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BOOK 8759 PAGE 475

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J. LEE WARREN, JR.
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NORTH CAROLINA DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
CUMBERLAND COUNTY OF BLAKEFIELD, PHASE I

THIS DECLARATION, made the 8th day of November, 2011, by BROADWELL LAND COMPANY, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Cedar Creek Township, Cumberland County, North Carolina, which is more particularly described as follows:

Lots 105 through 108, inclusive, Lots 120 through 135, inclusive,
Lots 138 through 161, inclusive, Lots 178 through 185, inclusive, and
Lots 198 through 207, inclusive,
of the BLAKEFIELD, Phase I, Subdivision, a "ZERO LOT LINE"
Development, Property of Broadwell Land Company, Book of Plats
129, Page 126, Cumberland County, North Carolina, Registry.

BEING a portion of the land conveyed to Broadwell Land Company by Blake Farms, Inc. by a deed dated 09/28/05 recorded 09/29/05 in Book 7023, pages 242-244, Cumberland County, North Carolina, Registry, and being a portion of Cumberland County year 2011 PIN 0476-15-0691.

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said property and for the maintenance of common properties in said property and under a general plan or scheme of improvement desires to subject said property to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter act forth, hereinafter referred to as the "Covenants" or the "Declaration", all of which is hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS, the Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which can be delegated and assigned the powers to perform all duties and to file all required reports subsequent to the completed initial construction and inspection(s) relative to the installed erosion and sedimentation plan for the Blakefield Subdivision, Phase I (Acres approved: 28) as approved by the Letter of Approval dated November 25, 2009, issued to Broadwell Land Company by the North Carolina Department of Environment and

Natural Resources, Division of Land Resources, Land Quality Section, and General Permit No. NCG01000 To Discharge Stormwater Under The National Pollutant Discharge Elimination System issued by the State of North Carolina Department of Environment and Natural Resources, Division of Water Quality, and additional phases of the Blakefield subdivision; and to promote the health, safety and welfare of the residents of the BLAKEFIELD, Phase 1, Subdivision, and any additional properties that may be brought with the jurisdiction of the corporation, and to which can be delegated the power and authority of maintaining and administering the common properties (if any), administering and enforcing these covenants and restrictions, and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement; and

WHEREAS, the Declarant has caused to be incorporated under the laws of the State of North Carolina, a non-profit corporation, Blakefield Property Owners' Association, Inc., for the purpose of exercising the functions aforesaid, which functions are hereinafter more fully set forth;

NOW, THEREFORE, the Declarant declares that Lots 105 through 108, inclusive, Lots 120 through 135, inclusive, Lots 138 through 161, inclusive, Lots 178 through 185, inclusive, and Lots 198 through 207, inclusive, of the BLAKEFIELD, Phase 1, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 129, Page 126, Cumberland County, North Carolina, Registry shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof..

This Declaration and the affirmative and negative burdens of these covenants, shall touch and concern and run with each of Lots 105 through 108, inclusive, Lots 120 through 135, inclusive, Lots 138 through 161, inclusive, Lots 178 through 185, inclusive, and Lots 198 through 207, inclusive, of the BLAKEFIELD, Phase 1, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 129, Page 126, Cumberland County, North Carolina, Registry. All rights and easements reserved by the Declarant hereunder shall also be reserved to the assignees and successors in interest of the Declarant.

ARTICLE I. DEFINITIONS

Section 1. Association. Association shall mean and refer to Blakefield Property Owners' Association, Inc., a North Carolina non-profit corporation, its successors and assigns, the Articles of Incorporation of which are recorded in Deed Book 8743, pages 437-440, and the Bylaws of which are recorded in Deed Book 8743, pages 441-447, Cumberland County Registry.

Section 2. Declarant. Declarant shall mean and refer to Broadwell Land Company, a North Carolina business corporation, 903 Hay Street, P. O. Box 53587, Fayetteville, NC 28305-3587, its successors and assigns.

