

Type: CONSOLIDATED REAL PROPERTY  
Recorded: 9/20/2024 2:47:20 PM  
Fee Amt: \$26.00 Page 1 of 6  
Nash County North Carolina  
Sandra D. Davis Register of Deeds

**BK 3371 PG 409 - 414**

Prepared by and return to:  
City of Oaks Law  
PO Box 6356  
Raleigh, NC 27628

NORTH CAROLINA  
NASH COUNTY

**RESTRICTIVE COVENANTS FOR  
PROPERTY OF BALLYSTEEN REALTY, LLC,**

**Also known as The Village of Old Spring Hope**

Ballysteen Realty LLC, a Texas limited liability company (hereinafter Declarant) hereby declares that the property described on Exhibit A (hereinafter the Property) attached hereto and made a part hereof is and shall hereinafter be held, transferred, sold and conveyed subject to the following Restrictive Covenants which shall run with the Property, by whomsoever owned to wit:

1. Approval of Home Plan. While the Declarant still owns a portion of the Property, Lot owners shall submit the home build plan for approval to the Declarant. Approval of said plan from the Declarant has no expiration and said plan may be relied upon even if the home is built much later in the future. After the Declarant no longer owns any portion of the Property, Lot owners with previously unapproved home build plans must get written approval from any two other Lot owners.
2. Land Use and Building Type. All lots shall be used for residential purposes. No structure shall be erected altered placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 ½) stories in height, and a private garage (or garages) for at least two (2) but not more than four (4) cars, in total, and other out- buildings incident to residential use of the lot. It is permissible for a home to be constructed without a garage. This section only restricts the size of the garage from 2 to 4 cars. There cannot be a 1 car garage and there cannot be a garage for greater than 4 cars. Sheds and outbuildings must match in exterior style to the primary dwelling and there shall be no more than one detached accessory structure on any Lot.

Nothing herein shall be deemed to prohibit the conversion of a lot to a street.

3. Dwelling Size. The minimum heated square footage of a dwelling may not be less than 1,400  
submitted electronically by "City of Oaks Law"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Nash County Register of Deeds.

square feet for a 1-story dwelling and 1,800 square feet for a 2-story dwelling. Declarant may approve of a minimum heated square footage of a dwelling for less than 1,400 square feet but in any instance, the minimum heated square footage cannot be less than 1,200 square feet.

4. Building Setback/House Location. No dwelling shall be erected or maintained on any lot outside of that required or permitted by the zoning ordinances of Nash County. For purposes of these building setbacks, as required, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be a part of the dwelling under the zoning ordinances of Nash County, as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts. On corner lots, a dwelling may be erected to face the intersection of the two streets on which the lot abuts.
5. Solar Panels. Solar Panels may be installed only if they cannot be seen from the road in front of the dwelling.
6. Fences. No fence or wall shall be erected on any lot closer to any street than the back of the house. No fence or wall shall be constructed of chain link and the maximum height of any fence or wall is 6 feet.
7. Temporary Structures. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer mobile home, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer model home, or other temporary improvement installed by or with the approval of Declarant.
8. Parking/Driveways and Parking Pads/Abandoned Vehicles. Vehicles may be parked or stored only on portions of a lot improved for that purpose i.e. garage, driveway, carport, or parking pad. No unenclosed parking shall be constructed or maintained on any lot except a paved driveway and an attached paved parking pad which pad shall be designed for the parking of not more than three (3) vehicles. On Lots in which no garage is located, the parking pad must be located on the side or in rear of the dwelling. Any driveway or parking pad constructed upon any lot shall have either an asphalt or concrete surface. All boats and recreational vehicles that are not stored in a garage must be stored in the backyard and be hidden from view from the road. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot in such a manner as to be seen from any other lot or any street within the subdivision and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any lot.
9. Animals. No animals or livestock of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained if they are not kept or maintained for commercial purposes. Chickens are permitted so long as there are no more than 5 chickens at any one time on any Lot, roosters are not permitted, and all chicken coops or pens must be located at least 50 feet away from all property lines. Horses are permitted on lots with 2.5 acres or more, so long as there are no more than 2 horses at any one time on any Lot that is 2.5 acres but less than 4 acres. Lots 4 acres or greater may have up to 5 horses. Fenced pastures must be at least 20' setback from all property lines and a Lot with horses may have 1 barn.

