

NEIGHBORHOOD DECLARATION FOR **PRESTLEIGH**

Prepared by and Return To:
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Submitted electronically by AWMORRIS LAW, PLLC in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

**NEIGHBORHOOD DECLARATION
FOR
PRESTLEIGH**

This Neighborhood Declaration is made on the date hereinafter set forth by Preserve at Jones Dairy LLC, a North Carolina limited liability company, hereinafter referred to as the “Declarant”. The Declarant states and declares as follows:

A. The Declarant is the owner of those Townhome Lots and Townhome Common Areas exclusively serving the Townhome Lots located in Wake County, North Carolina, described in **Exhibit A** attached hereto and incorporated herein (the “Townhome Property”). The Townhome Property is a portion of that planned community known as “Prestleigh” (the “Master Community”).

B. The Declarant previously caused to be recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Prestleigh as recorded in Book [INSERT], Page [INSERT], Wake County Registry (the “Master Declaration”). The terms and provisions of the Master Declaration apply to the Townhome Property.

C. Section 11.9 of the Master Declaration provides that the Declarant, acting in its sole and absolute discretion, shall have the right during the Declarant Control Period to establish separately developed residential Neighborhoods within the Master Community, designate Limited Common Area for the exclusive use of these Neighborhoods, and subject every Lot situated within a designated Neighborhood to additional covenants, conditions, restrictions and assessments in a Supplemental Declaration.

D. Declarant intends to subdivide the Townhome Property into residential Townhome Lots, Townhome Common Areas exclusively serving the Townhome Lots, and public rights-of-way, and to establish the Townhome Property as a separately developed residential Neighborhood and planned community within the Master Community to be known as Prestleigh (the “Townhome Community”), designate the Townhome Common Areas within the Townhome Property as Limited Common Areas for the exclusive use of the Townhome Lots, and impose on the Townhome Property additional covenants, conditions and restrictions to protect and to promote the beneficial ownership, use and enjoyment of all Townhome Lots located within the Townhome Community, the terms of which shall supplement the covenants, conditions and restrictions of the Master Declaration.

THEREFORE, pursuant to Chapter 47F of the North Carolina General Statutes (the "Planned Community Act"), Declarant hereby executes this Neighborhood Declaration to create Prestleigh Townhomes, a North Carolina planned Community, and declares that henceforth all of the Townhome Property shall be designated as a separately developed residential Neighborhood within the Master Community, all of the Townhome Common Areas located within the Townhome Property shall be designated as Limited Common Areas for the exclusive use of the Townhome Lots, and all of the Townhome Property shall be held and owned subject to the following terms, provisions, covenants, conditions and restrictions, which shall run with the Townhome Property and which shall be binding upon all owners of any portion of the Townhome Property and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns. This Neighborhood Declaration shall constitute a Neighborhood Declaration to the Master Declaration pursuant to Section 11.9 of the Master Declaration.

Article I. Application of the North Carolina Planned Community Act.

The terms and provisions of Chapter 47F of the North Carolina General Statutes, as the same shall be amended from time to time, shall apply to the Townhome Community.

Article II. Definitions.

The definitions set forth in N.C.G.S. § 47F-1-103 and the Master Declaration shall apply to this Neighborhood Declaration and are incorporated herein, except that the terms listed below shall have the specific meanings stated:

"Association" shall mean Prestleigh Community Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

"Governing Documents" shall mean, collectively, the Master Declaration, this Neighborhood Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations, as the same may be amended from time to time.

"Master Declaration" shall mean that Declaration of Covenants, Conditions, Restrictions and Easements for Prestleigh as recorded in Book [INSERT] Page [INSERT], Wake County Registry.

"Neighborhood Declaration" shall mean this Neighborhood Declaration for Prestleigh, and any amendments hereto or restatements hereof.

"Owner" shall mean and refer to an owner of record of a fee simple interest in any Townhome Lot, including contract sellers, but excluding those having an interest only as security for the performance of an obligation. There may be more than one Owner of any single Townhome Lot.

