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J. LEE WARREN JR.,
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

(N.P. SEAL)

7/1/07

Prepared by and return to: K. Douglas Barfield
2929 Breezewood Ave., Ste. 200
Fayetteville, N.C. 28303

NORTH CAROLINA
CUMBERLAND COUNTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CAMDEN WOODS, SECTION
TWO

THIS DECLARATION, made this the 22nd day of November, 2006, by CAMDEN VENTURES, LLC, a North Carolina Limited Liability Company with its principal place of business in Cumberland County, North Carolina, hereinafter referred to as "Declarant"; H & H Constructors, a NC corporation and Caviness & Cates Building and Development Company, a NC corporation.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Rockfish Township, Cumberland County, North Carolina, which is to be known as CAMDEN WOODS, SECTION TWO, as shown on the plat of same duly recorded in Plat Book 117, Page 41, Cumberland County Registry;

WHEREAS, H & H Constructors and Caviness & Cates Building and Development Company have previous purchased lots in CAMDEN WOODS, SECTION TWO, and join in the execution of these covenants to impose those lots previously purchased to these covenants;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value

and desirability of, and which shall run with the real property and 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.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to CAMDEN WOODS HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described. In the event that additional property is annexed into the subdivision by the methods hereinafter described, such additional annexed property shall thereafter also be included within the definition of "Properties".

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties. In the event that additional property is annexed into the subdivision by the methods hereinafter described, such additional annexed property and the lots comprising same shall thereafter also be included within the definition of "Lot".

Section 5. "Declarant" shall mean and refer to Camden Ventures, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Common Area" shall mean and refer to all property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that area shown as "Common Area", if any, on that certain map of CAMDEN WOODS, SECTION TWO, which is recorded in Plat Book 117, Page 41, in the Office of the Register of Deeds of Cumberland County, North Carolina.

ARTICLE II

PROPERTY RIGHTS

Section 1. "Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and shall be preserved to the perpetual benefit of the Association, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instruments signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.
- (c) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Access Rights. Ownership of each Lot shall include easements over the common areas for access, ingress and egress from and to public streets and walkways and easements for enjoyment of the common areas.

ARTICLE III
USE RESTRICTIONS

Section 1. Land Use. All lots in the subdivision may be developed as traditional, single-family residences except that only one residence or dwelling shall be permitted on any one lot.

Section 2. Building Type. No structure shall be erected, altered, placed or permitted to remain on any single-family building lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the lot. Such outbuildings erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal dwelling structure, and will be erected and placed according to Section 3 below.

Section 3. Set Back Requirements.

Set Back Requirements. The building set-back lines and building envelopes are all depicted on the plat recorded in Plat Book 117, Page 41, and in all respects all such lines on the printed plat shall constitute the building setbacks for the purposes of these covenants. For the purposes of this covenant, eaves, steps and overhangs shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of an improvement on a lot to encroach upon another lot. Outbuildings, as permitted in Section 2 above, shall be erected or placed no closer than five (5) feet to the rear lot line of lot. When consistent with the Zoning Ordinance, the building line set-back as provided for in this Paragraph may be varied by as much as ten (10) per cent with the express consent of Camden Ventures, LLC, which said consent document need not be of record in the Office of the Register of Deeds, Cumberland County, North Carolina.

Section 4. Minimum Size of Each Dwelling. No dwelling shall be permitted to be erected on any lot not meeting the following minimum size requirement. The ground floor of the main structure, exclusive of one-story porches and garages, shall not be less than two thousand (2,000) square feet for a one-story non-duplex dwelling not less than seven hundred (900) square feet for the first floor of a two-story dwelling, total to be no less than two thousand (2,000) square feet. Square footage is determined by the outside dimensions of the main structure, excluding any unheated space. 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, unheated storage area, garages, and porches shall not be counted. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, or erected or allowed to remain on any building plot, 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 plot and approximate square footage, construction schedule, on-site sewage and water facilities, and other such information as the Declarant shall require, including, if so required, plans for the grading and landscaping of the building plot 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, the Declarant may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building plot 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 constructions as viewed from neighboring properties. 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 improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building plot on said land.

