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Prepared by and return to: Thorp and Clarke

GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

NORTH CAROLINA

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF FOREST CREEK SUBDIVISION**

CUMBERLAND COUNTY

THIS DECLARATION ("Declaration") is made this 24th day of July, 2000, by BUCKHEAD PLAZA, INC., a North Carolina corporation with its principal place of business in Fayetteville, Cumberland County, North Carolina, ("Owner/Developer"), and F. Royal Loyd, Jr. and Thomas L. Bradford, individually of Cumberland County, NC and their heirs, successors and assigns, ("Declarant") and MacPherson Presbyterian Church, by and through its Trustees, William D. Bunce, Joseph A. McArthur and George T. Cade, ("Owners")

RECITALS

NOW, THEREFORE, Declarant and Owner/Developer do hereby publish and declare the real property described on Exhibit "A" attached hereto and the property described in Deed Book 5171, Page 435, Cumberland County Registry, and all improvements located thereon are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, easements, uses, limitations, obligations, and restrictions, all of which are declared and agreed to be in furtherance of a plan for a residential subdivision and shall be deemed to run with the land and shall be a burden and benefit to Declarant and Owner/Developer, their successors and assigns and any person or entity acquiring or owning an interest in the said real estate and improvements, and their grantees, successors, heirs, executors, administrators, devisee and assigns.

**ARTICLE I
DEFINITIONS**

Section 1.1. "Association" shall mean and refer to Forest Creek Homeowners Association, Inc., its successors and assigns.

Section 1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4. "Common Area" shall mean all the streets and open spaces owned by the Association for the common use and enjoyment of the owners and the landscape easements. The

Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All That area shown as "Common Area" on that certain map of Forest Creek, to be recorded in the Office of the Register of Deeds of Cumberland County, North Carolina.

Section 1.5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 1.6. "Owner/Developer" shall mean and refer to Buckhead Plaza, Inc., its successors and assigns.

Section 1.7. "Declarant" shall mean and refer to F. Royal Loyd, Jr. and Thomas L. Bradford, their heirs, successors and assigns.

Section 1.8. "Executive Board" shall mean and refer to the governing body from time to time of the Association as constituted in accordance with this Declaration, the Articles of Incorporation of the Association, and the By-Laws.

Section 1.9. "Declaration" means any instruments, however denominated, which create a condominium, and any amendments to those instruments.

Section 1.10. "Development Rights" means any right or combination of rights reserved by the Declarant or the Owner/Developer in the declaration to add real estate to this Planned Unit Development, to create units, or to withdraw real estate from this Planned Unit Development.

ARTICLE II PROPERTY RIGHTS

Section 2.1. Owner's Easements of Enjoyment. Every 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 and shall be preserved to the perpetual benefit of the owners Association, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been

recorded.

(c) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon. which regulations may further restrict the use of the Common Area.

Section 2.2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 3.2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners of Lots and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than the allocated votes be cast with respect to any Lot.

Class B. Class B members shall be the Owner/Developer and Declarant and shall be entitled to thirty (30) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A membership respectively upon the happening of either of the following events, whichever occurs earlier:

- (a) Neither Declarant or Owner/Developer owns a Lot in Forest Creek Subdivision; or
- (b) on December 31, 2020;

Section 3.3 Period of Declarant and/or Owner/Developer Control: The Executive Board shall be appointed by the Declarant and/or Owner/Developer until the earlier to occur of (1) there are no Class B members as hereinabove defined; or (2) December 31, 2020, at which time the Lot Owners shall elect at least three (3) members of the Board, two (2) of whom must be Lot Owners.

**ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 4.1. Creation of the Lien and Personal Obligation of Assessment. The Declarant and Owner/Developer for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

(c) Special Exemption from Assessment. Excepted from the assessments and lien upon the land is property subject to these restrictive covenants, owned by MacPherson Presbyterian Church; so long as the property is owned by the Church; should MacPherson Presbyterian Church no longer own said property, then and in that event, the property would be subject to all annual assessments, charges and special assessments for capital improvements as contained herein.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvements and maintenance of the Common Area, including, but not limited to maintenance of the entranceway, perimeter fencing and walls, retaining walls, utility expenses, open spaces, landscape buffer area and the landscape easement at the entrance to the subdivision.

Section 4.3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment for Owners of lots shall be \$1,500.00 per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment may be increased each year not more than ten (10%) percent above the assessments of the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment may be increased above ten (10%)

percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of public and private capital improvement upon the Common Area or as required in accordance with the purpose of the assessments as set forth in Section 4.2 above, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

Section 4.5. Taxes and Insurance. The Association shall levy against the Owners equally an amount sufficient to pay the annual cost of liability insurance premiums for such insurance on the Common Area and the amount of ad valorem property taxes and/or special assessments levied by any lawful governmental authority on the Common Area. It shall be the duty of the Association to pay all such premiums and taxes promptly when they shall become due. Upon default by the Owners Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the common areas or assessments for public improvements to the common areas, which default shall continue for a period of six (6) months, each owner of a building site in the development shall become personally obligated to pay to the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by allocating a portion of the total taxes and/or assessments due by a percentage of the tax valuation each office building bears to the total tax valuation. If such sum is not paid by the owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the building site of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law against the owner personally obligated to pay the same or may elect to foreclose the lien against the property of the owner.

Section 4.6. Uniform Rate of Assessment. Both annual and special assessments for all Lots must be collected on an annual basis.

Section 4.7. Date of Commencement of Annual Assessments: Due Dates. The written assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a bonafide purchaser for value and the recordation of the deed. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against such Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid

in pro-rata monthly installments. 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. At the time prescribed for payment of annual dues, members shall be required to submit proof of replacement cost insurance coverage and liability insurance coverage in amount and form acceptable to the Executive Committee.

Section 4.8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

Section 5.1. The Declarant shall establish an Architectural Standards Committee (hereinafter referred to as the "Committee") which shall be composed of no less than one (1) and no more than three (3) members. All of the three (3) members shall be appointed or removed at any time and without cause by the Declarant.