"Recorded Document" shall mean any document, including any map or plat of survey, recorded at the Office of the Register of Deeds of Wake County, North Carolina.

"Rules & Regulations" shall mean the initial rules and regulations for use and occupancy of the Townhome Lots and the Townhome Common Area set forth pursuant to the Master Declaration.

"Townhome Building" shall mean any building comprising residences located upon Townhome Lots.

"Townhome Common Area" shall mean all property, and any improvements thereon, wherever located, owned or leased by the Association or subjected to an easement or license in favor of the

Association for the common use and enjoyment of Owners of Townhome Lots. Townhome Common Area shall include all water and sewer lines serving more than one Townhome Lot and located outside any public rights-of-way or utility easements. Townhome Common Area shall include any drainage easements, stormwater pipes, detention and retention facilities serving more than one Townhome Lot and not accepted by any governmental authority for maintenance.

“Townhome Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Townhome Community or the minimum standards established pursuant to the architectural guidelines under the Master Declaration, Rules and Regulations, and Board resolutions, whichever is the higher standard. Declarant shall initially establish such standard, which may involve both objective and subjective elements. The Townhome Community-Wide Standard shall evolve as the Townhome Community evolves.

“Townhome Lot” shall mean any separate parcel of land within the Townhome Community designated for construction and maintenance of a townhome residence and designated for separate ownership or occupancy and residential use.

“Townhome Limited Common Area” shall mean a portion of the Townhome Common Area reserved for the exclusive use of one or more, but less than all, of the Townhome Lots.

Article III. Architecture and Landscaping. No structure or thing, including but not limited to fences, shall be placed, erected, or installed upon or adjacent to any Townhome Lot and no improvements or other work (including staking, clearing, excavation, grading, and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place on such Townhome Lot except pursuant to approval and in compliance with the Master Declaration.

Article IV. Maintenance and Repair

4.1 Association Responsibility. The Association shall be responsible for the repair, replacement and maintenance of the following: (a) all landscaped rights-of-way and all entry features; (b) all roads, streets, entranceways and cul-de-sacs in the Townhome Community, unless such roads, streets, entranceways and cul-de-sacs are maintained by some governing authority; (c) all Common Areas, and all landscaping, paving, streets, structures and improvements of any nature located thereon; (d) all ponds, streams and culverts located on the Property which serve as part of any Stormwater Control Facilities; (e) all private utility systems and foundation drainage systems located outside the exterior walls of a Townhome Building, Townhome Lot, and/or within the Common Areas; (f) any common irrigation system installed by Declarant serving the Common Areas and the Townhome Lots; (g) all retaining walls constructed on Townhome Lots, and (h) all exteriors of each Townhome Lot and Townhome Building, which is subject to assessment hereunder, including, but not limited to, exterior building surfaces, roofs, gutters, downspouts, trees, shrubs, grass, and walks. Such exterior maintenance shall not, however, include screens and screen doors, exterior doors, exterior glass surfaces, windows, window, door, and light fixtures and other related hardware, and any Limited Common Elements (including, but not limited to, patios, decks and porches) serving a single Townhome Unit; however, notwithstanding the foregoing, the Association shall be responsible for the painting of exterior doors and windows. Additionally, the Association shall not be responsible for the repair, replacement and maintenance following any loss that would be covered by a standard HO-3 homeowners insurance policy (regardless if the Owner actually has said policy, or whether their insurer elects to extend coverage under said policy), in which case the Owner shall be responsible for any repair, replacement or maintenance.