Section 5. Driveways. All driveways shall be constructed of concrete only.

Section 6. Temporary Structures. 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 Camden Ventures, LLC, its successors or assigns. Nor shall any structure of a temporary character be used as a residence temporarily, permanently, or otherwise.

Section 7. Restricted Activities. No commercial, noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Animals. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. No pit bulls or rottweilers, whether pure bred or cross-bred , 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.

Section 9. Motor Vehicles. No automobile or motor vehicle may be dismantled or repaired on said premises. No mechanically defective automobile, motor vehicle, mechanical device, machine, machinery, or junk car shall be placed or allowed to remain on said property at any time. No commercial trucks, including but not limited to eighteen wheelers, shall be permitted to be parked on the premises except in the course of delivery, pick up, or discharge of a specific commercial duty. No automobile or motor vehicle shall be parked in the street or public right of way.

No camping trailer, motor home, or recreational vehicle (not including sports utility vehicles) shall be permitted on the premises except in accordance with restrictions contained herein. No camping trailer, motor home, or recreational vehicle may be parked closer to the front street than either the front corner of the house on the premises or the front corner of the adjacent house, whichever is further from the street, and must be parked on a permanent parking pad as large as the camping trailer, motor home, or recreational vehicle. The placement of the parking pad is subject to the control and approval of the Aesthetic Committee. Any permitted camping trailer, motor home, or recreational vehicle must be kept in well maintained condition and appearance, which condition and appearance are subject to the approval and control of the Aesthetic Committee. On corner lots, no camping trailer, motor home, or recreational vehicle shall be permitted any closer to any street than the principal dwelling structure. In no event

shall any permitted camping trailer, motor home, or recreational vehicle be used as a residence temporarily, permanently, or otherwise.

Section 10. Fences. No chain link shall be allowed at any location on any lot in the subdivision. No solid panel fences shall be erected or maintained, other than on corner lots, any closer than the rear corner of the house, but ornamental fences not to exceed four (4) feet in height may be constructed within these areas. With respect to corner lots, no solid panel fence shall be erected or maintained any closer than the rear corner of the house from the street from which the dwelling house fronts and not any closer than the corner of the house adjacent to the side street.

Section 11. Exterior Alterations. No exterior alterations, additions, or changes of any kind may be made to the structure or design of the residence and improvements now on said property without the written consent of Camden Ventures, LLC, its successors or assigns.

Section 12. Satellite Dishes and Radio Antennas or Towers. No satellite dish antennas, radio tower or antenna of any nature shall be placed or allowed to remain on said property except for a satellite dish measuring no more than 24 inches in diameter, attached to the rear or to the side of the rear corner if necessary to receive a signal of the dwelling, so long as said satellite dish is not visible from the road.

Section 13. Clothes Lines. Outside clothes lines may only be located on the back one-half (1/2) of the premises.

Section 14. Signs. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot except "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two (2) square feet in size, shall not extend more than four (4) feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one (1) sign to a property. The Declarant may enter upon any building plot and summarily remove and destroy any signs which do not meet the provisions of this paragraph.

Section 15. Outdoor Furniture. No upholstered furniture, except that which is upholstered in material which is designed or intended for outdoor use, shall be placed or allowed to remain outside as lawn furniture.

Section 16. Basketball Goals. No basketball goals of any nature, whether stationary or portable, of regulation size or otherwise, shall be allowed in the street or public right of way. Portable basketball goals only shall be allowed in owners' front yards or driveways, provided they are properly maintained in good repair and condition. Permanent basketballs goods shall be allowed in the rear yard.

Section 17. Yard Maintenance. Each owner shall landscape and maintain his yard in a well manicured style, so as to enhance his own as well as his neighbors' homes and lots. Grass should be kept at a reasonably short length, and trees, shrubs and bushes shall be properly pruned and all yards shall be kept free of weeds.

