

Prepared by: J. Duane Gilliam

Mail to: Broadwell Land Company, P. O. Box 53587, Fayetteville, NC 28305
NORTH CAROLINA

CUMBERLAND COUNTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF REMINGTON, SECTION SIX

THIS DECLARATION, made the 9th day of December, 1998, by BROADWELL LAND COMPANY, A North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cross Creek Township, Cumberland County, North Carolina, which is more particularly described as follows:

061681

Remington, Section Six, Subdivision, Book of Plats
98, Page 122, Cumberland County, North Carolina, Registry.

NOW, THEREFORE, declarant hereby declares that pursuant to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF REMINGTON, SECTION 1, PART 1, ARTICLE VIII, Section 2., recorded in Book 3711, page 280, of the Cumberland County Registry (hereinafter Remington, Section 1, Part 1), Remington, Section Six, Subdivision, Book of Plats 98, Page 122, is hereby annexed to the Properties encumbered by Remington, Section 1, Part 1, and further 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.

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ARTICLE I.

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DEFINITIONS

(148)
GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

Section 1. Association shall mean and refer to Remington Homeowners Association, Inc., 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, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently consists of the Remington Lake and dam and the Remington Park as conveyed by Broadwell Land Company to Remington Homeowners Association, Inc. by a deed dated March 2, 1992, recorded in Book 3761, page 390, Cumberland County Registry, and a deed of correction dated June 8, 1992, recorded in Book 3805, page 10, Cumberland County Registry. The Common Area will also consist of temporary and permanent parking areas for Remington Lake and Remington Park as determined by Broadwell Land Company in its discretion or as determined by the Association from properties as owned by it.

Section 5. Lot shall mean and refer to any of the numbered lots as shown on the plat of Remington, Section Six, recorded as aforesaid in the Cumberland County Registry. "Lake Lots" shall refer to lots that abut Remington Lake. "Lots other than Lake Lots" shall refer to all other lots of the said Subdivision.

Section 6. Declarant shall mean and refer to Broadwell Land Company, North Carolina corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. The address of the Declarant is 903 Hay Street, Fayetteville, North Carolina, 28305.

Section 7. Declaration shall mean this instrument as it may be from time to time amended or supplemented.

Section 8. Eligible Mortgage Holder or Eligible Holders is defined as a holder of a first mortgage or lien on a unit who has requested notice of certain matters from the Association.

Section 10. Mortgagee shall mean a beneficiary under a mortgage or deed of trust.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. The title to the common area shall be preserved to the perpetual benefit of the owners association. 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 subject to the following provisions:

- a. The right of the Association to dedicate or transfer all or 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 the members agreeing to such dedication or transfer has been recorded. If ingress or egress to any lot is through the common area, any conveyance or encumbrance of such area shall be subject to the lot owner's easement;
- b. 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.

ARTICLE III.

EASEMENTS

Section 1. Easements are reserved as necessary in the Common Areas for installation and maintenance of underground utilities, drainage facilities and irrigation system(s).

Section 2. The Association, acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the maintenance to the common area.

Section 3. Each lot and all common areas and facilities are hereby subjected to an easement for the repair, maintenance, inspection, removal, relocation or other service of or to all utility, drainage, irrigation, or other common areas and facilities, whether or not the cause of any or all of those activities originates on the unit on which the work must be performed.

Section 4. Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the common areas and facilities(all streets are public streets).

Section 5. An easement is hereby granted to all police, fire protections, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the lots and common area in the performance of their duties.

Section 6. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

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

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

a. CLASS "A". Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no

event shall more than one (1) vote be cast with respect to the Lot.

- b. CLASS "B" Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, or
- (2) on September 1, 1998.

ARTICLE V.

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. 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 assessment, 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 not pass to his successors in title unless expressly assumed by them.

- c. Notwithstanding anything to the contrary set out herein, Declarant shall be responsible for only one-fourth (1/4) of any assessments on lots it owns until such lot has been conveyed to a new owner.
- d. The lien of any assessment is subordinate to the lien of any first mortgage. Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under a first or insured mortgage.

Section 2. PURPOSE OF ASSESSMENT. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the

residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$25.00 per lot for "Lake Lots" and \$15.00 per lot for "Lots Other than Lake Lots".

- a. From and after January 1 of the year immediately following the conveyance of the first lot to Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following conveyance of the first lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. 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 the 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 improvements upon the Common Area, including the Dam, and including fixtures and private 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 a meeting duly called for this purpose.

Section 5. LIABILITY INSURANCE.