10. Nuisance/Business Activity. 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. No business trade or activity may be conducted on any lot and no commercial signage may be placed on any lot or part thereof.
11. Signs. No sign of any kind shall be displayed to the public view on any lot except signs used by the Declarant to advertise lots for sale, one sign of not more than six (6) square feet advertising the property for sale or rent, one builder sign, and signs of not more than six (6) square feet 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 sixty (60) days before such election and shall be removed within two (2) days after such election.
12. Antennas/Satellite Dishes or Discs. No radio or television transmission or reception tower or antenna shall be erected on any lot or rooftop. No satellite disc in excess of 18 inches shall be installed which is visible from the street.
13. Swimming Pool. Above ground and in ground swimming pools shall be permitted in the subdivision but must be located in the backyard behind the residential dwelling and privacy fencing, out of sight from the road and adjacent neighbors.
14. Maintenance of Lot/Construction. All construction landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion which shall in no event exceed 18 months and no partially completed house or improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his lot.

Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing the owner of such lot shall repair the damage or destruction; provided however, that if the structure damaged is not part of or attached to the residence constructed on such lot, the owner may, at his option, either completely remove the damaged structure and landscape the area on which the structure stood or repair and reconstruct the structure.

15. Garbage/Utility Storage. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup but all garbage cans must be returned to an approved enclosure the night of the scheduled pickup.
16. Exterior Maintenance. The owner of each lot shall maintain the grounds and improvements on his lot, including but not limited to plantings, landscaping and lawns, at all times in a neat and

attractive manner.

17. Utility and Drainage Easements. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown on the recorded plat. Within such easements, no structure, plantings or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a lot shall be maintained continuously by the owner of such lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots by the recording of appropriate instruments in the Nash County Register of Deeds, and such instruments shall not be construed to invalidate any of these Covenants. Declarant reserves an easement in, and the right at any time in the future, to grant a ten (10) foot right-of-way over under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power gas, telephone service, cable television or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five (5) foot right-of-way over, under and along the side lines of each lot for the aforementioned purposes.
18. Subdivision of Lots. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map.
19. Street Lighting. Declarant reserves the right to subject the property to a contract for the installation of street lighting which requires a continuing monthly payment by each residential customer for such lighting.
20. Mail Kiosk(s). There shall be a Mail Kiosk(s) (hereinafter "Kiosk") located in the private street shown on the recorded map which serves the Lots for the delivery and collection of mail. Owners shall be responsible for the maintenance of the Kiosk and shall share equally in the cost to maintain it in a manner consistent with its use. This maintenance obligation shall include the Kiosk pavement and landscaping located within the private street in the area of the Kiosk. To the extent less than all of the Owners contribute to the cost of maintenance, then those Owners who failed to contribute shall reimburse the contributing Owners directly for their pro rata share of the costs of maintenance.
21. Stormwater or Erosion Control Ponds. Should the installation of a stormwater or erosion control pond become necessary as required by the municipality or State, all Owners of the Lots shall bear the responsibility for the maintenance and cost of said pond(s). To the extent that any of the Owners of Lots fail to contribute to the cost of maintenance, then those Owners who failed to contribute shall reimburse the contributing Owners directly for their pro rata share of the costs of maintenance.
22. Private Street. Declarant shall maintain the private street within the subdivision until such time as Declarant no longer owns any Lots at which point the responsibility for the maintenance of the private subdivision street shall be with the Owners of the Lots. To the extent that any of the Owners of Lots fail to contribute to the cost of maintenance, then those Owners who failed to contribute shall reimburse the contributing Owners directly for their pro rata share of the costs of maintenance.

