

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR MUSCADINE SECTION I

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the
“Declaration”) is made this 3 day of October, 2025, by **B & M DEVELOPERS, LLC**, a North
Carolina limited liability company, hereinafter called “Declarant”;

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration
and desires to create thereon a residential community with lots, roads and streets;

WHEREAS, Declarant, prior to selling and conveying the lots, desires to impose upon said lots
certain mutual restrictions, covenants, conditions and charges for the benefit of all lots in the subdivision to
provide for the preservation of the values in the said community; and to comply with certain rules and
regulations as may exist or be established by the North Carolina Division of Energy, Mineral and Land
Resources and to this end desires to subject the real property described in Article II to the covenants,
restrictions, conditions and easements hereinafter set forth, each and all of which is and are for the benefit of
said property and each owner thereof;

WHEREAS, Declarant desires to provide and allow for the annexation of additional “sections” to the
Property as said “sections” are developed and completed, and to provide for equality of rights, privileges and
obligations of all lot owners in all “sections” of the Property by adding and annexing such “sections” to the
Property by recordation of “Amendments or Supplemental Declarations” to this Declaration.

NOW, THEREFORE, the Declarant declares that the real property described in Article II, shall be
held, transferred, sold, conveyed, leased, rented, encumbered, used and occupied subject to the covenants,
conditions, restrictions, and easements (sometimes referred to as “Covenants and Restrictions”) hereinafter
set forth.

Submitted electronically by "Gaylor Edwards Vatcher LawFirm"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Onslow County Register of Deeds.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. Subdivision shall mean and refer to all lands described herein, as are subject to this Declaration or any Supplemental Declaration, under the provisions of Article II hereof.

Section 2. Lot shall mean and refer to any separately described parcel of land shown upon any recorded map of the Subdivision approved by Declarant, or recombination of Lots permitted under this Declaration or any Supplemental Declaration, other than Common Area, Open Space, streets or roadways.

Section 3. Owner shall mean and refer to the legal or equitable owner, whether one or more persons or entities, owning any Lot, whether such ownership be in fee simple title or as land contract vendee and shall not mean or refer to a mortgagee.

Section 4. Association shall mean and refer to Muscadine HOA, Inc.", its successors or assigns.

Section 5. Board shall mean and refer to the Board of Directors of the Association.

Section 6. Architectural Control Committee shall initially mean and refer to the Declarant, or such other entity or individual as Declarant may appoint; at such time as all Lots in the Subdivision have been fully developed and permanent improvements constructed thereon and sold to permanent residents, or such earlier time as Declarant may desire, the Declarant shall transfer the powers to three (3) Lot Owners which shall thereafter be the Architectural Control Committee.

Section 7. Permit shall mean the Stormwater Management Permit number 24.09.008 as issued and modified by the City of Jacksonville, North Carolina under Chapter 28 of the City of Jacksonville Municipal Code, and any subsequent modification thereto or other stormwater management permit hereafter issued for any property annexed to the Subdivision by the Declarant.

Section 8. Common Expenses shall mean and refer to :

a. the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Articles of Incorporation of the Association and its By-Laws;

b. all amounts expended by the Association in accordance with Article XI in holding and being responsible for compliance with the obligations of the North Carolina Sedimentation and Erosion Control Permit and Stormwater Management Permit number 24.09.008 and overseeing, supervising, administering, managing, repairing, replacing and ensuring all Stormwater Management Facilities located within the Property as required by this Declaration, the Operation & Maintenance Agreement recorded in Book 6312, Page 299, Onslow County Registry and all amounts expended in enforcing the provisions of the Permit;

c. all amounts expended by the Association for the maintenance, repair and replacement of any Common Area and Open Space, including any improvements situated therein, as shown on the recorded map of the Subdivision, and any sign or other improvements, including the landscaping thereof, within any Sign Easement area shown on the recorded map of the Subdivision.

Section 9. Structure shall mean and refer to:

(i) anything or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, driveway, sidewalk, greenhouse or bathhouse, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters or any other temporary or permanent improvement on such Lot;

- (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial river, creek, stream, canal, wash or drainage channel from, upon or across any Lot; and
- (iii) any change in grade at any point on a Lot of more than six (6) inches.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Being situated in the City of Jacksonville, Onslow County, North Carolina and more particularly shown as all that certain real property described on a plat entitled, MUSCADINE SECTION I, dated 09-03-25, prepared by Tidewater Associates, Inc. and recorded in Map Book 89, Pages 156-157 in the Office of the Register of Deeds of Onslow County, North Carolina.

ARTICLE III

AESTHETIC QUALITY OF IMPROVEMENTS

The real property described in Article II hereof is subject to the protective covenants and restrictions hereby declared to ensure the best use and most appropriate development and improvement of each lot thereof; to protect owners of lots against such improper use of surrounding lots, including the diversion of water from one lot to another lot other than through natural drainage channels, as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property; to encourage and secure the erection of attractive dwellings thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain adequate setbacks from streets and sufficient free spaces between structures, and in general to provide adequately for an above average type and quality of improvement of said property, thereby enhancing the values of investments made by owners of the lots therein.

