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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR PEARTREE WEST
 (a single family residential subdivision)

Prepared by/return to:
 Rebecca F. Person
 2401 Robeson Street
 Fayetteville, NC 28305

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 19th day of January, 2017, by CAMDEN GLEN DEVELOPMENT, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

Declarant is the owner of certain property in Cumberland County, North Carolina known as PEARTREE WEST, SECTION ONE, PART ONE, a plat of which has been duly recorded in Plat Book 138, Page 172 (the "Plat") of the Cumberland County, North Carolina Registry. Declarant desires that PEARTREE WEST be uniform in its development and the restrictions applicable thereto.

Peartree West will be comprised of single family residential homes. Declarant desires to provide for the preservation of the values and amenities and for the maintenance of the common area in Peartree West 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.

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 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. Peartree West Owners Association, Inc. is incorporated under the laws of the State of North Carolina as a non-profit corporation and can exercise the functions aforesaid, which functions are hereinafter more fully set forth.

NOW THEREFORE, Declarant declares that the real property described above shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, 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 described above 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

(a) "Association" shall mean and refer to Peartree West Owners Association, a North Carolina non-profit corporation, its successors and assigns. Membership in the Association is mandatory for all Owners.

(b) "Board" or "Board of Directors" shall mean those persons elected or appointed and acting collectively as the Board of Directors of the Association.

(c) "Common Properties" or "Common Areas" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association. The Common Properties to be owned by the Association includes the 2.48 acres labeled "Storm water Pond Esm't Open Space (Common Area)" and the 3.39 acres labeled "Storm water Pond Esmt' Open Space (Common Area)" as shown on the Plat, a sign easement on the corner of Lot 1 of the Peartree subdivision shown in Plat Book 110, Page 78, and any cluster mailboxes serving the subdivision. All Common Properties shall be subject to the easements and other rights described herein or as shown on the Plat. The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners persons occupying dwelling places or accommodations of Owners on a guest or tenant basis, and visiting members (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association; provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease.

(d) "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 Area, including without limitation, all labor, services, common utilities, materials,

supplies, equipment, costs incurred in acquiring a Lot pursuant to a judicial sale, legal, accounting or managerial fees, and all expenses in connection with the Association's responsibilities under any storm water management agreement (the "Storm water Agreement") affecting the Property;

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

(d) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property, as such map or maps may be from time to time amended or modified.

(e) "Member" when used in the context of discussing the Peartree West Owners Association shall mean and refer to the Declarant and its designated officers, employees or agents and all those Owners who are Members of the Association as provided in this Declaration.

(f) "Owner" shall mean and refer to the Owner as shown by the records in the Register of Deeds of Cumberland County, North Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, including the Declarant, of fee title to any Lot depicted on the Plat, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(g) "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) December 31, 2046; or (ii) when Declarant has voluntarily terminated its Declarant Rights hereunder in writing.

(h) "Property" or "Subdivision" shall mean and refer to PEARTREE WEST as shown on the Plat. "Property" shall also include future sections of PEARTREE WEST as the same pursuant to Article II below.

ARTICLE II PROPERTY, UTILITIES, AND RESERVED RIGHTS

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these covenants is defined as the Property above.

Section 2. Annexation of Additional Property. At any time prior to expiration of the Period of Declarant Control, additional land may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such property pursuant to this section may increase the cumulative number of Lots within the Property and therefore, may alter the relative maximum voting strength of the various types of Members. Any Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots so annexed as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. A Supplemental Declaration annexing additional property need only be executed by the Declarant and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members.

Section 3. Special Declarant Rights. Declarant reserves the following special declarant rights for the entire Property 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, management office or model on any of the Lots shown on the plat; NOTE: Common Area cannot be developed.
- (d) To use easements through the Common Area for the purpose of making improvements within the Property or any property added thereto; to enter upon the subdivision for access, including ingress and egress for both vehicles and pedestrians, to and from any public street; or to connect at Declarant's expense to any street, roadway walkway or other means of access located on the Common Area;
- (e) To create and add Lots, to alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots or other Property into Common Property, to add Common Area, or to extend streets and utilities through Lots; provided the same is approved by the applicable County ordinance(s).