Every Lot owner shall have a right and easement of enjoyment in, use of and access to, from, and over the private street(s), which right and easement shall be appurtenant to and shall pass with title to every

Lot. Said easement shall not impair the Declarants ability to perform any of its obligations under these Covenants.

23. Subdivision Sign. The Declarant shall construct and maintain a subdivision sign within the private street as shown on the recorded map. Once Declarant no longer owns any Lots, the Owners shall be responsible for the maintenance of the Subdivision Sign and shall share equally in the cost to maintain the Subdivision Sign in a manner consistent with its use. To the extent less than all of the Owners contribute to the cost of maintenance, then those Owners who failed to contribute shall reimburse the contributing Owners directly for their pro rata share of the costs of maintenance.


24. Enforcement. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement may be either to refrain violation or recover damages resulting therefrom or both. An action to enforce these provisions may be brought by any Lot owner.

25. Severability. Invalidation of any one or more of these Covenants by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

26. Term. These Covenants shall run with and bind the land and all owners thereof for a period of twenty-five (25) years from the date these Covenants are recorded after which time they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These Covenants may be amended during the first twenty-five (25) year period by an instrument signed by the then-owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by then-owners of not less than seventy-five percent (75%) of the lots. Declarant, so long as it shall own one or more lots may amend these Covenants without the approval or joinder of any other lot owner.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized Manager, the day and year set forth in the notary acknowledgment below.

**Ballysteen Realty, LLC**  
a Texas limited liability company

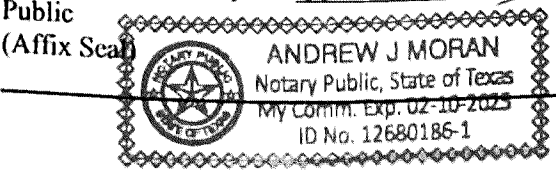
By:   
John Downes Manager

State of Texas - County or City of Bexar

I, the undersigned Notary Public of the County or City of Bexar and State aforesaid, certify that John Downes, as Manager of Ballysteen Realty, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 20 day of September, 2024.

My Commission Expires: 02-10-2025

Andrew J Moran Notary



Notary's Printed or Typed Name

Exhibit A

Bounded on the north by the lands of Hoke Todd, on the east by the lands of Theo Baker, on the South by the lands of O. P. Wiggins and on the west by the lands of Jessie Pulley and Lizzie Eatman, containing 87 ½ acres, more or less. See deed from John C. Matthews, Mortgagee, to Effe Mae Morris recorded in Book 586, page 586, Nash County Registry. See also quitclaim deed from Huler Wilkins, widow, to Eme Mae Morris recorded in Book 734, at page 345, Nash County Registry.

LESS AND EXCEPT property conveyed in Book 1055, Page 485, Book 905, Page 189, and Book 1072, Page 449, Nash County Registry.

And also described as:

BEGINNING AT A NEW IRON PIPE, SAID NEW IRON PIPE BEING LOCATED IN THE SOUTHERN RIGHT OF WAY OF W. OLD SPRING HOPE ROAD, SAID NEW IRON PIPE HAVING NC GRID (NAD 83) COORDINATE OF N(y) 791,974.58' E(x) 2,280,487.35' ;THENCE ALONG SAID RIGHT OF WAY WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 228.06', WITH A RADIUS OF 2,269.26', WITH A CHORD BEARING OF N 83°05'09"E, WITH A CHORD LENGTH OF 227.96' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 84.69', WITH A RADIUS OF 2,269.26', WITH A CHORD BEARING OF N 79°08'15"E, WITH A CHORD LENGTH OF 84.69' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 114.53', WITH A RADIUS OF 754.80', WITH A CHORD BEARING OF N 74°22'39"E, WITH A CHORD LENGTH OF 114.42' TO A NEW IRON PIPE;THENCE S 79°24'07"E A DISTANCE OF 126.06' TO A NEW IRON PIPE; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 988.34', WITH A RADIUS OF 90,340.81', WITH A CHORD BEARING OF S 52°06'19"E, WITH A CHORD LENGTH OF 988.34' TO A NEW IRON PIPE;THENCE S 37°02'41"W A DISTANCE OF 201.34' TO AN EXISTING IRON PIPE;THENCE N 52°07'28"W A DISTANCE OF 500.44' TO A BENT EXISTING IRON PIPE ;THENCE S 10°52'09"W A DISTANCE OF 1,539.08' TO AN EXISTING IRON BAR;THENCE N 74°13'50"W A DISTANCE OF 536.23' TO AN EXISTING IRON BAR;THENCE S 00°31'06"W A DISTANCE OF 956.40' TO A BENT EXISTING AXLE;THENCE N 69°24'43"W A DISTANCE OF 698.77' TO AN EXISTING IRON BAR;THENCE N 41°07'45"E A DISTANCE OF 626.48' TO AN EXISTING IRON PIPE IN THE CREEK;THENCE ALONG SAID CREEK N 65°16'15"W A DISTANCE OF 268.04' TO A POINT;THENCE N 70°07'15"W A DISTANCE OF 71.70' TO A POINT ' ;THENCE S 69°01'45"W A DISTANCE OF 22.63' TO A POINT;THENCE N 38°54'15"W A DISTANCE OF 96.94' TO A POINT;THENCE N 65°04'15"W A DISTANCE OF 38.06' TO A POINT;THENCE N 18°09'45"E A DISTANCE OF 82.26' TO A POINT;THENCE N 21°33'15"W A DISTANCE OF 45.82' TO A POINT;THENCE S 45°59'45"W A DISTANCE OF 50.67' TO A POINT;THENCE N 79°14'15"W A DISTANCE OF 63.35' TO A POINT;THENCE N 35°52'15"W A DISTANCE OF 48.13' TO A POINT ;THENCE N 04°58'15"W A DISTANCE OF 79.37' TO A POINT;THENCE N 46°39'15"W A DISTANCE OF 118.38' TO A POINT ;THENCE N 02°26'45"E A DISTANCE OF 69.74' TO A POINT;THENCE N 51°16'45"E A DISTANCE OF 49.40' TO A POINT;THENCE N 70°56'15"W A DISTANCE OF 29.90' TO A POINT;THENCE N 28°35'43"E A DISTANCE OF 63.90' TO A POINT;THENCE LEAVING SAID CREEK N 21°02'34"E A DISTANCE OF 94.00' TO A NEW IRON PIPE;THENCE N 38°02'34"E A DISTANCE OF 169.00' TO A NEW IRON PIPE;THENCE N 41°02'34"E A DISTANCE OF 287.00' TO A NEW IRON PIPE;THENCE N 48°47'34"E A DISTANCE OF 193.50' TO A NEW IRON PIPE ;THENCE N 41°02'34"E A DISTANCE OF 185.00' TO A NEW IRON PIPE;THENCE N 23°02'34"E A DISTANCE OF 163.50' TO A NEW IRON PIPE ;THENCE N 18°02'34"E A DISTANCE OF 164.00' TO A NEW IRON PIPE ;THENCE N 23°02'34"E A DISTANCE OF 347.97' TO A NEW IRON PIPE;WHICH IS THE POINT OF BEGINNING,CONTAINING AN AREA OF 2,674,148 SQUARE FEET, 61.390 ACRES

BK 3431 PG 693 - 694

**Prepared by and return to:** City of Oaks Law; P.O. Box 6356, Raleigh, NC 27628

**NORTH CAROLINA  
NASH COUNTY**

**FIRST AMENDMENT TO RESTRICTIVE COVENANTS  
FOR THE VILLAGE OF OLD SPRING HOPE**

THIS AMENDMENT is made this 8<sup>th</sup> day of August, 2025, by **Ballysteen Realty, LLC**, a Texas limited liability company (the "Declarant"), as Declarant under that certain Declaration of Restrictive Covenants recorded in Book 3371, Page 409-414, Nash County Registry (the "Covenants").