Section 3. Lot and Lots. Lot shall mean and refer to each of Lots 105 through 108, inclusive, Lots 120 through 135, inclusive, Lots 138 through 161, inclusive, Lots 178 through 185, inclusive, and Lots 198 through 207, inclusive, of the BLAKEFIELD, Phase 1, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 129, Page 126, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the Blakefield Property Owners' Association, Inc. Lots shall mean and refer

collectively to Lots 105 through 108, inclusive, Lots 120 through 135, inclusive, Lots 138 through 161, inclusive, Lots 178 through 185, inclusive, and Lots 198 through 207, inclusive, of the BLAKEFIELD, Phase 1, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 129, Page 126, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the Blakefield Property Owners' Association, Inc. Additional building lots as are brought by Declarant under the jurisdiction of the Blakefield Property Owners' Association, Inc. Lots may include future sections of the Blakefield Subdivision as the same may be developed from time to time except that no future sections of the Blakefield Subdivision shall become subject to these covenants until after the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants, or portions of same. The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of Declarant, to reflect the different character, if any, of the new section, but such modification shall have no effect on the properties described herein.

Section 4. Assessable Lots. The Assessable Lots shall be determined as of January 1 of each fiscal year of the Association and shall consist of Lots 105 through 108, inclusive, Lots 120 through 135, inclusive, Lots 138 through 161, inclusive, Lots 178 through 185, inclusive, and Lots 198 through 207, inclusive, of the BLAKEFIELD, Phase 1, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 129, Page 126, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the Blakefield Property Owners' Association, Inc.

Section 5. Owner. Owner shall mean every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Association, including contract sellers. The term "Owner" is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 6. Membership in Association. Every Owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. Membership shall be pursuant to and may not be separated from ownership of any Lot which is subject by the Declaration to assessment by the Association.

Section 7. Common Area and Common Properties. Common Area (or Common Properties) shall be any real property that may be acquired by the Association for the common use and enjoyment of the Owners of Lots. Common Area does not include the right-of-ways of streets.

Section 8. Declaration. "Covenants" or "Declaration" shall mean this instrument as it may be from time to time amended, supplemented, modified or incorporated by reference.

Section 9. Board of Directors. "Board" or "Board of Directors" shall mean those persons elected or appointed and acting collectively as the Board of Directors of the Association.

Section 10. Common Expenses. "Common Expenses" shall mean and include:

- (1) All sums lawfully assessed by the Association against its members;
- (2) Expenses of administration, maintenance, repair, or replacement of Common Properties;
- (3) Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;
- (4) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the association to purchase or as the Association may deem appropriate to purchase;
- (5) Ad valorem taxes and public assessment charges lawfully levied against Common Properties;

- (6) The cost of performing all duties and filing all required reports subsequent to the completed initial construction and inspection(s) relative to the installed erosion and sedimentation plan for the Blakefield subdivision as approved by the Letter of Approval dated May 20, 2008, issued to Broadwell Land Company by the North Carolina Department of Environment and Natural Resources, Division of Land Resources, Land Quality Section, and General Permit No. NCG01000 To Discharge Stormwater Under The National Pollutant Discharge Elimination System issued by the State of North Carolina Department of Environment and Natural Resources, Division of Water Quality, and additional phases of the Blakefield subdivision;
- (7) The expense of maintenance any roads, streets, easements, landscaping, amenities, taxes or any other expense item associated with any Common Property not located on the Property but permitted to be used by the members of this Association by any adjoining landowner, association or other entity pursuant to any cross-easement, cross-access or other agreement by the Association with the adjoining land owner;
- (8) Expenses for maintenance of security devices or personnel; and,
- (9) Any other expenses determined by the Board or approved by the members to be common expenses of the Association.