(f) To appoint or remove any officer or member of the Association Board during the period of Declarant control;

(g) To annex any adjacent property developed in conformity with this Declaration;

(h) To transfer responsibility for any storm water detention ponds or other BMP's affecting the Property to the Association in accordance with any Storm water Agreement;

(i) To approve any supplemental declaration or other declaration of covenants, conditions or restrictions affecting any phase, sub-section or other portion of Peartree West; without Declarant's review and consent, such supplement declaration or other declaration of covenants, conditions or restrictions shall be voidable in the sole discretion of Declarant.

Section 4. Utilities Reserved by Declarant. Declarant reserves the right to subject the Property to a contract with public utility provider(s) for the installation of overhead and/or 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 such public utility provider by the owner of each Lot. 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.

Until the expiration of the Period of Declarant Control, Declarant reserves, for itself and its employees, agents, successors and assigns, an easement upon and a right of ingress, egress and regress on, over and under the Properties for the purposes of constructing and maintaining such roadways, water, sewer, gas, storm water, drainage and retention, telephone, cable televisions and electric and other utility facilities to the extent required by any applicable governmental entity or deemed by the Declarant to be necessary or convenient for the development, use and enjoyment of the Properties and the Common Area and the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, relocate utility facilities within said easement and take any other similar action that its deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

Section 5. Utility Easements. Easements for installation and maintenance for utilities 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 which may obstruct or retard the flow of water.

Section 6. Easements for Governmental Access. An easement is hereby established over the Common Area and every Lot within the Properties for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

ARTICLE III PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easement of Enjoyment in Common Area. Except as limited by the provisions of this Declaration, by the rules and regulations adopted by the Board of Directors of the Association, and any fees or charges established by the Board of Directors of the Association, every Owner shall have a right of easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title of every Lot.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence.

(b) Tenants; Contract Purchasers. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated by such Owner to his tenants or contract purchasers who occupy a residence within the Properties.

(c) Guests. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchaser, subject to such rules and regulations as may be established by the Board of Directors.

(d) Suspension of Rights. The rights of any delegate of an Owner shall be suspended by, upon and during suspension of such Owner's rights as provided in this Declaration. Additionally, the privilege granted to guests and tenants of Owners to use and enjoy the Common Areas, subject to the rules, regulations and fees, if any, established by the Association for such use, (other than ingress and egress) may be denied to or withdrawn from such guests or tenants by an affirmative vote of ninety percent (90%) of the votes cast at a meeting of the Association called for the purpose of voting on such denial or withdrawal.

Section 3. Access Easement. Appurtenant to each Lot is an easement over the streets and roadways within the Properties for access, ingress and egress from and to public streets and an easement for pedestrian access, ingress and egress over sidewalks and walkways in the Common Area. Any such easement shall be upon such walkways, driveways or other ways as are designated by the Declarant and/or the Association and shall be subject to the terms of this Declaration.

Section 4. Title to Common Area. The Declarant covenants for itself, its successors or assigns, that it shall convey to the Association by limited warranty deed the "Common Properties"

or "Common Area" prior to the conveyance of the first Lot by the Declarant. All said parcels of land may be conveyed to the Association subject to: (1) all restrictive covenants of record at that time, including but by no means limited to this Declaration; (2) all existing mortgages, if any; (3) a reservation by the Declarant of the right to substitute or add new mortgages thereon; provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgage; (4) easements reserved by the Declarant herein for special declarant rights; and (5) any Storm water Agreement affecting the Property. Any Common Area shall not be further subdivided, developed or conveyed by the Association, except where approved under the provisions of Section 2402 Zero Lot Line Developments of the Cumberland County Ordinances and the County Zoning Ordinance.

