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Fee Amt: \$162.00 Page 1 of 31
Excise Tax: \$0.00
Orange County North Carolina
Mark Chilton, Register of Deeds
BK **6849** PG **681 - 711 (31)**

Melby Kump

FOR MULTIPLE PIN SHEET

SEE BOOK 6849 PAGE 679

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR TREE FARM SUBDIVISION**

Prepared by: D. Michael Parker
Return to: Robin C. Bedingfield, 3500 Tree Farm Road, Hillsborough, NC 27278

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR TREE FARM SUBDIVISION ("Declaration") is made on this
9th day of December, 2023, by the Property Owners.

WITNESSETH THAT:

WHEREAS, the real property located in Bingham Township, Orange County, North Carolina and being more particularly described as Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 24, 25, 26, 27 and 28 as shown on survey entitled "Tree Farm Subdivision", dated October 30, 2002, prepared by S. D. Puckett & Associates, Inc., recorded in Plat Book 91, Page 139, of the Orange County Registry are currently subject to the Declaration of Covenants, Conditions and Restrictions, for Tree Farm Subdivision recorded in Book 2914, page 73, Orange County Registry; and

WHEREAS, the real property located in Bingham Township, Orange County, North Carolina and being more particularly described as Tracts 15, 16, 17, 18, 19, 20, 21, 22 and 23, as shown on survey entitled "Tree Farm Subdivision Phase 2 Revised", surveyed 06/01/05, prepared by S. D. Puckett & Associates, Inc., recorded in Plat Book 98, Page 58, of the Orange County Registry are also currently subject to the Declaration of Covenants, Conditions and Restrictions, for Tree Farm Subdivision pursuant to the Supplement for Tree Farm Subdivision, Phase Two Revised recorded in Book 3936, page 490, Orange County Registry; and

WHEREAS, there are subsequent amendments to the Declaration of Covenants, Conditions and Restrictions, for Tree Farm Subdivision recorded in Book 4001, page 440; in Book 4833, page 432; in Book 4833, page 354; in Book 4833, page 379; in Book 4833, page 405 and in Book 5279, page 154, all in the Orange County Registry; and

WHEREAS, pursuant to Article V, Section 3 of the original Declaration of Covenants, Conditions and Restrictions, for Tree Farm Subdivision, they can be amended by a vote of 75% of the then current owners of the said Tracts the Tree Farm Subdivision Homeowners Association, Inc; .and

WHEREAS, by a vote of 75% of the current owners of the said Tracts held at a meeting of the Tree Farm Subdivision Homeowners Association, Inc. held on December 9, 2023 after due notice of the date and time of said meeting, a quorum of the current owners being present either in person or by proxy, the current owners voted to approve an Amended and Restated Declaration of Covenants, Conditions and Restrictions, for Tree Farm Subdivision to amend and restate the original Declaration of Covenants, Conditions and Restrictions, for Tree Farm Subdivision recorded in Deed Book 2914, page 73 – 85, Orange County Registry and the several amendments hereto referenced;

NOW, THEREFORE, by a vote of 75% of the current owners of the said Tracts held at a meeting of the Tree Farm Subdivision Homeowners Association, Inc. on December 9, 2023 after due notice of the date and time of said meeting, a quorum of the current owners being present either in person or by proxy, the current owners voted to approve an Amended and Restated Declaration of Covenants, Conditions and Restrictions, for Tree Farm Subdivision and the several amendments thereto (hereinafter the “Declaration”) as herein set forth and

HENCEFORTH the real property located in Bingham Township, Orange County, North Carolina and being more particularly described as Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 24, 25, 26, 27 and 28 as shown on survey entitled “Tree Farm Subdivision”, dated October 30, 2002, prepared by S. D. Puckett & Associates, Inc., recorded in Plat Book 91, Page 139, AND the real property located in Bingham Township, Orange County, North Carolina and being more particularly described as Tracts 15, 16, 17, 18, 19, 20, 21, 22 and 23, as shown on survey entitled "Tree Farm Subdivision Phase 2 Revised", surveyed 06/01/05, prepared by S. D. Puckett & Associates, Inc., recorded in Plat Book 98, Page 58, of the Orange County Registry (hereinafter the “Property” or “Lots”). This Declaration is to run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and their heirs, successors and assigns.

ARTICLE I – PROPERTY

The Property is hereby made subject to this Declaration and the Property shall be owned, held, leased, transferred, sold, mortgaged or conveyed by Declarant and each owner of a Lot ("Owner") subject to this Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration.

ARTICLE II - PROPERTY RIGHTS

All of the Lots shall be subject to such easements for private roads or drives, public streets, water lines, sanitary sewers, storm drainage facilities, gas lines, cable communication transmission, telephone and electric power lines and other public utilities, whether above or below ground as shown on any recorded subdivision map of any portion of the Property.

An easement is hereby established for the benefit of Orange County and any agency or utility performing any of the following services over an area of all Lots within the Property ten (10) feet from each side Lot line and ten (10) feet from the right-of-way of any street or roadway for the setting, removal and reading of water and electricity meters, the maintenance and replacement of water, electricity, sewer and drainage facilities. In addition thereto, an easement is hereby established over all of the Property for the benefit of Orange County and all other agencies and personnel performing any of the following duties and services: for the fighting of fires, mail delivery, collection of refuse, ambulance services and police protection.

ARTICLE III - ARCHITECTURAL AND APPEARANCE CONTROL

Section 1. General. Anything contained in this Declaration which may be construed to the contrary notwithstanding, no site preparation on any Lot or change in grade or slope of any Lot or erection of buildings or exterior additions or alterations to any building situated upon the Property or erection of or changes or additions in fences, hedges, walls and other structures, or construction of any swimming pools, tennis courts or other Improvements, shall be commenced, erected or maintained on any Lot until the architectural control committee appointed as hereinafter provided (the "Architectural Control Committee"), has approved the plans and specifications therefore and the location of such Improvements.

Section 2. Composition. The HOA Board will serve as the Architectural Control Committee. No member of the Architectural Control Committee shall be liable for claims, causes of action or damages (except where occasioned by gross negligence or willful misconduct of such member) arising out of services performed pursuant to this Declaration a majority of the Owners may appoint their own Architectural Control Committee to replace the one designated above.

