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Watauga County, North Carolina
Amy J. Shook, REGISTER OF DEEDS

Prepared By & Return to: Poplar Forest, LLC
19421 Liverpool Parkway
Cornelius, NC 28031

**STATE OF NORTH CAROLINA
WATAUGA COUNTY**

**DECLARATION OF COVENANTS, RESERVATIONS AND RESTRICTIONS
Of**

POPLAR FOREST

This Declaration of Covenants, Reservations and Restrictions ("the Declaration") made this the 29TH day of November, 2022, by POPLAR FOREST, LLC, a North Carolina limited liability company, hereinafter called "Declarant";

WHEREAS, the Declarant is the owner of the real property described in Deed Book 2256 at Page 387 of the Watauga County Registry, and has determined to establish a regime of Declarations intended to provide for a general plan for improvement thereof.

NOW THEREFORE, Poplar Forest, LLC as Declarant, hereby provides on behalf of themselves and their successors and assigns, and for the benefit of the Declarant and each future owner of any lot within Poplar Forest, that the real estate described in Article I hereof, from the date this Declaration is recorded in the office of the Register of Deeds of Watauga County shall be held, conveyed, acquired and encumbered subject to the terms and provisions hereof, all of which shall run with the real estate and bind and inure to the benefit of all current owners and perspective purchasers and parties who have or may acquire any right, title, estate or interest in or to any of such real estate or who have or may acquire any right or occupancy of or interest upon any portion thereof, all subject to the right of the Association to amend this Declaration according to its terms. Every purchaser of any lot, as a condition of such purchase, agrees and covenants to abide by and conform to such restrictive and protective covenants and conditions and to be bound by the terms hereof.

ARTICLE I
Poplar Forest Subdivision

The real property which is and shall be held, transferred, sold and conveyed subject to this Declaration is located in Watauga County, North Carolina, and is all or a part of the property conveyed to Declarant herein by deed recorded in Deed Book 2256 at Page 387 of the Watauga County Registry and being more particularly shown and described as on a Plat of NC Precision Surveys, PLLC entitled "Final Subdivision Plat of Poplar Forest Lots 1 Through 36 & Lots 56 Through 72", and on any subsequent survey showing lots subdivided from the property described in Deed Book 2256 at Page 387.

Such property described above is sometimes referred to herein as the "Subdivision" or "Development." Each individual numbered lot as shown on the above described plat is referred to herein as a "Lot."

ARTICLE II
Definitions

1. "Association" or "Property Owners Association" means the Poplar Forest Property Association, Inc. a North Carolina Non-Profit Corporation organized by declarant in accordance with the Act. The membership of the Association shall consist exclusively of all the lot owners and the Declarant.
2. "Declarant" is Poplar Forest, LLC, a North Carolina Limited Liability Company, their successors and assigns. All special Declarant rights as herein defined and the obligations of Declarant as set out herein may be transferred only by written instrument recorded in Watauga County, North Carolina, executed by both transferor and transferee.
3. "North Carolina Planned Community Act" or the "Act" is Chapter 47F of the North Carolina General Statutes. Declarant hereby incorporates the provisions of the North Carolina Planned Community Act, and declares the same to applicable to this subdivision in all respects except as specifically modified herein.
4. "Common Area" means any real estate within Poplar Forest Subdivision, other than a lot, owned by the association, and specifically includes rights of way held for the general use of lot owners.
5. "Common Expense" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
6. "Common Expense Liability" means the liability for common expenses allocated to each lot as permitted by this declaration, by the Act, or otherwise by law.
7. "Lot Owner" means the Declarant or other person who owns a lot, but does not include a person having an interest in a lot solely as security for an obligation.
8. "Improvements" means any fence, driveway, decking, shed, gazebo, outbuilding, garage, sign, or structure or construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric and gas distribution facilities. Improvements specifically include any disturbance of the ground in preparation for or in the process of improving any lot.
9. "Special Declarant Rights" means rights reserved for the benefit of Declarant including, without limitation, the right (i) to complete improvements indicated on plats and plans filed with the declaration; (ii) to exercise any development right; (iii) to maintain sales offices, management offices, signs advertising the planned community, and models; (iv) to use easements through the common elements for the purpose of making improvements within the planned community or within real estate which may be added to the planned community; (v) to re plat any lots owned by developer to make fewer or additional lots in the subdivision; (vi) to amend the plat or these covenants during the period of Declarant control, including the right to grant easements for access to, over or across the common areas for persons outside the subdivision; or vii) to appoint or remove any officer or executive board member of the Association during the period of Declarant control. The period of Declarant control shall terminate when Declarant has conveyed all of the lots to individual lot owners other than an owner affiliated with Declarant to which Declarant Rights are explicitly conveyed in such conveyance.