Section 5. Extent of Owners' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Bylaws, to borrow money from the Declarant or any other lender for the purpose of improving and/or maintaining the Common Area and providing services authorized herein and in aid thereof to mortgage said properties;

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) the right of the Association to suspend the rights and easements of enjoyment of any Owner, or any tenant or guest of any Owner, for any period during which the payment of any assessment against any Lot owned by such Owner remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment;

(d) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated or constructed on the Common Area, if any, and to limit the use of such facilities to Owners who occupy a residence on the Properties and to their families, tenants and guest, as provided in this Article;

(e) the right of the Declarant or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility easements on any part of the Common Area; and

(f) the right of the Association to give, dedicate, sell or exchange all or any part of the Common Area, including leasehold interests, to any public agency, authority, public service district, or private concern for such other purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfer and determination as to purposes and conditions shall be authorized by (i) the Declarant as long as it owns any portion of

the Property and (ii) the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established herein and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by an officer of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Area prior to the recording thereof. Nothing herein shall be deemed to prohibit the Board of Directors of the Association, without the consent of the Members, from granting easements over and across the Common Area to any public agency, authority or utility for the installation and maintenance of sewerage, utility (including cable television) or drainage facilities when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of properties within Peartree West subdivision.

(g) the right of the Association to open the Common Area and, in particular, any recreational facilities constructed thereon, for use by non-members of the Association;

(h) the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area; and

(i) the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area; and

Section 6. Regulation and Maintenance of Common Area and Common Area Easements.

It is the intent of the Declarant that the Common Area be preserved for the perpetual benefit of the Owners.

(a) Regulation of Common Area. The Association may adopt and promulgate rules and regulations governing the use of the Common Area by Owners and their family, guests and invitees. No Owner or other permitted user shall use the Common Area or any portion thereof in violation of the rules and regulations contained in this Declaration or subsequently adopted by the Association.

Without limiting the generality of the foregoing, except as specifically provided herein, no Owner or tenant, guest or invitee of an Owner shall, without specific prior written consent of the Association: (1) damage or waste the Common Area or improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure or other improvement or thing on the Common Area; (iii) place any garbage receptacle, trash or debris on Common Area; (iv) fill or excavate any part of the Common Area; (v) landscape or plant vegetation on Common Area; or (vi) use the Common Area or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.

(b) Rights and Responsibilities of the Lot Owners as to Common Area Easements. Each Owner of a Lot upon which a Common Area easement lies shall pay all property

taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area easement.

(c) Rights and Responsibilities of the Association as to the Common Area. The Association shall have the right and obligation to ensure that the Common Area is preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Area in its natural or improved state, as appropriate, and keep it free of impediments to its use by the Owners, subject to the provisions of this Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, Directors and officers, against any loss or damage suffered by any person, including the Owner of the Lot upon which Common Area lies, resulting from use of the Common Area, and adequate hazard insurance covering the real and personal property owned in fee by the Association; and (iii) pay all property taxes, assessments for public and private capital improvements made to or for the benefit of the Common Area, and other assessments levied against all Common Area owned in fee by the Association.

Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six months, each owner of a lot or unit in the subdivision shall become personally obligated to pay to the County Tax Assessor a portion of such taxes or assessments in an amount determined by dividing the total taxes and/or assessments due by the total number of lots or units in the subdivision. If such sum is not paid by the Owner within thirty days following receipt of notice of the amount due, then such sum shall become a continuing lien on the lot or unit of the then Owner(s), the Owner(s)' heirs, devisees, personal representatives, assigns, and the County Tax Assessor may either bring an action at law against the Owner personally obligated to pay the same or may elect to foreclose the lien against the property of the Owner.

(d) Declarant's and Association's Right of Entry. The Declarant and the Association and the employees, agents, contractors and subcontractors of each, shall have a non-exclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area easement for the purposes of: (i) installing and maintaining entrance signs, features, fencing and landscaping; and (ii) making such improvements to the Common Area; and (iii) maintaining the Common Area easement in its natural or improved state.

ARTICLE IV USE RESTRICTIONS - LOTS

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 improvements thereon owned by Declarant as a model home with sales office. Group 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 out-

buildings in the rear of the dwelling house which may be incidental to normal residential use in subdivisions of similar category. Any such outbuildings shall be constructed in the same manner and with the same materials as the single family dwelling located on the Lot. No manufactured metal buildings may be placed on any of the Lots.

