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NEW HANOVER COUNTY, NC

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS FOR
THE RESERVE AT BEAUMONT OAKS

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

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Table of Contents

Article 1: Definitions	1
1.1 Act.....	1
1.2 Articles of Incorporation.....	1
1.3 Assessment.....	1
1.4 Association.....	1
1.5 Association Documents	2
1.6 Benefited Assessment	2
1.7 Board of Directors or Board	2
1.8 Buffer Area	2
1.9 Builder.....	2
1.10 Business and Trade	2
1.11 Bylaws.....	2
1.12 Common Elements.....	2
1.13 Common Expenses.....	3
1.14 Community-Wide Standard	3
1.15 Declarant	3
1.16 Declaration.....	3
1.17 Design Guidelines.....	3
1.18 Development Period.....	3
1.19 Dwelling Unit.....	3
1.20 Landscaping	3
1.21 Limited Common Elements	4
1.22 Lot.....	4
1.23 Member	4
1.24 Mortgage	4
1.25 Mortgagee	4
1.26 Owner.....	4
1.27 Permit.....	4
1.28 Person.....	4
1.29 Project	4
1.30 Property.....	4
1.31 REA.....	5
1.32 REA Common Area.....	5
1.33 Register of Deeds.....	5
1.34 Stormwater Management Facilities	5
1.35 Supplemental Declaration.....	5
1.36 Townhomes Common Owner.....	5
1.37 Townhome Lot.....	6
1.38 Townhome Unit	6
1.39 Upkeep	6
1.40 Use Restrictions	6
1.41 Utility Company.....	6

Article 2: Property Rights.....	6
2.1 Common Elements.....	6
2.2 Recreational Facilities.....	7
2.3 Declaration of Restrictions	7
2.4 REA.....	7
Article 3: Association Function, Membership and Voting Rights	7
3.1 Function of Association	7
3.2 Membership	8
3.3 Voting	8
Article 4: Association Rights, Obligations and Services.....	8
4.1 Personal Property and Real Property for Common Use	8
4.2 Implied Rights; Board Authority	8
4.3 Dedication of Common Elements.....	9
4.4 Disclaimer of Liability.....	9
4.5 Safety	10
4.6 Provision of Services	10
4.7 Change of Use of Common Elements.....	11
4.8 View Impairment	11
4.9 Relationship with Tax-Exempt Organizations.....	11
Article 5: Maintenance	12
5.1 Association's Responsibility	12
5.2 Owner's Responsibility	13
5.3 Party Walls on Townhome Lots	13
5.4 Standard of Performance.....	15
Article 6: Insurance and Casualty Losses.....	15
6.1 Association Insurance	15
6.2 Association Policy Requirements	16
6.3 Owner's Insurance.....	18
6.4 Reconstruction	18
6.5 Loss Adjustment, Repair and Proceeds	18
Article 7: No Partition	18
Article 8: Permit: Transfer, Responsibilities and Covenants.....	19
8.1 Transfer to and Acceptance by Association.....	19
8.2 Association Indemnification	19
8.3 Administration of Permit	19
8.4 Easement for Upkeep and Enforcement	20