In order to enable the Association to accomplish the foregoing, a perpetual easement in gross over all the Townhome Lots, Townhome Buildings and Common Areas is hereby granted to the Association for the purpose of unobstructed access over and upon each Townhome Lot, Townhome Building and Common Areas at all reasonable times to perform maintenance as provided in this Article. The Owner of any Townhome Lot may, at his or her election, plant harmonious trees, shrubs, flowers and grass in his or her rear yard and maintain portions or all of his or her rear yard, provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the Townhome Lots and Townhome Buildings and its other repair, replacement and maintenance obligations hereunder. No such maintenance by an Owner shall reduce any assessments payable by him or her to the Association. If, in the opinion of the Association, any such Owner fails to maintain his or her rear yard in a neat and orderly manner, the Association may revoke the Owner's maintenance rights for a period of not more than one year. In the event that the need for maintenance or repair by the Association pursuant to this subsection is caused through the willful or negligent act of any Owner, his or her family, guests, invitees or delegates, the cost of such maintenance and repair shall be assessed against the Townhome Lot(s) of such Owner(s) as a Specific Assessment, and may be collected by the Association as provided in Article IX of the Master Declaration.

4.2 Owner's Responsibility. Except as provided in subsection 6.1 above, each Owner shall maintain for the routine cleanliness and general upkeep of his or her Townhome Lot, including without limitation, the repair, replacement and maintenance of the following: (a) all landscaped areas within the boundaries of the Townhome Lot installed by someone other than the Declarant or the Builder, including, without limitation any harmonious trees, shrubs, flowers and grass planted by an Owner in his or her yard (b) any Limited Common Elements (including, but not limited to, patios, decks and porches) serving a single Townhome Lot; (c) screens and screen doors, exterior doors, exterior glass surfaces, windows, window fixtures and other related hardware, except for the painting of exterior doors and windows, which shall be an Association responsibility. All fixtures and equipment installed with a Townhome Lot commencing at a point where the utility lines, pipes, wires, conduits or systems are within the Townhome Lot's exterior walls, including within any courtyards, shall be maintained and kept in repair by its Owner. An Owner shall not do anything that will impair the structural soundness or integrity of another Lot or Townhome Lot, nor impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other Lots, Townhome Lots, or their Owners. Nothing shall be done in any Townhome Lot or in, on or to the Common Areas that will impair the structural integrity of the Property or will structurally change any Townhome Building of which a Townhome Lot is a part, except as is otherwise provided in this Declaration. In no event shall interior walls or partitions contributing to the support of any Townhome Lot, Townhome Building or Common Areas be altered or removed.

4.3 Association's Right to Perform Owner's Responsibility. If any Owner or occupant of a Townhome Lot fails to perform any of the duties or responsibilities set forth in this Article, then the Association or Declarant may give such person written notice of such failure and such person must within ten (10) days after receiving such notice (which notice shall be deemed to have been received upon deposit in any official depository of the United States mail, addresses to the party to whom it is intended to be delivered at that party's current address as shown by the records of the Association, and sent by certified mail, return receipt requested), perform the care and maintenance required or otherwise perform the duties and responsibilities of such Owner. Should any such person fail to fulfill this duty and responsibility within such period, then Declarant or the Association, acting through its authorized agent or agents, shall have the right and power to enter onto the Townhome Lot in question and perform such care and maintenance without ant liability for damages for wrongful entry, trespass or otherwise at any person. All Owner(s) of a Townhome Lot on which such work is performed shall be liable for the cost of such work together with interest on the amounts expended by the Association or Declarant in performing such work computed at the rate of twelve percent (12.00%) per annum from the date(s) such amounts are expended until repaid to the Association or Declarant, as the case may be, and for all costs and expenses

incurred in seeking the compliance of such Owner with his or her duties and responsibilities hereunder, and shall reimburse the Association or Declarant, as the case may be, on demand for such costs and expense (including interest as above provided). If such Owner shall fail to reimburse the Association or Declarant, as the case may be, within thirty (30) days after mailing to such Owner of a statement for such costs and expenses incurred by the Association or Declarant, the Association may charge a Specific Assessment for such amounts against the Townhome Lot of such Owner(s), and proceed to collect such Specific Assessment as provided in Article IX below.

