

Type: CONSOLIDATED REAL PROPERTY
Recorded: 5/25/2022 4:05:07 PM
Fee Amt: \$50.00 Page 1 of 21
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 4288 PG 554 - 574

NORTH CAROLINA
PITT COUNTY

Prepared By:
Amy Alston Wells
Gaylord, McNally, Strickland, Snyder &
Wells, PLLC
498 Red Banks Road
Greenville, NC 27858

DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS
RUNNING WITH THE LAND

THIS DECLARATION, made on the date hereinafter set forth by, ELEVEN AT MAIN, LLC, a North Carolina limited liability company and ELEVEN AT MAIN INVESTMENTS, LLC, a North Carolina limited liability company, hereinafter collectively referred to as "Declarant," who do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring as owners any tract or parcel of land in the area designated.

W I T N E S S E T H:

WHEREAS, Eleven At Main, LLC is the owner of certain property in Winterville Township, Pitt County, North Carolina; and,

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the common area located within the Eleven At Main Subdivision (the "Subdivision") and to provide for enforcement of covenants and restrictions applicable to the Subdivision, and desires to subject all of the property within the Subdivision to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Common Area (as herein after defined), to administer and enforce covenants and restrictions applicable to the Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Declarant has therefore incorporated under North Carolina law as a non-profit corporation, Eleven At Main Homeowners Association, Inc. for the purpose of exercising the aforesaid functions; and,

Submitted electronically by "Manning Fulton & Skinner, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pitt County Register of Deeds.

WHEREAS, Caviness and Cates Building and Development Company has entered in an Agreement with Eleven At Main, LLC whereby Caviness and Cates Building and Development Company will be the builder of all townhome units located on the Property.

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

ARTICLE I
DEFINITIONS

Any defined term used in this Declaration shall have the meaning set forth below or, if not specifically defined in this Article I, the meaning of such term as set forth in the Act or in any other provision of this Declaration.

Section 1: "Act" shall mean Chapter 47F of the North Carolina General States, known as the North Carolina Planned Community Act.

Section 2: "Association" shall mean Eleven At Main Homeowners Association, Inc. and its successors and assigns.

Section 3: "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4: "Property" shall mean that certain real property herein described in Article II, Section 1, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5: "Common Area" shall mean all real property (including any improvements thereto) and personal property owned or maintained by the Association for the common use and enjoyment of Owners. Common Area shall also include, for purposes of maintenance, operation, repair and improvements, all utilities, drainage easements and storm water detention facilities located on or connected with the Property and any additions thereto as provided in this Declaration.

Section 6: "Lot" shall mean any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Area and any public street rights-of-way shown on said plat. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of a new subdivision plat, any newly-platted Lot shall thereafter constitute a Lot hereunder.

Section 7: "Member" shall mean every person or entity who holds membership in the Association as the Owner of a Lot.

Section 8: “Unit” shall mean any building or portion thereof within the Property which is designated and intended for use and occupancy as a residence by a single family, whether by the Owner of such Unit or by tenants or lessees of such Owner.

Section 9: “Declarant” shall mean and refer collectively to Eleven at Main, LLC and Eleven at Main Investments, LLC and their successor and/or assigns.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

Section 1: Existing Property. The real property which is and shall be held, transferred, sole, conveyed, used and occupied subject to this Declaration as of the date of recording hereof, which is within the jurisdiction of the Association, is described as follows:

Lying and being in Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

BEGINNING AT A NEW IRON STAKE SET AT THE DEAD END OF THE SOUTHERN RIGHT OF WAY OF BLOUNT STREET AT ITS WESTERN END, THENCE RUNNING S 83-50-43 E 423.38 FEET TO AN EXISTING 1 INCH IRON PIPE FOUND IN THE SOUTHERN RIGHT OF WAY OF BLOUNT STREET, THENCE S 13-25-16 W 7.48 FEET TO A 1 INCH EXISTING IRON PIPE, THENCE S 15-07-24 W 574.34 FEET ALONG A DITCH TO A 3/4 INCH EXISTING IRON PIPE AT THE TOP OF BANK OF A DITCH, THENCE S 87-22-29 W 297.22 FEET ALONG A DITCH TO A 1 1/2 INCH EXISTING IRON PIPE, THENCE S 89-09-33 W 220.33 FEET TO A POINT, THENCE N 00-50-27 W 102.83 FEET TO A POINT SOUTH OF VIRGINIA MAE LANE, THENCE S 89-09-33 W 329.22 FEET TO POINT OF CURVATURE SOUTH OF VIRGINIA MAE LANE, THENCE A CHORD OF S 46-46-33 W 26.96 FEET WITH A RADIUS OF 20.00 FEET TO A POINT, THENCE S 04-40-58 W 24.49 FEET TO A POINT, THENCE S 88-49-52 W 48.12 FEET TO A POINT ON THE WESTERN SIDE OF VIRGINIA MAE LANE, THENCE N 04-23-35 E 28.67 FEET TO A POINT WEST OF VIRGINIA MAE LANE, THENCE A CHORD OF N 46-30-14 E 92.16 FEET WITH A RADIUS OF 68.00 FEET, THENCE N 89-09-33 E 187.39 FEET TO A POINT, THENCE N 03-31-05 E 499.72 FEET TO A POINT, THENCE N 86-28-55 W 39.67 FEET TO A POINT, THENCE N 03-31-05 E 45.13 FEET TO A POINT, THENCE S 86-28-18 E 374.92 FEET TO A NEW IRON STAKE SET, THENCE S 80-10-11 E 29.31 FEET TO A 1 1/4 INCH AXLE FOUND NEAR THE NORTHERN RIGHT OF WAY OF THE WESTERN DEAD END OF BLOUNT STREET, THENCE S 06-40-38 W 43.42 FEET TO A NEW IRON STAKE SET AT THE WESTERN DEAD END OF SOUTHERN RIGHT OF WAY OF BLOUNT STREET, THE POINT OF BEGINNING, BEING 10.65 ACRES AND ALL OF PHASE 1 OF ELEVEN AT MAIN LLC PHASE 1. REFERENCE IS FURTHER MADE TO THAT CERTAIN FINAL PLAT RECORDED IN MAP BOOK 88, PAGE 94, PITT COUNTY REGISTRY.