8.5	Permit Covenants	20
Article 9: Annexation and Withdrawal of Property.....		21
9.1	Annexation Without Approval of Membership	21
9.2	Annexation With Approval of Membership	21
9.3	Withdrawal of Property.....	22
9.4	Additional Covenants and Easements.....	22
9.5	Amendment.....	22
9.6	Additional Members	22
Article 10: Assessments.....		22
10.1	Creation of Assessments	22
10.2	Declarant's Obligation for Assessments	23
10.3	Builder's Obligations for Assessments	24
10.4	Computation of Annual Assessment.....	24
10.5	Reserve Budget and Special Reserve Assessment.....	25
10.6	Benefited Assessments.....	25
10.7	Date of Commencement of Assessments.....	26
10.8	Lien for Assessments	26
10.9	Acceleration	27
10.10	Failure to Assess	27
10.11	Exempt Property	27
10.12	Initial Working Capital Fund.....	27
Article 11: Architectural and Design Standards		27
11.1	General.....	27
11.2	Architectural and Design Review	28
11.3	Guidelines and Procedures.....	29
11.4	Submission of Plans and Specifications	30
11.5	No Waiver of Future Approvals	31
11.6	Variances.....	31
11.7	Limitation of Liability.....	31
11.8	Enforcement.....	31
Article 12: Plan of Development and Use Restrictions		32
12.1	Plan of Development: Applicability: Effect	32
12.2	Authority to Promulgate Use Restrictions and Rules	32
12.3	Owners' Acknowledgment.....	33
12.4	Use Restrictions	33
12.5	Rights of Owners	33
Article 13: Easements.....		35
13.1	Easements of Encroachment.....	35

13.2	Easements for Utilities, Etc.....	35
13.3	Easements to Serve Other Property	35
13.4	Development and Other Easements	36
13.5	Easements for Cross-Drainage.....	36
13.6	Right of Entry	36
13.7	Easements for Maintenance and Enforcement.....	36
13.8	Rights to Stormwater Runoff, Effluent and Water Reclamation	37
13.9	Access and Utility Easements.....	37
13.10	Sign Easement.....	37
Article 14: Mortgage Provisions.....		37
14.1	Notices of Action	37
14.2	No Priority	38
14.3	Notice to Association.....	38
Article 15: Declarant's Rights.....		38
15.1	Declarant's Rights	38
15.2	Transfer of Declarant's Rights	39
15.3	Modification of Development Plan.....	39
15.4	Development Easements.....	39
15.5	Marketing and Sales.....	39
15.6	Declarant Approval to Changes in Association Documents.....	40
15.7	Unimpeded Access.....	40
15.8	Additional Declarations/Restrictions	40
15.9	Governmental Interests	41
15.10	Owner's Responsibility	41
Article 16: Compliance and Enforcement		41
16.1	General Remedies	41
16.2	Enforcement/Sanctions	41
16.3	Self-Help Remedies	41
16.4	Cumulative Remedies/Attorneys' Fees	42
16.5	Association's Right Not to Take Action	42
16.6	Enforcement by Owner	42
Article 17: General Provisions.....		42
17.1	Term.....	42
17.2	Amendment.....	42
17.3	Litigation.....	43
17.4	Hearing Procedures	44
17.5	Severability	45
17.6	Use of the Words	45
17.7	Notice of Sale or Transfer of Title.....	45
17.8	Attorneys' Fees.....	46

EXHIBIT A - Initial Property

EXHIBIT B - Use Restrictions

EXHIBIT C - Townhome Lots

EXHIBIT D - Operation and Maintenance Agreement

EXHIBIT E - Sign Easement

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS
FOR
THE RESERVE AT BEAUMONT OAKS

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR THE RESERVE AT BEAUMONT OAKS ("Declaration") is made this 21st day of July, 2022, by MURRAY FARM DEVELOPERS, LLC, a North Carolina limited liability company (herein referred to as the "Declarant"); FLAGSTAR BANK, FSB, a federally chartered savings bank ("Lender"); and ALL PROSPECTIVE PURCHASERS AND OWNERS of real property within the planned community generally known as "The Reserve at Beaumont Oaks."

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit A, which is attached hereto and incorporated herein by reference, and desires to create a planned community pursuant to the provisions of Chapter 47F of the General Statutes of North Carolina and impose upon the Property (as defined in Article 1) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property; and,

WHEREAS, Declarant hereby declares that all of the Property and any additional property subjected to this Declaration by Supplemental Declaration (as defined in Article 1) shall be held, sold, used and conveyed subject to the Act (as defined in Article 1) and to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the desirability of, and which shall run with, the real property subjected to this Declaration. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns.

Article 1. Definitions.

