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 J. LEE WARREN, JR.
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NORTH CAROLINA	DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CUMBERLAND COUNTY	OF SILVERHILL AT SPRINGFIELD

THIS DECLARATION, made the 23rd day of June, 2009, by BROADWELL LAND COMPANY, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

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

Lots 1 through 23, inclusive, and OPEN SPACE (DETENTION POND) of the SILVERHILL AT SPRINGFIELD Subdivision, a "ZERO LOT LINE" Development, Book of Plats 124, Page 164, Cumberland County, North Carolina, Registry.

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities and for the maintenance of common properties in said property and under a general plan or scheme of improvement and desires to subject said property to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set 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 OWNERS 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 provide for the maintenance, management and preservation pursuant to the Cumberland County Water Supply Watershed Management and Protection Ordinance and other applicable laws of the OPEN SPACE (DETENTION POND) as shown on the subdivision project known as SILVERHILL AT SPRINGFIELD Subdivision, a "ZERO LOT LINE" Development, Book of Plats 124, Page 164, Cumberland County, North Carolina, Registry; 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 SILVERHILL AT SPRINGFIELD Subdivision, as approved by the Letter of Approval dated February 19, 2007, 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 to promote the health, safety and welfare of the residents of the SILVERHILL AT SPRINGFIELD 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, 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, SILVERHILL AT SPRINGFIELD 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 1 through 23, inclusive, of the SILVERHILL AT SPRINGFIELD Subdivision, a "ZERO LOT LINE" Development, Book of Plats 124, Page 164, Cumberland County, North Carolina, Registry, shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, changes, 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 1 through 23, inclusive, of the SILVERHILL AT SPRINGFIELD Subdivision, a "ZERO LOT LINE" Development, Book of Plats 124, Page 164, 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 SILVERHILL AT SPRINGFIELD OWNERS ASSOCIATION, INC., a non-profit corporation to be formed, its successors and assigns.

Section 2. Declarant. Declarant shall mean and refer to Broadwell Land Company, a North Carolina corporation, 903 Hay Street, Fayetteville, NC 28305-5313, its successors and assigns.

Section 3. Lot and Lots. Lot shall mean and refer to each of Lots 1 through 23 of the SILVERHILL AT SPRINGFIELD Subdivision, a "ZERO LOT LINE" Development, Book of Plats 124, Page 164, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the SILVERHILL AT SPRINGFIELD OWNERS ASSOCIATION, INC. Lots shall mean and refer collectively to Lots 1 through 23, inclusive, of the SILVERHILL AT SPRINGFIELD Subdivision, a "ZERO LOT LINE" Development, Book of Plats 124, Page 164, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the SILVERHILL AT SPRINGFIELD OWNERS ASSOCIATION, INC.

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 1 through 23, inclusive, of the SILVERHILL AT SPRINGFIELD Subdivision, a "ZERO LOT LINE" Development, Book of Plats 124, Page 164, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the SILVERHILL AT SPRINGFIELD 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 Properties. Common Properties includes (a) the OPEN SPACE (DETENTION POND) as shown on the subdivision project known as SILVERHILL AT SPRINGFIELD, a "ZERO LOT LINE" DEVELOPMENT, as shown and described on the plat thereof recorded in Book of Plats 124, Page 164, in the office of the Register of Deeds of Cumberland County, North Carolina; and (b) any real property that may be acquired by the Association for the common use and enjoyment of the Owners of Lots. Common Properties does not include the right-of-ways of streets.

Section 8. Declaration. Declaration shall mean this instrument as it may hereafter be amended or supplemented.