Section 2: Annexation of Additional Property. At any time prior to June 1, 2052, additional land may be annexed by Eleven At Main, LLC without the consent of the Members and therefore shall become subject to this Declaration by the recording by Eleven At Main, LLC of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Furthermore, at any time either Declarant owns any Lot within the Property, additional land may be annexed by Eleven At Main, LLC without the consent of the Members and therefore become subject to this Declaration by the recording by Eleven At Main, LLC of a plat showing such property to be annexed of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property annexed must be contiguous to property already subject to this Declaration. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Property and, therefore, may alter the relative maximum voting strength of the various types of Members.

A supplementary declaration may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots so annexed, as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. Except as provided in Section 3 of Article IX hereof, in no event, however, shall any supplementary declaration revoke, modify or add to the covenants and restrictions established by this Declaration so as to materially and adversely affect any portion of the Property already subject to this Declaration, except for the dilution of voting strength that occurs as a result of the inclusion of additional Members of the Association. A supplementary declaration annexing additional property need only be executed by the Declarant, and if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members. Nothing contained in this Article shall be construed to obligate or require Declarant to make any additions to the Property.

Section 3: Merger. Additional property may also be made subject to this Declaration by merger or consolidation of the Association with another non-profit corporation formed for the same or similar purposes. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Property and the covenants and restrictions established upon property owned by the other association as one scheme. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 4: Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex Additional Property pursuant to this Article for the purpose of removing any portion of the Property then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of changes whatsoever in the plans for the Subdivision, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Subdivision.

Section 5: Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or commercial Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

ARTICLE III PROPERTY RIGHTS

Section 1: Owner's Easement of Enjoyment. Except as otherwise provided herein any by the rules and regulations adopted by the Board of Directors of the Association, each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner, subject to a hearing or opportunity to present evidence in accordance with NCGS Section 47F-3-107.1 for any period during which any assessment against his or her Lot remains unpaid, or for a period exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public or quasi-public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. After Class B Lots cease to exist, no such dedication or transfer shall be effective unless the Members entitled to at least 80% of the vote of the entire membership of the Association agree to such dedication, sale, or transfer and signify their agreement by a signed document recorded in the applicable public registry for Pitt County, North Carolina. Nothing herein shall be deemed to prohibit the Board of Directors of the Association, without the consent of the Members, from granting easements over and across the Common Area to any public or quasi-public agency, authority or utility for the installation and maintenance of sewage, utility (including cable television or internet) or drainage facilities when, in the opinion of the Board of Directors of the Association, such easements are necessary for the convenient use and enjoyment of properties within the Subdivision. Notwithstanding anything herein to the contrary, the Common Area shall be preserved for the perpetual benefit of the owners of Lots within the Subdivision and shall not be conveyed except to a governmental entity or another non-profit corporation organized for similar purposes.

(c) the right of the Association to borrow money, and, after Class B Lots cease to exist, with the assent of Members' entitled to at least 80% of the votes of the entire membership of the Association, mortgage, pledge, deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender shall be subordinate to the property rights of the Members and the Association.

(d) the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility, provided, however, that after Class B Lots cease to exist, any such dedication shall require the consent of the Members as set forth in Section (b) above, and further provided that, if the Board of Directors of the Association determines, in its sole discretion, that such exchange is necessary to cure an encroachment or setback violation on any Lot, the Board may effect such exchange without the consent of or approval by the Members.

(e) the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area.

(f) the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area.