**ARTICLE III
Owners Easement of Enjoyment**

Every owner of any lot shall have a right and easement of enjoyment in and to the common areas, and limited common areas benefiting their lot, or to any other present or future common area which shall be appurtenant to and shall pass with the title to every lot, subject to the rights of others, including other owners, the declarant and the Association:

1. No portion of any of the subdivision, including any lot or common area, shall be used as a road right of way or easement for the purpose of connecting or accessing any adjoining property which is not part of the subdivision, without the specific approval of Declarant or, the Association.
2. The Association shall have an easement for maintenance, installation and repair of utilities along a fifteen (15) feet of any side or rear line, forty (40') feet from any centerline of newly constructed roadways and fort-five (45') from the centerline of the existing state road.

**ARTICLE IV
Protective Covenants**

1. No Lot shall be used except for residential and recreational purposes. No swine or livestock shall be raised or bred on any lot. Each Lot owner shall maintain any improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot. No parking or storing of any junked, inoperable or unlicensed automobiles, watercraft, trucks or heavy equipment is permitted on any Lot or road in the Development.
2. No lots may be combined or subdivided without the permission of the Declarant. If permission is granted to subdivide, each newly created lot will be subject to pay property owners' dues for each new lot.
3. No residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one single-family dwelling. Each residence to be constructed on a Lot shall have a minimum finished heated and cooled area of 1,200 square feet with a minimum of 800 square feet on the first floor should a two story residence be built. Any residence must be approved by the Architectural Control Committee (hereinafter "ACC") and follow the guidelines set forth in this declaration. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.
4. A guest home may be constructed on any lot, either as a stand alone building, or as part of a garage, so long as such structure is built according to a plan approved by the ACC, is architecturally compatible with the primary dwelling and is built no more than one year before construction begins on such dwelling.
5. No more than one outbuilding may be constructed on any Lot. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top with some sort of door, which would thus close in all four sides of the building, and must be approved by the ACC.
6. Either before or after construction of a residence on any lot, and after approval of the plans, siting and specifications for such structure by the ACC, a garage or similar outbuilding may be constructed, which is or shall be complimentary to the primary residence and constructed of the same materials. Any such structure cannot exceed the primary residence either in height or square footage. A garage or outbuilding may only be constructed after approval from the ACC for a complete plan of development which includes the primary residence. Once construction has begun on the building, all exterior construction must be completed within one (1) year. No such outbuilding shall be occupied as either an occasional, a temporary or a permanent residence prior to completion of the primary residence, and the Association is authorized to obtain immediate

injunctive relief, including costs and attorney's fees against any lot owner or person violating this paragraph.

7. Any grading or other land use which creates erosion runoff into streams or other Lots is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity and may result in fines by the Association or by the ACC, or in a civil action to enjoin such activity.
8. No commercial cutting of timber shall be permitted on any Lot. However, the clearing of home sites, or clearing to establish views from the home site is permitted. The removal of any dead or leaning trees is not prohibited in any circumstance. Cutting of smaller trees/bush hogging is permitted.
9. Disposal of trash and garbage will be the responsibility of each property owner.
10. Snow removal within the subdivision shall be a cost paid for by POA dues.
11. Rentals will be permitted so long as the owner uses a professional management company to manage such rentals. The professional management company must be approved by Declarant, in its sole discretion, during the Declarant Control Period. Declarant may delegate this approval authority to the ARB or POA Board as Declarant deems advisable. No VRBO or Airbnb shall be permitted unless authorized in writing by Declarant.
12. There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, no previously constructed homes, buses or the like shall be installed on any lot or permitted to remain thereon as a residence, either temporarily or permanently.
13. Modular, or systems built homes may be permitted to be built within Polar Forest Subdivision so long as the same are designed, completed and constructed in accordance with a detailed plan approved by the ACC. No site work on any improvement shall be commenced prior to approval by the ACC of the plan for improvement.
14. No structure may be built within fifteen (15) feet of any side or rear line, forty (40') feet from any centerline of newly constructed roadways and fort-five (45') from the centerline of any existing state. An easement for installation and maintenance of utilities, and for construction and maintenance of drainage facilities is hereby reserved in favor of the Association, located fifteen feet in width along all side Lot lines and along all Lot lines fronting on any road in the Subdivision.
15. No surface or subsurface mining shall be conducted upon any Lot or within Poplar Forest nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining, drilling or blasting activity thereon.
16. Any solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot as an integral and harmonious part of the architectural design of a structure.
17. All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other Lots, streets and areas in the Development outside the Lot on which such items are located. Each Lot owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any Lot in the Development in such a manner as to be visible from any street or other Lot.