WHEREAS, the Covenants apply to all lots within The Village of Old Spring Hope;

WHEREAS, Section 26 of the Covenants permits the Declarant to unilaterally amend the Covenants so long as Declarant owns one or more lots in the subdivision;

WHEREAS, the Declarant is the record owner of at least one lot within The Village of Old Spring Hope and desires to amend the Covenants;

NOW, THEREFORE, the Declarant does hereby amend the Covenants, as follows:

**1. Fences (Amendment to Section 6):**

The owners of lots may construct a fence that extends to the front of the lot, beyond the rear wall of the residence. They may also install a driveway gate. The location of the fence may extend to the front property boundary, subject to compliance with applicable Nash County ordinances. The fence's and/or gate's design and materials must be:

- o (a) approved by the Declarant if the Declarant still owns any lot within The Village of Old Spring Hope, or
- o (b) if the Declarant no longer owns any lots, then the fence shall either match a fence style already approved within the Subdivision or be approved by at least two immediately adjacent lot owners.

2. **Animals (Amendment to Section 9):**

In addition to the animals permitted under Section 9, the owner of Lots 12 and 13 of Phase 2, as shown on the plat recorded at Plat Book 46, Pages 1-3, Nash County Registry may keep and maintain goats and cows, provided they are not kept for commercial purposes. Goats and cows, like horses, shall be limited to a maximum of 5 kept on either lot. For all animals, only one barn is permitted. Goats and cows shall be confined within appropriately fenced areas.

3. **Guest House (Amendment to Section 2):**

The owners of Lots 12 and 13 of Phase 2, as shown on the plat recorded at Plat Book 46, Pages 1-3, Nash County Registry 13 may construct one detached guest house in addition to any detached garage or barn otherwise permitted under Section 2, provided:

- o (a) the guest house is constructed in architectural harmony with the principal dwelling,
- o (b) the guest house complies with Nash County building and zoning codes, and
- o (c) the guest house is not used as a rental dwelling for short-term or long-term leasing purposes, but may be used by guests, family, or other non-paying occupants.

4. In addition to the provisions stated in section 2. **Land Use and Building Type.**, it is added that: "No home may be modular, mobile, or manufactured. All residences must be "stick built".

All other provisions of the Covenants shall remain in full force and effect with respect to all lots within The Village of Old Spring Hope.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized Manager as of the day and year first above written.

**BALLYSTEEN REALTY, LLC,**  
a Texas limited liability company

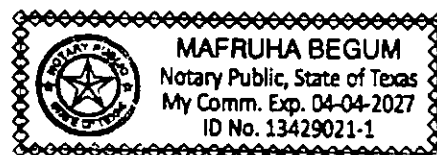
By:   
Name: John Downes  
Title: Manager

STATE OF TEXAS  
COUNTY OF Bexar

I, the undersigned Notary Public of the County and State aforesaid, certify that John Downes, Manager of Ballysteen Realty, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 8th day of August, 2025.