- a. It shall be the duty of the Association to maintain in effect liability insurance in reasonable amounts, covering all occurrences commonly insured against death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Area.
- b. Declarant and the Association shall use their best effort to insure that the insurance policies carried pursuant to subsection a) shall provide that:
 - 1) each unit owner is an insured person under the policy with respect to liability arising out of the interest in the common area or membership in the association;
 - 2) the insurer waives its right to subrogation under the policy against any lot owner or members of his household.
 - 3) no act or omission by any lot owner, unless acting within

the scope of his authority on behalf of the association, will preclude recovery under the policy.

- c. Premiums. All insurance policy premiums on the property for the benefit of the Association purchased by the Board of Directors or its designee and any deductibles payable by the Association upon loss shall be a common expense and the Association shall levy against the Owners equally as an additional annual assessment, (herein called "Insurance Assessment") which shall be in addition to the amounts provided for under Section 3 above, an amount sufficient to pay the annual cost of all insurance premiums.
- d. Policies. All insurance policies purchased by the Board of Directors shall be with a company or companies permitted to do business in the State of North Carolina and holding a rating of "A" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Board of Directors and the Lot owners and their mortgagees as their respective interests may appear.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than then (10) days nor more than fifty (50) 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 votes of each class of membership shall constitute a quorum. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notwithstanding the above, the vote required in Sections 3 and 4 shall control where appropriate.

Section 7. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual or annual basis, and with a \$10.00 variance being maintained in annual assessments between "Lake Lots" and "Lots other than Lake Lots."

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid monthly, semi-annually or annually. 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.

A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment levied against a lot remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that Lot when filed of record in the Office of the Clerk of Superior Court in the manner provided therefor by Article 8 of Chapter 44 of the General Statutes. The Association's lien may be foreclosed in like manner as a mortgage on real estate under power of sale under Article 24 of Chapter 45 of the General Statutes. Any such unpaid assessments shall bear interest from the due date at the rate of twelve (12%) per cent per annum. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 10. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default of the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area, 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 taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of certificates in the Association. If such sum is not paid by the Owner within thirty (30) days following the receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot 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 or may elect to foreclose the lien against the lot of the Owner.

Section 11. WORKING CAPITAL ASSESSMENT. At the time title is conveyed to an owner, each owner shall contribute to the Association as a working capital reserve an amount equal to a two (2) months estimated common area assessment. Such funds shall be used solely for initial operating and capital expenses of the Association, such as pre-paid insurance, supplies and maintenance of the common areas and facilities, and equipment, etc. Amounts paid into the working capital fund are not to be considered as advance payments of regular assessments. Any working capital funds remaining at the end of the first full operating year shall be transferred to and become part of the general funds of the Association, in the discretion of the Board of Directors.

Section 12. RIGHTS OF ELIGIBLE MORTGAGE HOLDERS. To the extent permitted by law, an eligible mortgage holder upon written request to the Association, identifying the name and address of the holder, will be entitled to timely written notice of:

- a. Any condemnation, loss or casualty loss which affects a material portion of the project or any lots on which there is a mortgage held by such eligible mortgage holder. (NOTE: In this section "project" refers to the construction and maintenance of the Lake.)
- b. Any delinquency in payment of assessments or charges owed by an owner of the lot subject to a first mortgage held, by such Eligible Holder, which remains uncured for a period of sixty (60) days.

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- c. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- d. Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.
- e. In addition to the foregoing rights, the Eligible Mortgage Holders shall be afforded the following rights subject to the extent permitted by law and as allowed by the North Carolina General Statutes as they now exist or as may be amended from time to time.
 - (1) Any election to terminate the legal status of the project (other than through condemnation by a unit of Government) after substantial destruction or a substantial taking in condemnation of the Common Area must require the approval of at least fifty-one (51%) percent of the votes of the unit estates subject to Eligible Mortgage Holders.
 - (2) Unless otherwise provided in the Declaration or By-Laws, no reallocation of interest in the common areas resulting from a partial condemnation or partial destruction of the common area may be effected without the prior approval of Eligible Holders holding mortgages on all remaining unit estates whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining unit estates subject to Eligible Holders of mortgages.
 - (3) Notwithstanding the above, an election by the Association to dedicate all or part of the common area to a governmental authority shall not require the consent of Eligible Mortgage Holders.

ARTICLE VI.

USE RESTRICTIONS

1. All "lots" shall be used for residential purposes only and shall not be used for any business or commercial purposes. Group family homes are prohibited.

2. All "Lots" in the said Remington, Section Six Subdivision 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.

3. No dwelling shall be erected or allowed to remain on any of the "Lots other than Lake Lots" which shall contain a heated-area living space

of less than one thousand three hundred fifty (1,350) square feet of which not less than eight hundred fifty (850) square feet shall be on the first or ground 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. 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 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 in writing by the Declarant and until a copy of all such plans and specifications is finally approved by 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 shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building plot on said land.