18. After any improvements are made to any lot, the owner shall keep and maintain such lot in a neat and well-maintained condition, free of unsightly undergrowth, brush piles, felled trees and the like, and shall keep yards and other open areas of the lot neatly trimmed and either mowed or landscaped.
19. All-terrain vehicles, motorcycles and golf carts will be permitted on the property; however, none of these recreational vehicles are permitted on any other lot owners' property without written permission. Lot owners will be responsible for all damage and/or injury to property or persons caused by the use of these recreational vehicles by said lot owner and/or their guests and invitees and shall hold harmless and indemnify Declarant and the POA any such damages and/or injuries. Recreational vehicles need to be stored in a garage.
20. This development is not to be used as a campground. Lot owners are not, however, prohibited from overnight stays, provided the camping equipment is not left on any Lot for more than seven (7) days out of any thirty (30) day period and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.
21. Hunting is not allowed at any time or on any part of the subdivision.
22. No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any Lot. It is permissible to operate a home-based business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any Lot. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Lot. Home-based businesses shall be allowed to store small inventories within the residence or enclosed outbuilding situated on the Lot. No advertisements or signage of any kind will be permitted on any Lot for home-based businesses.
23. The Declarant reserves the right to erect any signs in Poplar Forest Subdivision. No other signs, including for sales signs, are permitted without the express written permission from the Declarant. Builder signs are permitted but must first be by the ACC.

ARTICLE V
Architectural Control and Standards

There is hereby established an Architectural Control Committee (hereinafter "ACC"), which shall be appointed by the Declarant, until the end of the control period.

1. No Improvements of any kind shall be erected, placed, altered, maintained or permitted to remain on any Lot, nor shall any construction be commenced thereon until plans for such Improvements have been approved by action of the ACC in accordance with the provisions herein; provided however, that improvements and alterations completely within the interior of a building may be completed without approval.
2. If damage and/or wear and tear attributed to construction of any Improvement is determined by the ACC to exist, then said property owner will be liable for any costs to repair such roadway damage.
3. Any Lot owner who commences an Improvement without written permission and stamped plan approval from the ACC is subject to a fine of \$100.00 per day for every calendar day from date of starting construction (i.e. digging footings, clearing Lot to build) until receipt of approval letter from the ACC. The ACC reserves the right to bring legal action against Lot owners who start building without approved plans.
4. Any land disturbance must be stabilized within twenty-four (24) hours, failure of Lot owner or owner's agent to stabilize disturbed area shall result in a fine of \$100.00 per day levied by the ACC or the Association.

5. The ACC may approve or disapprove any building plan based upon entirely subjective aesthetic standards relating to construction, placement, landscaping or other consideration as they relate to the actual or planned general community wide character of such buildings.
6. The actions of the ACC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.
7. All communications and submittals shall be addressed to Poplar Forest, LLC, Attention Lisa Bender, 51 Eagles Nest Trail, Banner Elk, NC 28604 or to any such address as the ACC shall hereinafter designate in writing. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. The ACC shall have 30 days to approve complete plans that have been submitted by Lot owner(s) or builder. Whenever possible the ACC will meet the owner and contractor on site to review submitted materials.

The following are "Building Standards" as created by the Poplar Forest ACC:

Building Type:

- Stick built construction only (no mobile or modular) except as specifically modified herein.

Exterior:

- Block, brick, rock/stone foundation.
- Wood, log, rock/stone, stucco, brick, or fiber cement (i.e. Hardiplank), or any combination is permitted. Vinyl and aluminum siding is not permitted. Any siding made of materials other than wood or fiber cement must be approved by the ACC.
- Any new materials that are approved by the North Carolina Homebuilders Association may be considered and must be approved by the ACC.
- Exterior of homes must be of earth tone colors.
- Detached garages are permitted, but must be constructed of the same exterior material as the home.
- No chain-link, barbed wire or other similar wire fencing allowed.