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "Act": Chapter 47F of the General Statutes of North Carolina designated as the North Carolina Planned Community Act.

1.2 "Articles of Incorporation": The Articles of Incorporation of The Reserve at Beaumont Oaks Owners Association, as filed with the North Carolina Secretary of State.

1.3 "Assessment": Assessments levied on all Lots to fund the Common Expenses.

1.4 "Association": The Reserve at Beaumont Oaks Owners Association, a North Carolina nonprofit corporation, its successors and assigns.

1.5 "Association Documents": Collectively the Articles of Incorporation of the Association, the Bylaws of the Association, this Declaration, the rules and regulations, and any resolutions adopted by the Board, all as may be amended, restated and revised from time to time. Any exhibit, schedule or amendment to an Association Document shall be considered a part of that document.

1.6 "Benefited Assessment": Assessments levied under Section 10.6.

1.7 "Board of Directors" or "Board": The body responsible for administration of the Association selected as provided in the Bylaws.

1.8 "Buffer Area": All of the property within the areas labeled "24' Perimeter Setback/Vegetated Buffer" and "20' Perimeter Setback/Vegetated Buffer" as shown on the plat recorded in Map Book 71, Pages 288-290 in the office of the Register of Deeds of New Hanover County.

1.9 "Builder": Any Person who purchases one or more Lots for the purpose of constructing Dwelling Units for resale to consumers in the ordinary course of its business, or who purchases one or more parcels of land within the Property for further development and/or sale or resale in the ordinary course of its business.

1.10 "Business and Trade": 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 family of the producer of such goods or services and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

1.11 "Bylaws": The Bylaws of the Association as they may be amended from time to time.

1.12 "Common Elements": All real and personal property in which the Association now or hereafter owns, leases or otherwise holds possessory or use rights for the common use and enjoyment of the Owners, including easements held by the Association for those purposes. The term shall include, without limitation, any Recreational Facilities (hereinafter defined) (if constructed by Declarant and transferred to the Association as provided in Section 2.2), REA Common Area, signage and/or landscape easements as the same may be depicted on recorded maps of the Property, landscape medians, roads, cul de sacs, lakes, ponds, rivers, streams, wetlands and preservation areas. The term shall also include any and all permits and other such intangible property including, but not limited to, the Stormwater Management Permit. Notwithstanding this definition, to the extent that the provisions of the Act apply to "Common Elements," including without limitation, the provisions of the N.C. Gen. Stat. § 47F-3-112, those provisions shall only apply to Common Elements as defined in the Act.

1.13 "Common Expenses": Any and all expenditures made by or financial liabilities and obligations of the Association, together with any allocations to reserves.

1.14 "Community-Wide Standard": The standard of conduct, upkeep, or other activity generally prevailing throughout the Property. The standard shall be established initially by Declarant and thereafter shall be determined by the Board of Directors and the Architectural Committee (as defined in Section 11.2(a)). The standard may contain both objective and subjective elements, and may evolve and change as development progresses and as the needs and desires within the Property change.

1.15 "Declarant": **Murray Farm Developers, LLC**, a North Carolina limited liability company, or any successor, successor-in-title, or assignee thereof, which has or takes title to any portion of the Property described on Exhibit A or any property made subject to this Declaration for the purpose of development and/or resale in the ordinary course of business and who is designated as Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.16 "Declaration": This Declaration, any Supplemental Declaration as may be applicable to separate portions of the Property, any exhibit, schedule or amendment thereto, all as may be amended, restated and revised from time to time.

1.17 "Design Guidelines": The architectural, design, development, and other guidelines, standards, controls, and procedures including but not limited to, application and review procedures, adopted pursuant to Article 11 and applicable to the Property.