ARTICLE IV

RESIDENTIAL SINGLE FAMILY USE RESTRICTION AND OUT BUILDINGS

All Lots as described on the Subdivision plat set forth in Article II hereof shall be limited to single family residential use only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, together with private garages or outbuildings incidental thereto. All private garages and outbuildings must be approved by the Architectural Control Committee and follow the architectural style of the dwelling. All private garages and outbuildings must have the same roofing shingles and the same siding color as the main dwelling. Accessory buildings and outbuildings shall be built only on permanent foundations. No temporary buildings of any kind are allowed. If outbuildings are built with a crawl space, that space shall be concealed with screening approved by the Architectural Control Committee attached to the building. Outbuildings shall comply with all governmental agency specifications.

ARTICLE V

MINIMUM HEATED SQUARE FEET OF LIVING AREA

The entire heated square feet of living area of each dwelling shall be not less than 1250 square feet.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE PURPOSE, POWERS AND GENERAL REQUIREMENTS

The purpose of the Architectural Control Committee is to assure that the installation, construction, or alternation of any Structure on any lot is under the standards set forth in this Declaration as interpreted and determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, including without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alternation of any structure on any lot.

Except for modification of improvements by the Declarant on any Lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the ARC have been approved in writing by the ARC. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said ARC deem sufficient. All outbuildings must match the construction materials and colors of the residence. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (excepting the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The ARC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. Any requests that will modify Built Upon Area (BUA), must be accompanied by an as-built of current BUA dated not more than one (1) year old, and a legible sketch of improvements with dimensions for scale. No BUA modification will be granted/approved during Declarant control period. Prior to beginning any approved construction or changes, the Lot Owner must provide the ARC photos of the road. Lot Owners will be responsible for repairs for any road damage created during construction.

Within forty-five (45) calendar days after receipt of all required information, the ARC shall submit in writing to the Owner of the Lot a response stating whether or not the requested improvements are approved. Unless a response is given by the ARC within forty-five (45) calendar days, the plan shall be deemed approved. The response of the ARC may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the forty-five (45) daytime period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the conditions shall be deemed accepted by the Owner of the Lot of the conditions imposed.

New Construction shall not commence on any lot until the Architectural Control Committee has reviewed and approved site/plot plan and landscaping plan. Plans must include, but are not limited to, proposed colors, proposed materials, and any trees which are to be removed. The ARC reserves the right to request additional information. The ARC shall have the sole discretion to determine whether the plans and specifications submitted for approval are acceptable in compliance with the total scheme of the Subdivision. All residential structures are required to be a minimum of 1250 heated square feet and must be site/stick-built construction. No manufactured or modular homes. Acceptable construction materials include brick, stone, fiber cement, vinyl siding, and stucco cladding for the dwelling exterior. Roof covering shall be architectural shingles, clay tile or metal roofing. All exterior treated wood must be painted or stained with the color approved by the Architectural Control Committee. Crawl space or slab foundation types built in accordance with the North Carolina Building Code are permitted, provided, however, all concrete or block foundations have stone or brick cladding or dyed parging colors that must be approved by the ARC. Prior to occupancy, the Owner must submit to the ARC an "as-built" survey that delineates all improvements and total impervious square footage used on the Lot. Said impervious area must not exceed the amount permitted under the Stormwater Permit.

ARC Fees - Lot Owner(s) will be charged a review fee for each Architectural Control Committee request in the amount of \$250 for the initial construction of a residence and \$100 for any subsequent modifications to the property. The fee must be paid in full at the time of the initial application submission. Declarant may waive the payment of ARC fees for any purchaser who acquires 3 or more lots at the same closing. Submissions for approval may be made to the ARC c/o the Association to any of the following:

1. The address to which an Owner is directed to send assessments or dues as appears on the most recent billing statement
2. The address of the Association Management Company
3. At such address as may be provided in writing (on the letterhead of the Association and signed by the managing agent or officer of the Association) to the applicant upon request for instructions regarding submission.

ARTICLE VII

MINIMUM SETBACK REQUIREMENTS

No building, structure, fence, hedge, outbuilding, or appurtenance of any nature shall be located closer to any property line or street right of way than the minimum building lines shown on the recorded map.

ARTICLE VIII

SUBDIVIDING LOTS

Except as hereinafter provided, no Lot as shown by the recorded map of the Subdivision shall be re-subdivided, unless part of the subdivided Lot becomes a part of an adjacent Lot, and the remainder of the subdivided Lot is combined with or utilized by the Owner of the other Lot to which it is adjacent. Provided, however, Declarant reserves the right to subdivide any Lot owned by Declarant.