Section 5.2. Approval of Plans. No house shall be constructed, shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or substantial change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Standards Committee. The Architectural Standards Committee shall not unreasonably withhold such approval and the failure of the Architectural Standards Committee to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to the Committee shall constitute a waiver of this requirement by the Committee and such design and location shall be deemed approved.

ARTICLE VI EXTERIOR MAINTENANCE

The Association shall provide for maintenance of the Common Area, including, but not limited

to maintenance of the entranceway, perimeter fencing and walls, retaining walls, open spaces, landscape buffer area and the landscape easement at the entrance to the subdivision. The cost of such maintenance, repairs and replacements shall be paid for out of the assessments provided for in Article IV above. In the event an Owner neglects or otherwise refuses to maintain his or her house and other accouterments in a state of repair consistent with the beauty and welfare of the remaining area, including but not limited to painting of the exterior, then and in that event, the Architectural Control Board may effect such maintenance, repairs or replacement, and the cost of such maintenance, repairs and replacements shall be added to and become a part of the assessment to which such Lot is subject pursuant to Article IV.

ARTICLE VII EASEMENTS

Section 7.1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 or flow of drainage, or which may obstruct or retard the flow of water.

Section 7.2. The Association acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article VI of this Declaration.

Section 7.3. Each owner of a Lot, his family, members, guests and invitees and all persons providing services to the Owners of a Lot in this subdivision shall have the right of ingress, egress and regress over and across the private streets in the subdivision.

ARTICLE VIII

Section 8.1. Land Use and Building Type. No Lot shall be used except for residential purposes. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article V of this Declaration of Covenants, Conditions and Restrictions relating to Architectural Control.

Section 8.2. Building Type. No structure shall be erected, altered, placed or permitted to remain on any single-family building lot other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached private garage for not more than four cars and other outbuildings incidental to residential use of the Lot. Such outbuildings erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal dwelling structure, and they will be erected and placed according to Section 8.4 below.

Section 8.3. Minimum Square Footage. No dwelling shall be erected or allowed to remain

on Lots 1 through 3 and Lots 12 through 28 which shall contain a heated-area, living space of less than 3,500 square feet, or of which not less than 1,750 square feet shall be on the first or ground floor. No dwelling shall be erected or allowed to remain on Lots 4 through 11 which shall contain a heated-area, living space of less than 2,500 square feet, or of which not less than 1,250 square feet shall be on the first or ground floor. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, and porches shall not be counted; however finished living area over garages shall be included.

Section 8.4. Set Back Requirements. All structures erected on designated lots shall conform to the setbacks as shown on the recorded plat for Forest Creek as recorded in Book 102, Page 124, Cumberland County, NC Registry.

Section 8.5. Nuisances. No noxious or offensive action shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8.6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 8.7. Recreational Vehicles. No boat, motor boat, camper, recreational vehicle, trailer or motor home shall be permitted to remain on any Lot for more than seven (7) days unless concealed in a building, garage, or behind fencing or screening approved in writing by the Architectural Committee.

Section 8.8. Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot or upon the Common Area, except that the keeping of not more than two (2) orderly domestic pets (dogs or cats) shall be permitted subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days written notice from the Board of Directors. Such pets shall not be permitted upon the Common Area unless accompanied by an adult and unless carried or leashed. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. No dangerous dogs, including, but not limited to, pit bulls, rottweilers, dobermans and chows shall be permitted on the premises.

Section 8.9. Satellite Dishes and Radio Antennas or Towers. No satellite dish antennas, radio tower or antennas of any nature shall be placed or allowed to remain on said property except for satellite dishes measuring no more than 18 inches in diameter, attached to the rear of the dwelling, so long as said satellite dishes are not visible from the street or streets fronting the house.

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860-1308

Prepared by and return to: F. Stuart Clarke, THORP, CLARKE & NEVILLE, PA
Post Office Box 670, Fayetteville, NC 28302

NORTH CAROLINA
CUMBERLAND COUNTY

**AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
FOREST CREEK SUBDIVISION**

THIS AMENDMENT to Declaration, entered into this the ___ day of September, 2006, by
F. ROYAL LOYD, JR. Hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, F. Royal Loyd, Jr. is the Declarant for Forest Creek. The original Declarations
being recorded in Book 5307, Page 174 and being amended in Book 5664, Page 366, Cumberland
County, NC Registry; and

WHEREAS, Declarant, F. Royal Loyd, Jr., pursuant to ARTICLE XI, Section 11.1, does
hereby amend ARTICLE VIII, Section 8.15 to read as follows:

"Section 8.15. Mailboxes. Only the black aluminum precast mailboxes such as those
initially specified by the Declarant and brick mailboxes as approved by the Architectural Committee
shall be allowed."

In all other respects, the Declaration of Covenants, Conditions and Restrictions of Forest
Creek Subdivision and the First Amendment to same shall apply as originally recorded.

IN WITNESS WHEREOF, the Declarant herein has executed this Second Amendment on

Section 8.9. Clothes Lines. No outside clothes lines or outside clothes drying structures shall be permitted on the premises.

Section 8.10. Signs. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot except "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two (2) square feet in size, shall not extend more than four (4) feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one (1) sign to a property. The Declarant may enter upon any building plot and summarily remove and destroy any signs which do not meet the provisions of this paragraph.

Nothing contained in these Covenants, Conditions and Restrictions shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model house and other structures as the Declarant may deem advisable for development purposes.

Section 8.11. Outdoor Furniture. No furniture generally manufactured as interior furniture or for interior use shall be placed or allowed to remain outside as lawn furniture, nor shall such furniture be placed or allowed to remain outside from any heated space. Such furniture includes, but is not limited to, upholstered furniture or bedding.

Section 8.12. Basketball Goals. No basketball goals of any nature, whether stationary or portable, of regulation size or otherwise, shall be allowed in the street or public right of way. Basketball goals shall be allowed in owners' yards or driveways, provided they are properly maintained in good repair or condition, both aesthetically and structurally, and they must have nets which look new or nearly new. Any permitted basketball goal is subject to approval and control by the Architectural Committee.