4.4 Party Walls. Each wall which is built as a part of the original construction of a Townhome Building upon the Townhome Property and placed on a boundary line between Townhome Lots, and all reconstruction or extension of such walls, shall constitute party walls. Except as provided in this Article, the general rules of law regarding party walls, lateral support in below-grade construction and liability for property damage due to negligence or willful acts or omissions shall apply to party walls on the Townhome Property. The following rules and principles shall also apply to the party walls:

4.4.1 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall or benefit therefrom in proportion to such use and benefit.

4.4.2 Construction and Reconstruction of Party Wall. The Owner of any Townhome Lot may construct, reconstruct, or extend a party wall in any direction (subject to and within the limitation of architectural control and other limitation of the Master Declaration or this Neighborhood Declaration) with the right to go upon the adjoining Townhome Lot to the extent necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Townhome Lot to as near the same condition as prevailed before the commencement of such construction as is reasonably practicable.

4.4.3 Weatherproofing. Notwithstanding any other provision of this Section, an Owner who, by his or her negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

4.4.5 Certification by Adjoining Townhome Lot Owner that No Contribution is Due. If any Owner desires to sell his or her Townhome Lot, he may, in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in this Article, request of the adjoining Owner a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining Owner to make such certification immediately upon request and without charges; provided, however, that where the adjoining Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

4.4.6 Dispute Resolution. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Bound Party covenants and agrees to use good faith efforts to resolve their Claims using the procedures set forth in Section 12.4 of this Neighborhood Declaration.

4.5 Cost of Maintenance. All costs of the Association in maintaining Townhome Common Area and Townhome Buildings and in meeting its responsibilities pursuant to this Article shall be Townhome Common Expenses.

Article V. Insurance.

5.1. Association's Responsibility.

5.1.1 The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available.

a. Blanket property insurance for all insurable improvements on the Townhome Common Area to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. All property insurance policies the Association obtains shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes. The Association shall be deemed trustee of all Members' interests in all insurance proceeds paid to the Association under any such policies and shall have full power to receive and to deal with such proceeds. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, except as otherwise provided in this Section.

b. Commercial general liability insurance on the Townhome Common Area and on the portions of the Townhome Buildings for which the Association is responsible for maintaining. Coverage shall include, without limitation, liability for personal injuries and activities in connection with the ownership, operation, maintenance, and other use of the Townhome Common Area. The Board shall use its business judgment in deciding upon per occurrence limits for such coverage and shall consider any applicable secondary mortgage guidelines relating to such coverage. The liability insurance shall name, as separately protected insureds, Declarant, any property manager, the Association, the Board, the officers of the Association, and their respective representatives, members, agents, and employees with respect to any liability arising out of the maintenance or use of the Townhome Common Area.

c. Workers' compensation insurance and employers' liability insurance, if and to the extent required by law.

d. Directors' and officers' liability coverage.

e. Commercial crime insurance, including fidelity insurance covering all persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-quarter of the annual Base Assessments on all Townhome Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

f. Such additional insurance as the Board, in its business judgment determines advisable.

5.1.2 Premiums for all insurance shall be Common Expenses assessed only against the Neighborhood unless the Board reasonably determines that other treatment of the premiums is more appropriate. The Association shall include such premiums in the assessments it levies. The Board shall review the limits of all Association insurance policies at least once a year and shall adjust the policy limits as the Board deems necessary or appropriate.

5.1.3 The Association shall arrange for a periodic review of the sufficiency of its insurance coverage by one or more qualified persons, at least one of whom must be familiar with replacement costs in the Wake County area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

5.1.4 The policies may provide for a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense assessed only against the Neighborhood in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Townhome Lots as a Specific Assessment pursuant to Article IX of the Master Declaration.