Section 3. Definition of "Improvement". The term "Improvement" as used herein shall mean and include all buildings, storage sheds or areas, roofed structures, parking areas, loading areas, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, changes in grade or slope, site preparation, swimming pools, tennis courts, signs, exterior illumination, and any new exterior construction or exterior improvement exceeding \$10,000.00 in cost which may not be included in any of the foregoing. The definition of Improvement does not include shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior appearances. The definition of Improvement does include both original Improvements and all later changes to Improvements.

Section 4. Procedure. No Improvement of any kind or nature shall be erected, remodeled or placed on any Lot until all plans and specifications and a site plan have been submitted to and approved in writing by the Architectural Control Committee, as to:

- a) quality of materials, adequacy of site dimensions, adequacy of structural design, and facing of main elevation with respect to nearby streets;
- b) type and appearance of exterior surfaces;
- c) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon and drainage arrangement;
- d) Setbacks are set forth hereafter in Article IV, Section 2; and
- e) the other standards set forth within this Declaration (and any subsequent amendments) or which may be set forth in bulletins given by the Architectural Control Committee, or matters in which the Architectural Control Committee has been vested with the authority to render a final interpretation and decision., with the option to appeal to the general HOA membership. (Article III Section 10)

With respect to the initial Improvements to be constructed on a Lot, the plans and specifications required hereunder shall include a site plan with building footprints showing distance of the Improvements from the Lot boundaries and shall include construction drawings showing exterior elevations and a schedule of exterior materials.

For Improvements other than initial Improvements, the detail of the plans and specifications required

shall be as determined necessary by the Architectural Control Committee based on the circumstances of the proposed Improvements.

Plans and specifications for all Improvements proposed to be constructed on a Lot shall be submitted in duplicate to the Architectural Control Committee for approval or disapproval. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Architectural Control Committee, one complete set of plans and specifications will be retained by the Architectural Control Committee and the other complete set of plans and specifications will be marked "Approved" and returned to the Owner or his or her designated representative. The plans and specifications retained by the Architectural Control Committee shall be kept and considered as confidential and may be utilized to monitor compliance and for no other purpose.

If found not to be in compliance with these covenants, conditions and restrictions, or if found to be otherwise unacceptable to the Architectural Control Committee pursuant hereto, one set of plans and specifications shall be returned to the Lot Owner marked "Disapproved", accompanied by a reasonable statement of items found not to be in compliance with these covenants, conditions and restrictions or otherwise being unacceptable.

Any modification or change to the Architectural Control Committee approved set of plans and specifications must again be submitted to the Architectural Control Committee for its inspection and approval. The Architectural Control Committee's approval or disapproval, as required herein, shall be in writing.

The Architectural Control Committee shall be responsive to technological advances or general changes in architectural designs and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design on the one hand and use of private property on the other hand.

Section 5. Jurisdiction. The Architectural Control Committee is authorized and empowered to consider and review any and all aspects of the construction of any Improvements on a Lot which may, in the reasonable opinion of the Architectural Control Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Property.

Section 6. Enforcement. The Architectural Control Committee shall have the specific, nonexclusive right but not the obligation to enforce the provisions contained in this Article to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions contained in this Article.

Section 7. Failure of the Architectural Control Committee to Act. If the Architectural Control Committee fails to approve or disapprove any plans and specifications and other submittals within thirty (30) days after submittal, it shall be conclusively presumed that the Architectural Control Committee has approved such plans and specifications and other submittals. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may disapprove them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and disapprove the balance.

Section 8. Limitation of Liability. Neither the Architectural Control Committee nor the members thereof shall be liable in damages or otherwise to anyone submitting plans and specifications and other submittals for approval, or to any Owner, by reason of mistake of judgment, negligence, except for gross

negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

Section 9. No Compensation. No member of the Architectural Control Committee shall be entitled to compensation for services performed pursuant to this Article.

Section 10. Appeals Process. Any lot owner disagreeing with the determination of the Architectural Control Committee (ACC) shall be allowed to meet with the ACC.

Appeal Procedures:

a) The lot owner may request a meeting with the ACC within 30 days of an ACC decision, to discuss and/or resolve issues relating to the disapproval.

b) If there is no resolution after meeting with the ACC, the lot owner may request an appeal to the HOA Membership at a called meeting. The lot owner must submit an appeal request, in writing, to the HOA Board no more than 15 days after the ACC meeting. The ACC and lot owner will then be required to present the facts of the proposed improvement to the HOA Membership for final disposition. A vote by the HOA membership requires a majority of votes by the attendees and by proxy.

ARTICLE IV - USE RESTRICTIONS

Section 1. Use of Property. No portion of the Property shall be used except for residential purposes incidental or accessory thereto. Each Lot shall be occupied and/or used as follows:

a) Outside clothes lines shall not be permitted upon any Lot at locations where they can be viewed from any street or an adjacent Lot; proper screening may be required;

b) No sign of any kind shall be displayed to the public view on any Lot except a tasteful sign bearing the Owner's name and/or house number, and one professional sign of not more than six (6) square feet advertising the Lot for sale or rent; Any signs erected and maintained on any Lot must comply with any applicable government regulations;

c) No trailers shall be permitted on any Lot, with the exception of a construction trailer which may be used during the period of initial construction on a Lot, which shall be moved immediately upon the completion of such construction. Boats, trailers and campers or other recreational vehicles shall not be permitted on any Lot except in areas where they cannot be viewed from the streets or when properly screened from view as approved by the Architectural Control Committee;

d) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot in an exposed location except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction in which same is to be used;

e) No exposed above-ground tanks shall be permitted for the storage of fuel or water or any other substance, except that such tanks may be placed above-ground provided they are kept in a screened enclosure which must exceed in height by at least one (1) foot any such tank as may be placed therein;

f) No exterior antennae, earth satellite station or dish, microwave dish or other similar improvement may be constructed, placed or maintained on any Lot without the prior written consent of the Architectural Control Committee; however, the foregoing shall not prohibit

satellite dishes less than four (4) feet in diameter properly screened from view as approved by the Architectural Control Committee;

g) A resident of the residential structure constructed on a Lot engaging in a home occupation is notified there may be an Orange County Ordinance regulating home occupation. No home occupation shall be permitted which generates a significantly greater volume of vehicular traffic than would normally occur within a residential neighborhood the size of Tree Farm Subdivision.