Section 2: Conveyance of Common Area. No later than the time during which there are no Class B Lots, the Declarant shall convey and transfer to the Association, and the Association shall accept, fee simple title to the Common Area, subject to any easements, reservations, and restrictions of record. Notwithstanding the foregoing, if the Declarant owns one or more Lots at the time of said conveyance, the Declarant reserves an easement over and across any Common Area for the purpose of construction and maintaining any improvements on the Common Area as the Declarant deems necessary or advisable.

Section 3. Regulation and Maintenance of Common Area. It is the intent of the Developer that the Common Area be preserved to the perpetual benefit of the Owners within the Subdivision. The board of directors of the Association may adopt and promulgate rules and regulations governing the use of the Common Area by the Owners and their family, guests, and invitees. No Owner or family, guest or invitee thereof shall use the Common Area in violation of any such rules or regulations or in any manner that in any way interferes with the rights of the other Owners. The Association shall be responsible for the management and control of the Common Area and shall keep the Common Area in good condition, order and repair, at its expense. The Association and its employees, agents, contractors and subcontractors shall have a nonexclusive right and easement at all times to enter upon any portion of a Lot to the extent necessary to gain access and maintain improvements and facilities within a Common Area and no such entry shall be deemed a trespass.

Section 4. Insurance. The Association shall obtain and at all times maintain adequate liability insurance covering the Association itself and the Common Area and other property owned by the Association, including but not limited to officers' and directors' liability insurance.

Section 5. Declarant's Reserved Rights. Until such time as no Declarant owns any Lots in the Subdivision, the Declarant shall have the right to alter the boundaries of the Common Area, whether or not it has been previously deeded to the Association, subject to NCGS §47F-3-112; provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Area. The Association and each Owner hereby irrevocably appoints both parties comprising the Declarant as his, her or its attorney-in-fact to execute and/or deliver any documents, plats, deeds or other written matters necessary or convenient to accomplish the addition of the Common Area or Property or both, to create easements as deemed necessary by Declarant, and to adjure the boundary or boundaries of the Common Area.

During all such times as there are multiple parties comprising the Declarant, all rights of the Declarant hereunder shall be exercised only jointly by the Declarant, or as otherwise determined by the parties comprising the Declarant, with the exception of voting rights a Declarant may have by virtue of lot ownership, which may be exercised by each party comprising the Declarant individually.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: Classes of Membership. The Association shall have two classes of voting membership. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot.

(a) Class A Lots. Class A Lots shall consist of all Lots except Class B Lots. Ownership of a Class A Lot shall entitle the Owner of such Lot to one (1) vote. When more than one person holds an interest in any Lot (other than a leasehold or security interest), all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional voting shall not be allowed.

(b) Class B Lots. Class B Lots shall be all Lots owned by either Declarant which have not been converted to Class A Lots as set forth below. Each Declarant shall be entitled to twenty (20) votes for each Class B Lot it owns. Class B membership shall cease and Class B Lots shall be converted to Class A Lots upon the earlier to occur of the following: (i) no Declarant owns any Lots within the Property; or (ii) upon written waiver of the Class B membership by the Declarant, which waiver shall apply only to such Lots as may be owned by said Declarant. When the Class B Lots cease to exist and are converted to Class A Lots, Declarant shall have the same voting rights as other Owners of Class A Lots.

(c) Declarant's Voting Rights. Until the Class B Lots cease to exist, as provided above, Declarant shall be vested with the sole voting rights of the Association on all matters (including but not limited to election and removal of directors and officers of the Association), except such matters to which the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association specifically require a vote of the Class A Members.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 9 of this Article V and all costs of collection, including reasonable attorneys' fees, shall be a charge against and a continuing lien upon the Lot against which such assessment is made subject to NCGS § 47F-3-116, as amended. Each such assessment or charge, together with interest and costs of collection, including reasonable attorney's fees, subject to notice provided in NCGS § 47F-3-116(e), shall also be the personal or corporate obligation of the person, firm or corporation owning such Lot at the time when such assessment fell

due, but such personal obligation shall not be imposed on such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to the Bylaws of the Association or in this Declaration and, subject to NCGS §47F-3-107.1, shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Subdivision and, in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, maintenance, reconstruction and repair of water and sewer lines and detention ponds located within the Common Area, restoration of party walls in the event of destruction or damage, landscaping maintenance, the cost of repairs, electricity, utilities, replacements and additions, the cost of labor, and equipment, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, garbage and trash collection services, street lighting, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3: Basis and Maximum of Annual Assessments. (a) No assessments shall be made on any Lot until the first day of the first year following the date the platted Lot shall have been conveyed by deed to an Owner other than Declarant. Until January 1 of the second year following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Two Hundred Dollars (\$1,200.00) per Lot.

For so long as Class B Lots exist, the Board of Directors, in its sole discretion, shall have the authority to adopt an annual budget without a vote of the membership. Once Class B Lots cease to exist, the annual assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Members, but subject to the limitation that the percentage of any such increase shall not exceed 15% of the annual assessment for the previous year unless such increase is approved as set forth in Section 3(b) of this Article V.