5.1.5 All insurance coverage obtained by the Board shall:

a. be written with a company authorized to do business in North Carolina which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate and carries a Best rating of AA or better;

b. be written in the name of the Association as trustee for the benefited parties. (policies on the Townhome Common Areas shall be for the benefit of the Association and its Members);

c. not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

d. contain an inflation guard endorsement;

e. include an agreed amount endorsement, if the policy contains a coinsurance clause;

f. provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's membership in the Association or interest in the Townhome Common Area as a Member in the Association (provided, this provision shall not be construed as giving any Owner any interest in the Townhome Common Area other than that of a Member);

g. include an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer conditioning recovery on account of an act or omission of any one or more Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

h. include an endorsement precluding the insurer from denying a claim by an Owner or conditioning recovery under the policy based upon or due to the negligent acts or omissions of the Association or any other Owner.

5.1.6 In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners (as a class) as additional insureds for claims arising in connection with the ownership, existence, use or management of the Townhome Common Area and provide:

- a. a waiver of subrogation as to any claims against the Association's board of directors, officers, employees and its manager, or the Owners and their tenants, servants, agents and guests;
- b. a waiver of the insurer's rights to repair and reconstruct instead of paying cash; and
- c. an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification or non-renewal

5.2 Owner's Responsibility.

5.2.1 Each Owner of a Townhome Lot shall be responsible for obtaining and maintaining at all times insurance at their own expense covering all portions of the Owner's Townhome Lot, including structures and improvements on the Townhome Lot and Owner's personal property. In addition, to the extent not insured by policies of the Association or the extent insurable losses result in the payment of deductibles under the Association's policies, every Owner shall obtain and maintain at all times insurance covering consequential damages to any other Townhome Lot or the Townhome Common Area due to occurrences originating with the Owner's Townhome Lot and caused by the Owner's negligence, the Owner's failure to maintain the Owner's Townhome Lot or any other casualty within the Townhome Lot, which caused damage to any other Townhome Lot or Townhome Common Area. Additionally, each Owner of a Townhome Lot may, at their option, obtain insurance at their own expense to cover their personal liability, and to provide such other coverage as they may desire

5.2.2 At the Association's request, Owners shall file a copy of each individual policy or policies covering their Townhome Lot and personal property with the Board within ten (10) days after receiving such request. Such Owner shall promptly notify the Association in writing in the event such policy is canceled.

5.2.3 Upon resolution of the Board and at least sixty (60) days' prior written notice to each Owner, the Association may, but shall not be required to, obtain as a Common Expense applicable to the Townhomes, a blanket insurance policy providing property insurance coverage for all structure on Townhome Lots (exclusive of improvements made by Owners). In such event, the Owners shall be relieved of their insurance responsibility hereunder to the extent the Association assumes such responsibility. Following such an assumption of insurance responsibility, the Association may at any time, upon not less than thirty (30) days' written notice to each Owner, discontinue such blanket insurance coverage, and in such event, each Owner shall immediately obtain in his or her own name and at his or her own expense the insurance coverage for such Owner's Townhome Lot required hereunder.

5.2.4 In the event of damage or destruction to a Townhome Lot, the Owner shall have sixty (60) days to complete any necessary repairs or reconstruction. The Owner shall pay any costs that are not covered by insurance proceeds.

Article XVI. Miscellaneous

16.1 Parties Bound. All persons and entities acquiring any interest in any of the Townhome Lots, including but not limited to lessees, shall be bound by the provisions of this Neighborhood Declaration. All guests and invitees of such persons and entities, and any other occupants of any of the Townhome Lots, shall likewise be bound.

16.2 Duration. The provisions of this Neighborhood Declaration shall run with and bind the Property perpetually, unless and until the Townhome Community is terminated pursuant to N.C.G.S. Section 47F-2-118.

16.3 Amendment. Except as provided in the Master Declaration, this Neighborhood Declaration may be amended only by a written instrument executed by the Association and authorized by the affirmative vote of at least sixty-seven percent (67%) of all Townhome Lots, cast in person or by proxy at a meeting held in accordance with the Bylaws of the Association. Any amendment must be recorded to be effective.