ARTICLE IX

STORMWATER MANAGEMENT

A. The following covenants in this ARTICLE are intended to ensure ongoing compliance with the Stormwater Management Permit Number 24.09.008 as issued by the City of Jacksonville, North Carolina under Chapter 28 of the City of Jacksonville Municipal Code.

B. The City of Jacksonville, North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit and Operation & Maintenance Agreement recorded in Book 6312, Page 299, Onslow County Registry.

C. These covenants are to run with the land and be binding on all persons and parties claiming under them.

D. The covenants pertaining to stormwater listed in this Article may not be altered or rescinded without the express written consent of the City of Jacksonville, North Carolina.

E. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the City of Jacksonville, North Carolina.

F. The terms, covenants, conditions, obligations, easements and agreements set forth in Section 4, entitled, "Deed Restriction-Protective Covenant," of the Operation & Maintenance Agreement recorded in Book 6312, Page 299, Onslow County Registry, are hereby incorporated by reference as if fully set forth herein.

ARTICLE X

RESERVATION OF EASEMENTS AND RIGHTS BY DECLARANT

Declarant hereby reserves for itself, its successors and assigns, for any purposes it deems useful to its development of the Subdivision, the development of other property now owned, or which may be owned in the future by Declarant, or the development of other property to which Declarant may grant the benefit of such easements, those easements shown on any recorded map of the Subdivision or subsequently annexed property, and the following additional easements and rights:

a. A perpetual easement for ingress, egress, regress, access, the installation and maintenance of utilities, further subdivision, and the right to dedicate to public use, over, under and upon all streets and drainage and utility easements shown on any recorded map of the Subdivision or lying within the Subdivision and the water and sewer easements lying within the Subdivision;

b. The right to grant easements for ingress, egress, regress, access, the installation, use and maintenance of utilities and further subdivision, over, under and upon (i) all streets shown on any recorded map of the Subdivision and (ii) the drainage and utility easements and easements for the water and sewer systems located within the Subdivision, to any property outside the Subdivision to which Declarant deems the grant of such easements desirable, whether or not the property to which the easements are granted is owned by Declarant;

c. A perpetual easement over, under and upon all streets and drainage and utility easements shown on any recorded map of the Subdivision for the purpose of establishing, constructing and maintaining any underground utility, conduits and wires for telephone, electric power and other purposes and of laying, installing and maintaining facilities for sewage, potable and non-potable water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of Declarant to provide or maintain any such activity or services;

d. A perpetual access easement over, under and upon the Lots to trim, cut and remove any trees and brush necessary for the installation, operation and maintenance of utility lines, gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto;

e. A perpetual and exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

f. The Declarant reserves for itself, its successors or assigns, an easement and right at any time in the future to grant to public utility companies easements, deemed necessary or desirable by the Declarant, its successors or assigns, in its sole discretion, for utilities along the front, side, and rear lines of all lots in the Subdivision for the construction and perpetual maintenance of conduits, pipes, poles, wires, and fixtures for electric lights, telephones, drainage, gas, water, sewer and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such services, with right of ingress to and egress from and across said premises to employees of said utilities.

g. The Declarant reserves for itself, its successors or assigns, the right to subject the real property described herein to a contract with the associated utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to associated Electric company or such other utility company by the owner of each Lot.

h. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and side eight (8) feet of each lot. Within these easements, 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 obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. A perpetual easement for the installation and maintenance of a fence.

i. A perpetual easement for the installation and maintenance of a fence over and upon the Fence Easement area as shown on the recorded plat of the Subdivision.

ARTICLE XI

OWNER'S MAINTENANCE OBLIGATIONS AND RIGHT OF DECLARANT AND ASSOCIATION TO PERFORM CERTAIN MAINTENANCE.

Section 1. Owner's Maintenance Obligations. On each Lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes and stormwater control and sedimentation and erosion control devices, including but not limited to ditches, swales and buffers, shall be maintained continuously by the Lot owner. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or which create erosion problems. It is provided, however, that where the existing location of an easement, ditch or drainage channel reserved in this Declaration or shown on any recorded map of the Subdivision would hinder the orderly development of the Lot on which the easement is located, the easement, ditch or drainage channel may be relocated by Declarant. Improvements within such areas also shall be maintained by the Lot owner, except for those for which a public authority or utility is responsible.