Section 3. No dwelling shall be erected or allowed to remain on any of the Lots which shall contain a ground floor heated-area living space of less than one thousand eight hundred (1,800) square feet for a one-story single family dwelling or of less than one thousand two hundred (1,200) square feet for a two-story single family residential dwelling. 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. 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. 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, or the foundation of the building has been completed and approved by the local building inspection department, 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 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 Lot. All driveways shall be constructed of concrete.

Section 4. All structures on any of said Lots shall comply with the setbacks as shown on the recorded Plat. For the purposes of these covenants, eaves, steps, overhangs and chimneys shall not be considered as a part of the building, provided, however, that this shall not be construed to

permit any portion of any improvement on a Lot to encroach upon another Lot. When consistent with the zoning ordinance, the building line setback as provided for in this paragraph may be varied by (i) the Declarant so long as the Declarant owns any Lot in the subdivision herein described, or (ii) as much as ten (10) percent with the express written consent of the Declarant, which said consent document need not be on record in the Office of the Register of Deeds of Cumberland County, North Carolina.

Section 5. No chain link, wire or concrete block fences shall be permitted on any Lot. No fence shall be erected closer to any street line than the rear corner, closest to the street, of the single family residential dwelling located on the Lot. No fence shall exceed six (6) feet in height. For those Lots which are corner lots, no such fencing may be placed or erected on an improved corner Lot any closer to the street than the back rear corner of the principal dwelling structure closest to the street and, on vacant Lots, closer to any street than the setback line. 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 rights of way lines upon prior written approval by Declarant pursuant to Section 3 hereof. For all wooden fences, the finished side must face the exterior of the Lot and the bracing must be face the interior of the Lot.

Section 6. Television satellite or dish antennas having a diameter in excess of twenty-two inches (22") are prohibited. All allowable satellite dishes or antennae are to be placed or installed at the rear of the house or the rear corner of the Lot.

Section 7. No sign or signs other than a "For Sale" or "For Rent" sign shall be displayed on any Lot.

Section 8. No automobile or other mechanical repairs shall be conducted within a Lot other than in a garage or concealed from public view. No mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on a Lot at any time except in a closed garage. No truck or vehicle used with eighteen wheels (such as a "tractor" or "semi") shall be permitted to be parked on the Properties except in the course of delivery, pick up, or discharge of a specific commercial duty. No vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no golf cart, no boat, and no jet ski or other watercraft may be parked on any street or on any Lot, unless kept inside a garage or behind an approved fence or otherwise concealed from public view. No parked vehicle shall be covered by a "car cover" or other similar covering unless kept inside a garage and concealed from public view. No truck or vehicle, no camper, no golf cart, no boat, Jet Ski or other watercraft, and no trailer may be kept within the Common Area. For the purpose of the preceding sentences, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less. In order to preserve the aesthetics of development, whether or not a boat, trailer, or vehicle of any type is adequately concealed from public view shall be determined by the Association in its sole discretion. The Association shall have the right to tow or remove any boat, trailer, recreation vehicle, camper, jet ski, watercraft, golf cart or vehicle of any type which is parked within the Common Area or kept on any Lot in violation of this section, at the Owner's expense, and the Owner of each Lot, by acceptance of their deed, does grant to the Association such an easement, on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section.

Section 9. No tent, shack, garage, barn or similar type outbuilding shall be placed, erected or allowed to remain on any Lot without the written consent of Declarant, its successors or assigns. Nor shall any structure of a temporary character be used as a residence temporarily, permanently or otherwise.

Section 10. It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and 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.

Section 11. 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.

Section 12. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot, except the keeping of orderly domestic pets (dogs and/or cats) shall be permitted; provided, however, that such pets are not kept or maintained for commercial purposes for breeding; and, provided, further, than any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. All pets shall be registered and inoculated as required by law. No pets may be staked, leashed, or chained outside nor may they run loose in the neighborhood. No dangerous dogs, including, but not limited to Pitbulls, Rottweilers, Dobermans, Akitas and Chows, may be exercised in the neighborhood, even if the dog is on a leash.