Section 8.13. Yard Maintenance. Each owner shall landscape and maintain his yard in a well manicured style, so as to enhance his own as well as his neighbor's homes and lots. Grass should be kept at a reasonably short length, and trees, shrubs and bushes shall be properly pruned and all yards shall be kept free of weeds.

Section 8.14. Trash and Yard Debris. No trash of any kind, whether household or yard debris shall be placed or allowed to remain on said property, except in proper containers provided by the City of Fayetteville, placed where trash is normally picked up, and may only be placed thereon the evening before the day trash is normally picked up. Each Owner shall promptly remove the trash container from the point of pickup, in no case later than the evening of the day the trash was removed.

Section 8.15. Mailboxes. No mailbox of any type or nature shall be permitted on the premises, other than the black aluminum precast mailboxes such as those initially specified by the Declarant. In the event the mailbox is destroyed, damaged or falls into disrepair, the Owner shall replace the mailbox with one of identical make, type and color.

Section 8.16. Above Ground Pools. No above ground swimming pools of any nature, whether permanent or temporary, shall be allowed or permitted on the premises.

Section 8.17. Sidewalks. Each owner of a Lot will be responsible for the installation of a sidewalk paralleling the street fronting each owners' Lot and paralleling the street on a corner lot to the side of each Owners Lot. Installation of a sidewalk as provided hereinabove shall be subject to approval as to plans, design and material by the Declarants and Owner/Developers. The sidewalk shall be installed at the time a house is constructed on each Lot and in no event later than two (2) years from the date of conveyance, whichever period is shorter.

Section 8.18. Junk Vehicles. No automobile or motor vehicle may be dismantled on said property. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on said property.

Section 8.19. Fences. No fences other than the fences constructed by the Declarant and Owner/Developer shall be erected upon the Properties except the rear yard may be fenced with a fence not to exceed six (6) feet in height and subject to the prior approval of the Architectural Committee. No fence shall be erected or allowed to remain upon any numbered lot which is a corner lot closer to the set back (front or side) than the primary dwelling.

Section 8.20. The Declarant and/or Owner/Developer shall have the right, but no obligation, to remove or require the removal of any fence, sign, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any building plot, if the location of the same will, in the sole judgment of the Declarant and/or Owner/Developer, obstruct the vision of a motorist upon any of the access way.

ARTICLE IX INCORPORATION OF APPLICABLE ORDINANCE

Section 9.1. Zero Lot Line Development. It is the intent of the Owner/Developer that some or all of the Properties described herein may be developed as a zero lot line development. The applicable provisions of Chapter 27 of the Fayetteville City Code are incorporated herein by reference.

Section 9.2. Conflicting Provisions. To the extent the provisions of this Declaration conflict with any applicable provisions of the Fayetteville City Code or North Carolina General Statute, the conflicting provisions of the City Code and/or North Carolina General Statute shall control.

ARTICLE X EMINENT DOMAIN

Section 10.1 Taking of a Lot: If a Lot is acquired by eminent domain, or if any part of a Lot is acquired by eminent domain leaving the lot owner with a remnant which may not practically or

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.1. It is understood and agreed, and the present owners and all subsequent Grantees of present owners expressly agree by the acceptance of land within the above described subdivision area that the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

These restrictive covenants may be amended at any time by Declarants, their successors, heirs and assigns, so long as they own any one lot contained in FOREST CREEK, Book of Plats 102, Page 124, Cumberland County Registry.

Section 11.2. Enforcement. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the Homeowners Association or the Architectural Committee to enforce these restrictions as agents of the homeowners, or persons owning real property situated in said development for subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and either to prevent him or them from so doing or to recover damages or other dues or for such violation.

Section 11.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 11.4 These restrictive covenants are submitted and executed in accordance with Appendix B of the Cumberland County Subdivision Ordinance 3-1.3 *et seq.* and Chapter 47A of the North Carolina General Statutes, which are incorporated herein by reference. Where these restrictive covenants are inconsistent with either state law or the County Code, state law or the County Code shall prevail, in that order.

Section 11.5. Invalidity: The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity and; enforceability of the remainder of this Declaration, and in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 11.6. Waiver: No provisions contained in the Declaration shall, be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 11.7. Captions: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

Section 11.8. Conflict of Laws: It is the intent of the Declarant herein that the Buckhead Plaza, Inc. shall comply with the General Statutes of North Carolina. It is the further intent of the Declarant to comply with the Fayetteville City Code. Where a conflict arises between any provision of these Declarations and the Fayetteville City Code, the provisions of the Fayetteville City Code shall prevail. Where a conflict arises between the provisions of the Fayetteville City Code and the North Carolina General Statutes, the North Carolina General Statutes shall prevail.

Section 11.9. Liberal Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a Planned Unit Development. Throughout this Declaration wherever appropriate, the singular shall include the plural and the masculine gender the feminine or neuter as the context permits or requires.

Section 11.7 Private Street Maintenance. Street rights-of-way as shown on the plat hereinbefore referenced, have not been accepted for maintenance by the Fayetteville City Council, it is City Council policy not to accept streets that do not meet public street standards, and are to be maintained by Forest Creek Homeowners Association, Inc..

IN WITNESS WHEREOF Declarant and Owner/Developer has caused this Declaration to be duly executed and sealed this 27 day of July, 2000.

ATTEST:

BUCKHEAD PLAZA, INC.

(Corporate Seal)

By: Thomas L. Bradford
Secretary

By: F. Royal Loyd Jr
President

F. Royal Loyd Jr (Seal)
F. Royal Loyd, Jr., Declarant

Thomas L. Bradford (Seal)
Thomas L. Bradford, Declarant

MACPHERSON PRESBYTERIAN CHURCH

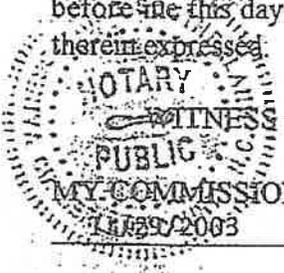
By: William D. Bunce
William D. Bunce, Trustee

By: Joseph A. McArthur
Joseph A. McArthur, Trustee

By: George T. Cade
George T. Cade, Trustee

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Vanessa King Southerland, a Notary Public in and for said County and State, do hereby certify that F. Royal Loyd, Jr. and Thomas L. Bradford did personally appear before me this day and acknowledged the due execution of foregoing document for the purposes therein expressed.



