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Prepared by & Return to:
Barringer Sasser, LLP
P.O. Box 5566
Cary, NC 27512

Index in the Grantor Index under:

MacGregor Villas Homeowners Association, and all of the undersigned MacGregor Villas Lot Owners

**AMENDED & RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
for
MACGREGOR VILLAS**

(more formally known as MACGREGOR VILLAS, Blocks Two, Three, Four, & Five,
Lots 1 through 13, all as depicted in Books of Maps:
1972, Page 441; 1977, Page 682;
1978, Pages 141, 146, 555 & 1560; and 1979, Page 772,
all in the Wake County, North Carolina Registry)

**THIS DOCUMENT REGULATES OR PROHIBITS
THE DISPLAY OF POLITICAL SIGNS.**

THIS AMENDED & RESTATED DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS for MACGREGOR VILLAS HOMEOWNERS ASSOCIATION ("this Declaration") is made and executed by the President, Secretary and Board of Directors of MacGregor Villas Homeowners Association, Inc. ("MVHOA"), and by all of the undersigned "MacGregor Villas Lot Owners" (also described as MacGregor Villas, Block Two, Lots 1, 2, 3, 4; MacGregor Villas, Block Three, Lots 5, 6, 7, 8; and MacGregor Villas, Block Four, Lots 9,

10, 11; and MacGregor Villas, Block Five, Lots 12 and 13). This Declaration is being recorded by MVHOA as the owner of all of the Common Areas in and around MacGregor Villas. Accordingly, all of the undersigned hereby request that both MVHOA and all of the said MacGregor Villas Lot Owners be listed in the Grantor Index with the Wake County Registry of Deeds.

This Master Declaration has been adopted and approved pursuant to the terms and conditions of and is hereby set forth pursuant to Chapter 47F of the North Carolina General Statutes (known as the North Carolina Planned Community Act).

I. PURPOSE OF THIS DECLARATION:

1.1 Purpose

The undersigned desire to consolidate and restate the following “Recorded Legal Documents” in this Declaration, and to effectuate, implement and enforce this Declaration under the terms and conditions of the most recent duly adopted bylaws, rules, regulations and/or resolutions now or hereafter adopted by the MVHOA Board of Directors, as defined herein:

1. Declaration of Intention to Submit Property to the Provisions of Chapter 47A of the North Carolina General Statutes, as recorded in Book 2123, Page 623, Wake County, North Carolina Registry.
2. Amended Declaration of MacGregor Villas Condominium Association – A Declaration of Intention to Submit Property to the Provisions of Chapter 47A of the North Carolina General Statutes, as recorded in Book 2187, Page 449, of the Wake County, North Carolina Registry.
3. Declaration of Covenants, Conditions and Restrictions for MacGregor Villas, Block Two recorded in Book of Maps 1977, Page 682, as recorded in Book 2551, Page 554, Wake County, North Carolina Registry.
4. Amendment to the said Declaration of Covenants, Conditions and Restrictions of MacGregor Villas , as recorded in Book 2833, Page 396, Wake County, North Carolina Registry.
5. Amendment to the said Declaration of Covenants, Conditions and Restrictions of MacGregor Villas as recorded in Book 2971, Page 614, Wake County, North Carolina Registry.

Further, and for the sake of completeness, all or most of the previously recorded “Maps” applicable to MacGregor Villas are incorporated herein by reference as follows:

1. MacGregor Villas Block 1, as recorded in Book of Maps 1972, Page 441.

2. Block Two, MacGregor Villas, MacGregor Downs Inc. – Owner, A Portion of MacGregor Downs, Cary, NC, as recorded in Book of Maps 1977, Page 682, Wake County Registry.
3. Block Two MacGregor Villas, as recorded in Book of Maps 1978 Pg. 141, Wake County Registry.
4. Block Three MacGregor Villas, as recorded in Book of Maps 1978, Page 146, Wake County Registry.
5. Block Four MacGregor Villas, as recorded in Book of Maps 1978, Page 555, Wake County Registry.
6. MacGregor Villas, as recorded in Book of Maps 1978, Page 1560, Wake County Registry.
7. Block Five, MacGregor Villas, as recorded in Book of Maps 1979, Page 772, Wake County Registry.

1.2 Enforceability

The covenants, conditions and restrictions contained in this Declaration shall be and are enforceable as equitable servitudes, shall benefit and burden all of MacGregor Villas, and shall run with the title to all real property and/or land which previously, now or hereafter is submitted to or annexed under the said MVHOA and/or the said North Carolina Planned Community Act.

1.3 Controlling Law

Finally, all of MacGregor Villas shall be governed by this Declaration and by the said pertinent North Carolina Statutes. To the extent that any term, condition or provision of this Declaration does not apply to either the said Homes, or if any term, condition or provision of this Declaration conflicts with the said North Carolina Statutes, then the said North Carolina Planned Community Act (Chapter 47F) shall govern and control with regard to MacGregor Villas.

II. OTHER DEFINITIONS:

The terms used herein shall have the following definitions or meanings unless in conflict with the said North Carolina Statutes:

(a) “Additional Land”- The real property which had not yet been submitted to the provisions of the Act, but which may hereafter be added in whole or in part to MacGregor Villas; provided, however, that at the time of adopting and recording this Declaration, there is no Additional Land available or anticipated for expansion of MacGregor Villas.

(b) “Association” - The nonprofit corporation know as MacGregor Villas Homeowners Association, Inc., created under the laws of the State of North Carolina, to manage the business and affairs of MacGregor Villas in accordance with this Declaration, and the most recent duly adopted bylaws, rules, regulations and/or resolutions now or hereafter adopted by the Board of Directors.

(c) “Board of Directors” - The Owners elected from year to year by the Owners in MacGregor Villas and thereafter duly serving as members of the Board of Directors of the said Association to oversee and direct the management of the Association under the terms and provisions of the North Carolina Statutes, this Declaration and the most recent duly adopted bylaws, rules, regulations and/or resolutions now or hereafter adopted by the Board of Directors. This said Board of Directors shall be comprised of a total of no less than Three (3) and no more than Five (5) Board members each year.

(d) Board vacancies may be temporarily filled by the Board of Directors by a majority vote of the Board. Any Board vacancy that is temporarily filled by Board action shall be subject to an Owner’s vote at the next regular Owner’s meeting of the Association for the then unexpired term of any such Board vacancy.

(e) “Bylaws” – The duly adopted Bylaws of the Association which outline how the Association and Board of Directors are governed.

(f) “Common Areas” – All real property owned by the Association for the common use and enjoyment of all members of the Association.

(g) “Common Expenses” - All expenditures lawfully made or incurred by or on behalf of the Association by the said Board of Directors, together with all funds lawfully assessed for the creation and/or maintenance of all reserve funds.

