

8197
0097

BK8197PG0097

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Jul 09, 2009
AT 10:10:00 am
BOOK 08197
START PAGE 0097
END PAGE 0119
INSTRUMENT # 25769
RECORDING \$80.00
EXCISE TAX (None)
RT

Prepared by and return to: J. Thomas Neville, THORP, CLARKE, NEVILLE & KIRBY, PA
Post Office Box 670, Fayetteville, NC 28302

NORTH CAROLINA
CUMBERLAND COUNTY

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
ESTATES OF CAMDEN,
SECTION ONE**

THIS DECLARATION, made this the 2nd day of July, 2009, by **MARCH F. RIDDLE**,
of Cumberland County, North Carolina, hereinafter referred to as **“Declarant”** and **“Owner”**.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cumberland County, North Carolina, which is to be known as **Estates of Camden Subdivision, Section One**, a zero lot line development, as shown on the plat of same duly recorded in Plat Book 124, Page 184, Cumberland County, North Carolina Registry; and

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.

Declarant presently intends, but is not obligated to develop contiguous properties. In the event Declarant elects to add additional phases to the subdivision or develop adjoining properties, then and in that event, Declarant shall have the right to file an amendment to this Declaration at any time and from time to time prior to December 31, 2029, without the further consent of the Owners of any Lot in the within subdivision, to incorporate into the Declarations and Association of the subdivision any or all of the adjoining lands. In the event that this Declaration is so amended, the terms "Lot" and "Property" as used herein shall be deemed to mean and include the adjoining property and all improvements and structures now or hereafter placed by Declarant thereon, all easements, rights and appurtenances thereto, and all articles of personal property provided by Declarant and intended for use in connection therewith. No amendment made by Declarant in accordance with this paragraph shall divest an Owner of any portion of his property without the consent of such Owner and no such amendment shall materially alter the plan of development set forth herein without the consent of all Owners affected thereby. Each Owner shall be deemed by his acceptance of a deed to a Lot to have consented to the powers of amendment herein reserved by Declarant and to any amendments previously or thereafter executed by Declarant pursuant thereto.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to **ESTATES OF CAMDEN 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, as being shown on the plat of Estates of Camden Subdivision, Section One.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, suitable for residential use.

Section 5. "Declarant" shall mean and refer to MARCH F. RIDDLE, her heirs and assigns, if such heirs 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 designated as Common Area as shown on the plat of Estates of Camden, being duly recorded in Plat Book 124, Page 184, in the Office of the Register of Deeds of Cumberland County, North Carolina, including but not limited to the area marked "common area", sight easement, and any signs at the entrance in the subdivision known as Estates of Camden, Section One, as shown on the afore-referenced plat.

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 instrument 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 the benefit of the Owners, their invitees and licensees, for enjoyment of the common areas.

ARTICLE III
USE RESTRICTIONS

Section 1. Land Use. All Lots may be developed as traditional, single-family residences except that only one residence or dwelling shall be permitted on any one lot. No lot shall be used except for residential purposes.

Section 2. Building Type. No structure shall be erected, altered, placed or permitted to

remain on any single-family dwelling Lot other than one detached single-family dwelling not to exceed two and a half stories in height and a private garage for not more than three 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. The building line of any dwelling house or the buildings appurtenant thereto constructed on any of said lots, other than corner lots, shall not be less than thirty (30) feet from the street line on which the dwelling house fronts; not less than five (5) feet from either side line; and not less than thirty (30) feet from the rear property line with the exception that the building line establishing any side and rear yard adjacent to the external boundaries of this subdivision shall provide side and rear yard set backs adjacent to the external boundary which shall meet the applicable side and rear yard requirements of the R-10 Residential District as set forth in or within the setback areas provided in the provisions of Appendix 13 of the Cumberland County Subdivision ordinance 3-1.3 *et. seq.*, whichever is more restrictive, as amended. With respect to corner lots, the building line of any dwelling house on the buildings appurtenant thereto shall be as follows:

- a. The Building line shall be not less than thirty (30) feet from the street on which the dwelling house fronts and not less than thirty (30) feet from the side street, and not less than five (5) feet from the interior side line and not less than fifteen (15) feet from the rear property line; or
- b. The building line shall be not less than thirty (30) feet from the street on which the dwelling house fronts, and the provision of the County Ordinance shall be complied

with in determining the set back from the side street property line and the required rear yard.

