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CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
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Prepared by and return to: Terry Spell Land Development, LLC
1507 Lake Upchurch Road, Parkton, NC 28371

NORTH CAROLINA **DECLARATION OF COVENANTS,**
CONDITIONS AND RESTRICTIONS FOR
CUMBERLAND COUNTY **CHURCHILL DOWNS, PHASE TWO**

THIS DECLARATION, made this the 20th day of AUGUST, 2009, by
TERRY SPELL LAND DEVELOPMENT, LLC, a North Carolina Limited Liability
Company with its principal place of business in Cumberland County, North Carolina,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Hope Mills, Cumberland
County, North Carolina, which is to be known as **CHURCHILL DOWNS, PHASE**
TWO, as shown on the plat of same duly recorded in Plat Book 00124, Page 0112,
Cumberland County Registry;

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 the purpose of protecting the value and
desirability of, and which shall run with the 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
USE RESTRICTIONS

Section 1. Land Use. All lots in the tract known and described as residential lots 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 with crawl space, not to exceed two stories in height and a private garage(side entrance only except homes built on cul-de-sac lots) for not more than three (3) cars and other out buildings incidental to residential use of the lot. Such outbuildings erected, altered, placed or permitted shall be of the same quality, workmanship and materials as the principal dwelling structure, and will be erected and placed according to Section 3 below. Portable, metal buildings are strictly prohibited.

Section 3. Set Back Requirements.

(a) Corner Lots:

(1) There shall be no structure on any of the designated single-family corner lots within thirty-five (35) feet from the street on which the lot fronts, nor within five (5) feet of the side lot line from any side street; nor within five (5) feet from the interior side lot line. The rear set back line shall be thirty-five (35) feet from the rear lot line, so long as the rear lot line abuts another lot in said subdivision. If the rear lot line

Abuts a lot outside the subdivision, then the rear set back requirement shall be thirty-five (35) feet.

(2) There shall be no structure, which will be situated in a diagonal position fronting the corner where both roads meet, on any of the designated single-family corner lots within thirty (30) feet from the side lot lines of both roads; nor within five (5) feet from any interior lot line. The rear set back line shall be thirty-five (35) feet from the rear lot line, so long as the rear lot line abuts another lot line in said subdivision. If the rear lot line abuts a lot outside the subdivision, then the rear set back requirement shall be thirty-five (35) feet.

(b) Interior Lot Lines:

There shall be no structure on any of the interior designated single-family lots within thirty-five (35) feet on which the lot fronts; nor within five (5) feet from the side lot lines. The rear set back line on all interior lots shall be thirty-five (35) feet from the rear lot line, so long as the rear lot line abuts another lot line in said subdivision. If the rear lot line abuts a lot outside the subdivision, then the rear set back requirement shall be thirty-five (35) feet.

For the purposes of this covenant, eaves, steps and overhands shall not be considered as 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 Terry Spell Land Development, 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 size requirement: The ground floor of the main structure, exclusive of one-story porches and garages, shall not be less than one thousand six hundred (1,600) square feet for a one-story non-duplex dwelling; not less than eight hundred (800) square feet for the first floor of a two-story dwelling, total to be no less than one thousand six hundred (1,600) 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, 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 such other 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 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 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 four (4) 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 there 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.

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 Terry Spell Land Development, 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 or any kind, except common pets, shall be placed or kept on any part of the premises. No breed of dogs that may be perceived by members of general public as being dangerous or having a propensity for being dangerous, including, but not limited to, pit bulls, rottweilers, dobermans, chows and German shepherds, nor any dog whose lineage includes in part any of said breeds, nor any dog that has at any time bitten a person, nor any dog that has been trained as an attack dog, shall be permitted on the premises.

Any dog house or dog containment structure or system must be located to the rear of the main structure and must be located within twenty (20) feet of the rear of the main structure. No such permitted dog house or dog containment structure or system shall be placed, erected or maintained nearer to any street than the rear or side of the principal dwelling structure on improved lots or nearer to any street than the setback line on any vacant lot or nearer to any street than thirty-five (35) feet.

On corner lots, no dog house or dog containment structure or system shall be placed any closer to the street than the back, rear corner of the principal dwelling structure on improved lots.