WITNESS My hand and Notarial Seal, this the 24th day of July, 2000
Vanessa King Southerland
NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Vanessa King Southerland, a Notary Public in and for said County and State, do hereby certify that Thomas L. Bradford personally appeared before me this day and acknowledged that he is the Secretary of Buckhead Plaza, Inc., a NC Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in his name by its Secretary President, sealed with its corporate seal and attested by him self as its Secretary.



WITNESS My hand and Notarial Seal, this the 24th day of July, 2000
Vanessa King Southerland
NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Vanessa King Southerland, a Notary Public in and for said County and State, do hereby certify that William D. Bunce, Joseph A. McArthur and George T. Cade, Trustees of MacPherson Presbyterian Church did personally appear before me this day and acknowledged the due execution of foregoing document for the purposes therein expressed.

BK5307PG0188



WITNESS my hand and Notarial Seal, this the 25th day of July, 2000.

Vanessa King Southernland
NOTARY PUBLIC

The foregoing Certificate(s) of Vanessa King Southernland

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

GEORGE E. TATUM REGISTER OF DEEDS FOR CUMBERLAND COUNTY
11. 11. 116

BK5307PG0189

EXHIBIT "A"

Legal description

BEING all of that property more particularly described on plat entitled FOREST CREEK and being duly recorded in Book of Plats 102, Page 124, Cumberland County, NC Registry and the property described in Deed Book 5171, Page 435, Cumberland County, NC Registry.

NORTH CAROLINA)
) AMENDMENT TO DECLARATION OF
) COVENANTS, CONDITIONS AND RESTRICTIONS OF
CUMBERLAND COUNTY) FOREST CREEK SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOREST CREEK SUBDIVISION, entered into this the 16th day of May, 2003, by F. ROYAL LOYD, JR., hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, that by Agreement, F. Royal Loyd, Jr. is successor Declarant of the original Declaration of Covenants, Conditions and Restrictions of Forest Creek Subdivision recorded in Book 5307, Page 174, Cumberland County Registry, and has authority under said Covenants, Conditions and Restrictions of Forest Creek Subdivision to amend said Covenants, Conditions and Restrictions of Forest Creek Subdivision;

NOW THEREFORE, Declarant does hereby amend said Declaration of Covenants, Conditions and Restrictions of Forest Creek Subdivision as follows:

The following language is added to Section 8.1, Land Use and Building Type, under Article VIII:

"No Lot shall be used except for the construction of a single family residence. No Lot shall be used as a means of gaining access to any other property."

In all other respects, the Declaration of Covenants, Conditions and Restrictions of Forest Creek Subdivision shall apply as originally recorded.

IN WITNESS WHEREOF, F. ROYAL LOYD, JR., the Declarant herein has caused this Amendment to Covenants, Conditions and Restrictions of Forest Creek Subdivision to be signed this 16th day of May, 2003


_____(SEAL)
F. Royal Loyd, Jr.

17

11/16/2003

NOTARY PUBLIC



The foregoing Certificate(s) of Dawn F. Carr

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY, Deputy/Assistant - Register of Deeds

Prepared by and return to: F. Stuart Clarke, THORP AND CLARKE
P.O. Box 670, Fayetteville, NC, 28302

03833

NORTH CAROLINA) AMENDMENT TO DECLARATION OF COVENANTS,
CUMBERLAND COUNTY) CONDITIONS AND RESTRICTIONS OF
FOREST CREEK SUBDIVISION

THIS AMENDMENT TO DECLARATION, entered into this the 25th day of January, 2002, by F. ROYAL LOYD, JR. and THOMAS L. BRADFORD hereinafter referred to as "Declarant";

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WITNESSETH:

GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

WHEREAS, F. Royal Loyd, Jr. and Thomas L. Bradford are the Declarant of the original Declaration of Covenants, Conditions and Restrictions for Forest Creek Subdivision recorded in Book 5307, Page 174, Cumberland County Registry; and

NOW THEREFORE, Declarant, pursuant to ARTICLE XI, Section 11.1 does hereby amend said Declarations in pertinent part as follows:

1. By changing the name of the "Declarant" in the first paragraph of said Declaration of said Covenants, Conditions and Restrictions and substituting in lieu thereof its successor declarant as follows:

"F. ROYAL LOYD, JR."

2. Thomas L. Bradford is excluded from any necessary approvals of covenants for any lot that he owns or is the building contractor.

In all other respects, the Declaration of Covenants, Conditions and Restrictions of Forest Creek Subdivision shall apply as originally recorded.

IN WITNESS WHEREOF, the Declarants herein, have caused this Amendment to Declarations to be signed this 25th day of January, 2002.

F. Royal Loyd, Jr. (SEAL)
F. Royal Loyd, Jr.

Thomas L. Bradford (SEAL)
Thomas L. Bradford

17



NORTH CAROLINA
CUMBERLAND COUNTY



I, Dawn F. Carr a Notary Public in and for said County and State, do hereby certify that **F. ROYAL LOYD, JR.** personally appeared before me this day and acknowledged the due execution of the foregoing document for the purposes therein expressed.

WITNESS My hand and Notarial Seal, this the 25th day of January, 2002.

MY COMMISSION EXPIRES:
11/16/2003

Dawn F. Carr
NOTARY PUBLIC

NORTH CAROLINA
CUMBERLAND COUNTY

I, Dawn F. Carr a Notary Public in and for said County and State, do hereby certify that **THOMAS L. BRADFORD** personally appeared before me this day and acknowledged the due execution of the foregoing document for the purposes therein expressed.

WITNESS My hand and Notarial Seal, this the 25th day of January, 2002.