(h) “Declarant” – Intentionally Deleted since MacGregor Villas is fully developed, and no property is owned by any Declarant.

(i) “Majority” - More than fifty percent (50%) of the voting rights in MacGregor Villas.

(j) “Home” – a single-family residence in MacGregor Villas.

(k) “Lot” – Any plot or parcel of land shown upon any recorded subdivision or other Map of the properties on which such plot appears, with the exception of the Common Areas.

(l) “Party Wall” – Any wall, including the foundation wall, separating two or more adjoining attached Units, and that is located substantially along a shared lot line dividing the

Lots/Units.

- (m) “Unit” – The Home structure built and existing within any said Lot.

III. DESCRIPTION OF MACGREGOR VILLAS:

3.1 Description of Real Property

The real property on which all buildings and improvements that comprise MacGregor Villas are located is in the Town of Cary, County of Wake, State of North Carolina, and is more particularly described as MacGregor Villas, Block Two, Lots 1, 2, 3, 4; MacGregor Villas, Block Three, Lots 5, 6, 7, 8; and MacGregor Villas, Block Four, Lots 9, 10, 11; and MacGregor Villas, Block Five, Lots 12 and 13, as depicted on all of the said Maps referenced in Section 1.1 herein.

3.2 Description of Units and Party Walls

(a) The boundary lines of each Unit are the exterior surfaces of its perimeter walls and the centerline of any common or party wall dividing each Unit from its adjoining attached Unit in the same block, and more specifically are depicted on the said Maps referenced in Section 1.1 herein.

(b) The cost of reasonable repair, replacement, and maintenance of a Party Wall shall be shared by the Owners of the adjoining Units/Lots who make use of the Party Wall in equal proportions. If the Owner of either one of the Units which share the Party Wall undertakes reasonable repair, replacement, or maintenance of a Party Wall (Owner A), the other Owner (B) shall contribute equally to the cost of such repair, replacement, or maintenance. If any such Owner B fails to reimburse Owner A for such repairs, replacement, and/or maintenance within thirty (30) days after the date of a written demand is presented to any such Owner B (supported by appropriate invoices, paid receipts, lien waivers and/or similar documentation), then any such Owner A who performed such repair, replacement and/or maintenance shall be entitled to pursue any action in law or in equity to enforce its rights.

(c) No Party Wall shall be materially altered or changed. No Owner shall have the right to destroy, remove, or make any structural changes to a Party Wall which would jeopardize the structural improvements in or on any Unit sharing the Party Wall or on the Lots on which such Units are constructed. No Owner shall subject a Party Wall to the insertion or placement of timbers, beams, or other materials in such a way as to adversely affect the Party Wall's structural integrity or sound insulating qualities. No Owner shall subject a Party Wall to any use which in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the Owner of the adjacent Unit. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and damages as a result of failure to do so, to the extent that such damage is not covered and paid by insurance.

(d) If a Party Wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, the Owner of either Unit which shares the Party Wall may restore it, and if the other Owner thereafter makes use of the Party Wall, such other Owner shall have a personal obligation to contribute to the cost of restoration thereof in equal proportions without prejudice, however, subject to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. Consistent with all other provisions of Section 3.2 herein, if an Owner fails to reimburse the Owner who performed restoration within thirty (30) days after the date of written demand accompanied by invoices showing the cost incurred by the Owner performing such restoration, then the Owner who performed such restoration shall be entitled to pursue any legal or equitable rights available.

(e) Notwithstanding anything to the contrary contained in this Declaration, if the need for maintenance, repair, restoration, and/or reconstruction of a Party Wall is caused by the act or omission of any Owner, any member of such Owner's family, or by a tenant, guest, or invitee of such Owner, the costs of the necessary maintenance, repair, restoration, and/or reconstruction shall be the personal obligation of such Owner. Consistent with all other provisions of Section 3.2 herein, if an Owner fails to reimburse the Owner of the adjacent Unit which shares the Party Wall who incurs the cost for such maintenance, repair, restoration, and/or construction within thirty (30) days after the date of written demand accompanied by invoices showing the cost incurred by the Owner performing such maintenance, repair, restoration and/or reconstruction, then the Owner who performed such maintenance, repair, restoration, and/or reconstruction shall be entitled to pursue any legal or equitable rights available.

(f) 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.

3.3 Description of Common Areas

The Common Areas shall mean all real property and improvements not contained within any Home or Lot, including, but not by way of limitation, walkways, gardens, natural or undisturbed and/or recreational areas which are now or hereafter contained with the real property which is submitted to said North Carolina Statutes, by the Recorded Legal Documents and/or by this Declaration or any subsequent amendment thereto, all installations of power, lights, gas, water existing for common use, and all other parts of the real property described herein necessary to the existence, maintenance, and safety of MacGregor Villas or normally in common use, and all areas and facilities designated as Common Areas in the North Carolina Statutes, the recorded legal documents, the Maps and/or this Declaration.

IV. PURPOSE AND USE OF MACGREGOR VILLAS COMMUNITY:

4.1 Purpose of Homes; Parking

The purpose of each Home is to provide residential housing and parking for Lot owners,

their respective families, tenants and guests. Each Lot owner shall be allotted two parking spaces per Unit, for the primary (but not exclusive) purpose of serving each such Unit, and which shall be located in the driveway area immediately in front of and adjacent to the exterior plane of the garage doors and/or carport for each Home. All other parking spaces shall be shared equally by all Owners.

4.2 Use of Home Lots and Common Areas

The Home Lots and Common Areas shall only be occupied and used as follows:

(a) Restrictions on Commercial Activity. No commercial business shall be permitted within any Home Lot. Provided, however, that, an Owner or occupant residing in a Home on a Lot may conduct commercial or business activities within the dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residential dwelling; (ii) the business activity conforms to and complies with all zoning and land usage rules, ordinances and/or requirements for MacGregor Villas; (iii) the business activity does not involve regular visitation to the Lot by clients, customers, suppliers, or other business invitees and/or does not include any door-to-door solicitation of residents of MacGregor Villas; and (iv) the business activity is consistent with the residential character of MacGregor Villas and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of MacGregor Villas, as may be determined in the sole but reasonable discretion of the MVHOA Board of Directors. The terms “business” and “trade,” as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether or not: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. The leasing of a Home shall not be considered a business or trade within the meaning of this subsection.

(b) Obstruction of Common Areas. There shall be no obstruction of the Common Areas, including no parking of individual Owner’s vehicles on any Common Area for more than forty-eight (48) hours, and no parking, storing and/or abandonment of any inoperable or disabled vehicle on any Common Area for more than twenty-four (24) hours.