Section 18. Trash and Yard Debris. No trash of any kind, whether household or yard debris shall be placed or allowed to remain on said property, except in proper containers provided by the appropriate governmental unit and/or the waste management company, as applicable, placed where trash is normally picked up, and may only be placed there on the evening before the day trash is normally picked up. Each owner shall promptly remove the trash container from the point of pickup, in no case later than the evening of the day the trash was removed.

Section 19. Mailboxes. No mailbox of any type or nature shall be permitted on the premises, other than as approved by Declarant and such as those initially provided by the Builders. In the event the mailbox is destroyed, damaged or falls into disrepair, the owner shall replace the mailbox with one of identical make, type and color as approved from time to time by Declarant. No mailboxes shall be constructed or installed in the road right of way.

Section 20. Above Ground and In-Ground Pools. Above ground swimming pools shall be prohibited. In-ground pools must be surrounded by a four (4) foot privacy, ornamental or chain link fence.

ARTICLE IV UTILITITES AND UTILITY AND DRAINAGE EASEMENTS

Section 1. Electrical Utilities. The Declarant reserves the right to subject the real property in this subdivision to a contract with Lumbee River EMC for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Lumbee River EMC by the Owner of each building.

This property is subject to an ongoing monthly continuous fee for the installation and/or maintenance of underground utilities and street lighting by Lumbee River EMC.

Section 2. Sanitary Sewer and Potable Water. The Declarant reserves the right to subject the real property in this subdivision to a contract with the City of Fayetteville Public Works Commission for the installation of underground sanitary sewer and potable water lines, for the provision of sanitary sewer and potable water service and further for the continuous maintenance of such lines and any other facilities needed to cause said lines to properly function. Such other facilities shall include, but not be limited to, a sewer pumping station and force main sewer line constructed and maintained, both on and off the premises of the subdivision, to PWC specifications.

This property is subject to an ongoing monthly continuous fee and obligation for the maintenance of the sewer lines, potable water lines, sewer pumping station and force main sewer lines and said maintenance charges may be charged on a pro-rata basis to each lot in the subdivision and added as an additional fee to the monthly utility bill on each lot.

Section 3 Utility and Drainage Easements. Easements for installation and maintenance for utilities and drainage facilities are reserved as shown on the recorded plat, and in addition thereto, an additional ten (10) foot easement for all such purposes is reserved along all interior lot lines, such ten (10) foot easement being five (5) feet on each side of each interior lot line of each of the aforesaid lots, and in addition thereto, an additional five (5) foot easement for all such purposes is reserved along the rear property line on all lots along the perimeter of the subdivision. 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 which may obstruct or retard the flow of water. A five (5) foot easements is reserved along the rear property line on all lots along the perimeter of the subdivision in which the Declarant or the Association may erect and maintain a perimeter fence. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever except side yard easements which are for the use and benefit of those persons and lots as described herein.

ARTICLE V

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

- (c) assessments and fines for violations of this declaration of covenants, conditions and restrictions, as to be established, collected and described herein.

The annual and special assessments, and fines and assessments for violation of this declaration of covenants, conditions and restrictions, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

- (d) Notwithstanding anything in the foregoing to the contrary, under no circumstances will the Declarant be assessed and pay annual assessments, special assessments, and/or assessments and finds for violations of this declaration of covenants, conditions and restrictions as provided for herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be for the purpose of maintaining the street lighting, including underground low voltage lighting and high voltage spot lights, maintaining the entrance walls and structures, maintaining subdivision signage, maintaining the vinyl fence, maintaining the

landscape easements, maintenance and upkeep of the flora and fauna in the landscape easement, including maintaining any sprinkler systems and green spaces for use in conjunction with the common areas, maintaining the clubhouse, pool or such other recreational facilities as may be constructed and dedicated to common use and for such other purposes as may be consistent with maintenance of the high character of the development for the benefit of all the owners and protecting the value and desirability of the real property and enhancing of homes and lots. The assessments levied by the Association shall also be for the purpose of paying all taxes, insurance and utilities associated with those items identified herein above.

Section 3. Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred and No/100 (\$100.00) Dollars per lot.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the annual assessment may be increased each year not more than twenty (20) per cent above the assessment for the previous year by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The annual assessment shall not be increased above the foregoing limit without the approval of two-thirds (2/3) of the members.