(b) Annual Assessments and Ratifications by Budgets. After Class B Lots cease to exist, the Board of Directors shall adopt a proposed budget (including the proposed annual assessment for each Class of Lots) at least annually. Within 30 days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than 10 days nor more than 60 days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of Members. Except as required by Section 7 below, there shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless, at that meeting, Members having a majority of the votes of the entire membership cast votes to reject the budget. Notwithstanding the foregoing, if the budget provides for annual

assessments not larger than 10% of the assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having at least 80% of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board. Any annual assessment ratified by the Members shall continue thereafter from year to year as the annual assessment until changed by the Board of Directors and ratified by the Members as set forth herein.

Section 4: Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the current or future cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, including but not limited to water and sewer lines and the detention ponds, for the repayment of any indebtedness and interest thereon, or for any other purpose provided that any such assessment shall have the same consent of the Members as provided in Section 3(b) of this Article.

Section 5: Assessment Rate and Collection Period. Except as provided in Section 6 of this Article V, the annual and special assessments shall be fixed at a uniform rate for all Lots within each subclass of Lots and may be collected on a yearly, semi-annually, quarterly or monthly basis, as determined by the Board of Directors.

Section 6: Declarant's Assessments. Notwithstanding any other provision of this Declaration or the Bylaws of the Association, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Lot or other property that it owns within the Property. Notwithstanding the foregoing any Lot owned by Declarant which contains a dwelling occupied as a residence shall be assessed at the rate applicable to Class A Lots.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 3(a) and 4. After Class B Lots cease to exist, written notice of any meeting called for the purpose of taking any action authorized under Section 3(a) or 4 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days prior to the meeting. At such meeting, the presence of Members, in person or by proxy, entitled to cast sixty (60%) percent of the votes of the entire membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and if called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8: Date of Commencement of Annual Assessment; Amount of Initial and Subsequent Annual Assessments; Certificate of Payment. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to each Lot in any phase on the first day of the month following the conveyance of a Lot within that phase to an Owner other than the Declarant or a builder. Unless a lower amount is set by the Board of Directors and ratified by the Members, the first annual assessment shall be the "Maximum Annual Assessment" set forth in Section 3 of this Article and shall be prorated according to the number of days remaining in the calendar year.

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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Remedies for Nonpayment of Assessment. Any assessment not paid within ten (10) days after the due date shall bear a late charge as the Board of Directors may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the lesser of the annual rate of eighteen percent (18%) or the maximum amount permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot for which such assessment is due subject to NCGS §47F-3-116, as amended. Interest, late payment charges, reasonable attorneys' fees and the costs of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape or deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a Lot. Sale or transfer of any Lot shall not affect the assessment lien except as otherwise provided by law. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided herein shall continue to be subordinate to the lien of any first mortgage.

Section 11. Exempt Property. All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI MAINTENANCE OF LOTS AND UNITS

Section 1. Association's Responsibility. In addition to maintenance of the Common Area and the improvements and facilities located thereon, the Association shall be responsible for maintaining the grass, plants, shrubs, trees, landscaping, walks and parking areas ("Yard Improvements") installed by Developer or the Association, and any Yard Improvements installed by an Owner with the prior written consent of the Association (but only to the extent that such consent specifically provides that the Association will maintain such added landscaping). The Association shall also be responsible for certain exterior maintenance of the Units, including the painting, repair, replacement and care of exterior building surfaces (including exterior doors installed as part of the initial construction of the Unit), roofs, gutters and down spouts, sidewalks, stoops and parking area. The Association shall not be responsible for maintenance or repair of glass surfaces or for any improvements not part of the original construction unless the architectural approval granted by the Association for subsequent improvements specifically provides that the Association will maintain such improvements. Furthermore, (i) the Association shall not be responsible for repair or replacement of any Yard Improvements or the exterior of any Unit when such repair or replacement is necessitated by work done by or at the request of any Owner or any utility company or

governmental entity; and (ii) the Association shall not be responsible for repairing any damage caused by the negligent or willful act or omission of the Owner of such Unit or such Owner's tenants, subtenants, or family members or the guests or invitees of any of them. In order to enable the Association to perform the maintenance and repairs which are its responsibility, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests or invitees, or is caused by fire, lightening, windstorm, hail, explosion, riot, attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in the North Carolina Standard Fire and Extended Coverage insurance policies and the Association chooses to undertake such maintenance, repair or replacement, the cost of such performance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Section 2. Maintenance of Detention Ponds. The Association shall be responsible for maintaining and repairing the detention ponds located on the Common Area in accordance with the standards required by the Town of Winterville and the State of North Carolina.

Section 3. Maintenance of Water and Sewer Lines. The water and sewer lines and all appurtenances thereto located within the Common Areas shall be properly maintained and operated by the Association in accordance with all applicable state and local laws. The Association shall allocate in its yearly budget and set aside in a separate account funds which may be used to repair, maintain, or reconstruct said water and sewer lines and appurtenances thereto should same become necessary. In the event of a voluntary dissolution by the Association, the Association shall first transfer said water and sewer lines and all appurtenances thereto to some other person, corporation or entity acceptable to and approved by the State of North Carolina and the Town of Winterville.