(c) Insurance Rate. Nothing shall be done or kept in any Lot and/or in the Common Areas which shall increase the rate of insurance on the Common Areas without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in such Owner’s Lot and/or in the Common Areas which will result in the cancellation of insurance on any Lot and/or any part of the Common Areas, or which would be in violation of any law, statute, or ordinance.

(d) Authority to Adopt Reasonable Regulations. The Board of Directors hereby is authorized to adopt reasonable rules, regulations or resolutions for the use of any Common Areas,

and to prescribe and enforce financial or monetary penalties for any violation thereof. After any such adoption, the Board shall furnish all such rules, regulations or resolutions in writing to the owners of all Lots, who shall be bound thereby, whether by actual or constructive notice thereof. In addition, the said Board hereby further is authorized to enact and enforce reasonable rules, regulations and/or resolutions governing the installation and/or presentation of any signs, flags, pennants or wall hangings.

(e) Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit, Lot and/or in or on the Common Areas; except that dogs, cats, or other household pets may be kept in Homes or Lots, subject to any animal control laws or regulations adopted by the said Town of Cary.

(f) Prohibited Activity. No noxious, dangerous, or offensive activity shall be carried on or in any Unit, Lot and/or in or on the Common Areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(g) Alteration of Common Area. Nothing shall be altered, or constructed in, or removed from the Common Areas, except with the prior written consent of the Board of Directors after at least thirty (30) days advance written notice or request to the Board.

(h) Visible Outdoor Equipment Installation. No Owner shall install, attach, or hang, or allow to be installed, attached, or hung, any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air conditioning Units or any other like equipment, or wiring in or across any exterior portion of any Home, Lot and/or in the Common Areas, except as approved in writing by the Board of Directors. All radios, televisions, electrical equipment, or appliances or any kind or nature and the wiring therefor, installed or used in a Home shall fully comply with all rules, regulations, ordinances, FCC regulations or other requirements of all federal, state and local public authorities having jurisdiction thereof.

(i) Vehicles, Trailers, and Boats. No vehicle or trailer without a current North Carolina inspection and/or license plate, vehicle over 7,500 pounds (empty weight), camper, RV, motor home or bus shall be parked by an Owner overnight on any driveway/Lot except in an enclosed garage or an open carport. If a Unit has neither a carport nor a garage, then this enclosed parking requirement shall not apply, provided, however that any such vehicle or trailer shall be maintained and kept in good repair. Guests of an owner may park such a vehicle for a period not to exceed seven (7) days in a calendar year. No automobile(s), other vehicles, motorcycle(s), golf cart(s), or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage or in an open carport. If a Unit has neither a carport nor a garage, then this shall not apply, however the Unit Owner shall take all necessary measures to complete the repair in a timely manner and return such vehicle to its customary location. A pleasure boat on its trailer may be parked on the driveway for a 24-hour period for washing, packing for an upcoming outing, repairs and/or painting, but then shall be returned to its customary storage area. Boats or other vehicles that need extended repairs are not to be placed "on blocks" or stands except in an enclosed area. Boats are not to be stored on any driveway or Lot in high wind situations (i.e., impending hurricanes,

tornadoes, bad storms, high wind gust situations, etc.).

(j) Flatbed Trailers and Utility Vehicles. No flatbed trailer, rental trailers, or similar utility vehicle shall be parked overnight on any driveway or Lot except in an enclosed garage and/or open carport. Trailers may be parked on the driveway from dawn to dusk to complete whatever task(s) can be finished within this time frame, but then any such trailer or utility vehicle shall be returned to its usual and customary garage or carport storage area. If a Unit has no garage or open carport, then this paragraph shall not apply.

(k) Compliance. Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations, or requirements of any governmental agency or authority with respect to the occupancy and use of such Lot and with any such rule, regulation or resolution promulgated or adopted from time to time by the Board of Directors.

(l) Allowable/Prohibited Structure; Construction Time & Activity:

- (i) Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot other than: (i) a single, one family dwelling not to exceed two (2) stories in height and not to exceed 35 feet measured from average ground elevation (which may include separate living quarters for one or more members of the owners' family or relative); (ii) a private garage which may, only in any area above any Home garage, contain living quarters for occupancy by household employees or caregivers for a Lot occupant, provided that the same are constructed in line with general architectural design and construction standards used in the dwelling itself. Each dwelling shall contain a minimum of One Thousand Five Hundred heated square feet (1,500 HSF).
- (ii) Construction, Approval and Deposits. No construction of any kind, including the clearing and grading of any Lot which is or becomes undeveloped or has to be voluntarily or involuntarily redeveloped by an Owner, or the building of any wall, fence, landscaping, berm or hedge which serves as a fence or privacy-inducing structure, ornamentation, or other structure or improvements of any nature (including driveway(s), sidewalk(s) or other landscaping hardscape(s), shall be erected, placed or altered on any Lot until: (i) the construction plans and specifications and a plan showing the location of the structure and landscaping have been approved in writing by the Board of Directors; and, (ii) the owner of said Lot(s) shall have deposited with the Association a deposit to defray the costs of repair of any Common Areas in the minimum amount of \$25,000 for home construction, expansion, and/or reconstruction, and a minimum of \$10,000 for any other improvements, or such higher or lower amount as the Association, acting through the Board of Directors, may determine in their sole but reasonable discretion. Consistent with Section 4 (l)(vii)

hereinbelow, if no such Common Area repairs are necessary after the completion of any such construction or reconstruction, in the sole but reasonable discretion of the said Board, then the deposit shall be refunded.

- (iii) Approval for Outdoor Improvements. As provided in Article IX of that certain Declaration of Covenants, Conditions and Restrictions for MacGregor Villas ("Initial MVHOA CCRs"), Block Two, Book of Maps 1977, Page 682, Wake County Registry, and with such Initial MVHOA CCRs having been recorded in Book 2551, Page 554, Wake County Registry, on October 7, 1977: "[n]o site preparation or initial construction, erection, or installation of any improvements, including, but not limited to, residences, outbuildings, fences, walls, screens (whether by plants or structures) and other structures, shall be undertaken upon the Lots unless the plans and specifications therefor, showing the nature, kind, shape, height, materials, and location of the proposed improvements shall have been submitted to the Association acting through its Board of Directors and expressly approved in writing. No substantial subsequent alteration or modification of any existing structural or exterior improvements nor construction, erection, or installation of additional improvements may be undertaken on any of the Lots without prior review and express written approval of the Board of Directors of the Association. Any material alterations to approved construction or other plans must be resubmitted to the Board of Directors for approval. Such exterior improvements do not include landscaping and outdoor improvements."
- (iv) Unreasonable Obstruction of Views. In general, the construction or planting of fences, walls, screens and other structures will not be permitted if in the reasonable opinion of the Association Board of Directors, such construction or planting constitutes an unreasonable obstruction of the view of another owner.
- (v) Approval Timeline. In the event that the Association Board of Directors, as the case may be, fails to approve or disapprove the site or design of any proposed improvements within sixty (60) days after plans and specifications therefor have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Association if they contain erroneous data or fail to present adequate information upon which the Association, as the case may be, can arrive at a decision.
- (vi) Right of Inspection. The Association shall have the right, at its election, but shall not be required, to enter upon any of the Lots during site preparation or construction, erection, or installation of improvements to inspect and to