(d) Notwithstanding anything in the foregoing to the contrary, under no circumstances will the Declarant be assessed and pay annual assessments as provided for herein.

Section 4. Notice and Quorum for Any Action Authorized under Section 3.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty (50) per cent of all the membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Assessments must be fixed at a uniform rate for all lots and shall be collected on an annual basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of January following the conveyance of the common area to the Association. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notices of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro-rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. Fines and Assessments for Violations of This Declaration of Covenants, Conditions and Restrictions, and Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee.

(a) The Declarant, prior to conveyance of all lots in the subdivision, or be an Aesthetic Committee composed of three (3) or more representatives appointed by the Board of Directors after the conveyance of all lots in the subdivision, shall cause to be issued letters of warning to any owners deemed to be in violation of any covenants, conditions or restrictions or Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee.

(b) If the violation or decision is not remedied, a second letter of warning shall be issued to the owner, advising the owner of the date of imposition of the daily fine, as well as the amount thereof, if the violation is not remedied by the imposition date.

(c) Alternatively, in the event an owner neglects or otherwise refuses to remedy any violation of the covenants, conditions or restrictions, or Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee, then and in that event, the Aesthetic Committee may effect such remedy or maintenance and the cost of such remedy or maintenance shall be added to and become a part of the assessment to which such lot is subject pursuant to Article V.

(d) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum fine or assessment shall be \$10.00 per day per lot in violation, enforceable by lien as set forth in Article V, Section 9.

(e) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum fine or assessment may be increased each year not more than ten (10) per cent above the assessment for the previous year by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(f) The maximum fine or assessment shall not be increased above the foregoing limit without the approval of two-thirds (2/3) of the members of the Homeowner's Association.

(g) Notwithstanding anything in the foregoing to the contrary, under no circumstances will the Declarant be assessed and pay annual assessments, special assessments and/or assessments and fines for violations of the declarations of covenants, conditions and restrictions as provided for herein.

Section 8. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage and ad valorem taxes on said Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not abate the personal obligation of the prior owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) per cent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners of detached units with the exception of the Declarant and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such 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.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A membership respectively upon the happening of either of the following events, whichever occurs earlier:

- (a) When the total aggregate votes outstanding of Class A equals the total votes outstanding in the Class B Membership; or
- (b) on January 1, 2020.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, replaced or maintained upon the Properties, nor shall any exterior color, exterior addition to or change or alteration therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, prior to the conveyance of all lots in the subdivision, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors after the conveyance of all lots in the subdivision. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

EXTERIOR MAINTENANCE

The Association shall provide maintenance for the landscape easement, the entrance walls and structures, entrance sign, subdivision signage, street signs, stop signs, street lighting, including underground low voltage lighting and high voltage spot lights, sprinkler system, landscaping, landscape lighting, the flora and fauna in the landscape easement at the subdivision entrance including any sprinkler systems, and common areas as depicted in in CAMDEN WOODS, SECTION TWO, recorded in Plat Book 117, Page 41, Cumberland County Registry, and denoted as "Landscape Easement" on said plats or associated with the entrance to the subdivision, or otherwise associated with the subdivision, and for such other purposes as may be consistent with maintenance of the high character of the development for the benefit of all the owners and protecting the value and desirability of the real property and enhancement of homes and lots. Additionally, the Association shall provide maintenance for any walking trails, recreation lands, parks, landscape easement, entrance signs, sidewalks, street signs, stop signs, lighting, sprinkler systems, landscaping, landscape lighting, and common areas added to the subdivision in the future. The cost of such maintenance, repairs and replacements shall be paid for out of the assessments provided for in Article V above. In the event an Owner neglects or otherwise refuses to maintain his or her house and other accoutrements in a state of repair consistent with the beauty and welfare of the remaining area, including but not limited to painting of the exterior, then and in that event, the Architectural Control Board may effect such maintenance, repairs or replacements, and the cost of such maintenance, repairs and replacements shall be added to and become a part of the assessment to which such lot is subject pursuant to Article V.