Section 2. Declarant's/Association's Rights to Maintain. In the event the owner of any Lot shall fail to maintain the Lot and/or improvements situated thereon in a manner in keeping with this Declaration, in addition to any other rights set forth herein or provided by law, the Declarant and the Association shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Lot, the exterior of any building and any other improvements erected thereon. There is included in the authority herein granted the power to clear Lots of undergrowth, rubbish, debris, weeds or grass. In the event the owner of any Lot shall damage or through negligent failure to act allow damage to occur to any Stormwater Management Facilities located on said owner's Lot or fail to comply with all applicable North Carolina Sedimentation and Erosion Control Permits, in addition to any other rights set forth herein or provided by law, the Declarant, and the Association shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Stormwater Management Facilities and to bring the Lot into compliance with the applicable North Carolina Sedimentation and Erosion Control Permits. There is included in the authority herein granted the power to clear Lots of undergrowth, rubbish, debris, weeds or grass. The costs of the maintenance or repair authorized by this Article shall be considered the legal obligation of the Lot owner. The Declarant, or the Association, as applicable, may maintain an action in court having jurisdiction for such costs, together with all collection costs, including reasonable attorney's fees, and expenses incurred in pursuing such action. The costs shall not constitute a lien on said Lot unless and until the final judgment of such court shall be entered in the office of the Clerk of Court of Onslow County. Any such lien obtained shall be subordinate to any first deed of trust.

ARTICLE XII

MUSCADINE HOA, INC.

a. The Muscadine HOA, Inc. (the "Association") has been, or will be, formed at the direction of the Declarant pursuant to the rules and requirements of the Nonprofit Association Act (Chapter 55A) of the General Statutes of North Carolina as an association of the owners of the Lots. Its purposes are to oversee, inspect, maintain, repair and replace the Stormwater Management Facilities constructed pursuant to the Permit; to enforce the provisions of the Permit; to enforce each Lot owner's obligations with respect to the Stormwater Management Facilities pursuant to this Declaration; to enforce each Lot owner's obligations with respect to all applicable North Carolina Sedimentation and Erosion Control Permits; said authority to be exercised, if and only if, and when and only when, Declarant transfers the Permit to the Association. The Association shall have no authority with respect to the Lots located in the Subdivision until such time as Declarant transfers such rights to the Association.

b. The Declarant shall have the right, but not the obligation, to annex into the Subdivision additional property now, or in the future, owned by Declarant. From and after the date of such annexation, the annexed Lots shall be subject to the jurisdiction of the Association and the owners of the annexed Lots shall be members of the Association.

c. Each owner of each Lot within the Subdivision shall be a member of the Association. The Declarant, by this Declaration, and the owners of each individual Lot, by their acceptance of a deed thereto, covenant and agree with respect to the Association:

(i) that for so long as each is an owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association; and

(ii) that any unpaid assessment, whether general or special, levied by the Association in accordance with this Declaration, the Articles of Incorporation (herein called the "Articles") or the Bylaws of the Association (herein called the "Bylaws") shall be a lien upon the Lot upon which such assessment was levied and also shall be the personal obligation of the person who was the owner of the Lot at the time the assessment fell due.

d. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from the ownership of said Lot. The books and all supporting documentation, the Declaration, the Articles, the Bylaws, and all amendments thereto shall be available for examination by all Lot owners, and their lenders or their lenders' agents during normal business hours at the principal office of the Association.

e. The Association shall have two classes of voting membership:

Class A: Initially, the Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such Persons shall be members. Provided, however, 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. If multiple owners of a Lot cannot provide written verification of the authority of a designated individual to cast their vote, then no vote may be cast by that particular Lot Owner.

Class B: The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events:

- (i) at such time as all of the Lots have been sold and are occupied by permanent residents thereof; or
- (ii) ten (10) years from the date of recordation of this Declaration; or
- (iii) when, in its discretion, the Declarant so determines.

f. The Declarant shall, at its sole cost and expense, initially construct all Stormwater Management Facilities required to be located upon the Lots and Subdivision or upon any property annexed into the Subdivision by the Declarant to the standards required by the applicable Permit. Upon completion of the construction of said Stormwater Management Facilities located in Subdivision, the Declarant shall transfer the applicable Permit to the Association and the Association shall accept the transfer of the applicable Permit from the Declarant upon the earlier to occur of (i) the date the North Carolina Department of Environment and Natural Resources allows such transfer to occur; or, (ii) the date upon which at least fifty percent (50%) of the Lots in the entire Subdivision are conveyed to owners other than Declarant. Prior to any such transfer, the Stormwater Management Facilities for the Subdivision, including any property annexed by Declarant into the Subdivision, shall be certified, either by state inspection or by a licensed engineer, as being in compliance with the applicable Permit prior to such assignment or transfer. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine, suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as the holder of the Permit occurring after Declarant tenders transfer of the Permit to the Association following the approval of such transfer by the North Carolina Department of Environment and Natural Resources and the certification of compliance as set forth above. Further, Declarant may bring an action for specific performance of the obligations of the Association pursuant to this paragraph. From and after the transfer of the Permit from the Declarant following the approval of the North Carolina Department of Environment and Natural Resources, the oversight, supervision, management and administration of the Permit shall be the sole responsibility of the Association. The Association's duties with regard to the Permit shall be carried out in accordance with the terms and conditions of this Declaration, the Articles, the Bylaws and the Permit. The Association hereby is granted and conveyed an easement over, under and upon each Lot and future lots in the Subdivision for the purpose of access to and inspection, maintenance, repair and replacement of all Stormwater Management Facilities located upon each Lot and any future subdivided lot. In the event, the Declarant annexes additional property into the Subdivision and transfers the applicable Permit to the Association, the Association shall have, and hereby is granted and conveyed, an easement over, under and upon each annexed Lot for the purpose of access to and inspection, maintenance, repair and replacement of all Stormwater Management Facilities located upon each annexed lot.