Section 11. Offensive or Noxious Activity Defined. "Offensive or Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the Property area by a substantial number of the residents and overnight guests and their reasonable expectations of permanent habitation, vacation meeting, working, recreating, or enjoying sports, music, food, natural surroundings, and entertainment, free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, significantly loud radio, hi-fi, electronic music distractions, and other unreasonable behavior curtailing the reasonable pleasure and use of the facilities within or adjacent to the Property. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Declarant shall not constitute offensive or noxious activity or behavior unless such permit is withdrawn by the Declarant, or its terms and conditions violated.

Section 12. Period of Declarant Control. "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of the following times: (a) When the Declarant is no longer the owner of a Lot in the Blakefield, Phase 1, Subdivision, or any additional phases added to said subdivision; or (b) on January 1, 2022.

Section 12. Fiscal Year: Fiscal year shall mean the fiscal year of the Association and shall be from January 1 through December 31.

Section 13. Eligible Mortgage Holder. Eligible Mortgage Holder shall mean a holder of a first mortgage or deed of trust lien on a Lot that has requested notice of certain matters from the Association.

ARTICLE II. PROPERTIES SUBJECT TO THIS DECLARATION

Section 1. Initial Properties. Lots 105 through 108, inclusive, Lots 120 through 135, inclusive, Lots 138 through 161, inclusive, Lots 178 through 185, inclusive, and Lots 198 through 207, inclusive, of the BLAKEFIELD, Phase 1, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 129, Page 126, Cumberland County, North Carolina, Registry.

Section 2. Other Additions. The Declarant may also include future sections of Blakefield Subdivision as the same may be developed from time to time except that such future sections of

Blakefield Subdivision shall become subject to these covenants only from and after the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants. The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the new section, but such modification shall have no effect on the Property described above.

Section 3. Special Declarant Rights. Declarant reserves the following special Declarant rights for the entire Property, including any future sections of Blakefield Subdivision during the period of Declarant control:

- (a) To complete any and all improvements indicated on the plats and plans;
- (b) To exercise any development right reserved in this Declaration;
- (c) To construct and maintain any sales office, signs advertising the Property or any property which may be added thereto;
- (d) To use easements through the Common Area for the purpose of making improvements within the Property or any property added thereto;
- (e) To alter any drainage swales within drainage easement areas so as in the opinion of the Declarant to make the drainage swales more useful or effective;
- (e) To alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots; or
- (f) To appoint and remove any officer or member of the Association Board during the period of Declarant control.

Section 4. Utilities. (a) Declarant reserves the right to subject the Property in this subdivision to a contract with Progress Energy Carolinas for the installation of street lighting which requires a continuing monthly payment to Progress Energy Carolinas by each residential customer. Upon annexation, the monthly payment shall continue to be paid by SLR (Residential Subdivision Lighting) customers to Progress Energy Carolinas until such time as the governmental authority either accepts the existing street lighting system with PEC (Progress Energy Carolinas) being compensated for any required changes.

(b) Declarant may devote any lot or portion thereof, not already sold, for any construction and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities.

Section 5. Utility, Signage, Landscape, Sight and Drainage Easements. Easements for installation and maintenance for utilities, signage, sight and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage or drainage swales as initially installed or later modified by Declarant, or which may obstruct or retard the flow of water as initially designed and installed or later modified by Declarant. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever.

Section 6. No Fences to be Located Within Certain Drainage Easements Areas. No fences may be constructed within the ten foot drainage easement areas as shown on the recorded plat located on the rear ten feet of Lots 120, 121, 122, Lots 124 to 135, inclusive, Lots 138 to 161, inclusive, and Lots 178 to 184, inclusive, by an owner of these lots, or by others.

ARTICLE III.

PROPERTY RIGHTS

Section 1. Common Area. (a) The initial Common Area is the "OPEN SPACE 0.566 AC. 24,657 SQ. FT." adjoining the western margin of Old Vanv3r Road as shown on the recorded plat.

(b) At the option of Declarant, Declarant may in the future convey to the Association, in trust, and as Common Area, any easements or other property rights, including the easements described in Sections 5 and 6 of ARTICLE II, and including any or all of the drainage canals as shown on the plat "Surveyed For Blake Farms, Inc." recorded in Book of Plats 59, page 126, Cumberland County Registry.