Section 4. Owner's Responsibility; Remedy for Owner's Failure to Maintain. Any maintenance on a Lot that is not the responsibility of the Association, whether by the terms of this Declaration or by written acceptance of same, shall be the responsibility of the Owner of such Lot. Each Owner shall keep his Lot and Unit in an orderly condition and shall keep the improvements thereon in a suitable state of repair, except for those improvements that the Association is responsible for maintaining as provided in this Declaration. If an Owner does not make any repair or perform any maintenance required of such Owner, the Association shall have the right (but not the obligation), through its agents and employees, by the affirmative vote of a majority of the board of directors of the Association, to enter upon such Lot and to repair, maintain and restore the Lot or exterior of the Unit erected thereon, and the cost of such exterior maintenance, plus a surcharge of 15% for administration, shall be assessed in accordance with Section 3 of this Article. Prior to such entry, the Association shall give written notice to the Owner stating: (i) the specific item(s) needing maintenance; (ii) the corrective action to be taken; (iii) a time, not less than 15 calendar days from the date of notice, in which the Owner is to perform the necessary maintenance; and (iv) a statement that, if the Owner fails to perform the maintenance within such time period, the Association will exercise its right to perform the maintenance and that the Owner will be assessed with the costs thereof as provided in this Article VI.

Section 5. Assessment of Cost. In the event that the Association performs maintenance on any Lot as provided in Section 4 of this Article VI, the cost of any such maintenance, replacement or repairs (including the administration fee) shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the assessments to which such Lot is subject, enforceable under the terms thereof.

ARTICLE VII COMMITTEES

The Board of Directors of the Association shall appoint an Architectural Review Committee, which shall have authority to review and approve any Improvements, as hereinafter defined, to a Lot after occupancy of a dwelling as a residence on said Lot pursuant to a certificate of occupancy or other similar certificate issued by the appropriate governmental authority. The Architectural Review Committee shall be composed of three or more persons appointed by the Board of Directors of the Association. No Improvements to the Lot, including without limitation the replacement of any previously existing Improvements shall be commenced or maintained upon the Property nor shall any exterior addition to or change or alteration thereof be made nor shall a building permit for such Improvements be applied for or obtained until plans and specifications showing information required by the Architectural Review Committee have been submitted to and approved in writing by the same. The Association shall have the right to charge a reasonable fee for receiving and processing each application.

The Declarant and, after the Declarant no longer owns any Lot within the Property, the Association, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications ("Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Neither the Declarant, the Association, the Board of Directors or the Architectural Review Committee, nor any member or employee of any of them, shall have liability to any person or entity by reason of any acts taken or omitted by them, or any of them, in good faith pursuant to this Article.

The Board of Directors may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in the Declaration, on such terms and conditions as it shall require; provided that all such variances shall be in keeping with the general plan of the improvements and development of the Property. Variances contained in plans that are inadvertently approved by the Architectural Review Committee as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with this paragraph.

ARTICLE VIII PARTY WALLS

Section 1: Rules of Law. All common party walls as between individual Units shall confirm to the requirements of the North Carolina State Building Code. The general rules of law regarding party walls, lateral support, and liability for property damage due to negligence or willful

acts or omissions shall apply to each wall which is built as a part of the original construction of the Units within the Property and which is placed on the dividing line between Lots, and to all reconstruction or extension of such walks, to the extent not inconsistent with the provisions of this Article.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who or which uses the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for willful acts or omissions.

Section 4: Easement and Right of Entry for Repair, Maintenance and Reconstruction. Every Owner shall have an easement and right of entry upon the Lot of any other Owner and the Common Area to the extent reasonably necessary to perform repair, maintenance or reconstruction of a party wall and those improvements belonging to his Lot which encroach on an adjoining Lot or Common Area. Such repair, maintenance, or reconstruction shall be done expeditiously, and upon completion of the Work, the Owner shall restore the adjoining Lot(s) and Common Area to as nearly the same condition as that which existed prior to commencement of the work as is reasonably practicable. Except in an emergency situation, an Owner entering upon another Owner's Lot as provided herein shall give reasonable oral or written notice to the Owner of the Lot on which such entry is to be made.

Section 5: Weatherproofing: Notwithstanding any other provision of this Article, an Owner who, by his negligence or other willful act or omission, causes the party wall to be exposed to the elements, shall bear the entire cost of furnishing the necessary protection against such elements and of repairing any damages resulting from such Owner's failure to timely and adequately provide such protection.

Section 6: Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7: Certification by Adjoining Property Owner That No Contribution is Due. If any Owner desires to sell his Lot, such Owner, in order to assure a prospective purchaser that no Owner of an adjoining Lot has a right of contribution as provided in this Article, may request that the adjoining property Owner make a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property Owner to make such certification immediately upon request, and without charge; provided, however, that where the adjoining property Owner claims a right of contribution, the certification shall contain a recital of the amount claimed. If an adjoining Owner fails to give a certification within ten (10) days of actual receipt of such request, such failure shall be conclusively deemed a certification that no such contribution is due.

