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

NORTH CAROLINA

CUMBERLAND COUNTY

Ret to: *Jennifer Cooney*

RESTRICTIVE COVENANTS

Scotsdale at Eastover

THIS DECLARATION, made this 31st day of August, 2007, by Castle Hayne Homes, LLC according to a plat of the same duly recorded in Plat Book 120, Page 129, Cumberland County, North Carolina Registry.

WITNESSETH:

WHEREAS, Developer is the owner of a certain property in Cumberland County, North Carolina, which is known as being all of Lots Numbered 1-40 in the subdivision known as Scotsdale at Eastover, according to a plat of the same duly recorded in Plat Book 120, Page 129, Cumberland County, North Carolina Registry.

WHEREAS, the Developer desires that Scotsdale at Eastover be uniform in its development and the restrictions applicable thereto:

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "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 a security for the performance of an obligation.

Section 2. "Developer" shall mean and refer to Castle Hayne Homes, LLC, its successors and/or assigns.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described as Lots Numbered 1-40 in the subdivision known as Scotsdale at Eastover, according to a plat of the same duly recorded in Plat Book 120, Page 129, Cumberland County, North Carolina, Registry, as well as any other property other than the numbered lots appearing on said plat.

Section 4. "Lot" shall mean and refer to any of Lots Numbered 1-40 in the subdivision known as Scotsdale at Eastover, according to a plat of the same duly recorded in Plat Book 120, Page 129, Cumberland County, North Carolina, Registry.

ARTICLE II  
USE RESTRICTIONS

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 Developer reserves the right to use any Lot and any improvements thereon owned by Developer as a model home with sales office. Group family 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 stories in height, a private garage for at least two cars, and other outbuildings 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. Manufactured metal buildings may not be placed on any Lot in the subdivision.

Section 3. No residential dwelling shall be erected or allowed to remain on any of the said Lots containing a heated-area living space of less than one thousand eight hundred (1,800) square feet of which at least one thousand two hundred (1,200) square feet must be on the first floor. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated

for regular living use in cold weather. All residential dwellings must contain at least an attached 2 car garage. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted. No residence, building, 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 Developer 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 Developer and until a copy of all such plans and specifications, as finally approved by the Developer, have been lodged permanently with the Developer. The Developer 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 Developer of said land and contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer 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 the owner 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 Developer fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been fully 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 Developer shall be presumed, and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure, or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a lot. All driveways shall be constructed of concrete. All siding shall be no less than five (5") in width. All roofing material shall consist of architectural shingles (metal or copper accents will be permitted). Vinyl, linoleum or VCT flooring shall not be allowed. Modular homes or manufactured homes shall not be allowed.

Section 4. All structures shall comply with (i) a front setback of thirty (30) feet, a side yard set back of five (5) feet and a rear yard set back of thirty (30) feet. (ii) Any setback requirements not covered in this paragraph shall comply with the ordinances set forth by the local ordinances of Cumberland County.

Section 5. No chain link fences shall be permitted on any Lot. No fence shall be erected closer to the side yard than the rear corner of the dwelling and must remain five

(5) feet off side and rear property lines. Fences shall be erected of only vinyl, iron picket, aluminum picket or pressure treated wood and shall not be over six (6) feet in height. A vegetative buffer of plantings with a minimum spacing of six (6) feet at the root area and a minimum height of three and one-half (42") shall be placed around the exterior sides and rear of the privacy fence.

Section 6. Any satellite dishes or outside antenna shall be placed in the rear of dwellings in order that the same may not be visible from the road front of the dwelling. Television satellite or dish antenna having a diameter in excess of twenty-four (24) inches shall be prohibited.

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 motor vehicle may be dismantled or stored on said property, and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery shall be placed or allowed to remain on said property for over thirty-five (35) days. Notwithstanding the above, these restrictions shall not apply if such vehicle is kept in an enclosed garage and out of sight from the street. Commercial or private camper trailers, trailers, and/or boats shall be stored at the rear of the residence and shall be within the yard setbacks. If more than one (1) of the above non-private or private vehicles, trailers or boats are stored on any lot, they shall be screened from view of other lots by vegetation or properly constructed outbuildings as described in Section 2. No tractor-trailers or tandem axel trucks shall be parked on any lot over night. Parking of any type vehicle, boat or trailer on the street shall be prohibited.

Section 9. No trailer, tent, shack garage, barn or similar type outbuilding shall be placed, erected, or allowed to remain on any Lot without the written consent of the Developer, its successors and assigns. No structure of a temporary character shall be used as a residence temporarily, permanently, or otherwise.

Section 10. No above ground swimming pools shall be allowed. Only temporary children pools will be allowed above ground during the months of May, June, July, August and September of each calendar year.

Section 11. Owner shall keep the lot mowed and maintained regularly, including the area from the lot line to the edge of any paved or gravel street and clear of any unsightly objects. Grass and weeds on all lots including vacant lots must be kept cut at a level of no higher than eight (8) inches.