Section 13. Each Lot Owner covenants and agrees that he will control the noise level emanating from any activities on the Lot at a reasonable level. The Lot Owner shall not allow the noise level to become a nuisance or to otherwise interfere with adjoining Lot Owners' reasonable use of their Lots.

Section 14. Each Lot Owner shall be responsible for the construction of a five foot (5') wide sidewalk along the Lot frontage in accordance with the Cumberland County ordinance requirements at such time as construction of a residence upon the Lot is commenced.

ARTICLE V USE RESTRICTIONS - COMMON PROPERTIES

No Owner may build or erect any structure or improvement upon or within the Common Properties. No basketball goals may be erected or placed in the street right of way. No Owner may alter the grade or contours of any berm located within the Common Properties. No Owner may park or store motor vehicles, boats, trailers, etc., or plant or modify in any fashion the land, trees, shrubberies, and other landscaping within the Common Properties except as may be required to comply with storm water management regulations set forth below. It is the intention of the Declarant that the Owner's Association shall be solely responsible for the maintenance, upkeep and repair of the retention pond within the Common Properties.

ARTICLE VI
USE RESTRICTIONS - STORMWATER MANAGEMENT REGULATIONS

Section 1. Covenants. The following covenants are intended to ensure ongoing compliance with State Storm water Management Permit Number SW6130703, as issued by the Division of Water Quality under the Storm water Management Regulations. The State of North Carolina is made a beneficiary of the covenants in this Article VII to the extent necessary to maintain compliance with the storm water management permit. These covenants are to run with the land and be binding on all persons and parties claiming under them. The covenants pertaining to storm water in this Article VI may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality. The maximum built-upon area per Lot is as listed below:

Lot #	BUA
All Lots	5,000 sf

This allotted amount includes any built-upon area constructed within the Lot property boundaries and that portion of the right of way between the front Lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina, and parking areas, but does not include raised, open wood decking or the water surface of swimming pools. Each Lot will maintain a 30 foot (30') wide vegetated buffer between all impervious areas and surface waters. All runoff from the built-upon areas on the Lot must drain into the permitted system. This may be accomplished through a variety of means, including roof drain gutters, which drain to the street, grading the Lot to drain toward the street, or grading perimeter swales to collect the Lot runoff and directing them into a component of the storm water collection system. Lots that will naturally drain into the system are not required to provide these measures.

Section 2. Operation and Maintenance Agreement. The Storm water Agreement for Peartree West is attached hereto as Exhibit A and incorporated herein by this reference.

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every Owner shall be a Member of the Association. The Declarant acting through its designated officers, employees and agents shall be a Member of the Association. In the case of multiple ownership of any Lot, each Owner shall be a Member, subject to such limitations and fees established by the Declarant.

Section 2. The Association shall have one type of regular voting membership. Each Member shall be entitled to one (1) vote for each Lot which he owns. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to

any Lot. If a residence is constructed on more than one Lot, the Owner shall have one vote for the residence, but shall have no additional vote for each other Lot comprising a part of the total consolidated home or building site so long as such Lot remains a part of the consolidated site.

Section 3. The Association shall be initially governed by a Board of Directors consisting of three (3) persons, with the number in subsequent years to be determined as provided for in the By-Laws of the Association. The Declarant shall have the right to appoint and remove all three (3) persons on the Board and to appoint and remove all officers of the Association during the Period of Declarant Control.

Section 4. Each Member shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to multiplied by the number of Directors to be elected, but may not cast all of such votes for any one (1) Director and must distribute them among the number to be voted for, and all votes must be cast in whole numbers and not fractions thereof. It is the intent of this Section to prohibit cumulative voting.

ARTICLE VIII COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which are Common Expenses; (2) special assessments for extraordinary maintenance and capital improvements; and (3) to the appropriate governmental taxing authority, a pro rata share of assessments for public improvement to the Common Properties if the Association shall default in payment thereof. The annual and special assessments, together with interest and costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such 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 Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The Association shall also have the authority, through the Board of Directors to establish, fix and levy a special assessment on any Lot to secure the liability of the Owner thereof to the association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditure of time and money or both, by the Association to repair or remedy.

