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Wilson, NC
Lisa J. Stith Register of Deeds

BK 2800 Pg 585-598

RETURN
TO D. Jones

NORTH CAROLINA
WILSON COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CRANBERRY RIDGE SUBDIVISION
PHASE II, SECTION TWO**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRANBERRY RIDGE SUBDIVISION, PHASE II, SECTION TWO, made on the 4th day of September, 2019 by VICUS DEVELOPMENT, LLC, a NC limited liability company, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain real estate development known as CRANBERRY RIDGE, PHASE II, SECTION TWO which is more particularly described on plat of record in Plat Book 42, pages 50, 51 and 52, Wilson County Registry; and

WHEREAS, the Declarant will convey individual residential lots from the said Property subject to certain protective covenants, conditions, restrictions and reservations as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of those lots described on Exhibit A attached hereto, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

NO CONSTRUCTION OF ANY STRUCTURE OR OTHER IMPROVEMENT SHALL BE COMMENCED ON ANY LOT ENCUMBERED BY THESE RESTRICTIONS UNTIL THE PLANS AND SPECIFICATIONS FOR SUCH IMPROVEMENT HAVE BEEN SUBMITTED TO DECLARANT FOR REVIEW AND APPROVED BY DECLARANT IN WRITING.

**ARTICLE I.
DEFINITIONS**

Section 1. "Association" shall mean and refer to Cranberry Ridge, Phase II, Sections 2 & 3, Homeowners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described herein.

The same shall further include any maps thereof which are filed for record in the office of the Wilson County Register of Deeds.

Section 3. "Lot" shall mean and refer to any lot or land with delineated boundary lines appearing on any recorded subdivision map or maps of the Property with the exception of the Open Space.

Section 4. "Open Space" shall mean all real Property owned by the Association and the easements granted thereto for the common use and enjoyment of the Owners.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers and the Declarant if the Declarant still owns unsold Lots, but excluding contract purchasers and those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to every person or entity entitled to membership in the Association as provided herein and in the Articles of Incorporation of the Association.

Section 7. "Declarant" shall mean and refer to Vicus Development LLC and its successors and assigns.

Section 8. "Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions for Cranberry Ridge Subdivision, Phase II, Section Two and to any amendments or modifications thereof, which are applicable to the Property and are recorded in the Wilson County Registry.

Section 9. "Declaration of Annexation" shall mean and refer to any Declaration or instrument recorded in the Wilson County Registry which subjects any future lots, sections or phases of Cranberry Ridge Subdivision to the provisions of this Declaration.

ARTICLE II

Until the earlier of the date on which all Lots are sold or the date which Declarant voluntarily relinquishes control of the Association, the Declarant and/or its agents, successors and assigns, shall have the unilateral right to appoint and remove members of the Board of Directors and Officers of the Association as the Declarant determines is necessary, the right to amend these Declarations as necessary to exercise its Development rights, and the right to exercise the following powers which are set forth in Chapter 47F of the North Carolina General Statutes:

- (A) To complete improvements indicated on plats and plans filed with respect to the Property;
- (B) To exercise any development right;
- (C) To maintain sales offices, management offices, signs advertising the Property and models;
- (D) To use easements through the Open Spaces for the purpose of making improvements within the Property or within real estate that may be added to the Property.
- (E) To make the Property part of a larger planned community or group of planned communities;

- (F) To make the Property subject to a master association; and
- (G) To appoint or remove any officer or board member of the Association or any master association during any period of Declarant control.

Upon the termination of the period of Declarant control, the affairs of the Association shall be turned over by the Declarant to the Members.

ARTICLE III MEMBERSHIP, VOTING RIGHTS AND POWERS OF THE ASSOCIATION

Section 1. Upon termination of the period of Declarant control as set forth in Article II above, every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Association and the Declarant, if the Declarant still owns unsold Lots, shall be a Member of the Association. The foregoing is not intended to include persons or entities who are contract purchasers or who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of said Lot shall be the sole qualification of membership. Conveyance by any member of its entire interest in a Lot which is subject to assessment by the Association shall automatically terminate such Member's membership in the Association.