4. a. No dwelling shall be located on any lot nearer to the front lot line or nearer to a side street line than the minimum building setback lines and dimensions as are set out in the R-10 Residential Zone of the Fayetteville Zoning Ordinance as of the date of recording these restrictions. In the event the side yard setback or the rear yard setback is zero, then a minimum five foot wide maintenance easement will be provided on the adjoining lot, which maintenance easement is to be maintained by the owner of the lot having the zero lot line, and which owner having the zero lot line shall also hold the Association harmless. For the purpose of this covenant, eaves, steps,

and decks without roofs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Open fire escapes, outside stairways, the ordinary projections of chimneys and flues, swimming pools, flag poles, decorative fountains, and other similar items may be erected in required yards when placed so as not to obstruct light and ventilation necessary for the structure.

b. Lots 190, 191, 193, 195, 237 and 241 of this subdivision (which are corner lots) must meet the required front yard setback of the R10 Residential District on each of the two intersecting street in accordance with Article VI, Section 32-53 of the Fayetteville Zoning Ordinance.

5. The side line restriction shall be the minimum side line distance as set forth in the deed from Broadwell Land Company to the purchaser; and if no side line distance is so specified, then the distance shall be five (5) feet. The rear line restriction shall be the minimum rear line distance as set forth in the deed from Broadwell Land Company to the purchaser; and if no rear line distance is so specified, then the distance shall be thirty-five (35) feet.

6. Easements for drainage and for drainage swales, and for installation and maintenance of drainage facilities, including pipelines, are reserved as shown on the recorded plat; and additionally, ten (10') foot easements for all of such purposes are reserved along all interior "lot" lines, such ten (10') foot easements being five (5') feet on each side of each interior "lot" line of each of the aforesaid "lots" provided that if Declarant at the time of the initial conveyance of any lot or lots of said subdivision shall change the size or shape of any building lot by adding a strip of land to a "lot" or by deleting a strip of land from a "lot", that the ten (10') foot easement herein reserved shall be five (5') feet on each side of the interior lot line of the lot as initially conveyed by Declarant.

7. No construction may be constructed with an exterior wall finish of material of concrete or cinder block type construction or shall be finished in asbestos siding shingles. Mail boxes placed at the street shall be of a uniform design as approved or specified by Broadwell Land Company, or its designee.

8. No fence or wall shall be erected or maintained nearer to any street than the principal dwelling structure on improved "lots" or nearer to any street than the setback lines of any vacant "lot", but a wood fence, not to exceed four (4) feet in height may be erected upon that portion of the lot lying to the rear of the front setback line with the exception of Lots 293-302, Section Three, Part One, wherein the permitted wood fence shall not exceed six (6) feet in height along the rear property line only, the side fence shall not exceed four (4) feet in height (in all cases, the exterior side shall be the finished side).

9. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure on the individual lots have been approved in writing by Broadwell Land Company, and/or Floyd Construction Co., Inc., in accordance with Section 3 above.

10. All lots as shown on the aforesaid recorded plat are approved as to size and shape. No lot shall be re-subdivided in any manner so as to create any new or revised lot having a width of less than 80 feet at the minimum setback line or having an area of less than 10,000 square feet.

11. All areas indicated as streets and easements on the aforesaid recorded plat are hereby dedicated to public use forever.

12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

13. Television satellite or dish antennas are prohibited, except that small satellite antennas may be mounted on the rear of the houses.

14. 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.

15. 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 (30) days. Notwithstanding the above, these restrictions shall not apply if such vehicle is kept in an enclosed garage. No commercial trucks shall be permitted to be parked on the premises except in the course of delivery, pick up or discharge of a specific commercial duty.

16. No animals or poultry of any kind, except common pets, shall be placed or 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. Any variation of deviation may be considered only with the written consent of Floyd Construction Co., Inc.

17. Declarant reserves the right to subject the real property in this entire subdivision to a contract with the provider of electrical service for the installation of underground electric cables and/or the installation of street lighting, either or both, or which may require an initial payment and/or a continuing monthly payment to the provider of electric service by the each utility customer of each building.

18. 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.

19. Declarant and its successors in title may devote any lot or portion thereof, not already sold, for any constructions and uses which it, in its

discretion, deems necessary in order to provide the subdivision with utilities.

20. 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.

21. No exterior alterations, additions, or changes of any kind may be made to the structure of design of the residence and improvements now on said property without the written consent of Floyd Construction Co., Inc., its successors or assigns.