ARTICLE IX USE RESTRICTIONS

Section 1: Use. No Lot shall be used except for townhome residential purposes. No Lot shall be subdivided by any Owner except with Declarant's prior written permission. No structure shall be erected, placed or permitted to remain on any Lot other than one attached single family townhome dwelling not to exceed two and one-half (2 ½) stories in height. No garage shall be converted to or used as a bedroom, storage room or other living space. The number of bedrooms in a Unit shall not be increased without the approval of the Association. Notwithstanding the foregoing, the Declarant reserves the right for itself and its assigns to use any Lot or Unit as a sales office and/or model which may be shown to prospective purchasers of Lots.

Section 2: No commercial use. Except as otherwise specifically provided herein, no business, trade, industry, profession, or commercial enterprise may be carried on, maintained or permitted upon any Lot. The restrictions contained herein shall not apply to the development or marketing of Lots in the Subdivision or construction of same. An Owner or occupant of a Unit may conduct business activities within such Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside of the Lot; (b) the business activity conforms to all applicable zoning requirements, without the need for a variance or special or conditional use permit; (c) the business activity does not involve door-to-door solicitation of the residents of the Subdivision; (d) the business activity does not, in the reasonable judgment of the board of directors of the Association, general a level of vehicular or pedestrian traffic or a number of vehicles parked in the Subdivision which is noticeably greater that than which is typical of Lots in which no business activity is being conducted; (e) the business activity is consistent with the residential character of the Subdivision, does not create a hazardous or dangerous condition or threaten the security or safety of other occupants of the Subdivision, and is not a nuisance or an unreasonable annoyance or offensive use, all as may be determined in the sole discretion of the Board of Directors of the Association.

The terms "business," "trade," "industry," "occupation" and "profession" as used in this Section shall be construed to have their ordinary, generally-accepted meanings and shall include without limitation, any occupation, work or activity which involves the provision of goods or services to persons other than the provider's immediate family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or whether a license is required. The leasing of a Lot in accordance with this Declaration shall not be considered a business or trade within the meaning of this Section.

Section 3: Plan approval. The Declarant shall have the sole and absolute right to determine the style and appearance of the dwellings, including, but not limited to, flags, subject to NCGS §47F-3-121, flag poles, flag staffs, fences, walls, buildings, outbuildings, garages, storage sheds, lawn decorations, structure of any type or color thereof, grading, landscaping, patio covers and trellises, plans of off-street parking of vehicles, utility layout and any other improvements (the "Improvements") to be built or constructed on any Lot.

No site preparation or initial construction, erection or installation of any improvement, including, but not limited to, dwelling units, outbuildings, driveways, fences, walls, signs, or other structures shall be undertaken upon any Lot or parcel of land on the Property without the prior written approval of the building plans, exterior paint or color schemes and exterior materials by the Declarant or its successors or designees (including the Architectural Review Committee once Declarant assigns such rights and obligations to the Association). A dumpster is to be placed on each Lot at the commencement of any construction for debris. A detailed landscaping plan must be approved by the Declarant or its successors or designees. All landscaping plans shall reflect and include a minimum of one (1) tree to be planted in the front yard area and shrubbery covering the entire front elevation of the structure. Landscaping shall be completed by the time of occupancy, unless an extension is given by the Declarant. All driveways must be constructed of concrete materials. It is the intent of the Declarant that all exteriors of the structures shall be harmonious with all of the other structures in the Subdivision. No any structure of any type shall be started on any Lot until a plot plan showing the location of such structure has been approved in writing by the Declarant or its successors or designees. If no approval or rejection has been given for such planned use or for such plans which have been hand-delivered to the Declarant, its successors or designees within sixty (60) days after written application, the plan shall be deemed to have been approved.

Section 4: Driveways and Parking. Paved driveways are required for each Unit. Residents of each Unit are limited to two (2) vehicles per Unit. Designated off street parking areas will be made available for guests and invitees, but all Unit residents are prohibited from using said areas for long-term parking.

Section 5: Minimum Square Footage. Any residence constructed on a Lot must have a minimum square footage, more specifically described as heated living area, exclusive of open porches, garage and basements, of not less than One Thousand (1,000) square feet.

Section 6: Structure Type. All homes placed on any Lots shall be attached single-family townhomes. No mobile home, pre-fab, modular home, package home or other pre-built home shall be placed on any Lot. Any residence built on any Lot shall be "stick built" except that pre-fabricated roof trusses and pre-fabricated fireplaces and chimneys may be utilized.

Section 7: Setbacks. No buildings shall be located on any Lot nearer to any lot line than as shown on the recorded plat. No buildings other than the Unit may be placed on any Lot.