MY COMMISSION EXPIRES:
11/16/2003

Dawn F. Carr
NOTARY PUBLIC



The foregoing Certificate(s) of

Dawn F Carr

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Deputy/Assistant Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, Vanessa King Southerland, a Notary Public in and for said County and State, do hereby certify that **F. ROYAL LOYD, JR.** 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 the 16th day of Feb, 2003.

MY COMMISSION EXPIRES:
11/29/2008

Vanessa King Southerland
NOTARY PUBLIC



The foregoing Certificate(s) of Vanessa King Southerland

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By [Signature] V. HEE WARREN, JR. REGISTER OF DEEDS FOR CUMBERLAND COUNTY, Deputy/Assistant - Register of Deeds

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12- 9-2004 AM 10:54:31
J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

NORTH CAROLINA)
CUMBERLAND COUNTY)
AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF
FOREST CREEK SUBDIVISION

Return to: RL DNP

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOREST CREEK SUBDIVISION is made effective the 25th day of October, 2004 by F. ROYAL LOYD, JR., hereinafter referred to as "Declarant"; CUMBERLAND PARTNERS, LLC and CHARLES R. DONAU and wife SARAR. DONAU (hereinafter "Owners");

WITNESSETH:

WHEREAS, F. ROYAL LOYD, JR., is the successor Declarant of the original Declaration of Covenants, Conditions and Restrictions of Forest Creek Subdivision recorded in Book 5307, Page 174, of the Cumberland County, North Carolina, Registry; said Declaration having been amended in Book 5664, Page 366, Page 6098, Page 96, and Book 6429, Page 729, of the aforesaid Registry (hereinafter as amended, the "Declaration"); and

WHEREAS, the Declaration provides that it may be amended at any time by Declarants, their successors, heirs, and assigns, so long as they own any one lot in Forest Creek; and

WHEREAS, Declarant owns one lot in Forest Creek and desires to amend said Declaration to annex additional properties owned by Owners into the Forest Creek subdivision; to which Owners have consented thereto;

NOW, THEREFORE, pursuant to Articles XI, Section 11.1, Declarant does hereby amend

the Declaration as follows:

1. Lots 29 and 30 as shown on map entitled "Addition to Forest Creek Subdivision" duly recorded in Plat Book 112, Page 112 of the Cumberland County, NC, Registry, owned by Owners are hereby annexed into and added to the Forest Creek Subdivision. The property described on Exhibit A attached hereto and incorporated herein by this reference is owed by Cumberland Partners, LLC, and shall become Lot 31 of the Addition to Forest Creek Subdivision by the recording of a subsequent plat. The Owners of Lots 29, 30 and the property described on Exhibit A (which shall become Lot 31, of the Addition to Forest Creek Subdivision) their successors and assigns, are granted the same easements and rights and made subject to the same obligations and assessments as all other owners of Forest Creek Subdivision as set forth in the Declaration.
2. The restriction of "residential use only" on all Lots in Forest Creek and of prohibiting the use of any Lot as a means of gaining access to any other property shall not apply to the property described on Exhibit B attached hereto and incorporated herein by this reference.

This Amendment shall be construed under the laws, statutes and ordinances of such jurisdiction. The provisions hereof are independent covenants and should any provision or provisions contained in this Amendment be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the parties hereto and by their respective successors and assigns.

IN WITNESS WHEREOF, Declarant and the Owners have caused this Amendment to be signed the day and year first above written.

F. Royal Loyd, Jr. (SEAL)
F. Royal Loyd, Jr.

CUMBERLAND PARTNERS, LLC
By: *Thomas L. Bradford* (SEAL)
Name: Thomas L. Bradford
Title: Member/Manager

Charles R. Donau (SEAL)
Charles R. Donau
Sara R. Donau (SEAL)
Sara R. Donau

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, the undersigned notary public for said County and State do hereby certify that F. ROYAL LOYD, JR., 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 the 25th day of October, 2004.

Vanesa King Siler
Notary Public

My commission expires: 11/29/2008



STATE OF NORTH CAROLINA
COUNTY OF Sampson

I, the undersigned notary public for said County and State do hereby certify that THOMAS L. BRADFORD, Member/Manager of CUMBERLAND PARTNERS, 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 the 28th day of October 2004.

Kay S. Owens
Notary Public

My commission expires: March 21, 2007



STATE OF NORTH CAROLINA
COUNTY OF ~~CUMBERLAND~~
SAMPSON

I, the undersigned notary public for said County and State do hereby certify that CHARLES R. DONAU and wife SARA R. DONAU, 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 the 28th day of October 2004.

Kay S. Owens
Notary Public

My commission expires: March 21, 2007



The foregoing Certificate(s) of Vanessa King Southerland, Kay S. Owens

I am certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
By J. LEE WARREN JR. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Deputy/Assistant - Register of Deeds

EXHIBIT A

LEGAL DESCRIPTION

LOT 31, FOREST CREEK ADDITION

LYING in Cross Creek Township, Fayetteville, Cumberland County, North Carolina this subject parcel being bounded on the south by the northern right of way margin of Northstone Place, a private street, and by Lot 12, Forest Creek, as described and recorded in Plat Book 102, Page 124, Cumberland County Registry;

BOUNDED on the west by Lot 30, Addition to Forest Creek Subdivision as described and recorded in Plat Book 112, Page 112, Cumberland County Registry; bounded on the north by property conveyed to Cumberland Partners, LLC as described and recorded in Deed Book 6510, Page 323, Cumberland County Registry; and bounded on the east by Lots 8 and 9 Bryce Creek as described and recorded in Plat Book 61, Page 64, Cumberland County Registry.