Notary Public MAFRUHA BEGUM  
My Commission Expires: 04-04-2027



Type: CONSOLIDATED REAL PROPERTY  
Recorded: 3/16/2026 10:36:45 AM  
Fee Amt: \$26.00 Page 1 of 2  
Nash County North Carolina  
Sandra D. Davis Register of Deeds

BK 3474 PG 148 - 149

Prepared by and return to: City of Oaks Law; P.O. Box 6356, Raleigh, NC 27628

**NORTH CAROLINA                      SECOND AMENDMENT TO RESTRICTIVE COVENANTS**  
**NASH COUNTY                              FOR THE VILLAGE OF OLD SPRING HOPE**

THIS AMENDMENT is made this 13 day of March, 2026, by **Ballysteen Realty, LLC**, a Texas limited liability company (the "Declarant"), as Declarant under that certain Declaration of Restrictive Covenants recorded in Book 3371, Page 409-414, Nash County Registry and as amended in that First Amendment to Restrictive Covenants For the Village of Old Spring Hope recorded in Book 3431, Page 693, Nash County Registry (collectively the "Covenants").

WHEREAS, the Covenants apply to all lots within The Village of Old Spring Hope;

WHEREAS, Section 26 of the Covenants permits the Declarant to unilaterally amend the Covenants so long as Declarant owns one or more lots in the subdivision;

WHEREAS, the Declarant is the record owner of at least one lot within The Village of Old Spring Hope and desires to amend the Covenants;

NOW, THEREFORE, the Declarant does hereby amend the Covenants, as follows:

**1. Animals (Amendment to Section 9):**

The number of chickens (hens or pullets) permitted to be kept or maintained on any lot is increased from 5 to 10 chickens. The chickens must be kept behind an opaque privacy fence, cannot be kept in the front yard, and cannot be visible from the street. The original provision regarding no roosters remains in effect.

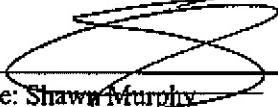
All other provisions of the Covenants shall remain in full force and effect with respect to all lots within The Village of Old Spring Hope.

Submitted electronically by Jonathan W Anderson Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Nash County Register of Deeds.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized Manager as of the day and year first above written.

**BALLYSTEEN REALTY, LLC,**  
a Texas limited liability company

By:   
Name: Shawn Murphy  
Title: Manager

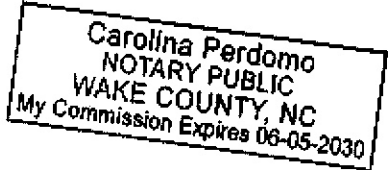
STATE OF NC  
COUNTY OF Jackson

I, the undersigned Notary Public of the County and State aforesaid, certify that Shawn Murphy, Manager of Ballysteen Realty, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 13 day of March, 2026.

Carolina Perdomo

Notary Public  
My Commission Expires: 06-05-2030



**The Village of Old Spring Hope  
SUBDIVISION STREETS DISCLOSURE STATEMENT  
AND ALLOCATION OF RESPONSIBILITY**

WHEREAS, Declarant has or intends to develop certain real property located within an existing subdivision known as The Village of Old Spring Hope, in Nash County, North Carolina (the "Subdivision"); and

WHEREAS, a plat of Phase 2 of the Subdivision is recorded in the Office of the Register of Deeds of Nash County, North Carolina as set forth above in the BRIEF DESCRIPTION FOR THE INDEX, and such plat designates all streets within the Subdivision as public streets; and

WHEREAS, Declarant has constructed or will construct or has contracted or will contract for the design and construction of all streets within the Subdivision; and

WHEREAS, Builder has or will purchase lots within the Subdivision, on which Builder will construct homes for sale to the public; and

WHEREAS, the obligation to design and construct and the responsibility for designing and constructing streets within the Subdivision are Declarant's obligation and responsibility, and are **not** Builders' obligation or responsibility;

NOW, THEREFORE, pursuant to N.C. Gen. Stat. § 136-102.6, Declarant, as seller to Builder, and Builder, as seller of lots and houses within the Subdivision to others, hereby make the following disclosures to prospective buyers of lots and houses within the Subdivision:

**I. STATUS OF SUBDIVISION STREETS**

**A. Status of Streets and Responsibility for Maintenance Rests with Declarant and/or Lot Owners**

As of the recording of this Subdivision Streets Disclosure Statement the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, have not been approved by the Division of Highways, nor have those streets and rightofway been accepted by the Division of Highways and placed on the State highway system for maintenance by the State of North Carolina (the "State"). As such, the streets are public streets which have not yet been accepted for maintenance by the Division of Highways at the present time, the consequences of which are set forth below.