Contractor Responsibilities:

- Contractor must have proof of insurance; to include but not limited to automobile, workman's compensation, and liability insurance of no less than one million dollars.
- Contractor may be required to provide references to ACC prior to plan approval.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.
- The ACC reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights of way or utility easements.
- Contractor must assume liability for all construction vehicles that enter Poplar Forest Subdivision en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck.
- Contractor is responsible for actions of any/all subcontractors.
- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.

Each lot owner shall be responsible for the following fees prior to the beginning of construction on each lot: \$1,000 non-refundable road impact fee; \$250 non-refundable ARB review fee and \$1,000 letter of credit; Transfer fee on all future resales in the amount of \$250 payable to Waterfront Group PLC, LLC; and Builder/Contractor fee in the amount of \$2,500 payable to Waterfront Group PLC, LLC.

Lot Owner Responsibilities:

- Present 2 copies of schematic drawings of home, preliminary site plan, Contractor proof of insurance and general list of exterior building materials, to ACC. Colors used on exterior of home must be included and color samples may be required.
- ACC shall inspect and approve staked driveway and house locations and verify contractor compliance before commencement of construction
- Lot owner is responsible for the acts and omissions of all agents, employees, contractors, and subcontractors.
- If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot (s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot (s) or hidden from sight from the roadways.

Architectural Control Checklist:

Below is a checklist of items needed for house plan approval from the Architectural Control Committee (ACC).

Preliminary Approval:

- 2 copies of preliminary site plan disclosing location of all improvements to be placed on lot (one copy will be returned to you and one copy will be kept and placed in your file)

Neither the ACC, the Developer, nor any member, employee or agent thereof, shall be liable to any owner of a Lot or to anyone submitting plans for approval or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the ACC for approval agrees not to bring any action or suit to recover any damages against the Declarant, the ACC, or any partner, member, employee or agent of the Declarant or the ACC.

The ACC may in its sole discretion make exceptions to the provisions herein when the general character of the requested exceptions, as fully developed and occupied in accordance with the owner's plans would not be in conflict with the intended character of the property subject to this Declaration, or when changes are reasonably necessary to conform to the topography of a particular lot.

**ARTICLE VI
Powers and Duties of the Owners Association**

Poplar Forest Property Owners Association, Inc. a North Carolina non-profit corporation, (the "Association"), shall have and exercise all of the rights, powers and authority, as set forth in the NC Planned Community Act.

Poplar Forest Property Owners Association shall have the following duties and obligations;

1. The Association shall cause the limited common elements, including the subdivision roadways, common driveways and the rights of ways appurtenant thereto, the entrance landscaping and gate and any other common areas to be maintained, repaired and replaced when necessary, to assess the lot owners equally as necessary, and to recover the costs of such maintenance, repair or replacement as herein provided.
2. The cost of bush hogging will be paid by the property owners association, for vacant lots only, up to four (4 times) per year for all lots that require it. Should a property owner decide at any time to fence any portion of their property, that fenced area will no longer be subject to the maintenance of the POA, the property owner will then be required to keep that fenced area in a neat and manicured appearance. Also, should an owner decide that his or her yard is in need or more attention than the basic bush hogging it shall not be on the POA to make any special arrangement's or adjustments for any owners.
3. The maintenance and upkeep of the 45' right of way at the end of Nettle Lane and servicing Lots 28, 29 & 30 shall be an expense of the Poplar Forest Property Owners Association.

4. The Association shall keep financial records sufficiently detailed to enable the association to comply with the Planned Community Act and the North Carolina Non-Profit Corporation Act, and shall make such records reasonably available for examination by any lot owner and the authorized agents of such lot owner.
5. The Association shall maintain casualty and liability insurance in such amounts and on such common elements as are insurable, in accordance with N.C.G.S. 47F-3-113.