ARTICLE IX
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A Members and two-thirds (2/3) of the Class B Members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members or of proxies entitled to cast sixty (60) percent of the votes of each Class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice

requirement set forth above, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class B Membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

Section 2. If at any time before January 1, 2020, the Declarant shall decide to develop lands contiguous to the subdivision, such additional lands or any portion thereof may be annexed to said properties without the assent of the Class A Members.

ARTICLE X

GENERAL PROVISIONS

Section 1. Amendment. It is understood and agreed, and the present owners and all subsequent Grantees of present owners expressly agree by the acceptance of land within the above described subdivision area that the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Notwithstanding anything contained herein, these restrictive covenants may be amended at any time by Camden Ventures, LLC, its successors or assigns, so long as Camden Ventures, LLC, its successors or assigns, owns any one lot contained in CAMDEN WOODS, SECTION TWO, recorded in Plat Book 117, Page 41, Cumberland County Registry, or subsequent Sections of Camden Woods.

Section 2. Enforcement. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the Homeowners Association or the Aesthetic Committee to enforce these restrictions as agents of the homeowners, or persons owning real property situated ins aid development for subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and either to prevent him or them from so doing or to recover damages or other dues or for such violation.

Section 3. Successor to Declarant. The authority and responsibility of the Declarant to make or give any discretionary approval, ruling, decision or deviation which these covenants authorize the Declarant to grant or make shall terminate after the

Declarant no longer owns any lots in the subdivision. Thereafter such authority shall automatically vest in the Aesthetic Committee of the Association.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. FHA/Department of Veterans Affairs Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties, dedication of common area and amendment of this Declaration of Covenants, Conditions and Restrictions. This provision shall cease and automatically have no effect and shall be deemed rescinded at such time as the FHA/Department of Veterans Affairs rules and/or regulations are modified so that prior approval of such actions is no longer required.

ARTICLE XI
CONFLICTING PROVISIONS

To the extent the provisions of this Declaration conflict with any applicable provisions of the Cumberland County Code or North Carolina General Statute, the conflicting provisions of the North Carolina General Statute or the Cumberland County Code shall control in that order.

ARTICLE XII
AESTHTIC CONTROL

There is herein created an Aesthetic Committee, composed of the Declarant, prior to the conveyance of all lots in the subdivision (including annexed properties), and after the conveyance of all lots in the subdivision (including annexed properties), composed of three (3) or more representatives appointed by the Board of Directors. The Aesthetic Committee shall be empowered to oversee all matters of aesthetics in the subdivision, including, but not limited to yard landscaping and maintenance, yard or house decoration, structures and any item placed within a yard or driveway, or upon a house, as well as to oversee violations of these covenants, restrictions and conditions. The Aesthetic Committee may from time to time promulgate Aesthetic Rules and Regulations or may find than an owner has violated the Aesthetic Rules and Regulations, or has violated the spirit of the Rules and Regulations, or the Aesthetic goals and objectives of the

subdivision. In such case, the Aesthetic Committee shall have the remedies and follow the procedures set out in Article V, Section 7, above.

ARTICLE XIII
COMPLIANCE WITH WETLANDS REGULATIONS

Section 1. A portion of this subdivision has been determined to meet the requirements for designation as a regulatory wetland. A 401 Water Quality Certification was issued for this subdivision with the condition that the regulatory wetland not be filled. No subdivision filling or alteration of the wetland portion of this subdivision shall be accomplished unless said filling or alteration conforms to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. All lots abutting or including within its lot dimensions a portion of any now existing ditch or any ditch as relocated shall be responsible for the maintenance of said open ditch and charged with the obligation to retain and protect the free-flowing character of the water contained therein subject to the provisions of Article IV, Section 2, et seq.

Section 2. The areas shown on the recorded plat as wetland areas shall be maintained in perpetuity in their natural condition. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; not cut, remove, or harm any vegetation, nor construct any structures, on such wetland areas.

Section 3. The property owner shall report the name of the subdivision, CAMDEN WOODS, SECTION TWO, in any application pertaining to said wetland rules.