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 Terry Spell Land Development, LLC. 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 Terry Spell Land Development, LLC. 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.

(a) Interior Lots:

No fence measuring more than seventy-two (72) inches from the ground shall be erected or allowed to remain upon any numbered building lot. A chain-link, vinyl, wood privacy, picket or ornamental iron fence measuring no more than seventy-two (72) inches from the ground may be erected in the area between the rear of the house and the rear property line. In no case, however, shall such fence be erected which shall extend nearer to any street than the principal dwelling structure on improved lots or nearer to any street than the setback line on any vacant lot. Wooden privacy fences shall not be painted without the approval of Terry Spell Land Development, LLC. Any fence erected closer to the street than the front of the dwelling shall be an ornamental fence not more than forty (40) inches in height. All fences shall be approved by Terry Spell Land Development, LLC. especially with regard to privacy fences, prior to erection.

(b) Corner Lots:

There shall be no fence on any of the designated single-family corner lots any closer to either street that intersects the lot than the rear corner of the main structure.

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 Terry Spell Land Development, 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 twenty-four (24) inches in diameter, attached to the rear of the dwelling, so long as said satellite dish is not visible from the road.

Section 13. Clothes Lines. Clothes lines are not permitted.

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, of any kind, 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. Basketball goals shall be allowed in owners' yards or driveways, provided they are properly maintained in good repair and condition. No basketball goals shall be erected or allowed to remain if they are any closer to the street than the front corner of the principal residence.

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 home and lot. 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 County of Cumberland, 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 pick up, 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 the black mailbox with white post 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 the Declarant.

Section 20. Above Ground and In-Ground Pools. There shall be no above-ground swimming pools. In-ground pools are permitted and must be surrounded by a four (4) foot privacy, ornamental or chain link fence.

Section 21. Sprinkler System and Sod. Builder shall install sod and sprinkler system from asphalt to the front corners of the dwelling.

ARTICLE II
UTILITIES AND UTILITY AND DRAINAGE EASEMENTS

Section 1. Utilities. The Declarant reserves the right to subject the real property in

the subdivision to a contract with SOUTH RIVER ELECTRIC 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 South River Electric 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 South River Electric.

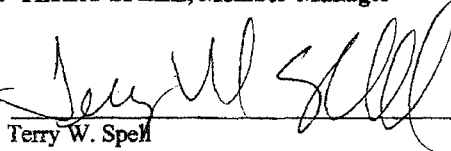
Section 2. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and in addition thereto, an additional ten (10) foot easement for all such purposes is reserved along all interior lot lines, such ten (10) foot easement being five (5) feet on each side of each interior lot of each of the aforesaid lots, and in addition thereto, an additional five (5) foot easement for all 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 easement is reserved along the rear property line of all lots along the perimeter of the subdivision in which the Declarant 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.

Section 3. Landscape Easement. Landscape easements are reserved as shown on the recorded plat.

TO THE TRUE AND FAITHFUL PERFORMANCE OF THESE COVENANTS AND AGREEMENTS, TERRY SPELL LAND DEVELOPMENT, LLC has caused this Instrument to be signed in its name by its member, this 20th day of August, 2009.

TERRY SPELL LAND DEVELOPMENT, LLC
Declarant

BY: TERRY SPELL, Member-Manager

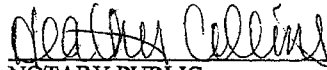
By: 
Terry W. Spell

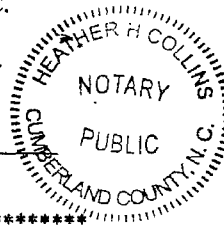
NORTH CAROLINA
CUMBERLAND COUNTY

I, Heather H. Collins, a Notary Public of Cumberland County, North Carolina certify that **TERRY WL SPELL, Member-Manager of Terry Spell Land Development, LLC**, personally came before me this day and acknowledged that he is the Member-Manager of Terry Spell Land Development, and that as Member-Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

WITNESS my hand and Notarial Seal, this the 20 day of August, 2009.

My commission expires:
August 2, 2012


NOTARY PUBLIC
(N.P. SEAL)



The foregoing Certificate of _____

is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

J. LEE WARREN, JR. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,

By _____ Deputy/Assistant-Register of Deeds