Each Owner covenants, for himself, his heirs, successors and assigns, to pay each assessment levied by the association on the Lot described in such conveyance to him within ten (10) days of the due date as established by the Board, and further covenants that if said assessment shall not be paid within thirty (30) days of the due date, the payment of such assessment shall be in default and the amount thereof become a lien upon said Owner's Lot as provided herein and shall continue to be such lien until fully paid.

Section 2. The assessments levied by the Association shall be used exclusively for the paying of Common Expenses and for the use and enjoyment of the Common Properties, together with reasonable and prudent reserves, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Properties, the providing for limited access to the property, the procurement and maintenance of insurance in accordance with the Bylaws or as deemed appropriate by the Board, the employment of counsel, accountants and other professionals for the Association when necessary, and such other needs as may arise.

Section 3. The initial annual assessment for Common Expenses shall be in an amount not to exceed \$240.00 annually based on the calendar year; such annual assessment for each Lot shall commence as of January 1 of the year during which the first sale of the Lot with a completed residence occurs (the "First Sale"). In addition, each Lot shall be assessed a one time or initial start-up fee of \$75.00 at the time of the closing of the First Sale. Thereafter, the Board of Directors shall fix the annual assessment.

Section 4. Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall bear interest from the due date at the rate of eighteen (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorneys' fees, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot. The lien herein granted unto the Association shall be enforceable pursuant to Article 2A of Chapter 45 of the General Statutes from and after the time of recording a Claim of Lien in the Office of the Clerk of Superior Court in the County in which the Property is located in the manner provided therefore by Article 8 of Chapter 44 of the North Carolina General Statutes

ARTICLE IX GENERAL PROVISIONS

Section 1. So long as Declarant is an owner of a Lot shown on the plat, Declarant, 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 these Restrictive Covenants. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. These Restrictive Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to these Restrictive Covenants, their respective legal representatives, heirs, successors and assigns. These Restrictive Covenants may be amended by a written recorded instrument signed by Owners of Lots to which at least seventy-five percent (75%) of the votes in the Association have been allocated. In addition, Declarant shall have the right to amend these Restrictive Covenants reasonably in conformity with the plan of development by a written recorded instrument during the Period of Declarant Control.

Section 3. In the event of any conflict between the provisions of these Covenants and any applicable provisions of the Cumberland County Ordinance, the provisions of the Cumberland County Ordinance shall control.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

CAMDEN GLEN DEVELOPMENT, LLC

By: Harold J. Kidd
Name: Harold J. Kidd
Title: Manager

NORTH CAROLINA
CUMBERLAND COUNTY

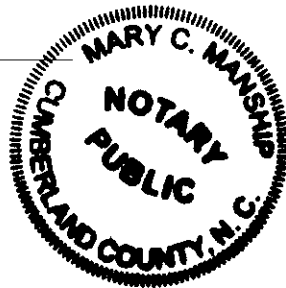
I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: Name of Principal: Harold J. Kidd

Date: 1/19/17

Mary C Manship
Notary Public

Mary C Manship
Printed or Typed Name of Notary Public

My commission expires: 5/12/2020



(N.P. SEAL)

Exhibit A

[Consisting of Wet Detention Basin Operation and Maintenance Agreements for
Drainage Areas 8 and 10]

Wet Detention Basin Operation and Maintenance Agreement

I will keep a maintenance record on this BMP. This maintenance record will be kept in a log in a known set location. Any deficient BMP elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the BMP.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County)**. Records of operation and maintenance should be kept in a known set location and must be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
The entire BMP	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