Section 2. Upon termination of the period of Declarant control as set forth in Article II above, all Owners of Lots shall be entitled to one (1) vote for each Lot owned. When more than one person holds and interest in any Lot, all such persons shall be Members. The vote of such Lot shall be exercised as the Members among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. All of the voting rights and requirements for approval, including quorum requirements, shall be as set forth in the By-Laws of the Association.

Section 4. The operations of the Association shall be conducted as set forth in the By-Laws and the Association shall have all of the rights, powers and duties as set forth herein and in the By-Laws.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

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

- (a) Annual Assessments (as hereinafter defined); and
- (b) Special Assessments (as hereinafter defined).

The Annual and Special Assessments together with interest, costs and reasonable attorneys fees, shall be a charge on the Lot to which they are applicable and shall be a continuing lien upon such Lot. Each such Assessment, together with such interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due.

9/10/2019

Section 2. Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively for the purpose of operating, maintaining and managing any lot designated as Open Space, common area, conservation area or open space which is deeded to and owned by the Association and for the payment of insurance premiums for said areas as set forth below. The Association shall further be responsible for the maintenance, repair, upkeep, care and replacement of any structure or improvement which is located in said areas specifically including any structure for control and dispersion of stormwater to the extent the same is not maintained by the City of Wilson.

Section 3. Maximum Initial Annual Assessment. The Initial Annual Assessment will be \$100.00 and said Initial Annual Assessment shall be as set forth until January 1 of the year following conveyance of the first Lot to an Owner, at which time the Association may, in its sole discretion, adjust the amount of said assessment.

Section 4. Uniform Rate of Annual Assessment. All Annual Assessments must be fixed at an equal rate for all Lots and will be collected on an annual basis, unless otherwise determined by the Association.

Section 5. Date of Commencement of Annual Assessment. For a period of 12 months after the date Declarant records the final plat for any phase or section of this subdivision which is subject to this Declaration, the Declarant and any builder or contractor owning lots therein shall be exempt from paying any Association dues. Thereafter, Declarant and any builder or contractor owning lots for speculative or custom construction for resale to third parties shall pay assessments to the Association at a reduced rate of twenty-five percent (25%) of the regular the rate provided in Sections 3 and 4 hereof. The regular Annual Assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of said Lot to an Owner other than the Declarant or a builder or contractor as set forth above. Prior to the conveyance of a Lot to an Owner other than the Declarant, the Declarant shall be responsible for any Annual or Special Assessments associated with such Lot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 6. Special Assessments. The Association shall have the right at any time to make a Special Assessment against any Lot and such Special Assessment shall become a lien on the Lot to which it is applicable. Special Assessments may include, but not be limited to, the Association's costs and expenses including interest and reasonable attorney's fees incurred (i) by reason of an Owner's failure to comply with any term, condition or requirement of this Declaration, (ii) for the expense of maintaining, repairing or replacing any portion of an open space or common area lot or any structures or improvements therein as a result of the negligence or misconduct of a Lot Owner or occupant, or (iii) for any financial liability or obligation incurred as the result of a judgment rendered against the Association arising from the actions of a Lot Owner or occupant.

Section 7. Certificates of Compliance. The Association shall, within ten (10) days of receipt of a written request from an Owner or an Owner's agent, furnish a certificate in writing signed by an office of the association setting forth whether the Annual and/or Special Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid as to third parties acting in reliance on said statement.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall become a lien on the applicable Lot and shall bear interest from the date of delinquency at the highest rate allowed by the law of the State of North Carolina. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. Interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents or assigns, the right and power to bring all actions against such owner personally liable for the collection of such charges as a debt to and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or a deed of trust lien on real property and such Owner hereby expressly grants to the Association a power of sale in connection with foreclosure of said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association may purchase a Lot being foreclosed on behalf of the remaining Lot Owners as a group if so instructed by the remaining Lot Owners at a meeting duly called for such purpose, or if less than all of the remaining Lot Owners which to purchase such unit, then on behalf of and at the request of any one or more of the remaining Lot Owners, then the costs thereof shall be shared equally, and any profit or loss realized from the sale by the Association of the unit so acquired shall likewise be shared equally by the remaining Lot Owners. In the event the Association shall purchase the Lot offered for sale on behalf of any one or more but not all of the remaining Lot Owners, then the cost thereof and any profit realized from the sale of said Lot shall be shared by such purchasing Lot Owners in such portions as they shall agree upon. No Owner may waive or otherwise escape liability for Assessments provided for herein by abandonment of his Lot.