confirm that the work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

- (vii) Construction Timeline, Vehicles and Deposit. Once construction or reconstruction of a Home or other improvement is started on any Lot, the improvements must be substantially completed in accordance with the approved plans and specifications within twelve (12) months after commencement. Construction activity shall be confined within the boundaries of each Lot. Construction equipment shall not be permitted to be parked or stored in Common Areas or on common property. There shall be no more than four (4) construction vehicles parked at any time on Common Areas. Any Lot Owners who need major "Construction Vehicles" ("Construction Vehicles" are any vehicles and equipment necessary for residential construction and modification, such as bulldozers, excavators, backhoes, graders, and other similar machines) and/or any Construction Vehicles weighing more than 10,000 pounds, shall first be required to pay to the Association a deposit to defray the costs of repair of any Common Areas in the minimum amount of \$10,000 in case repairs to the MacGregor Villas common areas or driveway(s) are required. If no such repairs are necessary after the completion of any such construction or reconstruction, in the sole but reasonable discretion of the said Board, then the deposit shall be refunded.

- (viii) Owner Responsible for Construction Damage. Each owner shall be responsible for any damage done to any streets, roadways, access ways, Common Areas, or property of other owners within MacGregor Villas which may be caused by any owner, his agents, employees, guests, licensees or invitees during construction and at any other time. The Association shall have the right to assess any owner for such damage and such charge shall be an assessment against the owner and the Lot and shall be subject to collection as any other regular assessment.

(m) Temporary Structures as Residences Prohibited. No structure of a temporary character, trailer, basement, tent, shack, garage, carport, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, nor shall any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly and which is designed to be disassembled and relocated be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of any manufactured home as defined in North Carolina General Statutes § 143-145 and any structure for which a "Label of Compliance" is issued, as defined in the said statute, including but not limited to those structures which are generally referred to as mobile homes, trailers, relocatable homes, or similar type structures on the property

(n) Allowed/Prohibited Architectural Elements:

- (i) Driveway Materials. All driveways erected, constructed or altered on any Lot may only consist of concrete, as is present in MacGregor Villas as of the execution and recording of this Declaration. Similarly, all roofs erected, constructed, or altered on any Lot may only consist of and be constructed with materials and colors consistent with those previously used in MacGregor Villas.
- (ii) Exterior Walls and Materials. All exterior walls must be of natural wood or siding, cement board (such as Hardi plank), or other similar material in the same color and style as is present in MacGregor Villas as of the execution and recording of this Declaration. The permitted materials for all exterior walls and/or covering the exterior of any Home may be “board & batten” siding, so long as it is harmonious and consistent with the materials and exterior facades previously used in MacGregor Villas. If, on the date of the execution of this Declaration, a Home has a different exterior than those listed in this section, the Lot Owner may continue to maintain, repair, and modify the existing exterior walls in the current style.
- (iii) Garbage and Recycling. Garbage cans and recycling bins must be kept in a containment area out of sight of the street and out of view of any other Lot. The placement of containers shall be approved by the Board of Directors and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction. The Association reserves the right for themselves and their successors and assigns, to contract for garbage collection services for each Lot in MacGregor Villas, and each Lot owner shall be responsible for the payment of such garbage services to the company providing the same, or the Association may make such a common expense.
- (iv) Exterior Materials. Intentionally Added to Section N.(ii) hereinabove.
- (v) Exterior Paint. Any and all exterior paint shall be in beige/“greige”/light brown, as is consistent with the color as of the execution and recording of this Declaration.

(o) Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any Lot and shall be kept in sanitary containers approved by the Board of Directors and/or by the Town of Cary. All equipment for the storage prior to disposal of such material shall be kept in a clean and

sanitary condition.

(p) Lot Maintenance. Every owner shall well maintain his Lot. No accumulation of rubbish or debris shall be permitted. Each owner of an unbuilt Lot shall clear his Lot of underbrush at least one time each year. If owners do not so clear their lot, the Association shall have the authority to clear any such Lot of underbrush and separately assess the cost to the owner of the Lot cleared. The Association shall have the right to assess any owner for such work and such charge shall be an assessment against the owner and the Lot and shall be subject to collection as any other regular assessment.

(q) Mailboxes. By accepting a deed to any subject property, each owner consents to use only the group or set of mailboxes already existing in MacGregor Villas. The Board of Directors shall maintain the structural integrity of the said set of mailboxes.

(r) Signs. Advertising of any kind is not permitted. Professionally prepared "for sale," "for rent" and political campaign signs shall not exceed four (4) square feet in size. Although approval by the Board is not required prior to the display of such signs, the Board may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under this Declaration. A valid easement shall exist on any Lot for such removal by the Board or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon a Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction.

(s) Clotheslines. Exterior clotheslines are not permitted.

(t) Prohibitions & Limitations on Rentals. Lot Owners in MacGregor Villas may lease, rent or license the use and occupancy of their lot or dwelling unit for any period of at least thirty (30) consecutive nights, provided however, that any such longer term tenant shall be bound by the applicable restrictions contained in this Declaration, by rules and regulations enacted by the Association, by any existing and/or future reasonable restrictions on such rentals as may be adopted by the said Board of Directors, and by any applicable federal, state, or local governmental law and/or ordinance. By acceptance and recording of a deed for any Home, each Lot Owner empowers the Association Board of Directors, or its designated officer, as his attorney in fact, to bring a proceeding in summary ejectment to remove any tenant who is in violation of the provisions of this Declaration, the By-Laws, the lease between the Lot Owner and the said tenant, and/or any said rules, restrictions or regulations adopted by the MVHOA Board of Directors.

More specifically, short-term rentals, herein defined as rentals for a duration of less than thirty (30) consecutive nights, are prohibited. This short-term rental prohibition includes but is not limited to rentals facilitated through online platforms or services such as Airbnb, VRBO, and/or any similar services. Any MVHOA owner found in violation of this covenant shall be subject to a fine of \$250 per day for each day the violation occurs, in addition to any legal fees incurred by the HOA to enforce this provision. The MVHOA Board of Directors reserves the right

to pursue any legal or equitable remedies available under North Carolina law and/or this Declaration to enforce this restriction. The Board of Directors may, at its sole discretion, grant exceptions to this restriction under specific circumstances, provided any such exceptions are requested and granted in electronic or paper writing, with appropriate documentation, and are subject to terms and conditions determined by the Board.