h) No Lot and no Improvements thereon may be used for hotel or other transient residential purposes, including, but not limited to, a "bed and breakfast" operation. Each lease relating to any Lot or any Improvements thereon (or any part thereof) must be for a term of at least sixty (60) days and must provide that the tenant is obligated to observe and perform all of the terms and provisions of this Declaration applicable to such Lot or Improvements;

i) No hunting or discharging of firearms shall be permitted on any Lot.

j) No lot may be used to permit vehicular access of any sort from property outside of Tree Farm Subdivision to Tree Farm Subdivision roads, or from Tree Farm Subdivision roads to property outside of Tree Farm Subdivision."

Section 2. Setbacks. Notwithstanding the prior paragraph, solely with respect to the setback for the erection of fences, a fence shall not be erected on a Lot within twenty-five (25) feet of the edge of the road pavement on any front of the Lot. Front is defined as a lot line which is adjacent to a road that is part of the Tree Farm Homeowners Association, Inc. (that is, Tree Farm Road, Sapling Trail, and Bowater Crossing). A fence shall not be erected on a Lot within twenty (20) feet of a side or rear lot line of the Lot. A fence to be constructed on a rear or side lot line which abuts property, which is not part of the Tree Farm Homeowners Association, Inc. need not comply with this 20 feet setback requirement. Moreover, with regard to side lot lines, two owners of adjacent lots within the Tree Farm Homeowners Association, Inc. may agree that a fence on their shared side lot line may be built on the shared side lot line or closer than a distance of twenty feet from the shared side lot line. That agreement must be committed to writing and signed by all owners of the two adjacent lots and a copy of said writing provided to the Board of the Tree Farm Homeowners Association, Inc. prior to construction of the fence.

No dwelling, garage, outbuilding or other Improvement shall be erected on a Lot within seventy-five (75) feet of the front Lot line and within fifty (50) feet of either side Lot line or rear Lot line. The Architectural Control Committee is hereby vested with the authority to grant waivers or variances with respect to minor violations of such setbacks as are imposed hereby, which shall be deemed to be violations of twenty-five percent (25%) or less; provided, however, with respect to setbacks imposed by a municipal authority, nothing herein shall relieve the requirement to comply therewith, such relief being available solely from the municipal authority imposing the requirements.

Section 3. Square Footage. Each Lot shall be used exclusively for single family residential purposes. The primary dwelling erected on a Lot shall contain a minimum enclosed dwelling area of 2,000 square feet. Two-story dwellings shall have at least 1,250 square feet of enclosed dwelling area on the first floor. The term "enclosed dwelling area" as used herein shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, however, such term specifically does not include garages, attached or detached efficiency apartments, terraces, open porches, decks, stoops and like areas regardless of heating and cooling. One additional dwelling unit is permitted, as an attached or detached efficiency apartment of up to eight hundred (800) square feet.

Section 4. Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any

part of any Lot at locations where they can be viewed from any street or any other Lot.

Section 5. Animals and Pets. No livestock of any nature or classification whatsoever, including, but not limited to, swine and fowl, shall be kept or maintained on any Lot. However, a reasonable number of household pets and up to four (4) grass eating pasture animals other than poultry and swine shall be permitted on a Lot, provided they are not raised for commercial purposes and do not otherwise constitute a nuisance to other Owners or adversely affect adjoining property owners or property values.

Since Lot 23 contains approximately 36.45 acres and is two to three times larger than most other Lots in Tree Farm Subdivision, instead of being limited to up to four grass eating pasture animals as stated above, Lot 23 will be limited to up to twelve grass eating pasture animals. Except as modified by changing the number four to the number twelve for Lot 23, all of the provisions of Section 4. Animals and Pets, remain effective as to all Lots.

Section 6. Prohibited Activities. No noxious, offensive or loud activities shall be carried out upon any Lot. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. Each Owner shall keep and maintain his Lot in a neat, orderly and well kept manner, including the bush-hogging of fields and mowing of lawns. No Lot shall be permitted to accumulate trash, garbage or rubbish.

Section 7. Governmental Regulations. Owners are notified there are governmental building codes, health regulations, zoning restrictions and the like applicable to the Property. If this declaration calls for a more restrictive use than government regulations, then the more restrictive use called for by this declaration shall apply.

Section 8. Temporary Structures. No structures of a temporary character, including trailers, tents, shacks, or outbuildings shall be permitted upon any Lot.

Section 9. Mobile and Manufactured Homes. No mobile home, manufactured home or modular home of any kind or nature shall be placed upon any Lot, whether or not the same rest on wheels on the Lot. This section does not prohibit post and beam type construction.

Section 10. Driveways. All driveways shall be designed, constructed and built with water bars, breaks and diversions as necessary to prevent water flow on or across the surface of the roads and streets within Tree Farm Subdivision.

Section 11. Wells and Septic Tanks. Owners are notified that wells and septic tanks have to be in compliance with the standards promulgated by the Orange County Health Department and such other governmental agencies as may have jurisdiction.

Section 12. Unused or Abandoned Vehicles. There shall not be kept on any Lot (except in an enclosed garage) or any of the streets within the Property an unused or abandoned vehicle or any other kind or type of equipment for a period exceeding thirty (30) days. An unused or abandoned vehicle shall be defined as those vehicles which are inoperable and unlicensed by the North Carolina Department of Motor Vehicles.

Section 13. Required Land Area. No Lot may be subdivided by sale or otherwise so as to reduce the total area thereof below that as shown upon any recorded subdivision map of the Property; provided, however, adjustments may be made in the line between any two (2) Lots so long as the area of any Lot is not reduced by more than ten percent (10%) and so long as all other restrictions herein set forth are observed and such adjustment or recombination is approved by the Orange County Planning Department.