1.18 "Development Period": The period ending on the earliest of (a) twenty-five (25) years from the date this Declaration is recorded in the Register of Deeds; provided, that if Declarant is delayed in the improvement and development of the Property as a result of a sewer, water or building permit moratorium or other cause or event beyond Declarant's control, then the aforesaid period shall be extended for the length of the delay plus an additional two (2) years upon written notice to the Association of such extension; (b) one (1) year after all of the following occur: (i) Declarant no longer owns any Lots, (ii) the Permit has been transferred to the Association, (iii) all requirements under the Erosion and Sediment Control plan for the Project have been completed, (iv) all Common Elements, including any utility lines, have been conveyed to the Association, and (v) all of the members of the Board are elected by the Members; or (c) the date specified by Declarant in a written notice to the Association that the Development Period is to terminate on that date so stated.

1.19 "Dwelling Unit": Any building or structure or portion of a building or structure situated upon a Lot which is intended for use and occupancy as an attached or detached residence for a single family. "Dwelling Unit" shall include within its meaning Townhome Units, as that term is defined herein.

1.20 "Landscaping": Living plants, shrubs, trees, vegetation, ground coverings (including grass and sod) and appurtenant live/growing vegetative materials, straw, mulches, composting materials, pools (other than swimming pools), ornamental ponds,

ornamental structures and any other living or non-living material or structure reasonably constituting a part of any or all of the foregoing installed upon a Lot.

1.21 "Limited Common Elements": A portion of the Common Elements allocated by this Declaration or by operation of law for the exclusive use of one (1) or more but fewer than all of the Lots. Limited Common Elements may also be shown on any map of the Project recorded in the Register of Deeds.

1.22 "Lot": A portion of the Property, whether improved or unimproved, other than Common Elements and property dedicated to the public, which may be independently owned and conveyed and which is separately identified on a map of all or any portion of the Property recorded in the Register of Deeds. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon including but not limited to the Dwelling Unit. "Lot" shall include within its meaning Townhome Lots, as that term is defined herein.

For all purposes set forth in the Association Documents, a Lot comes into existence on the later of recordation in the Register of Deeds of (i) a map or plat depicting said Lot or (ii) a Supplemental Declaration defining and subjecting the proposed Lot to the same and this Declaration.

1.23 "Member": A Person having membership in the Association consistent with Section 3.2 of this Declaration.

1.24 "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.25 "Mortgagee": A beneficiary or holder of a Mortgage.

1.26 "Owner": One or more Persons who hold the record title to any Lot, except Persons holding an interest merely as security for the performance of an obligation in which case the equitable owner will be considered the Owner.

1.27 "Permit": North Carolina Stormwater Management Permit No. SW8 210103 issued for the real property described in Exhibit A, and any additional North Carolina Stormwater Management Permits, applicable to the Property, and any amendments, additions or replacements thereof.

1.28 "Person": A natural person, corporation, limited liability company, partnership, trust, or any other legal entity.

1.29 "Project": The **Reserve at Beaumont Oaks** development located on the Property.

1.30 "Property": The real property described in Exhibit A, together with such additional property as is subjected to this Declaration in accordance with Article 9.

1.31 "REA": That certain Declaration of Reciprocal Easements, Restrictions and Covenants recorded in Book 6507, Page 1260 in the office of the Register of Deeds of New Hanover County and all of the applicable easements, restrictions, provisions, declarations, rights, powers, covenants, conditions and obligations related to the Property and REA Common Area (as defined herein), thereby imposed and contained therein, which shall be binding upon the Owners, their successors and assigns, and all other persons acquiring any interest in the Property, or any portion thereof, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Owners' respective properties and their respective successors and assigns. All the applicable provisions of the REA shall constitute covenants running with the land.

1.32 "REA Common Area": All real and personal property, including but not limited to, the Access Easement and Utility Easement (as both are described in the REA) and other easements and rights, which are held, or provide, for the common use and enjoyment of the Owners and as provided in the REA.

1.33 "Register of Deeds": The office of the Register of Deeds of New Hanover County, North Carolina.

1.34 "Stormwater Management Facilities": All areas consisting of ditches and swales, retention ponds and other improvements which are constructed pursuant to, and regulated by, the Permit.