(c) The Association may acquire by gift, purchase or otherwise, and may own, hold, improve, build upon, operate and maintain real or personal property in connection with the affairs of the Association to promote the health, safety and welfare of the residents of the BLAKEFIELD, Phase 1, Subdivision, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2. Owners' Easements of Enjoyment. Every Owner of an Assessable Lot shall have a right of easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Assessable Lot.

ARTICLE IV. EASEMENTS

Section 1. The Association, acting through its officers, agents and employees, shall have the right of unobstructed access at all reasonable times to all properties of Owners as may be reasonably necessary to perform maintenance to the Common Area.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Corporation, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be pursuant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 2. Voting Rights. The corporation shall have two (2) classes of voting membership:

CLASS A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Assessable Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and in the absence of an agreement between the persons holding the interests in any lot the vote for the Lot shall be in the same fractions as the ownership.

CLASS B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Assessable Lot owned. The Class B membership shall cease and be converted to Class A membership

on the happening of either of the following events, whichever occurs earlier: (a) When the Declarant is no longer the owner of any Assessable Lot; or (b) on January 1, 2022.

ARTICLE VI.
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Determination of Lots to be Assessed. The Lots subject to assessments during a fiscal year of the Association shall be the Assessable Lots as of January 1 of the fiscal year of the Association to which the assessment applies.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Assessable Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay assessments to the Association as follows:

- a. Annual Assessments; and
- b. Special Assessments.

All assessments levied by the Association shall be used exclusively for payment of the Common Expenses as defined in Section 10 of Article I.

The Annual Assessments and the Special Assessments on each Assessable Lot, together with interest on delinquent assessments at the rate of six per cent. per annum, costs and reasonable attorney's fees, shall be a charge on and a continuing lien upon the Assessable Lot, and shall also be the personal obligation of the Owner of the Assessable Lot at the time the assessment fell due.

Section 3. Annual Assessments. The Annual Assessments shall be in the amount determined by the Association to be necessary and adequate for the payment of the Common Expenses of the Association.

The maximum Annual Assessment levied for the first fiscal year for which an Annual Assessment is levied shall not exceed \$100.00 per Assessable Lot and no Annual Assessment for any fiscal thereafter shall exceed \$100.00 per Assessable Lot without approval by the the affirmative vote of a majority of the votes cast at a regular or special meeting of the Members.

Section 4. Special Assessment. Any Special Assessment levied in any fiscal year of the Association that exceeds \$100.00 per Assessable Lot will require approval by the the affirmative vote of a majority of the votes cast at a regular or special meeting of the Members.

Section 5. Notice and Quorum. Notice for approval of the Membership in the Association under Sections 3. and 4. immediately above shall be by written notice of the meeting served upon or mailed to each Member of the Association entitled to vote thereat at such address as appears on the books of the Association, at least ten (10) days but not more than fifty (50) days prior to the meeting.

Over twenty (20) percent of the total Owners of the Assessable Lots of the Association, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at a meeting, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. If adjournment

extends past thirty (30) days, notice of the date on which the adjourned meeting is to be reconvened shall be given as herein provided for regular meetings.

Section 6. Uniform Rate of Assessment. Both Annual Assessment and Special Assessments shall be fixed at a uniform rate for all Assessable Lots, and shall be payable as determined and ordered by the Association.

Section 7. Date of Commencement of Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the passage of a resolution by the Board duly establishing same. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association. In the event an Owner does not pay any sums, charges, or assessments required to be paid to the Association by the due date, the Association may enforce its lien for assessments, or take such other action to recover the sums, charges of assessments to which it is entitled, in accordance with the the statutes made and provided. If the Association becomes the owner of a Lot by reason of foreclosure of its lien, it shall offer said Lot for sale, and, at such time as a sale is consummated, it shall deduct from the proceeds of such sale, all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, funds necessary to discharge any liens or mortgages of record, and any all expenses incurred in the resale of the Lot, which shall include but not be limited to advertising expenses, real estate brokerage fees, expenses necessary for the repairing and refurbishing of the Lot in question. All monies remaining after deducting the foregoing items of expenses, costs and other deductions shall be returned to the former owner of the subject Lot.