Upon any recombination of Lots, the setbacks and side line clearances from new Lot lines shall be applicable and setbacks from former Lot lines shall no longer be required. No recombination of Lots may be made in a manner which results in any increase in the number of Lots in excess of and shown on any recorded subdivision map of the Property.

Section 14. Timber. In no event may any Lot be timbered for commercial purposes, and no clear cutting is allowed without prior written approval of the Architectural Control Committee.

Section 15. Garbage Disposal. Garbage containers shall be concealed from public view either in an enclosed rack or by landscape screening. Garbage disposal shall comply with the standards of the Orange County Health Department.

Section 16. Utilities Easements. A right-of-way and easement is reserved over the side ten (10) feet of each Lot and over the front ten (10) feet of each Lot as measured from the right-of-way line of any street within the Property, for the purpose of drainage, underground or above ground installation, repair and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful in furnishing electric power, gas, sewer, telephone service, cable services and any other utilities for or to the Lots. In addition thereto, a storm water drainage easement is hereby reserved and established over the side ten (10) feet of each Lot, for the drainage of storm water from streets and from other Lots. No structures, plantings or other materials shall be placed or permitted to remain in such storm water drainage easements which may interfere with such drainage or change the direction of the flow, or obstruct or retard the flow of surface water through drainage channels which may be constructed within such easements.

Section 17. Erosion Control. During the period of Lot grading and construction of Improvements, each Owner shall exercise and maintain such erosion control measures, including the erection of silt fences, as may be required by the Architectural Control Committee in order to minimize erosion and runoff. Compliance with the applicable erosion control ordinance shall not constitute automatic approval by Architectural Control Committee, and Architectural Control Committee reserves the right to impose requirements and standards in excess of those required by law.

Section 18. Fences. No metal or chain link fences shall be allowed to be erected, placed or maintained on any Lot where they would be visible from any street. Notwithstanding the foregoing, all fencing plans are subject to prior approval of the Architectural Control Committee in accordance with the provisions of Article III above.

Section 19. Prohibited Building Materials. No vinyl or aluminum siding shall be used in connection with any Improvement to be constructed or placed upon a Lot, except that vinyl soffits may be used. The Architectural Control Committee may regulate the use of such other building materials as it deems necessary to maintain the upscale rural character of Tree Farm Subdivision.

Section 20. Noise. Unreasonably loud and disturbing noise is prohibited. Please see the Orange County ordinance regarding noise.

ARTICLE V - GENERAL PROVISIONS

Section 1. Enforcement. Informal discussions between Owners are encouraged to address concerns before they become problems of such a nature as to be subject to the terms and conditions of this Section. If a concern is not able to be worked out informally, any Owner of a Lot shall have the right to call a subdivision meeting to enforce the Declaration by sending, by hand delivery or by registered or certified mail, return receipt requested, written notice of all proposed issues and the time and place of a meeting of the record Owners (said meeting to take place no less than 20 days following the sending of such notice) to all record Owners at their Orange County Tax Record address.

At such Owners' meeting, all decisions as to violations of the Declaration shall be approved by a majority of the votes cast, with each Lot being entitled to cast one (1) vote.

Notwithstanding the vote at the Owners' meeting pursuant to the foregoing procedure, nothing contained herein shall be construed as denying any Owner the right to enforce this Declaration through binding arbitration. Any Owner may require that the issue of Declaration interpretation and violations be submitted to binding arbitration under the rules and regulations of the American Arbitration Association (as governed by the North Carolina Uniform Arbitration Act, N.C.G.S. Section 1.567.1 et seq., as it may from time to time be amended), by sending notice to all record Owners at their Orange County Tax Record address, by hand delivery or by registered or certified mail, return receipt requested, no later than three (3) business days following the Owners' meeting. Unless such arbitration notice is sent as provided herein, the vote of the majority of the Owners shall be conclusive as to interpreting this Declaration and enforceable against the offending Owner.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the Lot Owners. For amendment purposes, each Lot shall be entitled to one (1) vote.

Notwithstanding anything stated therein to the contrary, these Amended and Restated Covenants shall not apply retroactively to any existing structures, setback requirements or other applicable provisions as to any of the lots and improvements located thereon within Tree Farm Subdivision that might otherwise be considered as a violation of the conditions and requirements set forth herein but shall, nonetheless, be considered as "grandfathered" as of the date of recordation of this document.

Section 4. Additional Tracts. Tracts 15 through 23 as shown on map entitled Tree Farm Subdivision Phase 2 Revised recorded in Plat Book 98 at Page 58, Orange County Registry are made subject to the provisions of the Declaration.

Section 5. Maximum Annual Assessment: As of January 1, 2009, the Maximum Annual Assessment is two hundred dollars (\$200) per lot. Based on the maintenance needs of the community, the Maximum Annual Assessment may be increased each year no more than 10% above the previous year's assessment or an amount equal to the percentage increase in the Consumer Price Index, whichever is greater, without a vote of the membership. The Maximum Annual Assessment may be increased only by a vote of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose. Annual assessments must be paid by March 1 of each year.

Section 6. Special Assessment: In addition to the annual assessment, the Tree Farm Subdivision Homeowners Association may levy, in whole or part, the cost of any construction, repair or replacement of a capital improvement, provided that such assessment shall have the assent of two thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose. Assessments for road repair and maintenance will be made based on the Tree Farm Road Maintenance agreement, as recorded at the Orange County Register of Deeds, Book 2914, Pages 44-46.

Section 7. Creation of Lien and Personal Obligation Assessments: Each owner of a lot is deemed to covenant and agree to pay to the Tree Farm Subdivision Homeowners Association: 1) annual assessments

or charges, and 2) special assessments. If not paid, the annual assessments or charges, and special assessments, together with interest, costs and attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Assessments or charges, and special assessments, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 8. Tree Farm Subdivision Homeowners Association (HOA) Officers: The affairs of the Tree Farm Subdivision Homeowners Association, an incorporated entity, shall be managed by a Board of Directors consisting of four (4) lot owners: President, Vice President, Secretary, and Treasurer. HOA Board members are to be elected annually by a majority of members when a quorum is present. To encourage maximum participation in community leadership, HOA Board members are limited to two consecutive one-year terms on the HOA Board and are then ineligible for reelection for a period of at least one year.