Section 12. No noxious or offensive activities or nuisances shall be permitted on any lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each lot owner covenants and agrees that he will control the noise level emanating from any activities on the lot at a reasonable level.

Section 13. The maintenance, keeping, boarding and /or breeding of animals, livestock, poultry, exotic animals or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot, except for the keeping of not more than five (5) orderly domestic pets (dogs or cats) shall be permitted subject to the Rules and Regulations adopted by Developer; provided, that such pets are not kept or maintained for commercial purposes or for breeding and provided that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days written notice from the Developer its successors or assigns. No breed of dogs that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, 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. Orderly domestic pets shall not be permitted upon the sidewalks or streets unless accompanied by an adult and unless carried or leashed. All orderly domestic pets shall be confined to the rear of the Lot in a proper picket or privacy fence as described in Section 5.

Section 14. 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 15. 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 and conditions or portions thereof.

### ARTICLE III EXTERIOR MAINTENANCE

The Owner of each Lot shall provide maintenance for the painting, repairing, replacing and caring of roofs, gutters, downspouts, exterior building surfaces, awnings, private drives, storm drainage systems, irrigation systems, landscaping, exterior lighting, perimeter wall and perimeter fencing. In the event an Owner neglects or otherwise refuses to maintain his or her dwelling and other structures on the Lot in a state of repair consistent with the beauty and welfare of the remaining area, then, and in that event, the Developer may effect such maintenance, repairs or replacement, and the cost of such maintenance, repairs and replacements shall be reimbursed to Developer by Owner. If Developer is not properly reimbursed, then that debt shall become a lien on said Lot.

### ARTICLE IV RESERVATION OF RIGHTS

The Developer reserves the right and anticipates adding additional lots to this subdivision and recording same of record by recording separate plats of said individual lots. Upon the recordation of each additional lot as being a portion of Scotsdale at Eastover, then and in that event, these Restrictive Covenants shall apply to the duly recorded lots.

Developer may expressly restrict each lot to these Restrictive Covenants by simply making an appropriate reference in the Deed to the Grantee of said Lot.

ARTICLE V  
UTILITIES, UTILITY DRAINAGE EASEMENTS AND ROAD MAINTENANCE

Section 1. Developer reserves the right to subject the real property in this entire subdivision to a contract with public utility providers for the installation of overhead and/or underground electric cables or other utilities and/or for 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 improved Lot. Developer and its successors in title may devote any lot or portion thereof, not already sold, for any construction and uses which it, in its sole discretion, deems necessary in order to provide the subdivision with utilities.

Section 2. Easements for installation and maintenance of utilities and drainage facilities and signs 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. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever except side yard and rear yard easements which are for the use and benefit of those persons and lots as described herein.

Section 3. Any Owner of a Lot bordered by a road in the subdivision may be required to bear on a pro-rata basis the cost of maintaining the road system in the subdivision or at least until such time as the NCDOT may take responsibility for the maintenance of the road system by dedication to the NCDOT.

ARTICLE VI  
GENERAL PROVISIONS

Section 1. Enforcement. So long as the Developer is an owner of a Lot shown on the plat hereinbefore referenced, Developer, 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 provisions of these Restrictive Covenants. An Owner may enforce these Restrictive Covenants even if Developer fails to do so. Failure by the Developer 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. Amendment. 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, for a term of twenty (20) years from the date these Restrictive Covenants are

recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years. These Restrictive Covenants may be amended by (i) a change being approved by a written recorded instrument signed by all of the Owners of all Lots requesting a change or modification and by the Developer, its successors / or assigns, or (ii) while the Developer continues to own any Lot in the subdivision, by the change being approved by the written consent of the Developer during the first twenty (20) year period.

IN WITNESS WHEREOF, CASTLE HAYNE HOMES, LLC, the Developer herein, has caused this Declaration to be signed in its name the day and year first above written.

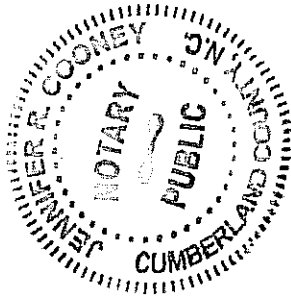
CASTLE HAYNE HOMES, LLC

By: *MP. Williams* (SEAL)  
Michael P. Williams, Manager

State of North Carolina  
County of Cumberland

I, the undersigned notary public for the above stated county and state, do hereby certify that Michael P. Williams personally appeared before me this date and, being first duly sworn, acknowledged that he is Manager of Castle Hayne Homes, LLC, a North Carolina Limited Liability Company, and that by authority duly given, and as the act of Castle Hayne Homes, LLC he signed the foregoing instrument in the company name as its act and deed for the purposes therein stated.

Witness my hand and notarial stamp or seal this 31st day of August, 2007.



*Jennifer R. Cooney*  
Notary Public

Jennifer R. Cooney  
Printed Name, Notary Public

My commission expires: September 25, 2008