BMP element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

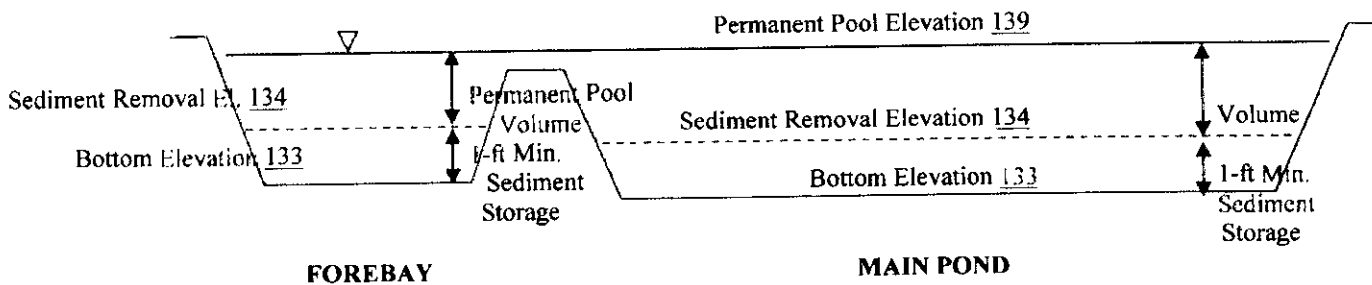
BMP element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair. (if applicable)	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the permanent pool depth reads 5 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 5 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM
 (fill in the blanks)



I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Project name: Peartree West

BMP drainage area number: 8

Print name: Harold Kidd

Title: Member/Manager of Camden Glen Development, LLC

Address: 6885 Cliffdale Road, Fayetteville, NC 28314

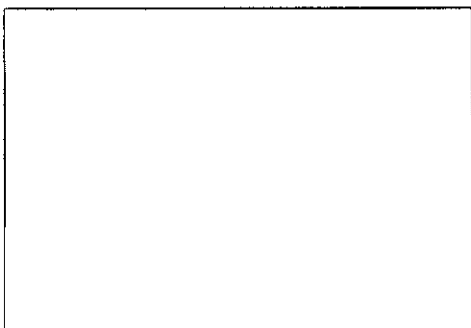
Phone: 910-237-9228

Signature: *Harold Kidd*

Date: 1/19/17

Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

I, Mary C Manship, a Notary Public for the State of North Carolina, County of Cumberland, do hereby certify that Harold Kidd personally appeared before me this 19 day of January, 2017, and acknowledge the due execution of the forgoing wet detention basin maintenance requirements. Witness my hand and official seal,



SEAL

Mary C Manship
Notary Public
Mary C. Manship
Printed Name



My commission expires 5/12/2020

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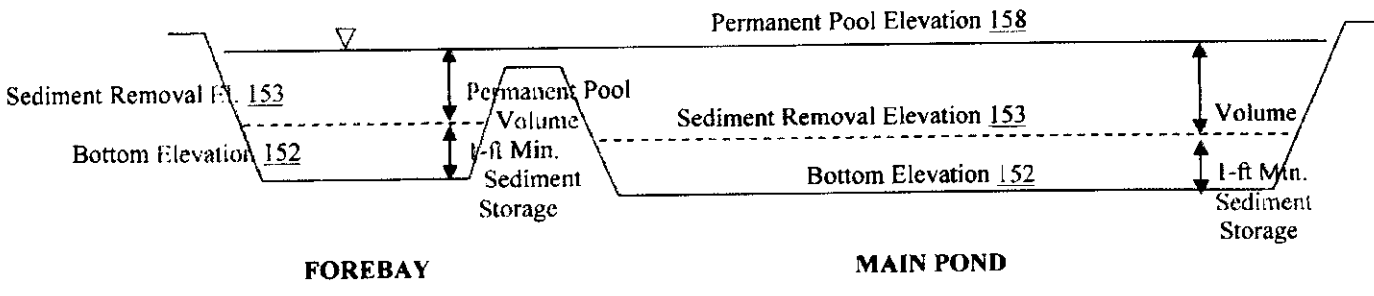
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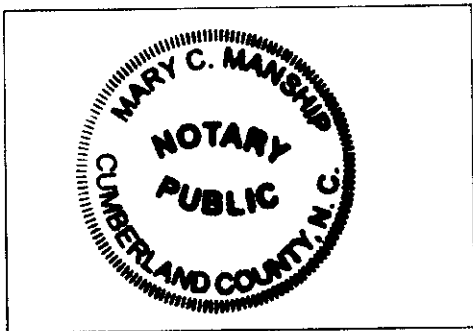
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Notary Public

Mary C. Manship
Printed Name



SEAL

My commission expires 5/12/2020