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 the 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 expense of the maintenance, management and preservation pursuant to the Cumberland County Water Supply Watershed Management and Protection Ordinance and other applicable laws of the OPEN SPACE (DETENTION POND) as shown on the recorded plat, and maintenance of private drainage and utility easements and facilities located therein which are within the boundaries of the Property, and 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 SILVERHILL AT SPRINGFIELD Subdivision, as approved by the Letter of Approval dated February 19, 2007, 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;

(7) The establishment of reserves for anticipated future extensive maintenance or replacing or reconstructing of the said the OPEN SPACE (DETENTION POND) as shown on the subdivision project known as SILVERHILL AT SPRINGFIELD, a "ZERO LOT LINE" DEVELOPMENT, as shown and described on the plat thereof recorded in Book of Plats 124, Page 164, in the office of the Register of Deeds of Cumberland County, North Carolina, and of otherwise 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 SILVERHILL AT SPRINGFIELD subdivision as approved by the Letter of Approval dated February 19, 2007, 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;

(8) The expense of maintenance of any roads, streets, easements, landscaping, amenities, taxes or any other expense item associated with any Common Properties not located on the plat of SILVERHILL AT SPRINGFIELD, a "ZERO LOT LINE" DEVELOPMENT, as shown and described on the plat thereof recorded in Book of Plats 124, Page 164, but permitted to be used by the members of this Association by any adjoining landowners, association or other entity pursuant to any cross-easement, cross-access or other agreement by the Association with the adjoining land owners;

(9) Expenses for maintenance of security devices or personnel; and,

(10) Any other expenses determined by the Board or approved by the members to be common expenses of the Association.

Section 12. Best Management Practices (BMQ). Best Management Practices, sometimes referred to as "BMP" shall mean the management procedures, schedules of activities, prohibitions on practices, and other management practices as set forth in the NC Division of Water Quality updated Stormwater Best Management Practices Manual.

Section 13. Fiscal Year: Fiscal year shall mean the fiscal year of the Association and shall be from January 1 through December 31.

Section 14. 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. The properties initially subject to this Declaration are Lots 1 through 23, inclusive, of the SILVERHILL AT SPRINGFIELD Subdivision, a "ZERO LOT LINE" Development, Book of Plats 124, Page 164, Cumberland County, North Carolina, Registry.

ARTICLE III.

PROPERTY RIGHTS

Section 1. Easement to Government Agencies. Declarant hereby grants to government agencies perpetual access to all storm water control systems in order to accomplish or fulfill any official service or function for which the agency is responsible to perform in their official duties over and upon the OPEN SPACE (DETENTION POND) as shown on the subdivision project known as SILVERHILL AT SPRINGFIELD, a "ZERO LOT LINE" DEVELOPMENT, as shown and described on the plat thereof recorded in Book of Plats 124, Page 164, in the office of the Register of Deeds of Cumberland County, North Carolina.

Section 2. Common Properties. As soon as practicable after the conveyance by Declarant of the first Lot of the SILVERHILL AT SPRINGFIELD, Subdivision, to a purchaser, Declarant shall convey to the Association, in trust for the uses and purposes set forth in the Charter and By-Laws of the Association, the OPEN SPACE (DETENTION POND) as shown on the subdivision project known as SILVERHILL AT SPRINGFIELD, a "ZERO LOT LINE" DEVELOPMENT, as shown and described on the plat thereof recorded in Book of Plats 124, Page 164, in the office of the Register of Deeds of Cumberland County, North Carolina, which conveyance shall be subject to the easement for perpetual access to all storm water control systems to government agencies set forth in Section 1. immediately above.

A 100 foot vegetative buffer from the bank of Carvers Creek shall be provided and maintained on the OPEN SPACE (DETENTION POND) as shown on the subdivision project known as SILVERHILL AT SPRINGFIELD, a "ZERO LOT LINE" DEVELOPMENT, as shown and described on the plat thereof recorded in Book of Plats 124, Page 164, in the office of the Register of Deeds of Cumberland County, North Carolina, which vegetative buffer shall be maintained by the Association, after the initial establishment of the vegetative buffer by Declarant.

At the option of Declarant, Declarant may in the future convey to the Association, in trust, any easements or other property or property rights.