COMMENCING from a pk-nail in the center of the cul-de-sac of the aforementioned Northstone Place, thence North 49 degrees 38 minutes 01 seconds East for a distance of 50.01 feet to an iron rebar in said margin of Northstone Place, said rebar being the southeastern boundary corner of the aforementioned Lot 30 and the point and place of BEGINNING;

THENCE North 49 degrees 38 minutes 54 seconds East for a distance of 215.02 feet with the eastern boundary line of said Lot 30 to an iron rebar;

THENCE South 75 degrees 20 minutes 48 seconds East for a distance of 97.99 feet to an iron rebar in the western boundary line of the aforementioned Bryce Creek lots;

THENCE and with said western boundary lines of Bryce Creek the following bearings and distances:

South 49 degrees 10 minutes 19 seconds West for a distance of 34.02 feet ;

South 37 degrees 28 minutes 58 seconds West for a distance of 34.70 feet ;

South 19 degrees 36 minutes 57 seconds West for a distance of 27.34 feet ;

South 04 degrees 23 minutes 11 seconds East for a distance of 61.87 feet ;

South 07 degrees 54 minutes 02 seconds East for a distance of 64.29 feet to a point;

THENCE, leaving said Bryce Creek boundary line, North 77 degrees 59 minutes 34 seconds West for a distance of 209.98 feet with the northern boundary line of the aforementioned Lot 12 to said margin of Northstone Place;

THENCE along a curve to the left having a radius of 50.01 feet and an arc length of 45.71 feet, being subtended by a chord of North 14 degrees 10 minutes 47 seconds West for a distance of 44.13 feet with said margin to the point and place of BEGINNING;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.72423 acres (31,548 square feet).

This description prepared by Larry King & Associates, R.L.S., P.A. on this 8th day of December, 2004 under the supervision of W. Larry King, a Professional Land Surveyor.

W. Larry King, L-1339

EXHIBIT B

TRACT ONE: BEGINNING at the northeast corner of Lot 11 of Forest Creek as recorded in Plat Book 102, Page 124, in the Cumberland County, North Carolina Registry and running with the eastern line of said Lot 11 South 12 degrees 00 minutes 27 seconds West 15.36 feet to a corner in the northern right-of-way margin of Northstone Place; thence with said right-of-way margin with a curve to the left on a radius of 50.00 feet an arc distance of 71.91 feet (chord South 37 degrees 13 minutes 34 seconds West 65.87 feet) to the southeast corner of said Lot 11; thence a new line North 03 degrees 58 minutes 34 seconds West 6.88 feet to a point; thence continuing on a new line North 12 degrees 00 minutes 27 seconds East 68.34 feet to a point in the northern line of Lot 11; thence with said northern line South 77 degrees 59 minutes 33 seconds East 29.95 feet to the point of BEGINNING. Containing 840 square feet (0.019 acres, more or less). And being the eastern tip of Lot 11 of Forest Creek as recorded in Plat Book 102, Page 124 in the Cumberland County, North Carolina, Registry.

TRACT TWO: BEGINNING at the northeasternmost corner of Lot 11 of Forest Creek as recorded in Plat Book 102, Page 124 of the Cumberland County, North Carolina, Registry, and running South 77 degrees 59 minutes 33 seconds East 70.05 feet to a point in the northern line of Lot 12; thence on a new line with a curve to the right on a radius of 50.00 feet an arc distance of 32.95 feet (chord South 30 degrees 53 minutes 08 seconds West 32.26 feet) to a point in the existing northern right-of-way margin of Northstone Place; thence with said right of way margin a curve to the left on a radius of 50.00 feet arc distance of 66.23 feet (chord North 63 degrees 37 minutes 42 seconds West 61.50 feet) to a corner of Lot 11; thence with the eastern line of Lot 11 North 12 degrees 00 minutes 27 seconds East 15.36 feet to the Point of Beginning. Containing 1,145 square feet (0.026 acres more or less).

(N.P SEAL) 044804

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9-13-2006 AM 10:22:27
J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

Prepared by and return to: F. Stuart Clarke, THORP, CLARKE & NEVILLE, PA
Post Office Box 670, Fayetteville, NC 28302

NORTH CAROLINA
CUMBERLAND COUNTY

**AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
FOREST CREEK SUBDIVISION**

THIS AMENDMENT to Declaration, entered into this the 17th day of September, 2006, by
F. ROYAL LOYD, JR. Hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, F. Royal Loyd, Jr. is the Declarant for Forest Creek. The original Declarations
being recorded in Book 5307, Page 174 and being amended in Book 5664, Page 366, Cumberland
County, NC Registry; and

WHEREAS, Declarant, F. Royal Loyd, Jr., pursuant to ARTICLE XI, Section 11.1, does
hereby amend ARTICLE VIII, Section 8.15 to read as follows:

"Section 8.15. Mailboxes. Only the black aluminum precast mailboxes such as those
initially specified by the Declarant and brick mailboxes as approved by the Architectural Committee
shall be allowed."

In all other respects, the Declaration of Covenants, Conditions and Restrictions of Forest
Creek Subdivision and the First Amendment to same shall apply as originally recorded.

IN WITNESS WHEREOF, the Declarant herein has executed this Second Amendment on

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BK 7360PG621

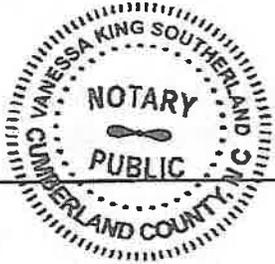
the day and year first above written.

F. Royal Loyd, Jr. (Seal)
F. Royal Loyd, Jr., Declarant

NORTH CAROLINA
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: F. Royal Loyd, Jr., Declarant.

This the 11th day of September, 2006.



Vanessa King Souterland
Official Signature of Notary
My Commission Expires: 11/29/2008

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0160

BK 8161 PG 0160

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED May 28, 2009
AT 02:31:00 pm
BOOK 08161
START PAGE 0160
END PAGE 0161
INSTRUMENT # 19672
RECORDING \$17.00
EXCISE TAX (None)
DJ

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF FOREST CREEK SUBDIVISION

Prepared by/return to:
Rebecca F. Person, Esq.
P.O. Box 53606
Fayetteville, NC 28305

THIS AMENDMENT TO DECLARATION OF COVENANTS is made and entered into this 27th day of May, 2009 by F. Royal Loyd, Jr., hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant executed and caused to be recorded a certain "Declaration of Covenants, Conditions and Restrictions of Forest Creek Subdivision" in Book 5307, Page 174 Cumberland County, NC, Registry (hereinafter the "Declaration"), the terms of which are incorporated herein by this reference; and

WHEREAS, Declarant, by virtue of the Declaration and the Amendment to Declaration of Covenants, Conditions and Restrictions of Forest Creek Subdivision recorded in Book 5664, Page 366, has the right to amend the Declaration as long as Declarant owns a lot in said subdivision; and

WHEREAS, Declarant still owns at least one lot in said subdivision; and

WHEREAS, the Declaration provides that the setbacks for the lots in the subdivision are as shown on the recorded plat(s); and said plat(s) reflect a rear setback of 35'; and

WHEREAS, the owner of Lot 24 of Forest Creek subdivision has requested that the rear setback for Lot 24 be changed to 15'; to which Declarant has agreed;

NOW, THEREFORE, in consideration of the premises, the Declarant, hereby expressly

declares that the rear setback for Lot 24 of Forest Creek Subdivision as shown on plat recorded in Plat Book 102, Page 124 be and is hereby changed to fifteen (15) feet.