Section 4. This covenant is intended to ensure continued compliance with the mitigation condition of authorizations issued by the State of North Carolina, Division of Water Quality, and the United States of America, U.S. Army Corps of Engineers, Wilmington District, and therefore may be enforced by the State of North Carolina and by the United States of America.

Section 5. This covenant is to run with the land and shall be binding on the Owner and all parties claiming under it.

Section 6. Article XIII, Compliance with Wetlands Regulations cannot be amended without the express written consent of the U.S. Corps of Engineers, Wilmington District.

TO THE TRUE AND FAITHFUL PERFORMANCE OF THESE COVENANTS AND AGREEMENTS, CAMDEN VENTURES, LLC, has caused this instrument to be signed in its name by its duly authorized manager, this the 22nd day of November, 2006.

CAMDEN VENTURES, LLC
a N. C. Limited Liability Company

BY: Charles A. Gore
Charles A. Gore
Manager

H & H CONSTRUCTORS, INC.
A North Carolina Corporation

BY: D. Ralph Huff
D. Ralph Huff
President

CAVINESS AND CATES BUILDING DEVELOPMENT
COMPANY
A North Carolina Corporation

BY: Watson Caviness
Watson Caviness
President

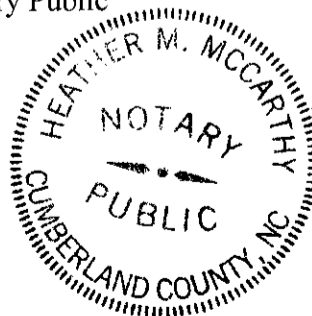
NORTH CAROLINA - CUMBERLAND COUNTY

I, Heather M. McCarthy, a Notary Public of said County and State do hereby certify that on the 22 day of November, 2006, before me personally appeared Charles A. Gore, Manager of Camden Ventures, LLC, a N.C. Limited Liability Company, with whom I am personally acquainted, who, being by me duly sworn, says that ~~he~~ executed said instrument as the act and deed of said limited liability company.

WITNESS My hand and notarial seal this the 22 day of November, 2006.

Heather M. McCarthy
Notary Public

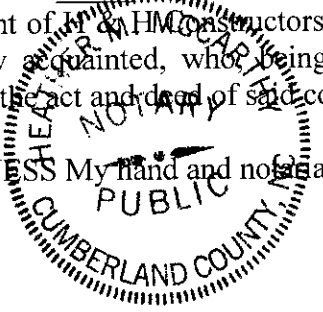
(SEAL)
My Commission Expires: 8/6/11



NORTH CAROLINA - CUMBERLAND COUNTY

I, Heather M. McCarthy a Notary Public of said County and State do hereby certify that on the 22 day of November, 2006, before me personally appeared D. Ralph Huff, President of H & H Constructors, Inc., A North Carolina Corporation, with whom I am personally acquainted, who, being by me duly sworn, says that ~~she~~ executed said instrument as the act and deed of said corporation.

WITNESS My hand and notarial seal this the 22 day of November, 2006.



Heather M. McCarthy
Notary Public

(SEAL)

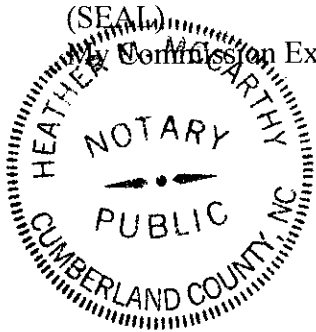
My Commission Expires: 8/6/11

NORTH CAROLINA - CUMBERLAND COUNTY

I, Heather M. McCarthy a Notary Public of said County and State do hereby certify that on the 22 day of November, 2006, before me personally appeared Watson Caviness, President of Caviness and Cates Building Development Compnay, A North Carolina Corporation, with whom I am personally acquainted, who, being by me duly sworn, says that ~~she~~ executed said instrument as the act and deed of said corporation.

WITNESS My hand and notarial seal this the 22 day of November, 2006.

Heather M. McCarthy
Notary Public



(SEAL)

My Commission Expires: 8/6/11