In addition, the Association may impose fines and/or suspend an Owner's voting rights so long as the provisions of Section 47F-3-107.1 of the North Carolina General Statutes pertaining to a right to a hearing are complied with.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien; however, the sale or transfer of any Lot pursuant to the foreclosure of any mortgage or deed of trust or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve any such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.

Section 10. Insurance Requirements. The Board of Directors or its duly authorized agent has the authority and the obligation to obtain insurance against loss or damage caused by fire or other hazard to any improvements located within any area designated as Open Space, Common Area or Conservation Lot in an amount sufficient to cover the full replacement cost of any repair or reconstruction work and shall also obtain a broad-form public liability policy covering any of said areas and insuring against damage or personal injury occurring within said areas and caused by any act, omission or negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be an expense of the Association and shall be part of the Annual Assessments. All such insurance coverage shall be written in the name of the Association as trustee for each of the Lot Owners in equal proportions. It shall be the responsibility of each Owner at his own expense to obtain hazard insurance in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction to his dwelling or other improvements from any hazard. In the event of damage or destruction by fire or other casualty to the property of an individual Owner, the Owner shall, with the concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the property in as good condition as formerly existed. In the event the insurance

proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, and in the event the Owner fails to provide the funds necessary to complete the construction, then the Association shall have the right to proceed against the Owner personally to collect said funds and the Association shall have a lien against said Lot for the amount necessary to complete said construction, together with interest and costs, including reasonable attorney's fees, and said lien may be enforced as provided herein.

Section 11. Excess Assessments. Any surplus Assessments remaining after payment of the items for which such Assessments were collected, the funding of a reasonable operating expense surplus, the creation of a reasonable reserve account for future capital expenses, and any managerial or professional fees incurred by the Association shall be paid to each Owner in proportion to his liability of the Assessments or shall be credited to each Owner in the same proportion to reduce his future Assessments.

ARTICLE V MAINTENANCE OF OPEN SPACES

The Association shall provide for the management and maintenance of any Open Spaces, Common Area or Conservation Lot and any improvements or structures located thereon including but not limited to fences, walkways, shelters, trees, shrubs, grass, and any structure for the control of stormwater to the extent said structure is not maintained by the City of Wilson.

In the event that any damages are caused to an Open Space, Common Area, or Conservation Lot as a result of negligence or intentional conduct of an Owner or an Owner's invitee, guest or agent, the Association may require the Owner to be responsible for the payment of any and all costs and expenses associated with such damage or the Association may pay for such damage and recover its costs and expenses plus interest and attorneys' fees from the Owner.

ARTICLE VI EASEMENTS

Section 1. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangings as designed or constructed by the Declarant. A valid easement for such encroachments and for the maintenance of the same shall continue for so long as said encroachment exists.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the Property for reasonable ingress and egress for installing, repairing, replacing, and maintaining all utilities, including, but not limited to service for electricity, water, sewer, gas, telephones, cable television, and internet. By virtue of this easement, it shall be expressly permissible for any company providing such utility service to install, construct and maintain the necessary underground equipment and other necessary equipment on said Property, and to affix and maintain such cables, wires, circuits, and conduits above, across and under the roofs and exterior walls of said residences. Notwithstanding anything to the contrary contained in this paragraph, no water lines, sewer lines, electrical lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by the Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein granted request a special easement by separate recordable documents, the Declarant will have the right and authority to grant such easement on said Property without conflicting with the terms hereof. The easement provided for in this Article shall in no way affect other recorded easements on the Property.

Section 3. Easements for the installation, maintenance, repair and replacement of utilities, storm sewers, sanitary sewer, and drainage facilities are reserved as shown on the recorded plat. In addition to the easements shown on the recorded plat, Declarant hereby reserves easements for utilities and drainage facilities ten (10) feet in width along the entire front and rear lines and five (5) feet in width along the entire length of each sideline. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The owner of each lot which includes an easement area as defined herein shall maintain such area in a neat and orderly appearance compatible with the residential character of the subdivision.