Section 9. Unpaid Assessments: Owners who owe assessments, at the time that a vote occurs on any issue, will not be entitled to cast a vote.

ARTICLE VI - ROAD MAINTENANCE

Road Maintenance is covered by a separate agreement entitled Modification and Restatement of Declaration of Restrictions and Provisions for Private Road Maintenance for Tree Farm Road (Private) and Hartwell Pond Rd. (Private) and Ruby Sykes Lane (Private) and an Unnamed 60' Private Easement Leading from Tree Farm Road (Private) to Ruby Sykes Lane (Private).

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

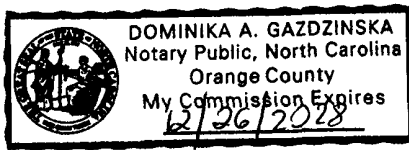
LOT NUMBER 1Signature: Frederick R. PerschayPrint Name: Frederick R. PerschaySignature: Elizabeth PerschayPrint Name: Elizabeth Perschay

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Dominika A. Gajdzinska, Notary Public of the County and State aforesaid,
 certify that Frederick Perschay personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 8 day of February, 2024.



Gajdzinska
 NOTARY PUBLIC

Dominika A. Gajdzinska
 (PRINT OR TYPE NAME OF NOTARY)

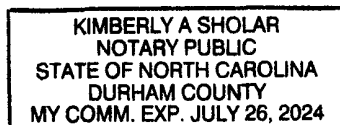
My commission expires: Dec. 26, 2028

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Kimberly A. Sholar, Notary Public of the County and State aforesaid,
 certify that Elizabeth Perschay personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 21 day of February, 2024.



K. Sholar
 NOTARY PUBLIC

Kimberly A. Sholar
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: July 26, 2024

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER 2Signature: Print Name: Rick CornellaSignature: Print Name: Elizabeth Cornella

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Micaiah Rawlings, Notary Public of the County and State aforesaid,
 certify that Rick Cornella and Elizabeth Cornella^{msr} personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 1st day of February, 2024.




 NOTARY PUBLIC

Micaiah Rawlings
 (PRINT OR TYPE NAME OF NOTARY)

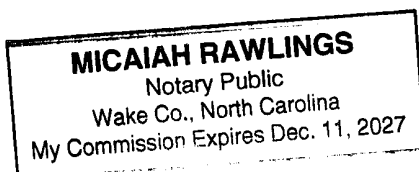
My commission expires: December 11, 2027

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Micaiah Rawlings, Notary Public of the County and State aforesaid,
 certify that Elizabeth Cornella personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 1st day of February, 2024.




 NOTARY PUBLIC

Micaiah Rawlings
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: December 11, 2027

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

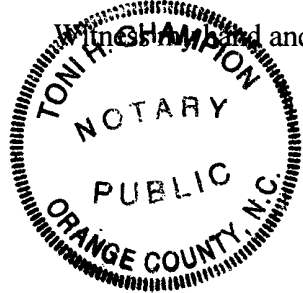
LOT NUMBER 3

Signature: Timothy Anderson

Print Name: Timothy Anderson

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I, Toni H Champion, Notary Public of the County and State aforesaid,
certify that Timothy Anderson personally appeared before me this day
and acknowledged the foregoing instrument.



Witnessed and seal, this the 30th day of January, 2024.

Toni H Champion
NOTARY PUBLIC

Toni H Champion
(PRINT OR TYPE NAME OF NOTARY)

My commission expires: August 17, 2024

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER 4

Signature: George S. Abell

Print Name: George S. Abell

Signature: Rosemary B. Abell

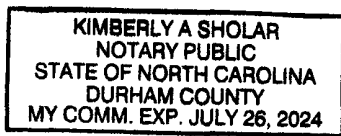
Print Name: Rosemary B. Abell

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Kimberly A. Sholar, Notary Public of the County and State aforesaid,
certify that George S. Abell personally
appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 26 day of February, 2024.



Kimberly A. Sholar
NOTARY PUBLIC

Kimberly A. Sholar
(PRINT OR TYPE NAME OF NOTARY)

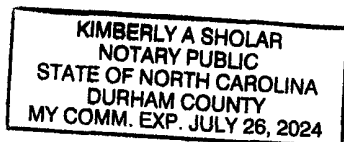
My commission expires: July 26, 2024

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Kimberly A. Sholar, Notary Public of the County and State aforesaid,
certify that Rosemary B. Abell personally
appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 26 day of February, 2024.



Kimberly A. Sholar
NOTARY PUBLIC

Kimberly A. Sholar
(PRINT OR TYPE NAME OF NOTARY)

My commission expires: July 26, 2024

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER 5Signature: [Signature]Print Name: Kyle WestSignature: [Signature]Print Name: Taylor Hall

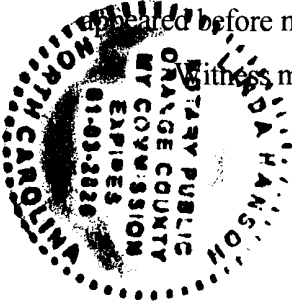
STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Linda Hanson, Notary Public of the County and State aforesaid,
 certify that Kyle West personally

appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 1st day of March, 2024.



[Signature]
 NOTARY PUBLIC

Linda Hanson
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: 1-3-2026

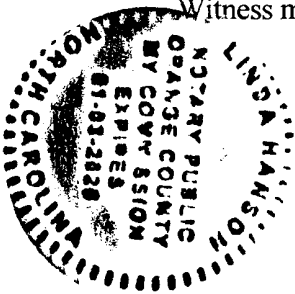
STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Linda Hanson, Notary Public of the County and State aforesaid,
 certify that Taylor Hall personally

appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 1st day of March, 2024.