g. The expenses of the Association shall include:

(i) All amounts expended by the Association in holding and being responsible for the obligations of the Permit and overseeing, supervising, administering, managing, repairing, replacing and insuring all Stormwater Management Facilities located within the Subdivision as required by this Declaration; all amounts expended by the Association in enforcing the provisions of this Declaration, as may be amended; all amounts expended by the Association in the performance of its duties hereunder from and after the time Declarant transfers the Permit; and all amounts expended by the Association in legal, engineering or architectural fees and all similar fees which the Association may incur from time to time in performing the functions delegated to the Association by this Declaration.

(ii) All amounts expended by the Association in carrying out any duty or obligation as may be required or allowed by this Declaration, the Articles or the Bylaws.

(iii) All amounts expended by the Association in operating, administering, managing, repairing, replacing, improving, paying all taxes imposed on and ensuring the improvements, situated in any Common Area, Open Space or Sign Easement area.

ARTICLE XIII

ASSESSMENTS:

a. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners in the Properties and for capital improvements and maintenance of the common areas and any improvements thereon. In addition to the common areas, such assessments may be used for the maintenance of any structure if provided for in a Supplemental Declaration.

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

- (1) Annual assessments or charges;
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- (3) To the appropriate governmental taxing authority, a pro-rata share of ad valorem taxes levied against the Common Area if the Association shall default in the payment therefor for a period of six (6) months, all as hereinafter provided.

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs, and reasonable attorneys' fees (as provided in North Carolina General Statutes Section 6- 21.2) incurred by the Association in collecting delinquent assessments shall also be the personal obligation of the person or entity who was the Owner at the time when the assessment became due. The obligation of an Owner for delinquent assessments shall not pass to his successors or assigns in title.

c. Minimum Annual Assessments: The owner of each Lot shall be obligated to pay the full amount of the assessment. The owner of a Lot shall be fully obligated to pay in full any assessments or taxes levied against the Lot.

The Initial Annual Assessment shall be \$275 per year, for each Lot, and will increase to an assessment in the amount of no more than twenty (20%) percent per year, for each Lot. With exception to the declarant, assessments shall commence immediately for each lot purchased beginning on the date of conveyance. The Association, in its sole discretion, shall waive any dues, fees or contributions to any lots purchased in bulk or by a builder. The Association reserves the right to make special exceptions to waive assessments during the construction of a residence upon any lot, for a period no longer than two (2) years. Notwithstanding the forgoing, the Declarant shall pay no assessments on any lot(s) owned by Declarant

but shall fund all operating budget deficits incurred so long as there is Class II membership, including reserves based upon expected lives of items for which funds reserved, but not including shortfalls caused by nonpayment of assessments by other members or extraordinary expenditures. Any and all funds provided by the Declarant for any of the aforementioned reasons shall be considered a loan to the Association, which to be repaid to the Declarant prior to the termination of Class II membership.

d. Collection of Assessments:

(1) At closing, the Association shall cause to be collected from the purchaser or end resident an amount equal to \$ 500 for use as a working capital fund. The Board of Directors shall fix the amount of the assessment against each lot at least thirty days in advance of the 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 of the Association and the Board of Directors shall have the authority to require the assessment to be paid in pro-rata monthly installments, quarterly and semi-annually as well as annually. 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. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than twenty (20%) percent above the maximum assessment for the previous year without a vote of the membership. The maximum may also be increased by a majority vote of the members obligated to pay such assessment or with the written approval of members entitled to cast a majority of the total number of authorized votes of members obligated to, pay such assessment (in both cases excluding the Declarant so long as there exists Class II membership). The Association, in its sole discretion, may waive any dues, fees, or contributions, for anyone purchasing multiple lots.

(2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by a vote of two-thirds (2/3) of members of each class who are voting in person or by proxy, at a meeting duly called for this purpose. Except, however, increases attributable solely to the annexation of new areas, including new Common Areas, shall not be subject to this limitation.