The provisions of this Article may be changed and modified with respect to any one or more lots so as to make the provisions less restrictive by (a) the change being waived or approved by the County of Cumberland through its required administrative procedures, and (b) the change being approved by a written recorded instrument signed by all of the owners of all involved lots and the majority of the owners of the lots to both sides within one hundred (100) feet of the center of any involved lot and the lots across the street within one hundred (100) feet of the center of any involved lot projected directly across the street; and/or (c) while the parties of the first part continue to own an interest in any lot in the subdivision by the change being approved by the written consent of the parties of the first part.

The side line restriction above shall not apply to detached garages or other accessory structures located within the rear one-fourth of the property. The building line of such detached structures shall not be less than five (5) feet from a side line and not less than five (5) feet from the rear line. On corner lots, such detached structures must be located upon the rear interior one-quarter of said corner "lot" or be subject to the side line restrictions as set forth above.

Section 4. Minimum Size of Each Dwelling. No dwelling shall be permitted to be erected on any lot at a cost of less than \$80,000.00, exclusive of the cost of the lot, said cost being based on the prevailing cost of construction at the time these covenants are recorded. Inasmuch as the cost of construction may increase or decrease, March F. Riddle, her heirs or assigns may amend the minimum permitted cost requirements as set out in this paragraph in accordance with the amendment provisions in Article IX, Section 1 hereinafter.

The total heated space for any dwelling, exclusive of one-story porches and garages, shall not be less than one thousand two hundred (1200) square feet. Square footage shall be 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 dwelling which is designed and constructed so as to be capable of being heated for regular living use in cold weather. Unheated storage area, garages, and porches shall not be counted in computing floor space.

Section 5. Plan Approval. No homes or other construction, building, fence, wall, pool deck, porch or other structure shall be commenced, placed, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration to the exterior or interior be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Declarant or her heirs or assigns. Approval shall also be required for site plan, driveway composition (minimum concrete), landscaping plans, mailbox designs, exterior colors and roof. In the event the Declarant, or her heirs and/or assigns, 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. The Declarant must stamp and sign each plan submitted prior to beginning construction.

Section 6. Driveways. All driveways shall be constructed of concrete.

Section 7. Temporary Structures. No trailer, tent, shack, temporary storage unit, barn or other out building shall be erected or placed on any lot covered by these covenants without the written consent of the Declarant, her heirs and/or assigns. No detached garage or other structure shall at any time be used for human habitation temporarily or permanently. Any trailer, boat, camper or other

such facility shall be stored in the rear yard only.

Section 8. 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. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet to advertise the property during the construction and sales period. No trade materials or inventories may be stored upon the premises and no trucks or tractors may be store or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, or an antique show or gift shop, shall be carried on upon any lot.

Section 9. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other common household pets shall be placed or kept on any part of the premises. Common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and not more than three animals of any species shall be kept on the premises. No dangerous dogs, including, but not limited to, pit bulls, rottweilers, dobermans, chows and German shepherds, shall be permitted on the premises.

Section 10. Motor Vehicles, Boats and Trailers. No automobile or motor vehicle may be dismantled or repaired on said property. 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, or tractors thereof, 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 motor vehicle, boat or trailer shall be permitted to be parked in the front yard of the premises. Any boat or trailer allowed to be parked on the rear of the dwelling must be screened from view of the street so as to not be visible from the street.

Section 11. Fences. No fence measuring more than 48 inches from the ground shall be erected or allowed to remain upon any building lot. A chain link fence measuring no more than 48 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 extends closer to a street than a rear corner of the house. Other type fencing may be used or other areas may be enclosed only with the written approval of the Declarant, her heirs and/or assigns.