Section 9. Affirmative Duty of the Association and Association Empowered to Levy Assessment for Taxes; Upon Default Payment is Personal Obligation of Owners. The Association shall be responsible for the provisions of liability insurance, any taxes, and maintenance of recreation area and other facilities located on the Common Areas, and payment of assessments for public and private improvements made to or for the benefit of the Common Area. The Association is empowered to levy assessments for the payment of expenditures for ad valorem taxes levied against the Common Area or public or private capital improvements made to or for the benefit of Common Areas located within the development. Upon default by the Association in the payment of any ad valorem taxes levied against the Common Area(s) to the governmental authority entitled thereto, which default continues for a period of six (6) months, each Owner of an Assessable Lot shall become personally obligated to pay to the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by dividing the total taxes by the total number of Assessable Lots. If not paid by the Owner of the Assessable Lot within thirty (30) days, said sum shall become a continuing lien on the lot or unit of the then owner(s), the owner(s) heirs, devisees, personal representatives and assigns, and the taxing or other governmental authority may either bring an action at law against the Owner personally obligated to pay the same or elect to foreclose the lien against the property of the owner.

Section 10. Rights of Eligible Mortgage Holders. Upon the written authorization filed with the Association of an Owner, or upon the written request of an Eligible Mortgage Holder consented to in writing by the involved Owner and filed with the Association, the Association shall notify such Eligible Mortgage Holder of any delinquency in payment of assessments by such Owner that have remained uncured for a period of sixty (60) days.

Section 11. Indemnification. The Association may indemnify any director or officer of the Association who is made a party to an action by reason of his being or having been a director or officer of the Association against any reasonable expenses, including attorney's fees actually and necessarily

incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, except in relation to such matters as to which such director or officer is adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the corporation.

ARTICLE VII.
USE RESTRICTIONS

Section 1. All Lots shall be used for residential purposes only and shall not be used for any business or commercial purposes, provided, however, that Declarant reserves the right to use any Lot and any improvement thereon owned by Declarant as a model home with sales office. Group family homes are prohibited.

Section 2. All Lots shall be residential lots, and no structure shall be erected, altered, placed or permitted to remain on any of said lots except one detached single family dwelling of not more than two and one-half stories in height, a private garage for not more than three cars and other outbuildings in the rear of the dwelling house which may be incidental to normal residential use in subdivisions of similar category. Manufactured metal buildings may also be placed on the lot for storage. No mobile home (Class A or B) or modular home will be allowed on any Lot to which these covenants apply.

Section 3. (a) No dwelling shall be erected or allowed to remain on any of the said lots which shall contain a heated-area living space of less than one thousand four hundred (1,400) square feet. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted.

(b) No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purposes, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Declarant shall require, including, if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by the Declarant and until a copy of all such plans and specifications, as finally approved by the Declarant have been lodged permanently with the Declarant. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Declarant may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building lot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. Dwellings may be constructed with crawl-space foundations or with slab-on-grade foundations as approved by Declarant. Declarant in approving plans and in its discretion may require that foundation walls must be a minimum of sixteen inches high as measured from the top of the foundation footings. Exterior foundation walls

must be clad in brick or stone veneer. Stucco or imprinted concrete finishes are not allowed on the exterior of the foundation walls.

(b) In the event the Declarant fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of the Declarant shall be presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvements which violates any of the covenants and restrictions herein contained shall be erected or allowed to remain on any part of a lot.

(c) All driveways shall be constructed of concrete.

Section 4. (a) All structures on any of said Lots shall comply with (i) a front setback of thirty (30) feet, a side yard setback of five (5) feet, and a rear yard setback of twenty (20) feet; provided, however, that the rear setback for all exterior peripheral Lots shall be thirty-five (35) feet, unless the lot borders another zero lot line development, and the side street setback of exterior peripheral lots shall comply with the Cumberland County ordinances.