[Signature]
 NOTARY PUBLIC

Linda Hanson
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: 1-3-2026

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

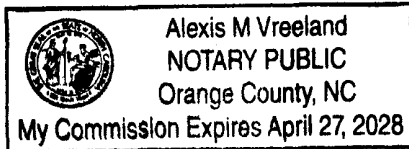
LOT NUMBER 7Signature: Richard H. LeehrPrint Name: Richard H. LeehrSignature: Karen A. LeehrPrint Name: Karen A. Leehr

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Alexis M. Vreeland, Notary Public of the County and State aforesaid,
 certify that Richard H. Leehr personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 14 day of February, 2024.



Alexis M. Vreeland
 NOTARY PUBLIC
Alexis M. Vreeland
 (PRINT OR TYPE NAME OF NOTARY)

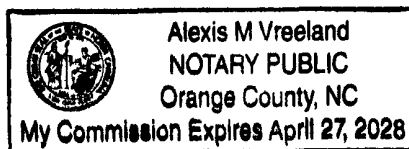
My commission expires: April 27, 2028

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Alexis M. Vreeland, Notary Public of the County and State aforesaid,
 certify that Karen A. Leehr personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 14 day of February, 2024.



Alexis M. Vreeland
 NOTARY PUBLIC
Alexis M. Vreeland
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: April 27, 2028

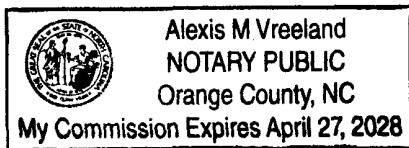
Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER 8Signature: [Signature] (SEAL)Print Name: ROBIN C. BEDDINGFIELDSignature: [Signature] (SEAL)Print Name: THOMAS L. BROWN

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Alexis M. Vreeland, Notary Public of the County and State aforesaid,
 certify that Robin Claire Beddingfield personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 26 day of January, 2024.

[Signature]
 NOTARY PUBLIC

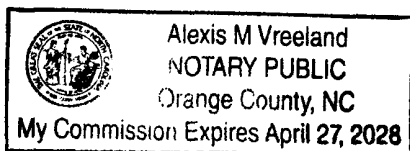
Alexis M. Vreeland
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: April 27, 2028

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Alexis M. Vreeland, Notary Public of the County and State aforesaid,
 certify that Thomas Lynn Brown personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 26 day of January, 2024.

[Signature]
 NOTARY PUBLIC

Alexis M. Vreeland
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: April 27, 2028

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

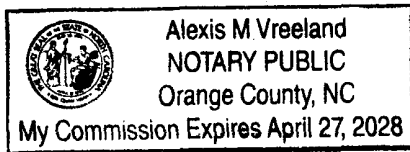
LOT NUMBER 9Signature: [Signature]Print Name: Lisa Lee Hoffman StarrSignature: [Signature]Print Name: Wayne Terry Starr

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Alexis M. Vreeland, Notary Public of the County and State aforesaid,
 certify that Lisa Lee Hoffman Starr personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 27 day of February, 2024.



[Signature]
 NOTARY PUBLIC

Alexis M. Vreeland
 (PRINT OR TYPE NAME OF NOTARY)

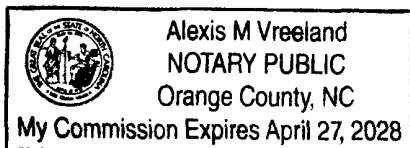
My commission expires: April 27, 2028

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Alexis M. Vreeland, Notary Public of the County and State aforesaid,
 certify that Wayne Terry Starr personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 27 day of February, 2024.



[Signature]
 NOTARY PUBLIC

Alexis M. Vreeland
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: April 27, 2028

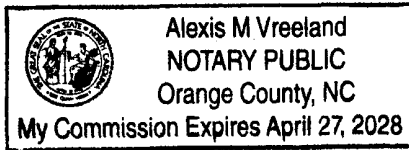
Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER 10Signature: Lisa Ferrao PriesterPrint Name: Lisa Ferrao PriesterSignature: Amos U. Priester IVPrint Name: Amos U. PRIESTER IV

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Alexis M Vreeland, Notary Public of the County and State aforesaid,
 certify that Lisa F. Priester personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 15 day of February, 2024.

[Signature]
 NOTARY PUBLIC

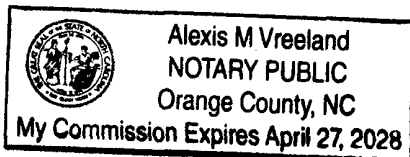
Alexis M. Vreeland
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: April 27, 2028

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Alexis M. Vreeland, Notary Public of the County and State aforesaid,
 certify that Amos U. Priester IV personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 15 day of February, 2024.

[Signature]
 NOTARY PUBLIC

Alexis M. Vreeland
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: April 27, 2028

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

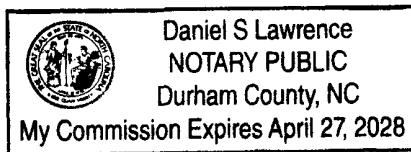
LOT NUMBER 14Signature: Linda A. ThomasPrint Name: LINDA A. THOMASSignature: Arthur Kent ThomasPrint Name: Arthur Kent Thomas

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Daniel S. Lawrence, Notary Public of the County and State aforesaid,
 certify that Linda A. Thomas personally
 appeared before me this day and acknowledged the foregoing instrument.

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



Daniel S. Lawrence
 NOTARY PUBLIC

Daniel S. Lawrence
 (PRINT OR TYPE NAME OF NOTARY)

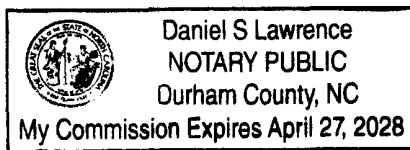
My commission expires: April 27, 2028

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Daniel S. Lawrence, Notary Public of the County and State aforesaid,
 certify that Arthur Kent Thomas personally
 appeared before me this day and acknowledged the foregoing instrument.