Section 8: Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 9: Temporary structures. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

Section 10: Livestock and Pets. No barns, stables, and outbuildings for the purpose of maintaining horses or other livestock type animals shall be permitted on any Lot. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred or kept on any portion of the Property,

except that no more than two domesticated dogs and cats and small non-offensive household pets may be kept by the Owner, provided that they are not kept or used for breeding or maintained for any commercial purpose. Pets may not be constitute a danger or nuisance including, but not by way of limitation, excessive barking or causing property damage to other Owners or to the Property. When outside, no animal may be staked out, and all pets must be kept on a leash. No animal pens, runs, housing or like enclosure shall be kept or placed on any Lot.

Section 11: Parking. No trucks, tractors or trailers may be regularly stored or parked upon the Property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to 1 ton in size, being used by any Owner for his personal conveyance, and such truck may be parked upon the Owner's Lot. No boat, trailer, mobile home, camper or recreational vehicle shall be permitted to remain upon any street or any Lot. No vehicle required by the State of North Carolina to have a current license may be kept on the Property or any Lot for more than 10 days without a current valid license plate.

Section 12: Clotheslines. No outside clotheslines shall be erected or kept on any Lot.

Section 13: Satellite dishes. No satellite dish or comparable communication device having a size larger than eighteen (18) inches in diameter may be located on any Lot; further any such satellite dish or comparable communication device must be located in the back yard of any Lot. No transmitting tower or antenna exceeding a height of twenty (20) feet from ground level shall be placed, used or erected on any Lot, either temporarily or permanently. No solar panel shall be placed on the Lot or the structure without approval of the Declarant.

Section 14: Fences. No fence shall be constructed, built or erected on any Lot.

Section 15: Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Area except (a) one sign of not more than eight (8) square feet advertising a Lot for sale, or signs used by a builder, developer, Realtor or Owner to advertise the Lot during construction and then for sale and (b) one sign with the maximum dimensions of 24 inches by 24 inches expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election; provided that such political signs shall not be placed on a Lot earlier than forty-five (45) days before such election and shall be removed within seven (7) days after such election. No yard or lawn ornaments of any kind will be permitted to be placed on any Lot, except in the rear portion of the yard, said rear portion of the yard being defined as that particular area of the yard located between the rear corner of the residence and the back or rear lot line.

Section 16: Lot Maintenance and Patios and Decks. All Lots, whether occupied or unoccupied, shall be well maintained and kept free of rubbish and debris. Rubbish, trash, debris, garbage and other waste must be kept only in sanitary containers which are in a screened area not generally visible from the road. All containers, or other equipment for storage of disposal of such waste materials shall be kept in a clean and sanitary condition and shall be disposed of on a regular basis. Burning of trash or debris is not permitted. Patio and deck areas are to be kept in good order and condition with only patio furniture, outdoor grills, and house plants located thereon. No drying

or airing of any clothing or bedding shall be permitted outdoors on any Lot, including but not limited to on any patio or deck.

Section 17: Entertainment Structures. No bicycle, skateboard or other entertainment ramps or other temporary or permanent recreational structures may be erected or placed on any Lot. No above ground swimming pools shall be located on any Lot.

Section 18: Lighting. Following the installation of residential street lighting by means of mercury vapor or sodium vapor lighting units on the Property, any party or person who may then own, or who may hereafter own, any interest in any Lot, shall be obligated to pay to Greenville Utilities Commission or the Town of Winterville, North Carolina, the monthly rate per Lot (plus applicable North Carolina sales tax) set forth in Electric Rate Schedule No. 4-A, entitled Rural Street Lighting Service, of the Utility Regulations of Greenville Utilities Commission. The obligation to pay such a monthly rate, as it may change from time to time, shall continue until such time as the Subdivision on the Property is annexed into the corporate limits of a city, town or village, and responsibility for the cost of street lighting is assumed by, or transferred to, a governmental unit. Any and all mercury vapor or sodium vapor lighting units installed within the Subdivision shall be and remain the property of Greenville Utilities Commission.

Section 19: Water Detention Ponds. No docks or other structures shall be erected in water detention ponds. All other uses of the water retention areas are prohibited without the express consent of the Association.

ARTICLE VII EASEMENTS

Section 1: Access and Utility Easements. Easements for installation and maintenance of roadways, driveways, walkways, water, gas, telephone, sewer facilities, electric power and cable transmission lines, utilities, storm water drainage facilities and for other public and private utility installations are reserved as shown on the recorded plat of the Property. The Association may grant or reserve easements over the Common Area as provided herein. In addition, easements for installation and maintenance of utilities and drainage facilities not shown on the recorded plats including, water lines, sewer lines, gutter lines, gas lines and that area used for French drains are reserved. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage pipes or channels constructed in the easements.