Section 4. Each Lot Owner is granted an easement for the orderly and mannerly use and enjoyment of any area designated by the Association as Open Space but specifically subject to such rules and regulations as the Association may establish with respect to said area.

ARTICLE VII USE RESTRICTIONS

Section 1. Each lot as set forth herein and as approved by the appropriate municipal authority, shall be used only for residential purposes and the dwellings constructed on such lots are intended for occupancy by resident Owners only and shall not be constructed or maintained primarily for the purposes of rental. Rentals, if any, shall be allowed only with the prior approval and permission of Declarant or the Association, which approval may be withheld for any reason whatsoever.

Section 2. The lay of the Lots as shown on any recorded plat of all or part of the Property shall be substantially adhered to; provided, however, that with the prior written approval of the Declarant, its successors and assigns, or the Association, the size and shape of any Lot may be altered; provided that no Lot or group of Lots may be re-subdivided so as to produce a greater number of Lots than that allowed by the applicable zoning laws in force at the time of the said change. A residence may be constructed on more than one Lot provided the location of any structure permitted thereon is approved in writing by the Association or the Declarant. All structures shall comply with applicable zoning restrictions of the City of Wilson, North Carolina. Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions and provisions hereof.

Section 3. No building, driveway, walkway, wall, fence, outside lighting fixture or other structure or improvement, shall be commenced, erected, constructed or maintained upon the Property nor shall any exterior addition to or alteration thereof be made nor shall any repair be made thereto, nor shall any building, wall, fence, or other structure or other improvements be rebuilt after destruction by any hazard nor shall any exterior color of a residence be altered without the prior written consent of the Declarant or the Association. No construction of a structure or improvement of any type shall be commenced on any lot until the plans and specifications for such structure or improvement showing the nature, kind, height, materials, and elevation of the structure or improvement and a site plan showing the location of such structure or improvement have been submitted to Declarant or the Association for review and approved in writing by Declarant or the Association. Declarant shall have the sole discretion to withhold approval for any reason whatsoever.

Section 4. The location of all buildings and improvements shall be approved by Declarant or the Association and shall comply with the more restrictive of the front, rear and sideline setbacks shown on the recorded plat or the setback requirements of the zoning ordinance of the City of Wilson. In no event shall the main residence be located closer than 20 feet to the front property line, closer than 8 feet to a side property line, closer than 15 feet to a side street property line or closer than 20 feet to a rear property line. Notwithstanding the requirements set forth above, either Declarant, its successors and assigns or the

Association may, upon review of a written application and in its sole discretion, approve a reduction of the side setback line to 5 feet and a reduction of the side street setback line to 10 feet provided said reductions are likewise approved by the City of Wilson.

Section 5. No residential structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling and other outbuildings incidental to residential use. No dwelling shall exceed two stories in height except with the prior written approval of the Declarant or Association. All residential structures shall have a minimum heated area of not less than 800 square feet, exclusive of porches, basements, garages, carports and patios. Garages, if any, must be finished inside with paneling, painted drywall, or other suitable materials approved by Declarant and shall have an exterior door to provide direct access from the garage to the outside. Garage doors must be aesthetically attractive and must be approved by Declarant, and must be equipped with a remote controlled garage door opener. Each vehicle using the garage must have a control to operate the door and the door must be closed at all times except when vehicles are entering or exiting the garage.

Section 6. All buildings and structures erected upon the Lots shall be of new construction and must be completed within one (1) year after the construction of the same shall have commenced, except where such construction is impossible or would result in great hardship to the Owner or the contractor due to strikes, fires, natural emergency or natural calamities. During the time of construction of any improvements on any Lot, the Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition.

Section 7. If the curb or other infrastructure improvements should be damaged during construction on a lot, or otherwise, whether said damage is caused by a lot owner, a builder, or an agent or employee of the same, the owner of said lot shall be required to repair any such damage promptly and to be responsible for the expense of said repairs. In addition, should Declarant, its successors or assigns, be called upon by any municipal authority to repair any such damage, the Declarant shall be indemnified by the responsible lot owner for any expenses incurred by the Declarant in making such repairs.

Section 8. All driveways shall be paved with concrete, asphalt or brick for the entire length thereof.