22. No outside clothes lines shall be permitted on the premises.

ARTICLE VII.

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Except as provided in Sections 2 and 3, below, annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 2. If the Declarant, its successors or assigns, shall develop all or any portion of any land contiguous to the property which is subject to this Declaration, such additional tract or tracts may be annexed to said Properties without the consent of the Class A members, provided, however, the development of the additional tract described in this section shall be in accordance with the same general scheme of development as the Remington, Section 1, Parts 1 and 2, and Section 2, Parts 1 and 2, Subdivisions. The tract of land from which additional phases may be annexed are described on Exhibit A attached.

Section 3. The rights of Declarant reserved in Section 2 above shall expire automatically on September 1, 2000, if not exercised prior thereto.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, 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 this Declaration. Failure by the Association or by an Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. 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.

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Section 3. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of the Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration shall run with and bind the land, 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. This Declaration (other than paragraphs 3. and 5. of ARTICLE VI) may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners; provided, that no amendment of subparagraph (b) of paragraph 4. of ARTICLE VI shall be made without the approval of the City Planning Department. Any amendment must be recorded.

It is understood and agreed, that any or all of the above restrictive covenants set forth as paragraphs 3. and 5. of ARTICLE VI may be released, changed, modified, or amended, with respect to all lots, or with respect to one or more specific lots as follows:

- a) By an instrument executed by Broadwell Land Company so long as Broadwell Land Company is an owner of (or holds a purchase money deed of trust on) one or more of the lots in said subdivision or;
- b) By an instrument executed by Floyd Construction Co., Inc. so long as Floyd Construction Co., Inc. is an owner of (or holds a purchase money deed of trust on) one or more of the lots in said subdivision; or
- c) When Broadwell Land Company or Floyd Construction Co., Inc. is no longer the owner of (or holds a purchase money deed of trust on) any lots or lots within said subdivision, by an instrument signed by the owners of not less than one-half of the total lots within the subdivision.

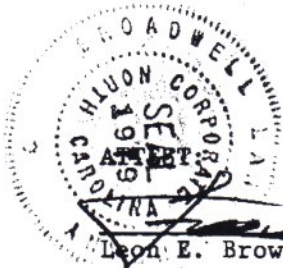
Section 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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Section 6. USE RESTRICTIONS SURVIVE. Notwithstanding any other provisions in these Declarations or By-Laws, in the event the common areas and facilities are offered for dedication to the public and such offer is accepted by a governmental agency, these Use Restrictions shall survive any termination of the Association.

Section 7. LAW CONTROLLING. This development is being undertaken pursuant to the provisions of Chapter 47A of the North Carolina General Statutes, and Chapter 27 of the Fayetteville City Code, which is incorporated by reference.

IN WITNESS WHEREOF, BROADWELL LAND COMPANY, the Declarant herein, has caused this Declaration to be signed in its name this 9th day of December, 1998.



BROADWELL LAND COMPANY

By: [Signature]
Don B. Broadwell, President

[Signature]
Leon E. Brown, Secretary

NORTH CAROLINA

CUMBERLAND COUNTY

I, Harriet P. Harris, a Notary Public in and for the aforesaid County and State do hereby certify that Leon E. Brown personally appeared before me this day and acknowledged that he is the Secretary of BROADWELL LAND COMPANY, a North Carolina corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by itself as its Secretary.



WITNESS my hand and Notarial Seal, this 9th day of December, 1998.

[Signature]
Notary Public

My Commission Expires: 2/22/03.

The foregoing Certificate(s) of Harriet P. Harris

is/are 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.

By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Stephanie K. Willis Deputy / Assistant - Register of Deeds

EXHIBIT A

BEING any portions heretofore or hereafter acquired by Broadwell Land Company of the 191.7 acre tract of land conveyed by a deed dated August 25, 1977, from First-Citizens Bank and Trust Company, Trustee, to Aileen Bowles Owen and Oneida Bowles Bain, recorded in Book 2614, page 650, Cumberland County Registry.

The Remington, Section 1, Part 1, Subdivision, recorded in Book of Plats 77, page 39, and the Remington Section 1, Part 2, Subdivision recorded in Book of Plats 79, page 55, and the Remington Section 2, Part 1, Subdivision recorded in Book of Plats 81, page 47, and the Remington Section 2, Part 2, Subdivision recorded in Book of Plats 83, page 133, and the Remington, Section 3, Part 1, Subdivision recorded in Book of Plats 88, Page 160, and the Remington, Section 3, Part 2, Subdivision recorded in Book of Plats 87, Page 159, are a part of the above 191.7 acre tract of land.