1.35 "Supplemental Declaration": An amendment or supplement to this Declaration filed pursuant to Article 9 which subjects additional property to this Declaration and identifies the Common Elements within the additional property, if any, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

1.36 "Townhomes Common Owner": RAS Property Group, LLC, and its successors and assigns, provided that any such successor or assign must purchase all of the Townhome Lots for the purpose of renting each one to separate Persons to have and enjoy the rights of the Townhomes Common Owner set forth in this Declaration.

1.37 Townhome Lot: A Lot upon which a Townhome Unit is situated. The initial Lots designated as Townhome Lots are set forth on Exhibit C. The Declarant may designate additional Lots as Townhome Lots. The Declarant may designate Lots added to the planned community pursuant to Article 9 as Townhome Lots by Supplemental Declaration.

1.38 Townhome Unit: A portion of a building or structure situated upon a Townhome Lot which is intended for use and occupancy as an attached residence for a single family.

1.39 "Upkeep": Care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

1.40 "Use Restrictions": The rules and use restrictions are more fully defined as set forth in Article 12.

1.41 "Utility Company": A public or private company or entity duly licensed and authorized by the North Carolina Utilities Commission to provide utility services within a specified franchise area and any entity providing utility services on behalf of a body politic, municipality or other governmental body or entity.

Article 2. Property Rights.

2.1 Common Elements: Every Owner shall have a right and nonexclusive easement, in common with all other Owners, of use, access, and enjoyment in and to the Common Elements, subject to:

- (a) The Association Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) All applicable provisions of the Act including, but not limited to, the following:
 - (i) The right of the Board to adopt rules, regulations or policies regulating the use and enjoyment of the Common Elements, including rules restricting use of Recreational Facilities (as hereinafter defined) within the Common Elements to Owners, their families, lessees and guests, and rules limiting the number of occupants and guests who may use the Common Elements;
 - (ii) The right of the Association to dedicate or transfer all or any part of the Common Elements to governmental entities pursuant to Section 4.3;
 - (iii) The right of the Board to impose reasonable requirements for the use of any Recreational Facility or other improvements situated upon the Common Elements;
 - (iv) The right of the Board to permit use of any Recreational Facilities situated on the Common Elements by Persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;
 - (v) The right of the Board to create, enter agreements with, grant easements to and transfer portions of the Common Elements to tax-exempt organizations under Section 4.9;

- (vi) The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred by the Association; and
 - (vii) The right of the Association to convey or encumber portions of the Common Elements as provided in the Act.
- (d) The right of the Board to suspend the privilege of an Owner to use Recreational Facilities within the Common Elements.
- (e) The right of the Association to rent or lease portions of the Common Elements including the Recreational Facilities (as defined in Section 2.2 herein) on a short-term basis to any Owner for the exclusive use of such Owner and such Owner's family and guests.
- (f) The REA.

2.2 Recreational Facilities. Declarant may, but has no obligation to, construct community center/clubhouses, swimming pools, and other recreational improvements and facilities within the Common Elements (the "Recreational Facilities"). If constructed, the Recreational Facilities will be provided for the benefit of Owners of Lots, their families, tenants and guests within the Property described on Exhibit A. The Recreational Facilities shall be maintained as part of the Common Elements out of assessments imposed on all Owners who have the right of access to and the use of the Recreational Facilities in accordance with the provisions of Section 2.1. The Association may impose reasonable regulations regarding the use of any such Recreational Facilities to insure accessibility, safety, harmony and preservation of any such Recreational Facilities. The cost of the management, operation, maintenance, repair, servicing, replacement and renewal of the Recreational Facilities shall be deemed Common Expenses as to all Owners who have the right of access to and use of said Recreational Facilities.