Section 9. No structures of a temporary character or any manufactured home, trailer, camper, tent, garage, barn, or other out-building shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.

Section 10. No Carports shall be permitted unless they are approved in writing by Declarant or the Association and attached to and incorporated into the structure of the dwelling and no freestanding carport or shelters shall be permitted. If a residence includes a carport, it shall be used only for the parking of permitted vehicles and shall not be used as a storage area for any other items or property specifically including but not limited to lawn and garden equipment, sports equipment, outdoor cooking equipment, receptacles for trash, yard waste and recyclables, or firewood.

Section 11. No business activities of any kind shall be conducted in any building or on any portion of a Lot and no trade materials or inventory shall be stored thereon; provided, however, an Owner or resident occupant thereof may use a portion of his residence for an office or for a home-based business, provided that the activities conducted therein are in compliance with all city ordinances, do not interfere with the quiet enjoyment or comfort of any other Owner, do not involve the personal services of any Owner or resident occupant to a customer or other person or client who comes to the property and which do not involve customer, or client, or delivery traffic to and from the property. Notwithstanding any provisions to the contrary set forth herein, it shall be expressly permissible for the Declarant to maintain upon such portion

of the Property as the Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the development and sale of lots in the subdivision including without limitation, a business office, sales office, storage area, construction yard, signage and model units.

Section 12. No advertising or display signs of any nature shall be placed or maintained on any part of the property or on any structure, except customary "For Sale" signs, placed on or in front of a dwelling house by the owner thereof provided the foregoing covenant shall not apply to the business activities, signs and billboards of the Declarant, its agents or assigns, during the development, construction and sale of the subject property. Signs advertising "For Rent", if rental is allowed by Declarant, shall be placed only in the window of the building.

Section 13. No more than three motor vehicles shall be permitted to be parked in any driveway at any time. No trucks or vans larger than three-quarters ton or heavy duty commercial vehicles or commercial landscaping/lawn maintenance equipment shall be permitted at any time. Vehicles shall be parked only on paved driveway surfaces and no vehicle shall be parked in a yard or landscaped area at any time, nor shall vehicles be parked on the street with the exception of overflow parking for guests on a temporary and infrequent basis. No inoperable or unlicensed motor vehicle shall be permitted on any lot and no repair of any motor vehicle or piece of heavy equipment or machinery shall be allowed.

Section 14. No boats, jet skis, boat or jet ski trailers, campers, recreational vehicles, utility trailers, motorbikes, motorcycles, trailerized cookers, or lawn or garden equipment shall be kept or stored on any Lot unless they are stored within an enclosed garage provided the doors remain closed when not in active use or unless they are stored to the rear of the dwelling and screened from view of the street and adjoining owners.

Section 15. No swimming pools other than small inflatable wading pools for children with a depth of less than 18 inches shall be permitted on any lot except with the prior written approval of Declarant or the Association. Any such pools shall, if approved, be located to the rear of the dwelling and shall be screened from view of the street and adjoining owners and shall be suitably and securely fenced to prevent inadvertent or uninvited access by unattended children or by other residents of the subdivision or the general public.

Section 16. No grills, large statuary or yard ornaments, furniture, arbors or gazebos shall be permitted except within the yard at the rear of each residence and provided they are screened from view of the street.

Section 17. No satellite dish or antenna for the reception of radio or television signals shall be permitted on any lot except with the prior written approval of the Declarant or Association, and subject to the following conditions:

- (A) The satellite dish or antenna must be no larger than one (1) meter in diameter;
- (B) The satellite dish or antenna must be installed and screened from view so that it is not visible from the street.

If an Owner wishes to install a satellite dish or other antenna on a Lot, the Owner is required to submit in writing to the Declarant or Association plans for such installation showing the location of such satellite dish or antenna, any screening to be provided and the size and appearance of such dish or antenna. Upon receipt of such plans, the Declarant or the Association shall have a period of ten (10) working

days in which to approve or disapprove the installation of such dish or antenna. If an Owner is not notified in writing by the Declarant or the Association of its decision within such period, it shall be assumed that the installation of such dish or antenna meets all of the conditions of these Restrictions.