IN WITNESS WHERE, Declarant has set its hand and seal the day and year first above written.

F. Royal Loyd Jr.
F. Royal Loyd, Jr.

NORTH CAROLINA
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: F. Royal Loyd, Jr.

Date: May 27, 2009

Carol L. Park
Notary Public

Carol L. Park
Printed or Typed Name of Notary Public



My Commission Expires: Aug. 2, 2012

(N.P. SEAL)

**AMENDED AND RESTATED BY-LAWS
OF
FOREST CREEK HOMEOWNERS ASSOCIATION, INC**

**Article I
PURPOSE AND OBJECTIVES**

The purpose of the Corporation shall be the management of a Homeowner's Association for the Forest Creek subdivision, including but not limited to the maintenance for the landscaping of Lots.

**Article II
OFFICES**

Section 1. PRINCIPAL OFFICE: The principal office of the Corporation shall be located at the residence of the person holding the office of President of the Corporation.

Section 2. REGISTERED OFFICE: The registered office of the Corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office. Until otherwise changed by the Board of Directors, the registered office shall be 115 North McPherson Street, Fayetteville, Cumberland County, North Carolina, 28303.

**Article III
BOARD OF DIRECTORS**

Section 1. GENERAL POWERS: The business and affairs of the Corporation shall be managed by the Board of Directors.

Section 2. NUMBER, TERM AND QUALIFICATION: The affairs of the Association shall be managed by a Board of at least three (3) Directors. Each Director shall hold office for a term of five (5) years, or until his or her death, resignation, incapacity to act, or removal. A Director is eligible for re-election immediately upon completion of the five (5) year term.

Section 3. ELECTION OF DIRECTORS: The Directors shall be elected at the annual meeting of the Association. Those persons who receive the highest number of votes shall be deemed to have been elected. In the event any vacancy shall occur because of death, resignation, incapacity to act, or removal of a Director, the members shall within a reasonable time fill the vacancy.

Section 4. REMOVAL: Directors may be removed from office with cause by a vote of three-fifths (3/5) majority of the members of the Association. If any Directors are so removed, new Directors may be elected at the same meeting.

Section 5. VACANCIES: A vacancy occurring in the Board of Directors shall be filled by a majority of the members of the Association.

Section 6. COMPENSATION: The members of the Board of Directors may not be compensated for their services in fulfilling their duties to the corporation; however, they may be reimbursed for expenses directly related to carrying out their duties as a Director.

Section 7. INDEMNIFICATION OF DIRECTORS AND OFFICERS: Each present and former Director and officer of the Corporation shall be indemnified by the Corporation against expenses reasonably incurred by him or her in connection with any threatened, pending, or completed action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been an officer or Director of the Corporation (whether or not he or she continues in that capacity at the time of incurring such expenses), except in disputes between himself or herself and the Corporation; and in those events, he or she shall be entitled to indemnification should a court of competent jurisdiction find the Corporation to be at fault. The foregoing right of the indemnification shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of other rights to which any Director or officer may be entitled as a matter of law.

Section 8. SPECIAL COMMITTEES: The President may, at any time, appoint committees on any subject for which there are no standing committees, or terminate any standing committee which does not serve any purpose. Each committee shall consist of at least one (1) Director.

Section 9. COMMITTEE QUORUM: A majority of any committee of the Corporation shall constitute a quorum for the transaction of business, unless any committee shall by majority vote of its entire membership decide otherwise.

Article IV MEETINGS OF THE DIRECTORS

Section 1. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held as needed, but no less than annually.

Section 2. ANNUAL MEETINGS: The annual meeting of the Board of Directors shall be held for the purpose of electing officers of the Corporation and for the transaction of such other business as may be properly brought before the meeting.

Section 3. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called at any time by an officer of the Corporation, on or at such place as shall be designated in the notice of the meeting agreed upon by a majority of the Directors entitled to vote thereat. Unless otherwise prohibited by law, special meetings may be conducted via email or other electronic means.

Section 4. NOTICE OF MEETINGS: Written or printed notice stating the time and place of the meeting shall be delivered not less than five or more than fifty days before the date thereof, either personally or by mail or email, by or at the direction of each President, Secretary or other person calling the meeting, to each member of record entitled to vote at such meeting. In case of an annual or substitute meeting, the notice of meeting need not specifically state the business to be transacted. In case of a special meeting, the notice of meeting shall not necessarily state the purpose or purposes for which the meeting is called.

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

Section 5. QUORUM: A majority of the duly elected or appointed and qualified Directors of the Corporation shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of the Directors present at any meeting, whether or not a quorum is present, may adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall attend.

Section 6. MANNER OF ACTING: Except as otherwise provided in this Section, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 7. INFORMAL ACTION BY DIRECTORS: Action taken by a majority of the Directors without meeting is nevertheless Board action if written consent to the action in question is signed by all the Directors and filed with the Minutes of the proceedings of the Board, whether done before or after the action is so taken.

Article V OFFICERS

Section 1. NUMBER: The Corporation shall have a President, Secretary, Treasurer and such other officers as the members may from time to time elect. Any two (2) or more offices may be held by the same person, except the office of President and Secretary. However, no officer may act in more than one capacity where the action of two (2) or more offices is required.