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



Daniel S. Lawrence
 NOTARY PUBLIC

Daniel S. Lawrence
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: April 27, 2028

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER 16

Signature: _____

Print Name: _____

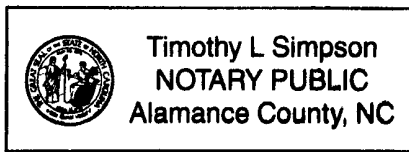
Signature: _____

Print Name: _____

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, Timothy L. Simpson, Notary Public of the County and State aforesaid,
 certify that THOMAS M. REA personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 22 day of FEBRUARY, 2024.



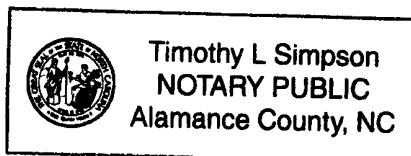
Timothy L. Simpson
 NOTARY PUBLIC
Timothy L. Simpson
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: JUNE 19, 2027

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, Timothy L. Simpson, Notary Public of the County and State aforesaid,
 certify that AMY E. REA personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 22 day of FEBRUARY, 2024.



Timothy L. Simpson
 NOTARY PUBLIC
Timothy L. Simpson
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: JUNE 19, 2027

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

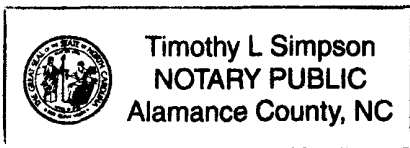
as of 9th day of December, 2023, by the Property OwnersLOT NUMBER 17Signature: Clair F MillerPrint Name: CLAIR F MillerSignature: Shelley A MillerPrint Name: Shelley A. Miller

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

I, Timothy L. Simpson, Notary Public of the County and State aforesaid,
 certify that CLAIR F. MILLER personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 7th day of FEBRUARY, 2024.



Timothy L. Simpson
 NOTARY PUBLIC

Timothy L. Simpson
 (PRINT OR TYPE NAME OF NOTARY)

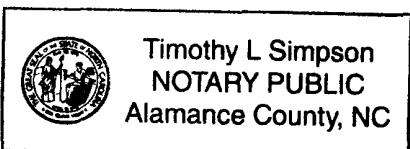
My commission expires: JUNE 19, 2027

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

I, Timothy L. Simpson, Notary Public of the County and State aforesaid,
 certify that SHELLEY A. MILLER personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 7th day of FEBRUARY, 2024.



Timothy L. Simpson
 NOTARY PUBLIC

Timothy L. Simpson
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: JUNE 19, 2027

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER 18

Signature: Sheila Goss
Print Name: Sheila Goss

STATE OF NORTH CAROLINA
COUNTY OF Orange

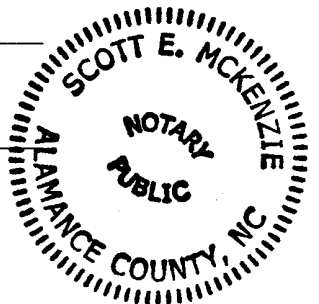
I, Scott E McKenzie, Notary Public of the County and State aforesaid,
certify that Sheila Goss personally appeared before me this day
and acknowledged the foregoing instrument.

Witness my hand and seal, this the 10 day of May, 2024.

Scott E McKenzie
NOTARY PUBLIC

Scott E McKenzie
(PRINT OR TYPE NAME OF NOTARY)

My commission expires: April 09, 2028



Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER 19

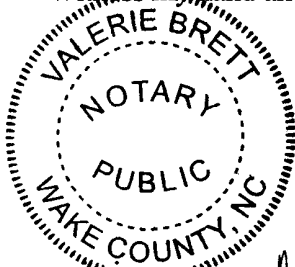
Signature: P. David Pearsall
Print Name: P. David Pearsall

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Valerie Brett, Notary Public of the County and State aforesaid,
certify that P. David Pearsall personally appeared before me this day
and acknowledged the foregoing instrument.

Witness my hand and seal, this the 29 day of January, 2024.



Valerie Brett
NOTARY PUBLIC

Valerie Brett
(PRINT OR TYPE NAME OF NOTARY)

My commission expires: May 9, 2026

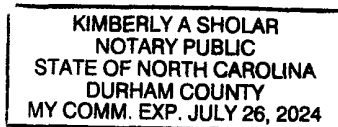
*Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision*LOT NUMBER 20Signature: George W. WilliamsPrint Name: George W. WilliamsSignature: Shawn D. WilliamsPrint Name: SHAWN D. WILLIAMS

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Kimberly A Sholar, Notary Public of the County and State aforesaid,
 certify that George W. Williams personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 29th day of January, 2024.



Kimberly A Sholar
 NOTARY PUBLIC

Kimberly A Sholar
 (PRINT OR TYPE NAME OF NOTARY)

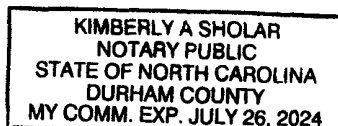
My commission expires: July 26, 2024

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Kimberly A Sholar, Notary Public of the County and State aforesaid,
 certify that Shawn D Williams personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 29th day of January, 2024.



Kimberly A Sholar
 NOTARY PUBLIC

Kimberly A Sholar
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: July 26, 2024

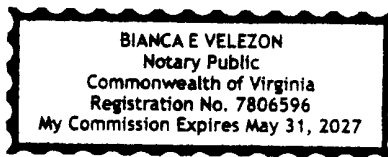
Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER 21Signature: Eugene W. Desaulniers IIIPrint Name: Eugene W. Desaulniers IIISignature: Laura T. DesaulniersPrint Name: Laura T. Desaulniers

Virginia
~~STATE OF NORTH CAROLINA~~
 COUNTY OF Fairfax

I, Bianca E. Velezon, Notary Public of the County and State aforesaid,
 certify that Eugene W. Desaulniers III personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 20 day of February, 2024.



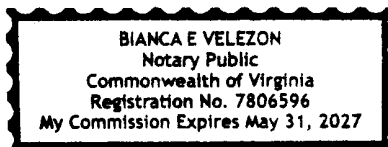
Bianca E. Velezon
 NOTARY PUBLIC
 Bianca E. Velezon
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: May 31, 2027

Virginia
~~STATE OF NORTH CAROLINA~~
 COUNTY OF Fairfax

I, Bianca E. Velezon, Notary Public of the County and State aforesaid,
 certify that Laura T. Desaulniers personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 20 day of February, 2024.