(3) If an additional property owner's association(s) is established on any property which is or may become subject to this declaration by a supplemental declaration hereto, then, notwithstanding anything contained therein to the contrary, all assessments made by and for any such association shall be paid to the Muscadine Homeowners Association, Inc., for bookkeeping and record-keeping purposes, and shall then be transferred as necessary to the appropriate association. Muscadine Homeowners Association, Inc. may charge a reasonable fee for its record-keeping services and deduct same from assessments collected.

e. Special Assessments for Insurance and Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any insurance premium. In addition, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of each class who are voting in person or by proxy at a meeting duly called for this purpose.

f. Remedies for Non-Payment of Assessments: Any assessments which are not paid when due shall be delinquent. The assessment shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, at the highest rate allowed by law, together with such late fees as may be set by the Board. The Association shall file a lien of record against any lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Said lien shall be filed in the office of the clerk of Superior Court of Carteret County in a manner provided therefor by Article 8 of Chapter 44 of the North Carolina General Statutes. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his dwelling unit or site.

The Association may bring an action at law against the Owner personally obligated to pay any assessments and interest. Costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount of such assessment. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event, the Association shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of North Carolina.

The Association's lien may be foreclosed in like manner as a mortgage on real estate under the power of sale under Chapter 45 of the North Carolina General Statutes. All fees, charges, late charges, fines, and interest are enforceable as assessments.

In any foreclosure action brought under the power of sale provisions, the Association shall be deemed to be the holder and owner of the obligation secured by this Declaration. The Registered Agent of the Association shall be the Trustee for all purposes of the foreclosure proceeding and the Association shall have the power to appoint a substitute trustee if for any reason the Association desires to replace the trustee, and the said substitute trustee shall succeed to all rights, powers and duties thereof. The Association shall request of the trustee to sell the land subject to the lien at public action for cash, after having first given such notice and advertising the time and place of such sale in such manner as may then be provided by law for mortgages and deeds of trust, and upon such and resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey to the purchaser in as full and ample manner as authorized by Chapter 45. The Trustee shall be authorized to retain an attorney to represent him in such proceedings. The proceeds of the Sale shall, after the Trustee retains his commission, together with any addition attorney's fees incurred by the Trustee, be applied to the costs of the sale, including but no limited to costs of collection, taxes, assessment, costs of recording, service fees, and incidental expenditures, the amount due on any note secured by the property, and any advancements made by the Association in the protection of the security.

g. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XIV

FENCES

The Architectural Control Committee, prior to construction, must approve all fences, including fences for backyards, swimming pools, dog pens, gardens or for any other purpose. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which acts as a fence or privacy or security-inducing structure. Architectural review requirements must be met before the construction of any fence. All fences must be white vinyl, wood, or decorative metal. No chain link fence shall be permitted. No fence shall be over six (6) feet in height. Fences shall be constructed between a line extending from the middle of the primary dwelling to each side lot line and the rear property line. All fences shall be constructed on the common property line with the adjacent Lot, unless the common property line is within a drainage easement or wetlands. Every Lot owner shall have the right to tie in with an existing fence wall running down the common property line of his/her Lot, such that the fence along the common property line becomes a shared fence wall. Owner is deemed to agree that minor deviations (less than one foot) in the actual layout of the fence along the common property line shall be waived upon completion of construction. The cost of reasonable repair and maintenance of the shared fence wall shall be shared by the owners who make use of the fence. Every owner shall have an easement and right of entry upon the Lot of any other Owner to the extent reasonably necessary to perform repair, maintenance or reconstruction of a shared fence wall and those improvements belonging to his lot which encroach on an adjoining Lot or common area.

ARTICLE XV

MISCELLANEOUS RESTRICTIONS

- A. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well maintained with no unattractive growth or accumulation of rubbish or debris. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, or Association, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant or Association may contract for, and assess to owner, any maintenance necessary to enforce his covenant. All construction on Lots must occur between dawn and dusk.
- B. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

- C. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned on any Lot and shall be kept except in sanitary containers approved by the Architectural Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the Architectural Committee and, in any event, shall be kept in a screened area not subject to view from any person, from any direction. The Declarant and Association reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, or the Association may make such a common expense or expense to a particular owner. It is strictly prohibited that the homeowner contract with a different company.
- D. Gas: All lots utilizing and/or requiring gas supply must use a tankless hot water heater. Declarant shall be entitled to any and all refunds for any deposit paid for each Lot upon connection and will collect at closing.
- E. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear or white lights or bulbs. No mercury vapor or similar wide area lighting similar to streetlights shall be allowed without prior Architectural Committee approval.
- F. Window(s): Any window treatments visible from the exterior of a home on any Lot must be white/neutral when viewed from the road. Window air conditioning units are prohibited.
- G. HVAC/Generators: All HVAC units must be in a screened area not subject to view from any person, from any direction. Any permanent generator system or battery wall must be screened and not visible from the street. Any installation will require approval from ARC, as described and required herein, prior to installation.
- H. Sight Distance at Intersections: No fence, wall, hedge or shrub planting that obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25' from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- I. Mailboxes: There will be a community mailbox. Multiple unit mailboxes will be constructed by the Declarant for the use of a number of owners within certain areas as determined by the Declarant and postal service. No single mailbox shall be installed on any lot or common area. By accepting a deed to any subject property, owner gives the Architectural Control Committee the right to remove any nonapproved mailbox in a reasonable manner; all costs for same shall be paid by owner, and all damages against the Architectural Control Committee are waived.