DECLARANT WILL CONSTRUCT A CLUBHOUSE. DECLARANT HAS NO OBLIGATION TO CONSTRUCT ANY OTHER RECREATIONAL FACILITIES, THE CONSTRUCTION OF THE SAME BEING IN THE SOLE DISCRETION OF DECLARANT.

2.3 Declaration of Restrictions. The terms of the Declaration of Restrictions recorded in Book ____, Page ____ in the office of the Register of Deeds of New Hanover County ("Declaration of Restrictions") are incorporated by reference herein.

2.4 REA. The terms of the REA are incorporated herein by reference.

Article 3. Association Function, Membership and Voting Rights.

3.1 Function of Association. The Association shall be the entity responsible for management, Upkeep, operation and control of the Common Elements. The Association

shall be the primary entity responsible for enforcement of the Association Documents. The Association shall perform its functions in accordance with the Association Documents and North Carolina law. The Association shall have all powers reasonably necessary to perform its functions and obligations described in the Association Documents including, but not limited to, all powers set forth in Chapter 55A of the North Carolina General Statutes and the Act.

3.2 Membership. Every Owner shall be a Member of the Association. If a Lot is owned by more than one Person, all co-Owners shall be Members and share the privileges of such membership, subject to reasonable Board regulation, such reasonable fees as may be established under Section 2.1, and the restrictions on voting set forth in Section 3.3 and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is a corporation, limited liability company, partnership or other legal entity may be exercised by any officer, director, manager, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.3 Voting. All Owners shall have one (1) equal vote for each Lot in which they hold the interest required for membership under Section 3.2, provided, there shall be only one (1) vote per Lot.

(a) Declarant may, by Supplemental Declaration, create additional classes of membership for the Owners of Lots within any additional property made subject to this Declaration, with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

(b) Except as otherwise specified in this Declaration or the Bylaws or as required by law, the vote for each Lot shall be exercised by the Owner. In any situation in which there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. Absent such notice to the Association, the Lot vote shall be suspended if more than one Person seeks to exercise it. If the co-Owners are unable to agree on how the vote should be cast, it will be disregarded.

Article 4. Association Rights, Obligations and Services.

4.1 Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate located within the Property, personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Elements by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed, including but not limited to restrictions governing the use of such property.

4.2 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Association Documents or which may be reasonably

implied from, or reasonably necessary to effectuate, any such right or privilege. Except as otherwise specifically provided in the Association Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.3 Dedication of Common Elements. The Association may dedicate or grant easements over portions of the Common Elements to any local, state, or federal governmental entity or any Utility Company.

4.4 Disclaimer of Liability. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to promote the health, safety and welfare of Owners and occupants of any Lot.

(a) Notwithstanding anything contained herein or in the Association Documents or the Act, neither the Association, the Board, the management company of the Association, Declarant nor any successor Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or occupant of any Lot or any tenant, guest or invitee of any Owner or occupant or for any property of any such Persons. Each Owner and occupant of a Lot and each tenant, guest and invitee of any Owner or occupant shall assume all risks associated with the use and enjoyment of the Property, including all Recreational Facilities.

(b) Neither the Association, the Board, the management company of the Association, Declarant, nor any successor Declarant shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Property. Each Owner and occupant of a Lot and each family member, tenant, guest, and invitee of any Owner or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of utility lines or utility sub-stations and further acknowledges that the Association, the Board, the management company of the Association, Declarant or any successor Declarant have made no representations or warranties, nor has any Owner or occupant, or any family member, tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

(c) No provision of the Association Documents shall be interpreted as creating a duty of the Association, the Board, the management company of the Association, Declarant nor any successor Declarant to protect or further the health, safety or welfare of any Person(s), even if the funds of the Association are used for any such purpose.

Each Owner (by virtue of his or her acceptance of title to his or her Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands and causes of action against the Association, the management company of the Association, if any, Declarant and any successor Declarant, their directors, officers, committee and Board members, employees, agents, contractors, subcontractors, successors and assigns arising from or connected with any matter for which the liability has been disclaimed.