(b) Lots 108, 123, 151, 152, 185 and 198, these being corner lots, shall observe front yard setbacks along each of the intersecting streets along the lot.

(c) A five foot maintenance easement is established along each side of all internal lot lines.

Section 5. No solid panel fences may be erected closer to any street line than the corner of the house closest to the street line. No wire fences of any description shall be permitted closer to any street line than the corner of the house closest to the street line. No fences made of concrete block or what is commonly known as "chicken wire" shall be permitted anywhere on the lot. No fence shall exceed six [6'] feet in height. Only ornamental fences (e.g.: split rail fences, or fences through which there is at least 75% visibility) not to exceed three (3') feet in height may be erected between the house and the street lines.

Section 6. Television satellite or dish antennas having a diameter in excess of twenty-two inches (22") are prohibited. In no case shall antennas be placed in front yards.

Section 7. No signs of any kind or nature whatsoever shall be placed on any Lot, except as specifically permitted by this section. The only permitted signs on the property shall be: (1) Declarant's signs identifying and promoting or identifying the subdivision; and (2) a "For Sale" or "For Rent" sign not larger than four (4) square feet in area placed on a Lot as applying to that Lot.

Section 8. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property for over thirty-five (35) days. Notwithstanding the above, these restrictions shall not apply if such vehicle is kept in an enclosed garage. Commercial vehicles, camper trailers, trailers, and/or boats shall be stored at the rear of the residence and shall be within the yard set-backs. If more than two of the above non-private vehicles, trailers or boats are stored on any lot, they shall be screened from view of other lots.

Section 9. (a) No trailer, tent, shack, garage, barn or similar type outbuilding shall be placed, erected or allowed to remain on said property without the written consent of Declarant, its successors or assigns.

(b) No structure of a temporary character may be used as a residence temporarily, permanently or otherwise.

(c) No "Offensive or Noxious" activity or use shall be made of any premises that would be noxious or offensive to the neighboring inhabitants.

Section 10. (a) Only break-away mailboxes may be constructed in the subdivision; it being the intention of the Declarant to preclude the erection of permanently constructed mailboxes in the North Carolina State Right-of-Way areas. The rights-of-way for streets as shown on the recorded plat shall not be used for any purpose other than ingress and egress and placement of one mailbox on a break-a-way pole for each lot as shown on the plat.

(b) Any shrubbery, edging, fencing, rocks, basketball goals or other objects in the right-of-way (including the pavement area and the area between the front property corners and the actual pavement) may be removed by Declarant or its authorized agent without notice. Any trucks or other commercial vehicles, boats, trailers, cars, or any other real or personal property left in a right-of-way overnight may be removed without notice by Declarant or its authorized agent and any towing charges shall be the responsibility of the owner or operator of such vehicle or other property. The provisions of this subparagraph b. shall cease upon the acceptance of the streets by a public entity for public maintenance by that entity.