Declarant has installed a six foot wooden, privacy fence on perimeter lots abutting Camden Road and Waldos Beach Road. All perimeter fencing initially constructed by Declarant shall become the responsibility of the individual Lot owners to maintain in its existing form. In the event any perimeter fencing needs repair or replacement, it shall be repaired or replaced in like materials.

Section 12. 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 Declarant, her heirs or assigns.

Section 13. 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 of the dwelling, so long as said satellite dish is not visible from the road.

Section 14. Clothes Lines. No outside clothes lines shall be permitted on the premises.

Section 15. Signs. Except as otherwise permitted herein, no sign of any character shall be

displayed or placed upon any building plot except one professional sign of not more than one square foot or one sign of not more than five square feet to advertise the property during the construction and sales period.

Section 16. Basket Ball 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 maintained in good repair and condition.

Section 17. 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, placed where trash is normally picked up. All trash containers shall be stored in such manner that they are not visible from the street except when placed for pickup.

Section 18. Parking. Adequate off street parking shall be provided by the owner of each Lot for the parking of automobiles owned by such owner, and owners of Lots shall not be permitted to park their automobiles on the streets in the subdivision. Any automobiles, trucks or other commercial vehicles left in the right of way overnight may be removed without notice and any towing charges shall be the responsibility of the owner or operator of such vehicle.

Section 19. Swimming Pools. No above ground swimming pools shall be permitted on the premises. In-ground pools must be surrounded by a four foot (4') privacy fence.

ARTICLE IV
UTILITIES AND UTILITY AND DRAINAGE EASEMENTS

Section 1. Utilities. The Declarant reserves the right to subject the Properties in this subdivision to a contract with an electrical company 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 the electrical company by the Owner of each single family residence.

Section 2. Utility and Drainage Easements. Easements for installation and maintenance for utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on each side line unless shown in excess of such distances on recorded plats, in which case the plat shall control. 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. 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. A five (5') foot drainage easement is reserved by Declarant along all interior lot lines on all numbered lots in the subdivision.

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 therefor, 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 any person or entity 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 or its successors in title.

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

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 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be for the purpose of maintaining the Common Area, entrance signs, sight easements, and upkeep of the flora and fauna in the common areas, 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.

Section 3. Annual and Initial Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Forty and No/100 (\$40.00) Dollars per Lot. Said

annual assessment shall be payable in full at closing.

(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 ten (10%) percent above the assessment for the previous year by a vote of two-thirds of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

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

(d) In order to insure that the Association will have sufficient monies available to meet operational needs during the initial months of the Association's existence, the Association has established a Working Capital Fund. At the time of the closing of the first sale of each Lot, the purchaser thereof shall pay into such Fund an amount equal to two-twelfths (2/12ths) of the current annual assessment established by the Association. No such payments made into the working Capital Fund shall be considered advance or current payment of regular assessments. All monies paid into the Working Capital Fund shall be held and administered by the Association in accordance with the terms of this Declaration and the By-Laws.

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 Association 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 Association members or of proxies entitled to cast fifty (50%) percent 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 Association's 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 Association's Board of Directors and it 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 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%) percent above the assessment for the previous year by a vote of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 8. Notice and Quorum for Any Action Authorized Under Section 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 7 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%) percent 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 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or fine not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent 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 affected Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot or Common Areas.

Section 10. 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 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 11. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of public and private capital improvement upon the Common Area or as required in accordance with the purpose of the assessments as set forth in Section 2 above, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

In order to insure that the Association will have sufficient monies available to meet

operational needs during the initial months of its existence, the Association has established a Working Capital Fund. At the time of the closing of the first sale of each developed Lot to a purchaser, the purchaser thereof shall pay into such Fund an amount equal to two-twelfths (2/12ths) of the current annual assessment established by the Association. No such payments made into the working Capital Fund shall be considered advance or current payment of regular assessments. All monies paid into the Working Capital Fund shall be held and administered by the Association in accordance with the terms of this Declaration and the By-Laws.