The Association may acquire by gift, purchase or otherwise, and may own, hold, improve, build upon, operate and maintain additional real or personal property in connection with the affairs of the Association to promote the health, safety and welfare of the residents of the SILVERHILL AT SPRINGFIELD subdivision, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. Owners' Easements of Enjoyment. Every owner of an Assessable Lot shall have a right of easement of enjoyment in and to the Common Property 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, including maintenance, repair and reconstruction of the fences located on or on the border of the common property, to the Common Properties.

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, 2019.

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 (a) for payment of Common Expenses; and (b) to promote the health, safety and welfare of the residents of the Lots.

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 OPEN SPACE (DETENTION POND) as shown on the subdivision project known as SILVERHILL AT SPRINGFIELD, a "ZERO LOT LINE" DEVELOPMENT, as shown and described on the plat thereof recorded in Book of Plats 124, Page 164, Cumberland County, North Carolina, Registry, shall be maintained by the Association to the standard of Best Management Practices.

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 of a majority of the Membership by a vote at a regular or special meeting of the Members of the Association.

Section 4. Special Assessment. A Special Assessment may be levied by the Association for the purpose of extensive maintenance or replacing or reconstructing the detention pond, to the extent that such extensive maintenance or replacing or reconstructing the detention pond is not covered by reserves for such purpose or purposes. Any Special Assessment levied in any fiscal year of the Association that exceeds \$300.00 per Assessable Lot will require approval of a majority of the Membership by a vote at a regular or special meeting of the Members of the Association.

Section 5. Notice and Quorum. Notice for approval of the Membership 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. 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 10. 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

1. All Lots shall be used for residential purposes only and shall not be used for any business or commercial purposes. Group family homes are prohibited.

2. All Lots in the said SILVERHILL AT SPRINGFIELD Subdivision 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 out-buildings in the rear of the dwelling house which may be incidental to normal residential use in subdivisions of similar category.

3. 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 (1000) square feet, of which not less than seven hundred (700) square feet shall be on the first or ground floor. 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.

4. (a) No building shall be located on any of said Lots nearer to the front or rear Lot lines or nearer to a side street line than the minimum building setback lines and dimensions as are set out in the R-10 Residential Zone of the Cumberland County Zoning Ordinance as of the date of recording of these restrictions. In the event the side yard setback or the rear yard setback is zero, then a minimum five feet wide maintenance easement will be provided on the adjoining Lot, which maintenance easement is to be maintained by the owner of the lot having the zero lot line. For the purpose of this covenant, eaves, steps, and decks without roofs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another lot. Open fire escapes, outside stairways, the ordinary projections of chimneys and flues, swimming pools, flag poles, decorative fountains, and other similar items may be erected in required yards when placed so as not to obstruct light and ventilation necessary for the structure.

(b) The side line restriction of said Lots contiguous to this or other zero lot line subdivision lots shall be the minimum side line distance as set forth in the deed from Broadwell Land Company to the purchaser; and if no side distance is so specified, then the distance shall be five (5) feet. The rear line restriction of Lots contiguous to this or other zero lot line subdivision lots shall be the minimum rear distance as set forth in the deed from Broadwell Land Company to the purchaser; and if no rear distance is so specified, then the distance shall be thirty-five (35) feet.

(c) Lots 1, 9, 19 and 23, these being corner Lots, shall observe front yard setbacks along each of the two intersecting streets along the Lot. All Lots on the periphery of the development shall observe the applicable setbacks for the side and rear lot lines that are provided by for the R10 Residential zone of the Cumberland County Zoning Ordinance, unless the Lot borders another zero lot line development.

(d) Upon development on Lots 20, 21 and Open Space (Detention pond), all first floor elevations, including all mechanical and electrical equipment must be at or above the 125 - 126 MSL contour elevation based on NGVD 29, which contour elevation is labeled as the "Special Flood Hazard Area" on the recorded plat.

5. A 100 foot vegetative buffer from the bank of Carvers Creek shall be provided and maintained on Lots 20 and 21, which vegetative buffer shall be maintained on each Lot by the Owner(s) of each Lot, after the initial establishment of the vegetative buffer by Declarant.