Section 18. No trees, shrubs or landscaping shall be located or permitted to remain on any lot in a location or manner which creates a traffic hazard or interferes with a motorist's view of streets and intersections.

Section 19. No animals, livestock or poultry of any kind shall be raised, bred or kept on said Lots, except that dogs, cats or other usual household pets may be kept by Owners on their respective Lots subject to the following conditions: a) no more than a total of two pets shall be permitted on any lot, b) no pet weighing more than 50 pounds shall be permitted on any lot, c) pets must not be kept, bred or maintained for any commercial purpose, d) pets must be kept inside the residence at night, e) pets must be confined by a fence or restrained by a leash when outside the residence, f) pet waste must be cleaned and removed from the premises on a regular basis, g) no pet deemed by Wilson County Animal Control to be a dangerous or vicious animal shall be permitted, h) no pet shall be permitted if, in the sole discretion of the Declarant or the Association, it constitutes a nuisance or annoyance to an adjoining owner or resident or if it constitutes a threat to the health, safety or well-being of a resident. Owners shall be absolutely responsible and accountable for the conduct and actions of their pets.

Section 20. All receptacles for trash, recyclables and yard waste and any storage containers for firewood shall be located to the rear of the residence and concealed from the view of the adjoining residences and the street. All garbage, trash or rubbish shall be regularly removed from the Property and shall not be allowed to accumulate therein. No clothes-lines shall be permitted outside any residence.

Section 21. No lot subject to these restrictions shall be used by any third party for access to adjoining property. However, Declarant, its successors and assigns, expressly reserves the right and privilege to designate one or more of the lots shown on the aforesaid map of Cranberry Ridge Subdivision, Phase II, Section Two, of record in Map Book 42, Pages 50, 51 and 52, Wilson County Registry, for use as a street for access to adjoining property, and for ingress and egress between the property shown on the aforesaid map and adjoining property, and further reserves the right to offer for dedication one or more of the lots for the use as a street for access purposes. Any such designation or dedication of a lot as a street can be made at any time before construction of a house thereon provided Declarant is the record owner of such lot or provided the record owner of such lot consents in writing to such designation by Declarant by recordation of an instrument in the Wilson County Registry. The provisions of these covenants restricting the use of lots for residential purposes shall not be deemed to prevent the designation and use of such lots for streets for access to adjoining property. In the event Declarant shall designate one or more lots shown on the aforementioned map for use as a street, it reserves the right to establish a new setback line for the side yard of the lot or lots abutting or adjoining said street or streets.

Section 22. No Owner shall do any act or thing which will impair the structural soundness or integrity of another residence, or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely affect the other residences or their Owners.

Section 23. No noxious or offensive activities shall be carried on, in or upon any Lot, nor shall anything be done which may cause embarrassment, discomfort, annoyance or nuisance to the other Lot Owners.

Section 24. No action shall at any time be taken by the Association or its Board of Directors, which in any manner would discriminate against any Owner or Owners in favor of any other Owner or Owners or the Association.

Section 25. The Board of Directors of the Association shall have the power to formulate, publish and enforce other reasonable rules and regulations concerning the use and enjoyment of each Lot.

ARTICLE VIII GENERAL PROVISIONS

Section 1. The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants and reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation of any one or more of these covenants or restrictions by Judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Declarant reserves the right to annex additional property and subject said property to all covenants, conditions and restrictions set forth herein. Any such annexation shall be evidenced by a Declaration of Annexation signed by Declarant which describes the property to be annexed and subject to this Declaration and which is recorded in the Wilson County Registry. Upon the recording of such Declaration of Annexation, all property described therein shall be subject to all covenants, conditions, restrictions and obligations set forth herein and all Purchasers of any lots therein shall by virtue of their ownership of a lot become members of the Owners' Association created herein. The reservation by Declarant of the right to annex additional property to this Declaration shall not create any obligation on the part of Declarant to annex additional property or develop additional phases of this subdivision, nor shall it create any obligation on the part of Declarant, if Declarant does develop additional phases of this subdivision, to develop said phases in the same manner or style as Section Two hereof.