16.4 Enforcement. Subject to the provisions of Article XII above, Declarant, any Owner and/or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and obligations imposed by this Neighborhood Declaration. Subject to the provisions of Article XII above, Declarant, the Association or any Townhome Lot Owner may bring any action necessary to enjoin any violation or breach of the provisions of this Neighborhood Declaration. Declarant, the Association and/or any Owner shall be entitled to recover reasonable attorney's fees incurred in bringing and prosecuting such action from the breaching or violating Owner(s).

16.5 Failure to Enforce Not a Waiver. The failure to enforce any right, reservation, covenant or restriction contained in this Neighborhood Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter.

16.6 Assignment by Declarant. Any or all of the rights, powers, easements, functions and obligations reserved or given to Declarant in this Neighborhood Declaration may be assigned to the Association, and the Association shall accept and assume responsibility for any or all such rights, powers, easements, functions and obligations when requested by Declarant. Any such assignments or transfer shall be made by a Recorded Document, executed by both Declarant and the Association, and the Association shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Declarant. Declarant, but not the Association, shall thereupon be released from such obligations and duties.

16.7 Notice of Sale, Lease or Acquisition. In the event an Owner sells or leases such Owner's Townhome Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sales or lease, the name of the purchaser or lessee of the Townhome Lot and such other information as the Association may reasonably require. Upon acquisition of a Townhome Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the board may reasonably require.

16.8 Variances. Notwithstanding anything to the contrary contained herein, Declarant and/or the Association or its designee shall be authorized to grant individual variances from any of the provisions of this Neighborhood Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if Declarant or the Association determine that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Townhome Community.

16.9 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions of this Neighborhood Declaration, which shall remain in full force and effect.

16.10 Captions. The captions herein are inserted only as a matter of convenience and for reference, and shall not be construed to define, limit or describe the scope of any provision of this Neighborhood Declaration.

16.11 Law Controlling. This Neighborhood Declaration shall be construed and governed pursuant to the laws of North Carolina.

16.12 References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provision.

16.13 Conflicts. In the event of any conflict between the Master Declaration and this Neighborhood Declaration or other Governing Documents, the terms of the Master Declaration shall control.

SIGNATURE FOLLOWS ON NEXT PAGE

IN WITNESS WHEREOF, Preserve at Jones Dairy LLC, as the Declarant hereunder, has caused this instrument to be executed all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

Preserve at Jones Dairy LLC,
a North Carolina limited liability company, Declarant

By: [Signature]

Name: Steven Macko

Its: Manager

STATE OF North Carolina
COUNTY OF Wake

I, J. Kenneth Edwards, a Notary Public of the County and State aforesaid, certify that Steven Macko personally appeared before me this day and acknowledged that s/he is Manager of Preserve at Jones Dairy LLC, a North Carolina limited liability company, and that a/he, being duly authorized to do so, executed the foregoing for and on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 21st day of December, 2023

NOTARY SEAL



[Signature]
Signature of Notary Public
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

BEING ALL OF LOTS 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 430, 431, 432, 433, 434, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, & 479, PRESTLEIGH PHASE 1 - TOWNHOMES, TOGETHER WITH ALL PUBLIC AND PRIVATE RIGHT OF WAYS, OPEN SPACE AREAS, STORMWATER CONTROL MEASURES AND OTHER REAL PROPERTY OF WHATEVER NATURE, WITH THE EXCEPTION OF AREAS DESIGNATED AS FUTURE DEVELOPMENT, ALL AS SHOWN ON PLATS ENTITLED "PRESTLEIGH PHASE 1 - TOWNHOMES, FKA PRESERVE AT JONES DAIRY-CENTRAL", DATED JULY 25, 2023, AND REVISED NOVEMBER 14, 2023, RECORDED IN BOOK OF MAPS 2023, PAGES 2193-2195, WAKE COUNTY REGISTRY.