Section 2. ELECTION AND TERM: The officers of the Corporation shall be elected by the Board of Directors. Such elections may be held at any regular or special meeting of the membership. Each officer shall hold office for one (1) year, or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified, unless otherwise specified by the members. The members may fill any vacancy in any office occurring for whatever reason.

Section 3. REMOVAL: Any officer or agent elected or appointed by the members may be removed by the members with cause, except that in the case of the President, he shall not be removed by less than a three-fourths (3/4) majority of the members.

Section 4. PRESIDENT: The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the members and the Board of Directors. Subject to the direction and control of the Board of Directors, he shall have general charge and authority over the business of the corporation. He shall make reports of the business of the Corporation for the preceding fiscal year to the Directors at each annual meeting. He shall sign with any other proper officer any deeds, mortgages, bonds, contracts, or other instrument which may be lawfully executed on behalf of the Corporation, except where the signing and execution thereof shall be delegated by the Board of Directors to some other office or agent. In general, he shall perform all duties as may be prescribed by the Board of Directors from time to time, including the appointment of various committees from the membership in order to carry out the business of the Corporation as approved by the Board of Directors.

Section 5. VICE-PRESIDENT: The Vice-President shall perform the duties of the President in his absence or during his inability to act. The Vice-President (or Vice-Presidents) shall have such other duties and powers as may be assigned to or vested in them by the Board of Directors.

Section 6. SECRETARY: The Secretary shall keep accurate records of the acts and proceedings of all meetings of Association members and Directors. He shall give all notices required by law and by these by-laws. He shall have general charge of all corporate books and records and of the corporate seal, and he shall affix the corporate seal to any lawfully executed instrument requiring it. He shall then sign such instruments as may require his signature, and in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned to him from time to time by the President, or by the Board of Directors.

Section 7. TREASURER: The Treasurer shall have custody of all funds and securities belonging to the Corporation and shall receive, deposit or disburse the same under the direction of the Board of Directors. The Board of Directors may appoint a custodian or a depository for any such funds and securities and may designate those persons upon whose signature or authority such fund and securities may be disbursed or transferred. He shall keep full and accurate accounts of the finances of the Corporation in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year within four (4) months after the end of such fiscal year. The Treasurer shall, in general, perform all duties incident to this office and such other duties as may be assigned to him from time to time by the President or the Board of Directors.

Article VI MEMBERS

Section 1. This Corporation shall be a nonprofit Corporation organized and existing under all laws of the State of North Carolina, being governed by a Board of Directors as set forth in Article III of the By-Laws, and shall be with voting members.

Section 2. Any person owning a lot in Forest Creek Subdivision will be a member of the Corporation.

Section 3. ANNUAL MEETING: There shall be an annual meeting of the members of this Corporation to hear the annual report of the Corporation and to transact other business in accordance with the decision of the Board of Directors. Unless otherwise determined by the Board of Directors, the annual meeting of members shall be held at a time and place designated by the President of the Corporation; provided, however, that should said day fall upon a legal holiday, then any such meeting shall be held at the same time and place to be determined by the Board of Directors. Notice of the annual meeting shall be given to all members of the Board of Directors and members of the Corporation. The notice required by this Section shall in all respects comply with the notice required by Article IV, Section 4 of these By-Laws for notice to members of the Board of Directors in case of a special meeting of said Board.

Section 4. SPECIAL MEETINGS: Special meetings of the Association members may be called at any time by an officer of the Corporation, on or at such place as shall be designated in the notice of the meeting by such officer. Unless otherwise prohibited by law, special meetings may be conducted via email or other electronic means. The notice required by this Section shall in all respects comply with the notice required by Article IV, Section 4 of these By-Laws for notice to members of the Board of Directors in case of a special meeting of said Board.

Article VII
CONTRACTS, LOANS, DEPOSITS, AND MISCELLANEOUS PROVISIONS

Section 1. CONTRACTS: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. LOANS: No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the members. Such authorization may be general or confined to specific instances.

Section 3. CHECKS AND DRAFTS: All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. DEPOSITS: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors shall direct.

Section 5. FISCAL YEAR: Unless otherwise ordered by the Board of Directors, the fiscal year of the Corporation shall be from January 1 through December 31 of each calendar year.

Section 6. AMENDMENTS: Except as otherwise provided herein, these By-Laws may be amended or replaced and new By-Laws may be adopted by the affirmative vote of three-fifths (3/5) of the members at any regular or special meeting of members.

Section 7. SEAL: The corporate seal of the Corporation shall consist of two concentric circles between which in the name of the Corporation and in the center of which is inscribed "Seal".

Article IX
PROHIBITED ACTIVITIES

Other provisions of these By-Laws notwithstanding, the Corporation shall not engage in any act of self-dealing as defined in Section 4941, Subdivision (d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal excise law; nor retain any excessive business holdings as defined in Section 4943, Subdivision (c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws; nor make any investment in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945, Subdivision (d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income impose by Section 4942 of the Internal Revenue Code of 1954, or the corresponding provisions of any subsequent federal tax laws.

Article X
501 (c)(3) REQUIREMENTS

Section 1. EARNINGS: No part of the net earnings of the Corporation shall incur to the benefit of, or be distributable to its members, Directors, officers, or others private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in the Articles hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of a candidate for public office.

Section 1. EXEMPT FUNDS: Notwithstanding any other provisions of these Articles, this Corporation shall not carry on any other activities not permitted to be carried on by (a) Corporation exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code of 1954 or the corresponding provisions of any future United States Internal Revenue Law or (b) Corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code of 1954 or any other corresponding provisions of any future United States Internal Revenue Law.

Section 2. DISSOLUTION: Upon the dissolution of the Corporation, the Board of Directors shall, after paying and making provisions for payment of all the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c)(3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such asset not so disposed of shall be disposed of by the Superior Court of the country in which the principal office of the Corporation is then located exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN TESTIMONY WHEREOF, the undersigned have set their hands and seals this the _____
Day of _____, 2016.

President of Forest Creek HOA

Secretary of Forest Creek HOA