- J. Signs: No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size, unless otherwise approved by Declarant. Although approval by the Architectural Committee is not required prior to the display of such signs, the Architectural Committee may itself remove, have removed, or require the removal of any such sign which in its Lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area may be further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.
- K. Initial Construction: During the initial construction and any remodeling, etc., a dumpster/debris container must be placed on the Lot and not in the road. There is no restriction or limit on the length of time that a Lot Owner of a vacant Lot must build or begin construction. Once construction has begun, there will be a maximum of two (2) years build time. Fines will be assessed for violations.
- L. Satellite Dishes/Antennas: Any radio or television satellite receiving dish shall be located in the rear of or attached to the rear of dwelling on any lot and no closer than 30 feet to the property line. No dish shall exceed 24 inches in diameter. There shall be no exterior antennas of any kind for receiving and/or sending of T.V., radio or other signals unless same have first been approved by the Architectural Committee.
- M. Driveways/Parking: All driveways constructed on any lot shall be paved with concrete and shall have a concrete headwall. Driveway culverts or any culverts adjoining the public road that provide for drainage of runoff water shall be made of reinforced concrete pipe and must be installed at an appropriate grade to facilitate drainage of adjoining lots. The use of any ornamental structure, gravel rock, or other material at or around the driveway culvert is prohibited. The earthwork extending from the driveway to each end of the culvert shall be gently sloped and sodded. An Owner shall provide a minimum of two (2) paved off-street parking spaces, excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the Lot. On street parking is prohibited except for temporary, short gatherings.
- N. Vehicles, Boats, Storage, Travel Trailers, etc.: No vehicle without a current inspection sticker, vehicle over 7000 pounds empty weight, or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A motor home, pleasure boat or camper trailer on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street.
- O. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Committee, no tree four (4) inches in diameter at any location on said tree or ten (10) feet in height shall be cut, removed, or intentionally damaged on any Lot unless first approved by the ARC. To request modifications, lot owner(s) must provide ARC with site plans and mark trees with flagging. Approval will be made no later than two (2) weeks from when ARC receives the request.

- P. Swimming Pools: Outdoor inground swimming pools, hot tubs, Jacuzzis, and other similar facilities may be located on a lot only after the Architectural Committee approval and shall be screened and fenced. All such improvements shall be subject to the approval of and compliance with all governmental laws and regulations. No above-ground pools are permitted. Any pool must not be visible from any street or first-story neighboring residence. To secure safety for children, in-ground pools must be fenced and locked when not in use.
- Q. Clotheslines: Exterior clotheslines shall be prohibited.
- R. Landscaping: All Lots, including vacant and unoccupied, must be kept in a cut and clean manner. All Lots must have a minimum of ten (10) three-gallon shrubs in the front yard, and 1-3 inch caliper tree in front yard. Any Changes to shrubbery or landscaping must approved by ARC.
- S. Flags: Only permitted flags are to be displayed on any Lot. Permitted flags include the Official American Flag, the Official North Carolina State Flag, and Official US Military Association Flag. Flags will be no larger than 3' x 5' No offensive, controversial, or discriminatory flags will be permitted. Flag poles mounted on the house may not be longer than 6'. Free-standing flag poles can be up to 20' in height. The ARC must approve the location and type of any free-standing flagpole before installation. If a flagpole is not in use, it must be taken down.
- T. Temporary Structures and Recreational Equipment. No structure of a temporary character, trailer, tent, shack, garage, bar or other outbuilding shall be occupied or stored on any residential lot or abutting street. No trampoline(s) or other large recreational equipment or devices shall be permitted in the area between the front of the dwelling situated on any lot and the street right of way.
- U. Lot Topography and Flow of Water. No owner shall be allowed to modify the topography or drainage channels on any lot which alters the natural flow of water from such Lot so as to increase the amount of surface water on any adjoining Lot.
- W. Miscellaneous Restrictions Purpose. The purpose of the foregoing Miscellaneous Restrictions is to ensure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each owner the full benefits and enjoyments of his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages to other owners.

ARTICLE XVI

PROVISIONS RELATING TO WETLANDS

It shall be the responsibility of each Owner, prior to alteration of any Lot, to determine if any portion of the Lot shall have been determined to meet the requirements for designation as regulatory "wetlands". Any subsequent fill or alteration of the "wetlands" shall conform to the requirements of the wetlands rules adopted by the State of North Carolina and in force at the time of the proposed alteration. This restriction intends to prevent additional fill or alteration of designated "wetlands", so the property Owner should not assume that a future application for fill or alteration will be approved. The property Owner shall report the name of the subdivision in any application about "wetlands" rules. These covenants and restrictions are intended to ensure the continued compliance with "wetlands" rules adopted by the State of North Carolina; therefore compliance may be enforced by the State of North Carolina or an authorized agency or department thereof.