Bianca E. Velezon
 NOTARY PUBLIC
 Bianca E. Velezon
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: May 31, 2027

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

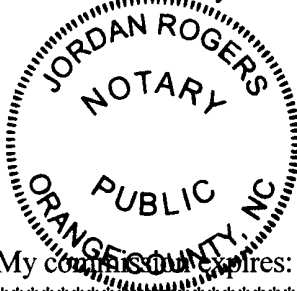
LOT NUMBER 22Signature: Kenneth PharesPrint Name: Kenneth PharesSignature: Teresa S PharesPrint Name: Teresa S Phares

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Jordan Rogers, Notary Public of the County and State aforesaid,
 certify that Kenneth Phares personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 13th day of February, 2024.



Jordan Rogers
 NOTARY PUBLIC
 (PRINT OR TYPE NAME OF NOTARY)

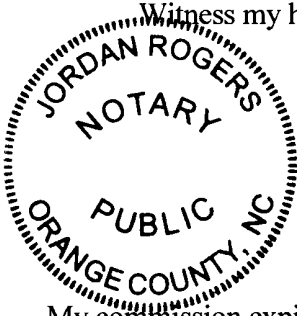
My commission expires: 08/17/2028

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Jordan Rogers, Notary Public of the County and State aforesaid,
 certify that ~~the~~ Teresa S Phares personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 13th day of February, 2024.



Jordan Rogers
 NOTARY PUBLIC
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: 08/17/2028

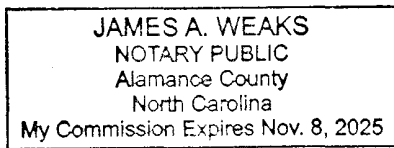
Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER 24Signature: Rodney L. ChaneyPrint Name: Rodney L. ChaneySignature: Gayle W ChaneyPrint Name: Gayle W Chaney

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I, James A. Weeks, Notary Public of the County and State aforesaid,
 certify that Rodney L. Chaney personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 26 day of February, 2024.



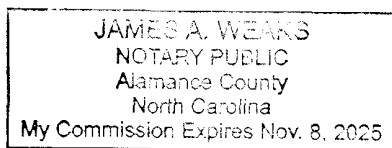
James A. Weeks
 NOTARY PUBLIC
James A. Weeks
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: 8 Nov 2025

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I, James A. Weeks, Notary Public of the County and State aforesaid,
 certify that Gayle W. Chaney personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 26 day of February, 2024.



James A. Weeks
 NOTARY PUBLIC
James A. Weeks
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: 8 Nov 2025

*Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision*LOT NUMBER 25

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Cynthia T. Shriner, Notary Public of the County and State aforesaid,
 certify that Earl W. Tye personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 27th day of February, 2024.



C. T. S.
 NOTARY PUBLIC

Cynthia T. Shriner
 (PRINT OR TYPE NAME OF NOTARY)

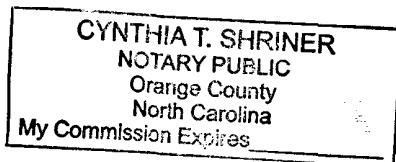
My commission expires: 4/14/2027

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Cynthia T. Shriner, Notary Public of the County and State aforesaid,
 certify that Leslie B. Tye personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 26th day of February, 2024.



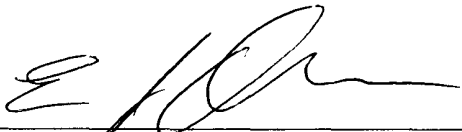
C. T. S.
 NOTARY PUBLIC

Cynthia T. Shriner
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: 4/14/2027

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

LOT NUMBER **26**

Signature: 

Print Name: **Eric J. Oliver**

Signature: _____

Print Name: _____

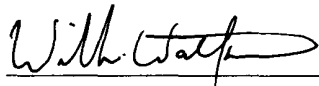
STATE OF NORTH CAROLINA

COUNTY OF Orange

I, William Watkins, Notary Public of the County and State
aforesaid, certify that
Eric John Oliver personally
appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 14th day of March, 2024.





NOTARY PUBLIC

William Watkins

(PRINT OR TYPE NAME OF NOTARY)

My commission expires: August 27, 2025

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, Notary Public of the County and State
aforesaid, certify that
_____ personally
appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the _____ day of _____, 2024.

NOTARY PUBLIC

(PRINT OR TYPE NAME OF NOTARY)

My commission expires: _____

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tree Farm Subdivision

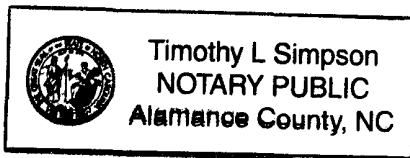
LOT NUMBER 28Signature: Gregory L. Starks Sr.Print Name: Gregory L. Starks Sr.Signature: Monique Latoya Anderson StarksPrint Name: Monique Latoya Anderson Starks

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

I, Timothy L. Simpson, Notary Public of the County and State aforesaid,
 certify that GREGORY L. STARKS, SR. personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 23RD day of FEBRUARY, 2024.



Timothy L. Simpson
 NOTARY PUBLIC
Timothy L. Simpson
 (PRINT OR TYPE NAME OF NOTARY)

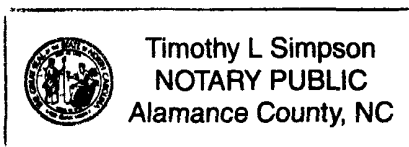
My commission expires: JUNE 19, 2027

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

I, Timothy L. Simpson, Notary Public of the County and State aforesaid,
 certify that MONIQUE LATOYA ANDERSON STARKS personally
 appeared before me this day and acknowledged the foregoing instrument.

Witness my hand and seal, this the 23RD day of FEBRUARY, 2024.



Timothy L. Simpson
 NOTARY PUBLIC
Timothy L. Simpson
 (PRINT OR TYPE NAME OF NOTARY)

My commission expires: JUNE 19, 2027