Section 12. Taxes and Insurance. The Association shall levy against the Owners equally an amount sufficient to pay the annual cost of liability insurance premiums for such insurance on the Common Area and the amount of ad valorem property taxes and/or special assessments levied by any lawful governmental authority on the Common Area. It shall be the duty of the Association to pay all such premiums and taxes promptly when they shall become due. Upon default by the Owners Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the common areas or assessments for public improvements to the common areas, which default shall continue for a period of six (6) months, each owner of a Lot in the development shall become personally obligated to pay to the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by allocating a portion of the total taxes and/or assessments due by a percentage of the tax valuation each Lot bears to the total tax valuation. If such sum is not paid by the owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the building site of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority 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.

ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

Class A. Class A members shall be all Owners of Lots with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons and entities 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 forty (40) 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, 2050.

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, her heirs and/or assigns, prior to the conveyance of all Lots in the subdivision, or after conveyance of all Lots, by an architectural committee composed of three (3) or more representatives appointed by the Association's Board of Directors. In the event Declarant, or 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 denied to have been fully complied with.

ARTICLE VIII
EXTERIOR MAINTENANCE

The Association shall provide maintenance for the Common Area, sight easement, and entrance signs in Estates of Camden, Section One, as recorded in Plat Book 124, Page 184, Cumberland County Registry and denoted as "Common Area", and/or "Sight Easement" on said plat. 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 replacement, 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
GENERAL PROVISIONS

Section 1. Amendment. It is understood and agreed, and the present Owners and all

subsequent grantees of present Owners and of the Declarant expressly agree by the acceptance of any lot within the above described subdivision area that the covenants and restrictions of the Declaration shall run with and bind the Properties, including all of the Lots, for a term of twenty (20) years from the date this 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 March F. Riddle, her successors or assigns, so long as March F. Riddle, her successors or assigns, owns any one lot contained in Estates of Camden, Section One, Plat Book ~~104~~, Page ~~184~~ Cumberland County Registry.

Notwithstanding anything contained herein, this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Owners of not less than sixty-six and two-third percent (66 2/3%) of the Lots, and thereafter by an instrument signed by the Owners of not less than fifty-one (51%) percent of the Owners of Lots. Any amendment must be properly recorded in the Office of the Register of Deeds for Cumberland County, North Carolina. However, any proposed Amendment must be approved by the Declarant until such time as the Declarant has given up control of the Board of Directors of the Association, as provided in the Bylaws.

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 Homeowner's Association to enforce these restrictions as agents of the homeowners, or Owners 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. 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 4. These restrictive covenants are submitted and executed in accordance with Appendix B of the Cumberland County Subdivision ordinance 3-1.3 *et. seq.* and Chapter 47A of the North Carolina General Statutes, which are incorporated herein by reference, as amended. Where these restrictive covenants are inconsistent with either state law or the County Code, state law or the County Code shall prevail, in that order.

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.

ARTICLE X
AESTHETIC CONTROL

There is herein created an Aesthetic Committee, composed of the Declarant, prior to the conveyance of all Lots in the subdivision, composed of three (3) or more representatives appointed by the Board of Directors after the conveyance of all Lots in the subdivision. 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 that 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 XI
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 alternation 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, Estates of Camden, Section One, 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 XI, Compliance with Wetlands Regulations cannot be amended without the express written consent of the U.S. Corps of Engineers, Wilmington District.

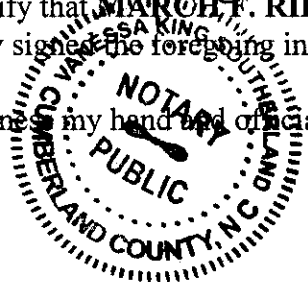
TO THE TRUE AND FAITHFUL PERFORMANCE OF THESE COVENANTS AND AGREEMENTS, March F. Riddle, Declarant, has set her hand and seal this the 2nd day of July, 2009.

March F. Riddle (Seal)
March F. Riddle, Declarant

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Vanessa King Southerland, a notary public of the aforesaid County and State, certify that MARCH F. RIDDLE personally appeared before me this day and acknowledged that they signed the foregoing instrument for the intents and purposes therein expressed.

Witness my hand and official seal, this the 2nd, day of July, 2009.



Vanessa King Southerland
Notary Public

My commission expires:
11/29/2013

(N.P. SEAL)