ARTICLE XVII

COMPLIANCE WITH TRAFFIC MAINTENANCE STANDARDS

Driveway headwalls, fences, basketball goals (permanent or portable), newspaper delivery boxes or other roadside obstructions, constructed or located within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the Declarant or Architectural Control Committee, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the Declarant or Architectural Control Committee. In the event any Owner fails to remove an obstruction within the thirty (30) day period following receipt of notice of the objection, the Declarant shall be entitled, but not obligated, to remove the obstruction and recover the expense and cost, including reasonable attorney's fees, incurred in the removal.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Amendments/Modifications. The covenants and restrictions of this Declaration, are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or its successors in title and by the owners of not less than sixty six and two thirds percent (66.67%) of the subdivided lots or parts of said subdivision to which these restrictions apply, as recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty six and two thirds percent (66.67%) or more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

Section 2. Term. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of sixty six and two thirds percent (66.67%) of the subdivided lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

Section 3. Notices. Any notice required to be sent to any owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner on the records of the Declarant at the time of such mailing.

Section 4. Remedies and Enforcement. In the case of failure of a Lot owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Association, the following relief shall be available:

a. The Declarant (whether or not the Declarant is the owner of any Lot), the Association, any Lot owner and any party to whose benefit this Declaration inures, including but not limited to the State of North Carolina or its assignees with respect to the Permit, may proceed at law and in equity to prevent the violation or attempted violation of any term, covenant or provision of this Declaration, the Articles and Bylaws either to restrain violation or to recover damages for such violation and the court in any such action may award the successful party said party's reasonable expenses and costs in prosecuting such action, including reasonable attorney's fees.

b. The Declarant (whether or not the Declarant is the owner of any Lot), or the Association may assess a fine for violation of any term, covenant or provision of this Declaration, Articles or Bylaws, which shall not exceed **\$250.00** per violation, and **\$50** per week until the violation is remedied. This shall be deemed a special assessment enforceable as provided in Article XII, paragraph n.

c. The remedies hereby specified are cumulative and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity or under any statute. No delay or failure on the part of the Association, the Declarant or an aggrieved party to invoke an available remedy concerning a violation of any of this Declaration, the Articles and Bylaws shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to that party upon the reoccurrence or continuation of said violation or the occurrence of a different violation.

Section 5. Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XIX

ANNEXATION OF ADDITIONAL PROPERTY INTO SUBDIVISION

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right, but shall in no way be obligated, to expand the real property which is subject to this Declaration without the consent or joinder of any Owner or Owners of any Lot or Lots or person or entities having a lien or security interest in such Lot or Lots, by annexing, from time to time other real property into the Subdivision.

An amendment to this Declaration shall be made and recorded in the Office of the Register of Deeds of Onslow County, North Carolina, to include each portion of the real property which is to be subject to this Declaration, and each such portion of the real property shall constitute an addition to the Subdivision. The right of the Declarant, or its successors and assigns, to expand the Subdivision as herein provided shall expire fifteen (15) years following the date of recordation of this Declaration.

ARTICLE XX

SUPPLEMENTAL DECLARATION(S)

The Declarant shall have the right, from time to time, to record Supplemental Declarations which may designate specific use and other restrictions within other real property annexed into the Subdivision, may create Common Areas within such other real property for the use of all owners in the Subdivision, as may be expanded, and may create a separate owners association exclusively for such other real property; and may exercise all rights reserved in Article XVIII, supra, provided however, no Supplemental Declaration shall avoid membership in the Association by Owners of Lots in said other real property.

IN TESTIMONY WHEREOF, Declarant, has executed this instrument the day and year first above written.

B & M Developers, LLC, a North Carolina limited liability company

By: 

Name: Jennifer Morton

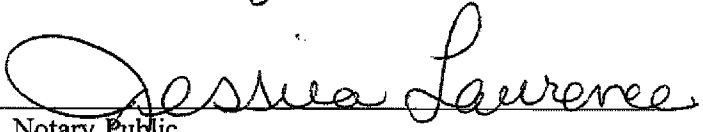
Title: 

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

The undersigned, a notary public of the county and state aforesaid, does hereby certify that Jennifer Morton, known to me or having provided satisfactory proof of his/her identity, personally came before me this day and acknowledged that he/she is a Member of B & M Developers, LLC, a North Carolina limited liability company, and that, by authority duly given and as the act of the limited liability company, he/she signed the foregoing instrument in its name on its behalf for the purposes set forth therein and in the capacity indicated.

Witness my hand and official seal this the 23 day of September, 2025.


Notary Public

My commission expires:

6-20-26