**ARTICLE VII
Executive Board Powers and Duties**

There shall be an Executive Board of Poplar Forest Property Owners Association, which shall consist of such members and officers as determined by the By Laws, and shall have the following duties and obligations;

1. Consistent with the by-laws, this declaration, and existing law, the executive board may act unilaterally in all instances on behalf of the Association. In the performance of their duties, officers and members of the executive board shall discharge their duties in good faith. Officers shall act according to the standards for officers of a non-profit corporation set forth in N.C.G.S. 55A-8-42, and members of the board shall act according to the standards for directors of a non-profit corporation set forth in N.C.G.S. 55A-8-30.
2. The lot owners, by a majority vote of all persons present and entitled to vote at any meeting of the lot owners at which a quorum is present may remove any member of the executive board with or without cause, other than a member appointed by the Declarant.
3. Within 30 days after adoption of any proposed budget for the Association the executive board shall provide to all the lot owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The executive board shall set a date for a meeting of the lot owners to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the lot owners in the association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the executive board in the same manner.
4. Notwithstanding any provision to the contrary, no action of the association or the executive board, including the proposal or approval of any budget, shall be effective to raise annual assessments by more than five percent (5%) unless such budget or assessment increase shall be ratified by the affirmative vote of a majority of the lot owners present in person or by proxy at an annual or special meeting called for the purpose of considering such increase, and at which a quorum is present.

**ARTICLE VIII
Association Meetings, Membership and Voting Rights**

1. In addition to the annual meeting, a meeting of the Association may be called by the president, a majority of the executive board, or by lot owners having ten percent (10%) of the votes in the association. Not less than 10 nor more than 60 days in advance of any meeting the secretary shall cause notice to be hand delivered or sent prepaid by U.S. mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner, or sent by electronic means, including by electronic mail over the Internet to an electronic mailing address designated in writing by the lot owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.
2. A quorum is present throughout any meeting of the association if persons entitled to cast ten percent (10%) of all the authorized votes are present in person or by proxy at the beginning of the meeting.
3. In the event business cannot be conducted at any meeting of the association or the executive board because a quorum is not present, that meeting may be adjourned to a later date by the affirmative

- vote of a majority of those present in person or by proxy. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.
4. Meetings of the association and the executive board shall be conducted in accordance with the most recent edition of Robert's Rules of Order.
 5. Except for lots owned by Declarant during the period of Declarant control, each lot in Poplar Forest Subdivision is entitled to one vote in the Association. If only one of the multiple owners of a lot is present at a meeting of the association, the owner who is present is entitled to cast such vote. If more than one of the multiple owners is present, the vote may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Such majority interest is conclusively presumed if any one of the multiple owners casts the vote without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.
 6. Notwithstanding the provisions of the previous paragraph, for any issue coming before the Association or the Board having to do only with the use, maintenance or control of either roadway that is a limited common area or the amount of assessments that should or may be levied by the Association against the lot owners using or capable of using such roadway, only lot owners of lots using such roadway or capable of using such roadway are entitled to vote, and a majority of such owners is required to act.
 7. Votes may be cast by written proxy executed by any lot owner. If a lot is owned by more than one person, each owner may vote, or may register protest to the casting of votes by other owners, by proxy. A lot owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated. Every proxy expires 11 months after its date, unless a shorter term is specified in the proxy.
 8. No votes may be cast on behalf of lots owned by the Association.
 9. The Association or the Executive Board may by affirmative action, delegate to one or more committees the responsibility for any authorized actions, so as to facilitate efficient and effective management of the Association.

ARTICLE IX

Assessments for Common Expenses

1. Except as provided herein, or in N.C.G.S. 47F-3-115, common expenses shall be assessed against all lots equally, except that no assessment shall be made on any lot owned or beneficially controlled by the Declarant. Until the Association shall make a different common expense assessment, assessment for common expenses applicable to all lots shall be \$1,500.00 per year.
2. Declarant shall be exempt from paying any and all property owner association dues.
3. Payments of annual or special assessments shall be due 30 days after the beginning of the fiscal year, or otherwise as determined by the Association. Any assessment levied against a lot which remains unpaid for a period of 30 days or longer shall bear interest at the rate of eighteen per cent (18%) per year from the due date thereof, and shall constitute a lien on that lot when a claim of lien is filed in the office of the Clerk of Superior Court of Watauga County, North Carolina.
4. Service charges, late charges and other all other charges posed on a lot or lot owner by the association as fines, fees, special assessments, penalties or the like under the provisions of Article constitute a similar lien, bear the same interest, and are enforceable under this Article as annual assessments, except as limited by the provisions of N.C.G.S. 47F-3-116.
5. Under the provisions of N.C.G.S. 47F-3-116, the Association may collect and enforce any and all such assessments by civil action, by foreclosure under Article 2A of Chapter 45 of the General Statutes, by judicial foreclosure as provided in Article 29A of Chapter 1 of the General Statutes, or otherwise as provided by law. In any such action the Association may include and shall recover costs or expenses of collection or foreclosure, including reasonable attorney's fees. The collection of attorney's fees in any such action is limited by the requirement in such General Statute that notice of intent to seek attorney's fees must be provided to the lot owner, and that attorney's fees may not be charged unless the debt is contested.