Section 11. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. No breed of dogs that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, including, but not limited to, pitbulls, rottweilers, Dobermans, chows and German shepherds, nor any dog whose lineage includes any part of any of said breeds, nor any dog that has at any time bitten a person, nor any dog that has been trained as an attack dog, shall be permitted on the premises unless such dog is at all times confined within fencing as follows: on all sides of the confinement area by a privacy fence (i.e., a fence of solid type construction through which a person cannot see) not less than five feet (5') in height. The fence shall extend from the rear corners of the principal dwelling structure out to the side lot lines, thence back for a distance of not less than fifty feet from the principal dwelling structure, and closed with a fence parallel to the rear of said structure. Or, the fence may extend for a distance less than the total distance from said structure to the side lot line in which event it shall extend for a distance outwardly from the rear corners of the principal dwelling structure parallel to the front property line and thence back and parallel to the side lot lines for a distance of not less than fifty feet (50') and closed with a fence parallel to the rear of said structure. A chain link fence not less than five feet (5') in height may be built around the remaining perimeter of the Lot. On improved corner lots, no such fencing may be placed any closer to the street than the back, rear corner of the principal dwelling structure closest to the street, or, on vacant lots, closer to any street than the setback line, and in no event closer than thirty feet (30') to any street. Any dog house or dog containment structure or system must be located to the rear of the principal dwelling structure and must be located within thirty feet (30') of the rear of the main structure. No such permitted dog house or dog containment structure or system shall be placed, erected or maintained closer to any street than the rear corner or side of the principal dwelling structure on improved lots or closer to any street than the setback line on any vacant lot, and in no event closer to any street than thirty feet (30'). On improved corner lots, no dog house or dog containment structure or system shall be placed any closer to the street than the rear corner of the principal dwelling structure closest to the street, or, on vacant lots, closer to any street than the setback line, and in no event closer to any street than thirty feet (30').

Section 12. All Lots as shown on the aforesaid recorded plat are approved as to size and shape. No lot shall be re-subdivided in any manner so as to create any new or revised lot having a width of less than 60 feet at the minimum setback line or having an area of less than 10,000 square feet.

Section 13. Declarant, and its successors in title, may devote any Lot or portion thereof, not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining properties now owned, or hereafter acquired, by Declarant.

ARTICLE VIII.
GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which other provisions shall remain in full force and effect.

Section 3. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of the Declaration shall inure to the benefit of and be enforceable by the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. AMENDMENT OF DECLARATION. (a) Amendment by Lot Owners. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a written instrument to such effect signed by not less than fifty (50%) percent of the Lot Owners and recorded; and such termination shall become effective at the end of the initial twenty (20) year period, or the subsequent ten (10) years term during which the termination instrument is recorded. Any such termination instrument must be recorded.

(b) Amendment by Declarant. While Declarant remains as the owner of (or holds a purchase money deed of trust on) one or more Lots of this subdivision, or of any Assessable Lot that has been brought within the jurisdiction of the Association, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all Lots, or with respect to one or more specific Lots, by an instrument executed by Declarant and recorded. After Declarant is no longer the owner of (nor holds a purchase money deed of trust on) any Lot or Lots within said subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all Lots, or with respect to one or more specific Lots, by an instrument to such effect signed by the Owners of not less than fifty (50%) percent of the Lots and recorded.

(c) The restrictive covenants set forth as ARTICLE VII, Section 4. may be released, changed, modified, or amended only with the consent of the Cumberland County Joint Planning Board and also with the action of Broadwell Land Company or the Lot Owners as set forth immediately above.

Section 5. LAW CONTROLLING. This development is being undertaken pursuant to the provisions of Chapter 47A of the North Carolina General Statutes and all applicable sections of the Cumberland County Zoning Ordinances, all of which are incorporated by reference. In the event of any conflict between the Statute and Ordinances cited, then the Statute shall control.

IN WITNESS WHEREOF, BROADWELL LAND COMPANY, the Declarant herein, has caused this Declaration to be signed in its name the day and year first above written.

(CORPORATE SEAL)

BROADWELL LAND COMPANY

By: *Dohn B. Broadwell Jr.*
Dohn B. Broadwell, Jr., President

NORTH CAROLINA
CUMBERLAND COUNTY

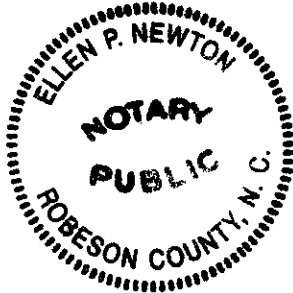
I, a Notary public of North Carolina, certify that Dohn B. Broadwell, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is President of Broadwell Land Company, a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this 8th day of November, 2011

(Seal or Stamp)

My Commission Expires: 04/19/2016

Ellen P. Newton
(Signature of Notary Public)
Ellen P. Newton
Notary Public



(N.P. SEAL)