Declarant has represented, agreed, and promised and hereby certifies that the design of the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, have been approved by the Division of Highways, as being designed in accordance with the

standards for subdivision streets adopted by the Board of Transportation for acceptance on the State highway system.

Declarant has further represented, agreed, and promised that the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, have been or will be constructed by Builder in accordance with the standards for subdivision streets adopted by the Board of Transportation for acceptance on the State highway system, and have been or will be constructed so as to become public streets and approved, accepted, and placed on the State highway system for maintenance by the State.

Declarant has further represented, agreed, and promised that it will exercise its best efforts to cooperate and assist with obtaining approval and acceptance of the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, on the State highway system, and with obtaining approval, acceptance, and placement of the same as public streets on the State highway system for maintenance by the State.

Until such time, if ever, when the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, have been approved and accepted by the Division of Highways as public streets and placed on the State highway system for maintenance by the State, those streets are, at the present time, public streets subject to the maintenance obligations set forth below. Among the consequences of the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, being public streets which have not been accepted by the Division of Highways are the following:

(a) as of the date of this Subdivision Streets Disclosure Statement, the streets and rightofway within the Subdivision have not been determined to be constructed to minimum standards, sufficient to allow their inclusion on the State highway system for maintenance by the State;

(b) the responsibility for maintenance of the streets and rightofway within the Subdivision rests with Declarant until such time as Declarant no longer owns any Lots at which point the responsibility for the maintenance of the private subdivision street shall be with the Owners of the Lots, its successors and/or assigns, until the streets and rightsofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, are placed on the State highway system for maintenance by the State or another municipality;

(c) if Declarant does not fulfill its responsibility for maintenance of the streets while they still own any Lots within the subdivision and rightofway within the Subdivision during the time specified in the preceding

subparagraph (b), costs for maintenance of those streets and rightofway may be incurred by the homeowner's association of the Subdivision, and/ or the owners of the lots and houses within the Subdivision;

(d) unless the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, are placed on the State highway system for maintenance by the State, for so long as any buyer of any lot or house within the Subdivision owns that lot or house, the buyer may or will be subject or obligated to payment of dues, assessments, costs, expenses, or other charges imposed from time to time by the homeowner's association, or otherwise incurred or charged, for maintenance of the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut; and

(e) at no time and under no circumstances (except if Declarant no longer owns any lot in the Subdivision and Builder is a lot owner) will Builder be responsible for maintenance of the streets and rightofway within the Subdivision or any costs relating to such maintenance, and no buyer of any lot or house within the Subdivision shall have any recourse to or remedy from Builder with respect to any such costs.

## **II. NO REPRESENTATIONS BY BUILDER AND NO RESPONSIBILITY OF BUILDER**

As set forth above, until such time, if ever, as the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, are approved and accepted as described above, those streets are public streets which have not yet been accepted for maintenance the Division of Highways, with the consequences described above.

Builder makes no representations to any person or entity, including any prospective buyer of any lot or house within the Subdivision, as to the future status of the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut. In particular, Builder makes no representation that those streets and rightofway will ever receive acceptance by the Division of Highways and be placed on the State highway system for maintenance by the State.

Without limiting the generality of the foregoing, Builder makes no representation or warranty whatsoever as to, and has no responsibility, obligation, or liability for, the design, construction, quality, condition, drainage, maintenance, or any other aspect of the streets and rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut; and Builder neither has nor assumes any responsibility, obligation, or liability for maintenance

of any of the streets or rightofway within the Subdivision, including the streets upon which all lots or houses within the Subdivision front or abut, unless the Declarant no longer owns any lots and Builder is a lot owner.