be executed under seal in its name by its duty authorized officers this _____ day of _____, 2022.

Belews Landing HOA Board of Directors

By:

_____ (SEAL) Manager

STATE OF _____

COUNTY OF _____

The undersigned, a notary public for _____ County, State of _____ do certify that, _____, of Belews Landing HOA Board of Directors personally appeared before me this day and he acknowledged the due execution of the foregoing instrument for and on behalf of Belews Landing HOA Board of Directors.

WITNESS my hand and official seal/stamp, this, the _____ day of _____, 2022.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned Bound Parties have caused this instrument to be executed in their name under seal this _____ day of _____, 2022.

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EXHIBIT A

Beginning at an existing iron rod located at the northeast corner of Lot 6 of the JF and JF Investments, Inc. Subdivision, as per plat thereof recorded in Plat Book 34, Page 72, in the Office of the Register of Deeds of Rockingham County, North Carolina, said existing iron rod also being located S87°51'50"W, 16.65' from an existing iron pipe located in the Western right-of-way margin of Ellisboro Road (State Road #1110) and from said existing iron rod running thence with the Northern margin of J.F. and J.F. Investments, Inc. subdivision S87°55'56"W, 413.26' to an existing iron pipe; thence with the Northern line of Mark D. Helms S87°57'53"W, 388.04' to an existing iron rod; thence with the Northern line of Dennis L. Landreth S87°53'57"W, 599.65' to an existing iron pipe; thence with the Northern line of Lots 5, 4 and 3 of Laurel Ridge, as per plat thereof recorded in Plat Book 28, Page 396 in the Rockingham Co. Registry the following courses and distances: S88°06'45"W, 185.26' to an existing iron pipe; S87°44'59"W, 184.78' to an existing iron pipe; S87°56'21"W, 65.05' to an existing iron pipe and N87°54'20"W, 166.82' to an existing iron pipe; thence with the Northern line of Lots 2 and 1 of Laurel Ridge, as per plat thereof recorded in Plat Book 28, Page 396 in the Rockingham Co. Registry the following courses and distances: N87°54'36"W, 270.00' to an existing iron pipe and N87°41'59"W, 285.29' to an existing iron pipe; thence with the Northern line of Lots 1 and 2 of the Rusty E. Cox Subdivision, as per plat thereof recorded in Plat Book 28, Page 380 in the Rockingham Co. Registry the following courses and distances: N88°06'32"W, 260.26' to an existing iron pipe and N87°55'06"W, 337.78' to a point, a corner with Duke Power Company; thence with the line of Duke Power Company the following courses and distances: N29°40'15"E, 97.20' to an existing iron rod; N57°51'02"E, 73.93' to a point; S64°30'00"E, 36.90' to a point; S53°08'00"E, 115.50' to a point; N79°05'00"E, 61.80' to a point; N78°30'00"W, 52.40' to a point; N41°28'00"W, 58.00' to a point; N26°02'00"W, 142.80' to a point; N11°46'00"E, 99.60' to a point; N18°28'00"E, 66.50' to a point; N61°13'28"E, 80.43' to an existing iron rod; N42°08'02"E, 58.99' to a point; N80°50'00"E, 77.50' to a point; S77°22'00"E, 72.00' to a point; N61°43'00"E, 94.20' to a point; N79°03'00"E, 113.00' to a point, S45°48'00"E, 44.30' to a point; N07°28'00"E, 35.60' to a point; N56°22'00"E, 52.60' to a point; S78°57'00"E, 50.60' to a point; N62°53'00"E, 84.90' to a point; N77°12'00"E, 85.50' to a point; N82°56'19"E, 90.99' to an existing iron rod; S50°02'52"E, 59.10' to a point; N46°33'00"E, 39.60' to a point; N79°10'00"E, 63.50' to a point; N73°44'00"E, 76.50' to a point; N79°21'00"E, 49.40' to a point; N33°39'00"W, 57.30' to a point; S73°59'00"W, 56.50' to a point; N76°27'00"W, 60.30' to a point; N63°07'00"W, 105.70' to a point; N74°08'00"W, 90.30' to a point; N59°23'00"W, 61.80' to a point; N08°27'00"W, 47.80' to a point; N76°29'00"W, 31.20' to a point; S59°07'00"W, 104.70' to a point; S79°38'54"W, 79.83' to an existing iron rod; S79°57'40"W, 112.92' to a point; N78°53'00"W, 121.70' to a point; N37°12'00"W, 109.10' to a point; N28°02'00"W, 114.40' to a point; N35°58'00"E, 101.20' to a point; N59°18'00"W, 67.30' to a point; N03°20'00"W, 48.10' to a point, N83°22'00"W, 72.70' to a point, N34°40'00"W, 43.50' to a point; N25°47'00"E, 118.30' to a point; N56°14'49"E, 131.33' to an existing iron rod; N61°55'19"E,