- 6. The lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the docketing of the claim of lien in the Office of the Clerk of Superior Court of Watauga County.
- 7. The lien created by this Article is prior to all liens and encumbrances on a lot except (i) liens and encumbrances (specifically including but not limited to a deed of trust on the lot) recorded before the docketing of the claim of lien in the Office of the Clerk of Superior Court, and (ii) liens for real estate taxes and other governmental assessments and charges against the lot.

**ARTICLE X
Declarant Control**

- 1. Declarant Control Period shall not expire until at least one residence has been constructed upon and no less than ninety-five percent (95%) of the lots within the Poplar Forest subdivision that are not otherwise designated as common area or until Declarant relinquishes said rights in writing, recorded with the Watauga County North Carolina Register of Deeds. The Declarant may relinquish its rights in part, upon Declarant's discretion, without waiving any further rights which it may choose to retain. During the Declarant Control Period, Declarant shall manage all affairs of the Poplar Forest subdivision and shall wield all decision-making authority until Declarant delegates some or all of the responsibility of the affairs of the Poplar Forest subdivision to the POA. Declarant shall have sole discretion in the time and manner of such delegation. Until such date Declarant shall have the power and authority to levy and collect annual assessments and special assessments from existing property owners as provided in the Declaration and any amendments thereto.
- 2. During the Declarant Control Period, Declarant shall have the authority to unilaterally amend or change these Declarations in its sole discretion. During the Declarant Control Period, the POA shall not adopt any bylaws, rules, regulations, or the like which change the rights and obligations set forth by these Declarations or which are in contradiction to these Declarations. In the event of any conflict between any bylaws, rules, regulations or the like and these Declarations, these Declarations shall control.
- 3. Declarant's rights during the Declarant Control period, include, but are not limited to, the following rights: (i) to complete improvements indicated on plats and plans filed with the declaration; (ii) to maintain sales offices, management offices, signs advertising the planned community, and models; (iii) to use easements through the common elements for the purpose of making improvements within the planned community or within real estate which may be added to the planned community; (iv) to make the planned community part of a larger planned community or group of planned communities; (v) to appoint or remove any officer or executive board member of the association; (vi) to add real estate to the planned community; (vii) to create lots, common elements, or limited common elements; (viii) to subdivide or combine lots or convert lots into common elements; (ix) to withdraw real estate from the planned community; and (x) to grant variances and/or waiver from the Declaration requirements to promote the overall development, maintenance, and improvement of Poplar Forest.
- 4. So long as the Declarant Control Period is in effect, Declarant shall not have to pay any assessments on lots owned by Declarant, though the Declarant may still vote those lots.

**ARTICLE XI
Amendment**

- 1. Except in case of amendment executed by Declarant under the terms of this declaration or by special Declarant right, this declaration may be amended only by affirmative vote of or written agreement signed by at least sixty-seven percent (67%) of the Members of the Property Owners Association, who appear in person or by proxy at a meeting called wherein the notice of such meeting fairly states the proposal to amend the covenants and the substance of such proposed amendment.
- 2. Every amendment to this declaration shall be prepared, executed, recorded and certified in accordance with N.C.G.S. 47-41, shall be recorded in the Office of the Register of Deeds of Watauga County, North Carolina, and shall be effective only upon such recordation.

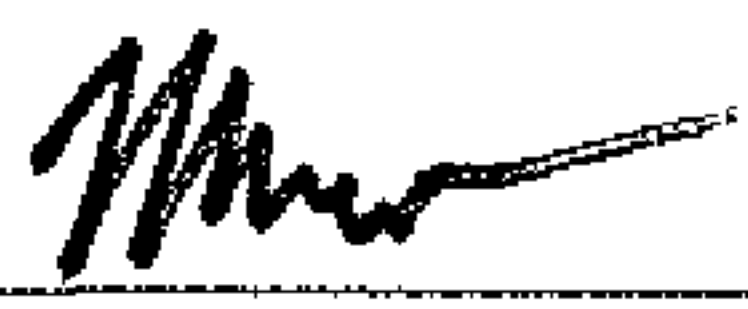
- 3. No action to challenge the validity of an amendment adopted pursuant to this article may be brought more than one year after the amendment is recorded.