Section 4. During the period of Declarant control as set forth in Article VIII above, Declarant may unilaterally amend these Declarations as necessary to enable Declarant to exercise its development rights, to alleviate practical difficulties, to reflect and accommodate changes in economic circumstances or market conditions or to complete the development of this subdivision in the most efficient and expeditious manner. Other than amendments permitted during the period of exclusive Declarant control, these Declarations may be amended only by an instrument signed by members entitled to cast at least sixty seven percent (67%) of the votes of the Association. The covenants, conditions and restrictions of these Declarations shall run with the Property and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty five (25) years from the date these Declarations are recorded, after which time, these Declarations shall automatically be extended for successive periods of ten (10) years.

If any amendment to these Declarations is executed, each such amendment shall be delivered to the Board of Directors of the Association. Thereupon, the Board of Directors shall, within thirty (30) days, do the following:

(A) Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots. For these purposes, the board may rely on its roster of Members and shall not be required to cause the title to any Lot to be examined.

(B) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association. The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRANBERRY RIDGE SUBDIVISION, PHASE II, SECTION TWO

By authority of its Board of Directors, Cranberry Ridge Phase II, Sections 2 & 3, Homeowners Association, Inc., hereby certifies that the foregoing instrument has been duly executed by the owners of 67% of the lots of Cranberry Ridge Subdivision, Phase II - Section 2, and is therefore a valid amendment to existing covenants, conditions and restrictions for Cranberry Ridge Subdivision, Phase II, Sections 2 & 3 .

CRANBERRY RIDGE PHASE II, SECTIONS 2 & 3, HOMEOWNERS ASSOCIATION, INC.

BY: _____
President

- (C) Immediately and within the next thirty (30) day period, cause the amendment to be recorded in the Wilson County Registry.
- (D) Notwithstanding anything in these Declarations to the contrary, these Declarations cannot be amended to prevent the development of the Property by the Declarant as it deems fit so long as the Declarant adheres to the architectural control and use restrictions in Article VII hereof.

Section 5. Any vote pursuant to this Declaration shall be governed by and conducted in accordance with the By-Laws of the Association.

Section 6. In the event that the Declarant shall seek to obtain approval of these Declarations and the plan of development of the Property in order that the Lots and improvements constructed thereon will be eligible for loans approved or guaranteed by the Veterans Administration, hereinafter called VA, or the Department of Housing and Urban Development, hereinafter called HUD or Federal National Mortgage Association, hereinafter called FNMA or Federal Housing Administration hereinafter called FHA or any other governmental agency, it is likely that VA, HUD, FNMA or FHA or other such agency will all require changes in these Declarations in order to make the Lots and improvements thereon eligible for loans underwritten by said agencies. In such event, Declarant, without the consent or approval of any Owner shall have the right to amend these Declarations and evidence of approval of VA, HUD, FNMA and/or FHA shall be attached to such amendment and recorded.

Section 7. Each Member of the Association agrees to keep the Association informed of his address at all times and any notice sent or delivered to said address shall be sufficient for purposes of delivering valid notice. Each new Member agrees to provide the Association with evidence of his Ownership for preparation of a membership roster and the roster as so completed shall be sufficient evidence as to the ownership of each Lot.

Section 8. The singular, wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make provisions hereby apply to either corporations or individuals, man or wife, male or female, and shall in all cases be assumed as though in each case fully expressed.

IN TESTIMONY WHEREOF, Grantor has caused this instrument to be executed in its name by its Member/Manager for and on behalf of the limited liability company, this the day and year first above written.

VICUS DEVELOPMENT, LLC, a NC Limited Liability Co.

BY: *David A. Evans, Jr.*
David A. Evans, Jr., Manager

~~WILSON COUNTY~~
Pitt NORTH CAROLINA

I, Elizabeth W Naylor, a Notary Public in and for said County and State, do hereby certify that DAVID A. EVANS, JR., Member/Manager of VICUS DEVELOPMENT, LLC, a NC limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 4th day of September, 2019.

Elizabeth W Naylor
Notary Public

My Commission Expires:

Oct 24, 2021



EXHIBIT A

BEING all of Lots 32 through 60, inclusive, and Lots 94 through 108, inclusive, as shown on plat entitled "Final Plat, Phase II - Section Two, Cranberry Ridge, Property of Vicus Development, LLC and Rae H. Dew et al."