V. GOVERNING BODY:

The single governing body of MacGregor Villas shall be the Association, which shall be controlled by the said Board of Directors. Each Owner of a Lot shall be a member of the Association and each Lot shall be entitled to cast one (1) vote on all matters that are brought before the Association general membership.

VI. MAINTENANCE, ALTERATION, AND IMPROVEMENT:

6.1 Responsibilities of Board of Directors

The maintenance, replacement, and repair of the Common Areas shall be the responsibility of the Board of Directors and the cost thereof shall be a general common expense. All incidental damages caused to a Lot by the maintenance, replacement, and/or repair of any Common Area, or any utility services, shall be repaired promptly at the expense of the Association. In addition, the said Board of Directors shall provide reasonable care and maintenance of the plantings and landscaping within the Common Areas of MacGregor Villas, including the maintenance of vegetation that are endangering the homes of the Lot Owners. MVHOA shall be responsible for the replacement of the roofs, gutters, exterior paint, driveways, stone walls, bricks, and retaining walls. MVHOA shall be responsible for resolving and/or remedying any drainage issues that are not caused by the actions of an individual Lot Owner.

Any lawncare other than or in addition to that provided by the Association shall be provided by the individual Home Lot Owner.

6.2 Responsibilities of Owners

Subject to the maintenance, replacement, repair and lawn care responsibilities specified in Section 6.1 hereinabove, the Lot Owners shall have the responsibility to maintain, repair, replace, and keep in a clean and sanitary condition, at the Lot owner's expense, all portions of the Home Lot, except any portions to be maintained, repaired, and replaced by the said Board of Directors. Specifically, Lot Owners shall be responsible for the maintenance, repair and replacement of the siding, garage doors, windows, and doors. Additionally, Lot Owners shall be responsible for minor, cosmetic roof repairs, to the extent such damage requiring repair is due to weather, Acts of God, and/or normal wear and tear.

VII. INSURANCE:

7.1 Responsibility for Maintaining Insurance

The Board of Directors shall obtain and maintain at all times insurance coverage to carry out the purposes of this Declaration with respect to the Common Areas of MacGregor Villas. Such coverage shall be of the type and kind as provided herein and shall include insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other properties similar to MacGregor Villas in construction, design, and use. The Board of Directors shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

(a) Exclusive authority to adjust losses shall be vested in the said Board of Directors as the insurance trustee;

(b) The insurance coverage shall not be brought into contribution with insurance purchased by individual Unit and/or Lot owners or their respective mortgagees;

(c) Each Unit or Lot Owner shall obtain additional insurance coverage at the cost and expense of such Owner;

(d) The insurer waives its right of subrogation as to any claims against each Unit or Lot owner;

(e) The insurance coverage cannot be canceled, invalidated, or suspended because of the conduct of any one or more individual Unit owners or their respective lessees, employees, agents, contractors, and guests;

(f) The insurance coverage cannot be canceled, invalidated, suspended because of the conduct of any director, officer or employee of the Association, or the Board of Directors or their agents, employees, or contractors, without prior demand in writing that the Board of Directors cure the defect and then only if the defect is not cured within fifteen (15) days.

7.2 Casualty Insurance. Intentionally Deleted.

7.3 Public Liability Insurance

The Board of Directors shall obtain and maintain a policy or policies of insurance insuring the Board of Directors and its employees, including any manager, the MacGregor Villas HOA, the Lot owners and their respective lessees, servants, agents, or guests against any liability to the public or to the owners of Units members of their households, their respective invitees or tenants, incident to the ownership and/or use of the MacGregor Villas Common Areas and including the personal liability exposure to the Unit owners, incident to the ownership and/or use of the said Common

Areas. Limits of such public liability insurance shall be in the minimum coverage amount of One Million Dollars (\$1,000,000.00) single combined limit, or the annual aggregate limit of Two Million Dollars (\$2,000,000.00). The limits in coverage of said public liability insurance policy or policies shall be reviewed at least annually by the Board of Directors and increased at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims for any one or more or group of insured against any one or more or group of insureds, without prejudice to the right of a named insured under the policy or policies to maintain an action against another named insured.

VIII. ASSESSMENTS:

All expenses of MacGregor Villas shall be assessed against the Lots by the Board of Directors in accordance with the pertinent North Carolina Statutes, including the imposition, collection and enforcement of a lien for unpaid assessments which shall exist and be collected as set out in the North Carolina Statutes. Starting in 2024, assessments shall be \$425 per quarter. The Board of Directors may, by majority vote of that Board only, determine that it is prudent, reasonable, and necessary to amend the amount of the annual assessment to cover the expenses of MacGregor Villas including all annual expenses, reasonable reserves, and legal fees incurred or expended for the benefit of the Community. Any such increase by the Board, without any Member/Owner vote, shall be limited to a 15% increase or decrease in the amount of such annual assessment as compared to the immediately preceding year. If the Board of Directors deems it necessary to increase assessments by more than 15% of the previous year, a majority vote of Members/Unit Owners to approve such increase is required. The Board of Directors, may also, by a majority vote of the Board, vote to levy a special assessment on all or some Members/Unit Owners for extraordinary expenses that are not covered by the annual budget.

All sums assessed to any Lot, together with interest thereon, shall be secured by a lien on such Lot in favor of the Board of Directors. Such lien shall be superior to all other liens and encumbrances, except as provided for in the North Carolina General Statutes, and foreclosure and collection shall be as therein provided.

To effectuate, ratify and confirm the assessment terms and conditions of the said Recorded Legal Documents (as defined in Section I.A. herein), the agreements, obligations and liabilities specified in the Recorded Legal Documents already referenced in this Declaration are hereby incorporated by reference and ratified and confirmed as if fully set forth herein.

IX. MISCELLANEOUS PROVISIONS:

9.1 Amendment

Except as provided elsewhere herein, and except as prohibited by the Act, the provisions of this Declaration may be amended only by an instrument in writing signed and acknowledged by all Lot owners in MacGregor Villas, which amendment shall be effective upon recording in the Office of the Wake County Register of Deeds.