For a period of thirty (30) years from the date hereof, Declarant shall have and reserves unto itself and its employees, agents, contractors, successor and assigns, an easement upon and right of ingress, egress, and regress on, over and under the Property for the purposes of constructing and maintaining water, sewer, gas, storm water drainage and retention, telephone, cable television, electric and other utility facilities and roadways to the extent required by a governmental entity or determined by the Declarant to be necessary or convenient for the development, use and enjoyment of the Property and Common Area and the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the

soil, relocate utility facilities within said easement and take any other similar actions that it deems necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

Section 2: Easements for Governmental Access. An easement is hereby established over the Common Area and every lot within the Property for the benefit of applicable governmental agencies and utilities for installing, removing, reading water meters, maintaining and replacing water and sewer facilities and acting for other purposes consistent with public safety and welfare, including without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

Section 3: Unintentional Encroachments. If any portion of the Common Area encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Area as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of same shall exist so long as the building stands. If the building, the Unit, an adjoining Unit or any adjoining part of the Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments on parts of the Common Area of any Unit or of any Unit upon any other Unit or upon any portion of the Common Area due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

ARTICLE IX GENERAL PROVISIONS

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

Section 2: Severability. 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.

Section 3: Amendment. For so long as Declarant owns any Lot within the Subdivision, this Declaration may be amended by the Declarant without the consent or joinder of any other Owner or the Association. Any such amendment shall be effective upon recording of the same in the applicable public registry for Pitt County, North Carolina. No amendment shall be binding upon any Lot or Owner until fifteen (15) days after a copy of such amendment has been provided to such Owner.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. After Class B Lots cease to exist,

Declaration may be amended during the first twenty year period by an instrument signed by the Owners of not less than seventy-five (75%) of the Lots and thereafter amended by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots; provided, however, that so long as there is Class B membership, no amendment adopted by the Owners shall be effective unless and until such amendment is approved in writing by the Declarant. Any amendment shall be by written instrument signed by the appropriate persons and recorded in the public registry for Pitt County, North Carolina, and upon recordation, shall be binding on all Lots within the Property and the Owners thereof, without regard to whether the Owner of such Lot voted for or against or signed or did not sign the amendment.

Section 4: Entire Agreement. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this tract of land other than those properties to which this Declaration specifically applies. No provision contained in this Declaration shall be deemed to have been waived, abandoned, and abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

Section 5. Interpretation. Headings used herein are for reference purposes only and shall not be used to interpret or construe any provision hereof. Unless the context requires otherwise, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the work “including” shall mean “including, without limitation.” This Declaration shall be construed and enforced in accordance with the laws of the State of North Carolina.

Section 6. Insurance. Every Owner shall maintain in full force and effect at all times fire and hazard insurance in an amount equal to the full replacement value of his or her Unit, including the value of excavations and foundations. An Owner shall provide a copy of his or her insurance certificate or declaration page, as evidence that such insurance is in effect to the Association within ten (10) day of purchasing a Lot, within ten (10) days of any change of insurance, and upon request by the Association.

[The remainder of this page has been left intentionally blank.]

IN WITNESS WHEREOF, the Declarant has executed this document, with authority duly given, the day and year first above written, intending it to be a sealed document.

This the 23 day of May, 2022.

ELEVEN AT MAIN, LLC

By: [Signature] (SEAL)
R DALE BRITT, Member/Manager

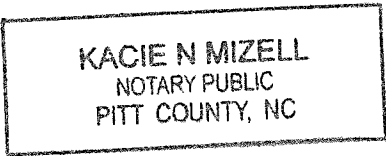
NORTH CAROLINA
PITT COUNTY

I, Kacie N. Mizell a Notary Public of the County and State aforesaid, certify that R. Dale Britt, personally appeared before me this day in the capacity of Manager of Eleven At Main, LLC and acknowledged the execution of the foregoing instrument.

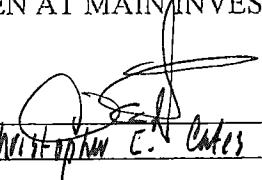
Witness my hand and official stamp or seal, this 23rd day of May, 2022.

[Signature]
Notary Public

My commission expires: 03/30/2023



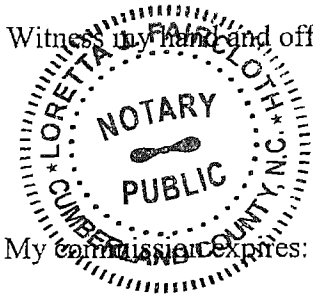
ELEVEN AT MAIN INVESTMENTS, LLC

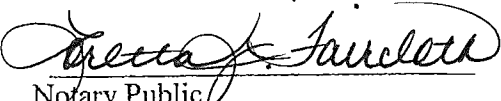
By:  (SEAL)
CHRISTOPHER E. CATES, Member/Manager

NORTH CAROLINA
PITT COUNTY

I, Loretta J. Faircloth, a Notary Public of the County and State aforesaid, certify that Christopher E. Cates, personally appeared before me this day in the capacity of Manager of Eleven At Main Investments, LLC and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 25th day of May, 2022.




Notary Public

My commission expires: June 8, 2023