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118.68' to a point; N81°13'00"W, 27.60' to a point; N34°21'00"W, 80.10' to a point; N46°32'00"W, 95.20' to a point; N54°51'00"E, 153.40' to a point; N53°55'00"E, 78.60' to a point; N68°55'00"E, 128.50' to a point; N88°57'00"E, 92.30' to a point; S67°48'00"E, 166.20' to a point; N82°31'00"E, 73.10' to a point; N88°31'00"E, 75.70' to a point; S83°54'00"E, 36.50' to a point; N57°37'00"W, 128.40' to a point; N31°56'00"E, 34.60' to a point; N85°16'00"W, 70.90' to a point; N51°04'00"W, 146.70' to a point; N13°50'23"W, 90.06' to an existing iron rod; N07°05'22"E, 72.36' to an existing iron rod; N11°25'24"W, 144.31' to a point; S49°56'00"W, 69.90' to a point; S37°16'00"W, 62.60' to a point; S85°11'00"W, 201.00' to a point; N57°35'59"W, 69.53' to an existing iron rod; N11°35'56"E, 98.13' to an existing iron rod; N11°35'56"E, 98.13' to an existing iron rod; N19°35'41"E, 81.96' to a point; N56°08'00"E, 70.80' to a point; N70°02'00"E, 157.30' to a point; N41°30'00"E, 218.50' to a point; N66°04'28"E, 141.96' to an existing iron rod; N81°03'51"E, 136.30' to an existing iron rod; S75°21'42"E, 104.97' to a point; S26°43'00"E, 136.60' to a point; S43°14'00"E, 84.60' to a point; N03°46'00"W, 98.30' to a point; N31°37'00"E, 29.00' to a point; S77°57'00"E, 51.60' to a point; N29°38'00"W, 79.90' to a point; N54°27'00"E, 54.80' to a point; N86°59'00"E, 79.60' to a point; N74°47'00"E, 83.10' to a point; S86°01'00"E, 49.90' to a point; S64°40'00"E, 97.70' to a point; S41°27'00"E, 64.70' to a point; S21°59'00"E, 54.50' to a point; S66°52'00"E, 62.20' to a point; N04°12'10"E, 100.43' to an existing iron rod; N19°02'42"E, 82.74' to an existing iron rod; S87°10'38"E, 10.47' to a point; S86°58'00"E, 91.40' to an existing iron rod; S54°47'11"E, 107.60' to an existing iron rod; S81°20'08"E, 58.30' to a point; S49°30'00"E, 99.80' to a point; N23°32'37"W, 52.74' to an existing iron rod; S86°56'23"E, 2,307.48' to an existing iron rod, said existing iron rod being located N89°34'23"W, 39.89' from a nail located in the centerline of the intersection of Ellisboro Road (State Road #1110) and Stanley Road (State Road #1108); thence from said existing iron rod S04°56'34"W, 39.53' to a new iron rod, said new iron rod being located in the Western right-of-way margin of Ellisboro Road; thence S04°56'34"W, 157.29' to a point in Ellisboro Road; thence S25°02'00"W, 396.00' to a point in Ellisboro Road; thence S30°57'00"W, 802.70' to a point in Ellisboro Road; thence S28°21'00"W, 907.50' to a point in Ellisboro Road; thence S27°29'15"W, 436.39' to a new iron rod located in the Western right-of-way margin of Ellisboro Road; thence S27°29'15"W, 58.56' to an existing iron rod; thence S00°03'07"W, 31.73' to an existing iron rod; the point and place of Beginning, and containing 195.979 acres, more or less, outside of the right-of-way of Ellisboro Road and 1.756 acres, more or less, inside the right-of-way of Ellisboro Road for a total acreage of 197.735 acres, more or less, as per survey of Land Solutions, PC, dated June 29, 2003, and being the same property described in Deed Book 1190, Page 55, Deed Book 1001, Page 199, Deed Book 666, Page 720, Deed Book 930, Page 803, Deed Book 914, Page 1408 and Deed Book 949, Page 589, SAVE AND EXCEPT the property in Deed Book 666, Page 721.