9.2 Enforcement

Each Lot Owner shall comply with the provisions of this Declaration, and the most recent duly adopted bylaws, rules, regulations and/or resolutions now or hereafter adopted by the Board of Directors. Failure to so comply shall be grounds for an action to recover sums due for damages, fees, costs, and/or injunctive relief maintainable by the Board of Directors or its designee on behalf of the Unit or Lot Owners, or in an appropriate case, by an aggrieved Unit or Lot Owner, and pursuant to the pertinent provisions of N.C. Gen. Statute Section 47F-3. Further, the Board of Directors may impose fines on any Lot or Unit Owner for the collection of reasonable attorney's fees pursuant to N.C. Gen. Stat. Sect. 47F-3.

9.3 Severability; Controlling Law; Effective Date

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one or more provision hereof shall not affect the validity or enforceability of any other provision hereof. This Master Declaration, the said Recorded Legal Documents, the said Maps, the Articles of Incorporation and the most recent duly adopted bylaws, rules, regulations and/or resolutions now or hereafter adopted by the Board of Directors shall be construed and controlled by and under the laws of the State of North Carolina. This Master Declaration shall take effect when recorded in the Office of the Wake County Register of Deeds.

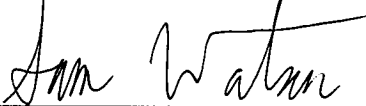
9.4 Litigation

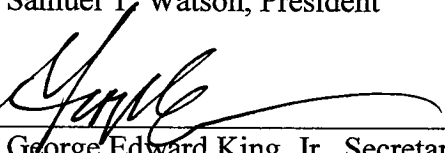
No judicial or administrative proceeding, nor litigation, shall be commenced or prosecuted by the MacGregor Villas HOA unless approved by a vote of sixty-seven percent (67%) of the Board of Directors (i.e., 2 of 3 Board members, if 3 members are serving at the then pertinent time). This Section shall not apply, however to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in any litigation or judicial proceedings instituted against it; or (e) individual actions between Unit Owners regarding shared party walls.

**Notary acknowledgements for the MacGregor Villas Homeowners Association President,
Secretary and Board of Directors, and all of the Lot Owners therein,
are on the following pages.**

IN WITNESS WHEREOF, all of the undersigned have executed this Declaration of Covenants, Conditions and Restrictions, for and on behalf of the said MacGregor Villas HOA, all individual Owner(s) and/or as the act of any entity Owner.

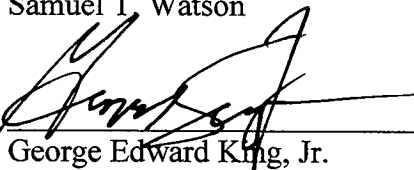
MacGregor Villas Homeowners Association, Inc.,
a North Carolina non-profit corporation

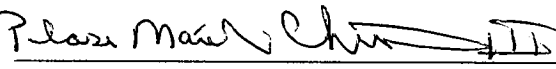
By: 
Samuel T. Watson, President

By: 
George Edward King, Jr., Secretary/Treasurer

2024 BOARD OF DIRECTORS

 (SEAL)
Samuel T. Watson

 (SEAL)
George Edward King, Jr.

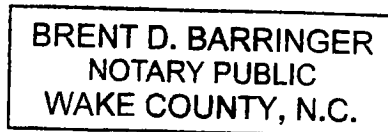
 (SEAL)
Plase Maxwell Christenbury, III

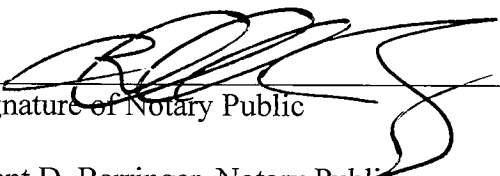
State of North Carolina
County of Wake

I, a Notary Public of Wake County, State of North Carolina, do hereby certify that Samuel T. Watson, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this day and acknowledged that he is the duly authorized President of MacGregor Villas Homeowners Association, a North Carolina non-profit corporation, and further acknowledged the due and voluntary execution of the foregoing instrument for and on behalf of the said corporation for the purposes stated therein.

Witness my hand and seal this 16 day of October, 2024.

Notary Seal




Signature of Notary Public
Brent D. Barringer, Notary Public

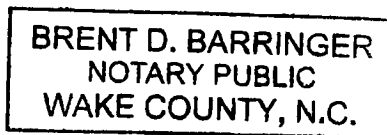
My Commission Expires: May 10, 2028

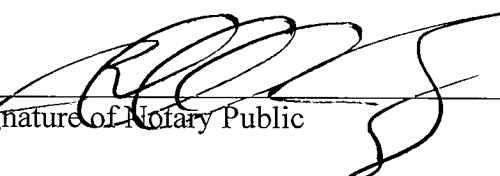
State of North Carolina
County of Wake

I, a Notary Public of Wake County, State of North Carolina, do hereby certify that George Edward King, Jr., known to me, or proved on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this day and acknowledged that he is the duly authorized Secretary/Treasurer of MacGregor Villas Homeowners Association, a North Carolina non-profit corporation, and further acknowledged the due and voluntary execution of the foregoing instrument for and on behalf of the said corporation for the purposes stated therein.

Witness my hand and seal this 16 day of October, 2024.

Notary Seal




Signature of Notary Public
Brent D. Barringer, Notary Public

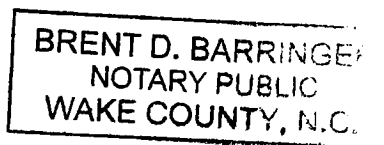
My Commission Expires: May 10, 2028

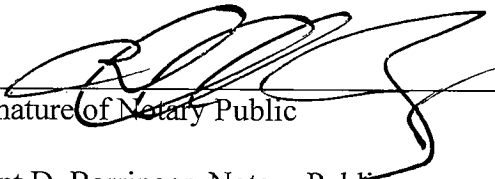
State of North Carolina
County of Wake

I, a Notary Public of Wake County, State of North Carolina, do hereby certify that Samuel T. Watson, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this day and acknowledged that he is the duly authorized Director of MacGregor Villas Homeowners Association, a North Carolina non-profit corporation, and further acknowledged the due and voluntary execution of the foregoing instrument for and on behalf of the said corporation for the purposes stated therein.

Witness my hand and seal this 16 day of October, 2024.

Notary Seal




Signature of Notary Public
Brent D. Barringer, Notary Public

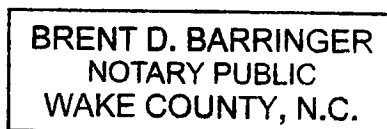
My Commission Expires: May 10, 2028

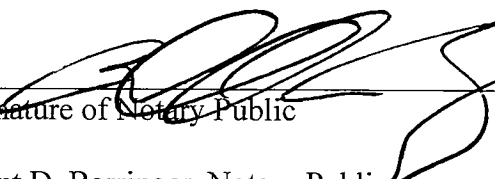
State of North Carolina
County of Wake

I, a Notary Public of Wake County, State of North Carolina, do hereby certify that George Edward King, Jr., known to me, or proved on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this day and acknowledged that he is the duly authorized Director of MacGregor Villas Homeowners Association, a North Carolina non-profit corporation, and further acknowledged the due and voluntary execution of the foregoing instrument for and on behalf of the said corporation for the purposes stated therein.