**ARTICLE XII
Miscellaneous Provisions**

- 1. This Declaration, as may be amended from time to time, shall run with the land and shall be binding on all parties, their successors and assigns, and upon all persons claiming by or under them until January 1, 2045, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by majority vote of the current owners of the Lots described herein, it is agreed to terminate said covenants in whole or in part.
- 2. Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. The failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, POPLAR FOREST, LLC has caused this instrument to be executed in its name by its Manager, this the day and year first above written.

POPLAR FOREST, LLC

By: 

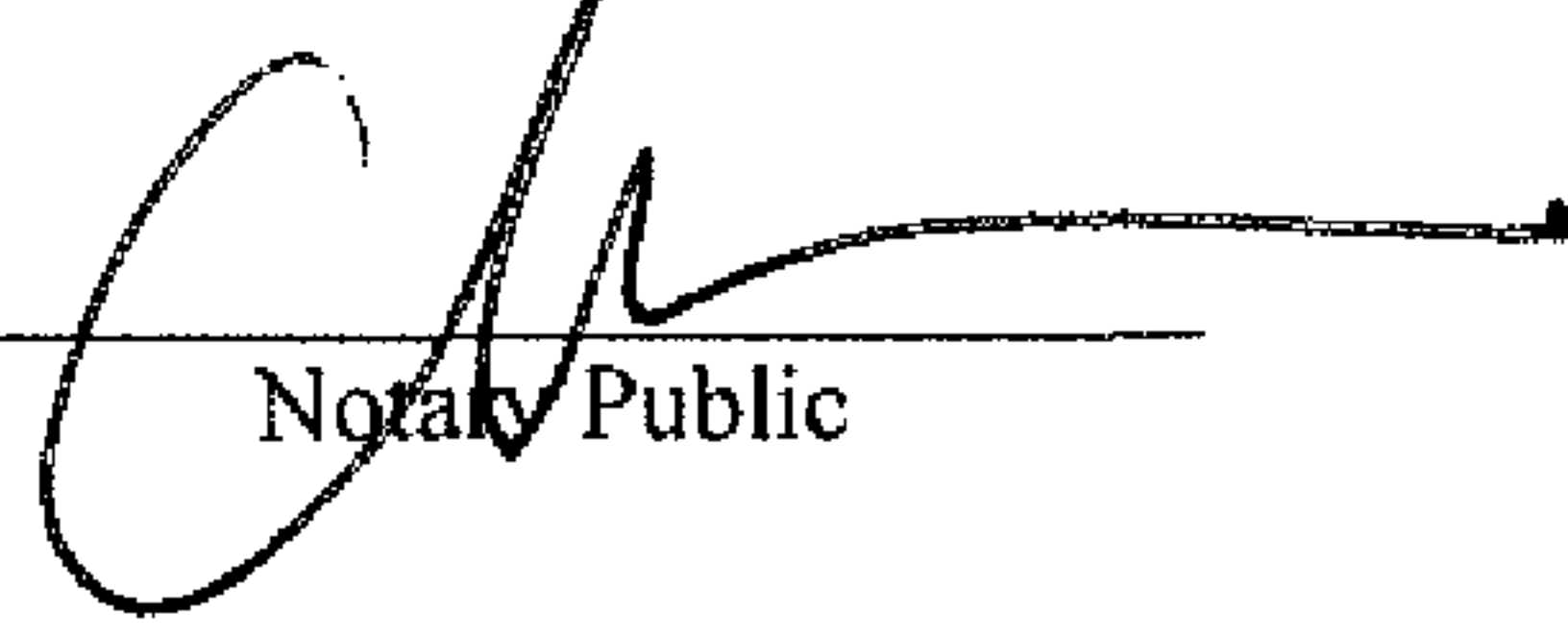
 Mark R. Adkins, Manager

STATE OF NORTH CAROLINA
 COUNTY OF LINCOLN

I, Constance M. Nantz, a Notary Public of the State and County aforesaid, certify that **Mark R. Adkins** personally appeared before me this day and acknowledged that he is a Manager of POPLAR FOREST, LLC, a North Carolina limited liability company and by authority duly given and as the act of the LLC, he executed the foregoing instrument.

WITNESS my hand and official seal, this the 29th day of November 2022.

My commission Expires: 2/2/24



 Notary Public