6. Easements for drainage and for drainage swales, and for installation and maintenance of drainage facilities, including pipelines, are reserved as shown on the recorded plat; and additionally, ten (10') foot easements for all of such purposes are reserved along all interior lot lines, such ten (10') foot easements being five (5') feet on each side of each interior lot line of each of the aforesaid Lots; provided, that if Declarant at the time of the initial conveyance of any Lot or Lots of said subdivision shall change the size or shape of any building Lot by adding a strip of land to a Lot, or by deleting a strip of land from a Lot, that the ten (10') foot easement herein reserved shall be five (5') feet on each side of the interior Lot line of the Lot as initially conveyed by Declarant.

7. Prior to December 31, 2019, no building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing location of the structure on the individual Lot have been approved in writing by Broadwell Land Company, or its designees, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

8. No chain link, wire or solid panel fences may be erected closer to any street line than the corner of the house closest to the street line. Ornamental fences (i. e., split rail fences, or fences through which there is at least 75% visibility) not to exceed three (3') feet in height may be constructed within the areas between the house and the street lines. Wire fences made of what is commonly referred to as "welded wire" may be placed behind the "ornamental fences" referred to above, but shall not exceed the height of the ornamental fence. No fence, wall, or hedge higher than six feet shall be erected or maintained on any Lot.

9. No construction may be constructed with an exterior wall finish of material of concrete or cinder block type construction or shall be finished in asbestos siding shingles.

10. 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.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

12. Television satellite or dish antennas are prohibited in front of the rear corners of the house on a developed Lot, or in the front 50 feet of a Lot not built upon. Small satellite dish antennas may be mounted on the rear of houses.

13. 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.

14. No automobile or motor vehicle may be dismantled or stored on any Lot; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on any Lot for over thirty (30) days. Notwithstanding the above, this restriction shall not apply if such vehicle is kept in an enclosed garage. No commercial trucks shall be permitted to be parked on any Lot or subdivision streets except in the course of delivery, pick up or discharge of a specific commercial duty.

15. No animals or poultry of any kind, except common pets, may be kept on the premises; neither shall any use be made of the premises that would be offensive or obnoxious to the neighboring inhabitants.

16. 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. 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 Broadwell Land Company 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 Broadwell Land Company 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 paragraph 16. shall cease upon the acceptance of the streets by a public entity for public maintenance by that entity.

17. Declarant (the developer) reserves the right to subject the real property in this entire subdivision to a contract with the provider of electrical service for the installation of underground electric cables and/or the installation of street lighting, either or both, which will require an initial payment and/or a continuing monthly payment to the provider of electric service by each residential customer having service in the subdivision, and which charge may be included with the regular bill for residential electric service.

18. It is understood and agreed that these restrictions are made for the mutual benefit of the Association and of Declarant and its grantees, and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right to enforce same.

19. Notwithstanding the foregoing provisions requiring residential use of the Lots in this subdivision, Declarant and its successors in title may devote any Lot or portion thereof, not already sold, for any constructions and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities; and 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.

20. The invalidation of any one or more or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants or portions thereof.

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. 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.

While Broadwell Land Company 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 Broadwell Land Company and recorded. After Broadwell Land Company 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.

The restrictive covenants set forth as paragraph 4(a), 4(c) and 4(d) and paragraph 5 of ARTICLE VI may be released, changed, modified, or amended only with the consent of the Cumberland County Joint Planning Board and also with the action or Broadwell Land Company 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

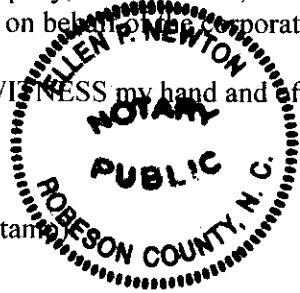
NORTH CAROLINA

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 said corporation.

WITNESS my hand and official seal, this 24th day of June, 2009.

(Seal or Stamp)



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

My Commission Expires: 04-19-2011

(N.P. SEAL)