Witness my hand and seal this 16 day of October, 2024.

Notary Seal




Signature of Notary Public
Brent D. Barringer, Notary Public

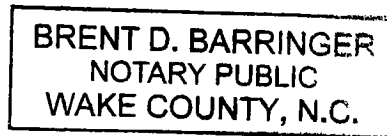
My Commission Expires: May 10, 2028

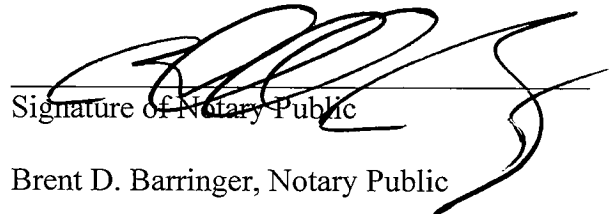
State of North Carolina
County of Wake

I, a Notary Public of Wake County, State of North Carolina, do hereby certify that Plase Maxwell Christenbury, III, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this day and acknowledged that he is the duly authorized Director of MacGregor Villas Homeowners Association, a North Carolina non-profit corporation, and further acknowledged the due and voluntary execution of the foregoing instrument for and on behalf of the said corporation for the purposes stated therein.

Witness my hand and seal this 16 day of October, 2024.

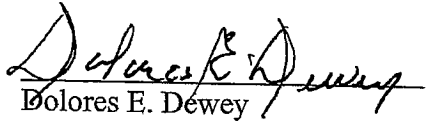
Notary Seal




Signature of Notary Public
Brent D. Barringer, Notary Public

My Commission Expires: May 10, 2028

Signature Page for 224 Kelso Court, Cary, NC
Lot 1, Block 2, MacGregor Villas BM 1977, Pg. 682

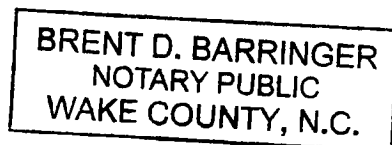
 (SEAL)
Dolores E. Dewey

State of North Carolina
County of Wake

I, Brent D. Barringer, a Notary Public of Wake County, State of North Carolina, do hereby certify that, Dolores E. Dewey, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, acknowledged the due and voluntary execution of the foregoing instrument for the purposes stated therein.

Witness my hand and seal this 16 day of October, 2024.

Notary Seal




Signature of Notary Public

Brent D. Barringer
Printed Name of Notary Public

My Commission Expires: 5/10/28

Signature Page for 222 Kelso Court, Cary, NC
Lot 2, Block 2, MacGregor Villas BM 1977, Pg. 682

The Marianna M. McManus Trust

By: Thomas J. McManus
Thomas J. McManus, III, Trustee

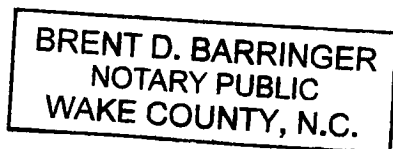
State of N.C.

County of Wake

I, Brent D. Barringer, a Notary Public of Wake County, State of North Carolina, do hereby certify that, ~~Thomas J. McManus~~ Thomas J. McManus, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, acknowledged that she is the Trustee of the Marianna M. McManus Revocable Trust, further acknowledged the due and voluntary execution of the foregoing instrument on behalf of the aforementioned trusts and for the purposes stated therein.

Witness my hand and seal this 16 day of October, 2024.

Notary Seal




[Signature]
Signature of Notary Public

Brent D. Barringer
Printed Name of Notary Public

My Commission Expires: 5/10/28

**Signature Page for 220 Kelso Court, Cary, NC
Lot 3, Block 2, MacGregor Villas BM 1977, Pg. 682**

 (SEAL)
Michael W. Cox

 (SEAL)
Kathryn K. Helmold Cox

State of NC


County of Wake

I, Brent D. Barringer, a Notary Public of Wake County, State of North Carolina, do hereby certify that, Michael W. Cox and Kathryn K. Helmold Cox, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, acknowledged the due and voluntary execution of the foregoing instrument for the purposes stated therein.

Witness my hand and seal this 16th day of October, 2024.

Notary Seal

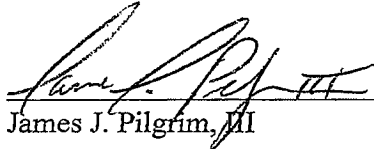
<p align="center">BRENT D. BARRINGER NOTARY PUBLIC WAKE COUNTY, N.C.</p>

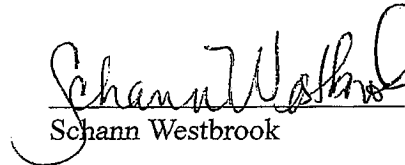

Signature of Notary Public

Brent D. Barringer
Printed Name of Notary Public

My Commission Expires: 5/10/2028

Signature Page for 216 Kelso Court, Cary, NC
Lot 5, Block 3, MacGregor Villas BM 1978, Pg. 146

 (SEAL)
James J. Pilgrim, III

 (SEAL)
Schann Westbrook

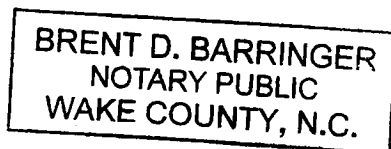
State of NORTH CAROLINA

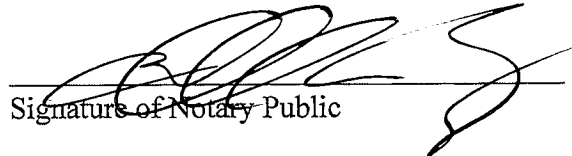
County of Wake

I, Brent D. Barringer, a Notary Public of Wake County, State of North Carolina, do hereby certify that, James J. Pilgrim, III, and Schann Westbrook, known to me, or proved on the basis of satisfactory evidence to be the persons described, acknowledged the due and voluntary execution of the foregoing instrument for the purposes stated therein.

Witness my hand and seal this 16 day of October, 2024.

Notary Seal

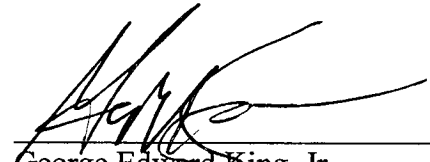



Signature of Notary Public


Brent D. Barringer
Printed Name of Notary Public

My Commission Expires: 5/10/28

Signature Page for 214 Kelso Court, Cary, NC
Lot 6, Block 3, MacGregor Villas BM 1978, Pg. 146



George Edward King, Jr. (SEAL)



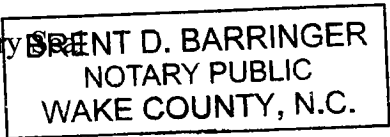
Nicolette Sorger King (SEAL)

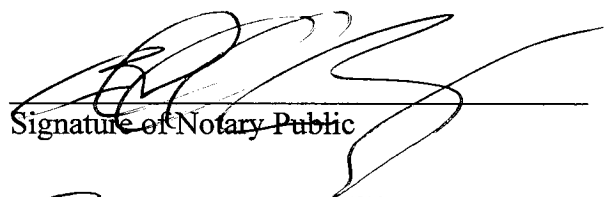
State of N.C.

County of WAKE

I, Brent D. Barringer, a Notary Public of WAKE County, State of N.C., do hereby certify that, George Edward King, Jr., and Nicolette Sorger King, known to me, or proved on the basis of satisfactory evidence to be the persons described, acknowledged the due and voluntary execution of the foregoing instrument for the purposes stated therein.

Witness my hand and seal this 16th day of OCTOBER, 2024.

Notary 
Brent D. BARRINGER
NOTARY PUBLIC
WAKE COUNTY, N.C.



Signature of Notary Public
Brent D. BARRINGER
Printed Name of Notary Public

My Commission Expires: 5/10/2028

Signature Page for 212 Kelso Court, Cary, NC
Lot 7, Block 3, MacGregor Villas BM 1978, Pg. 146

Plase Maxwell Christenbury, III (SEAL)
Plase Maxwell Christenbury, III

Carol P. Christenbury (SEAL)
Carol P. Christenbury

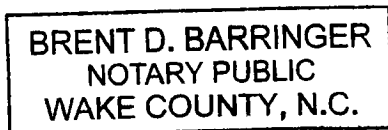
State of N.C.

County of Wake

I, Brent D. Barringer, a Notary Public of Wake County, State of North Carolina, do hereby certify that, Plase Maxwell Christenbury, III, and Carol P. Christenbury, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, acknowledged the due and voluntary execution of the foregoing instrument for the purposes stated therein.

Witness my hand and seal this 16th day of October, 2024.

Notary Seal



Brent D. Barringer
Signature of Notary Public
Brent D. Barringer
Printed Name of Notary Public

My Commission Expires: 5/10/2028

Signature Page for 210 Kelso Court, Cary, NC
Lot 8, Block 3, MacGregor Villas BM 1978, Pg. 146

 (SEAL)
Peter Parkin Donahue

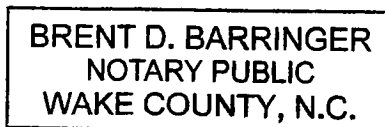
State of NC

County of Wake

I, Brent D. Barringer, a Notary Public of Wake County, State of North Carolina, do hereby certify that, Peter Parkin Donahue, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, acknowledged the due and voluntary execution of the foregoing instrument for the purposes stated therein.

Witness my hand and seal this 16th day of October, 2024.

Notary Seal






Signature of Notary Public

Brent D. Barringer
Printed Name of Notary Public

My Commission Expires: 5/10/2028

Signature Page for 206 St. Andrews Lane, Cary, NC
Lot 10, Block 4, MacGregor Villas BM 1978, Pg. 555

 (SEAL)
Robert Dean Putnam

 (SEAL)
Sylvia J. Putnam

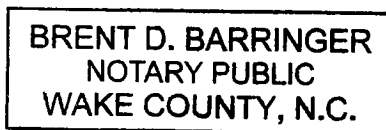
State of NC

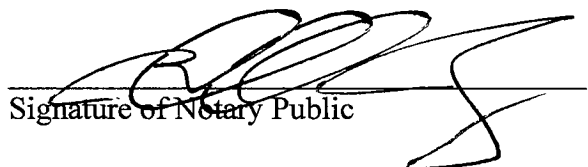
County of Wake

I, Brent D. Barringer, a Notary Public of Wake County, North Carolina, do hereby certify that, Robert Dean Putnam and Sylvia J. Putnam, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, acknowledged the due and voluntary execution of the foregoing instrument for the purposes stated therein.

Witness my hand and seal this 16th day of October, 2024.

Notary Seal




Signature of Notary Public

Brent D. Barringer
Printed Name of Notary Public

My Commission Expires: 5/10/2028

Signature Page for 228 Kelso Court, Cary, NC
Lot 12, Block 5, MacGregor Villas BM 1979, Pg. 772

Sam Watson (SEAL)
Samuel T. Watson

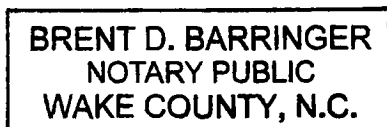
State of NC

County of Wake

I, Brent D. Barringer, a Notary Public of Wake County, State of North Carolina, do hereby certify that, Samuel T. Watson, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, acknowledged the due and voluntary execution of the foregoing instrument for the purposes stated therein.

Witness my hand and seal this 16th day of October, 2024.

Notary Seal



[Signature]
Signature of Notary Public

Brent D Barringer
Printed Name of Notary Public

My Commission Expires: 5/10/2028

Signature Page for 226 Kelso Court, Cary, NC
Lot 13, Block 5, MacGregor Villas BM 1979, Pg. 772

 (SEAL)
Kevin Jay Jerrett

 (SEAL)
Katherine Shreve Jerrett

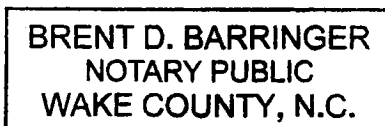
State of NC

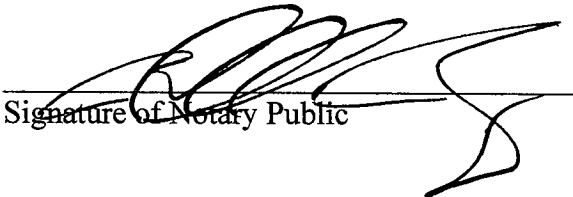
County of Wake

I, Brent D. Barringer, a Notary Public of Wake County, State of North Carolina, do hereby certify that, Kevin Jay Jerrett and Katherine Shreve Jerrett, known to me, or proved on the basis of satisfactory evidence to be the person(s) described, acknowledged the due and voluntary execution of the foregoing instrument for the purposes stated therein.

Witness my hand and seal this 16th day of October, 2024.

Notary Seal




Signature of Notary Public

Brent D. Barringer
Printed Name of Notary Public

My Commission Expires: 5/10/2028