

NORTH CAROLINA  
 CUMBERLAND COUNTY

DECLARATION OF COVENANTS  
 CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 6th day of December, 1982 by E. NEWTON SMITH, JR. and RONALD CAREY SMITH of Cumberland County, North Carolina, hereinafter referred to as "Declarants,"

W I T N E S S E T H:

WHEREAS, Declarants are the owners of certain property in the City of Fayetteville, in Cross Creek Township, Cumberland County, North Carolina, which is more particularly described as:

See Exhibit "A"

NOW, THEREFORE, Declarants hereby declare 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. "Association" shall mean and refer to Havilah Manor Townhomes, 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 (including the improvements thereon) 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 of that area shown as "Common Area" on that certain map of Phase One, Havilah Manor Townhomes, which is recorded in Map Book 52, Page 58, in the office of the Register of Deeds of Cumberland County, North Carolina, together with such future plats as may be put on record.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarants" shall mean and refer to E. Newton Smith, Jr. and Ronald Carey Smith, their heirs and assigns, if such heirs or assigns should acquire more than one undeveloped lot from the Declarants for the purpose of development.

## 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 preserved to the perpetual benefit of the Association, appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to change reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the Common Area by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) 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.

(d) the right of the Association to limit the number of guests of members.

(e) 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. Parking Rights. Ownership of each Lot shall include two parking spaces together with the right of ingress and egress in and upon said parking area. Ownership of each Lot shall also include the right of ingress and egress in and upon any and all public streets and walkways located within or adjacent to Havilah Manor Townhomes.

### ARTICLE III

#### 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:

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 vote be cast with respect to any Lot.

Class B. The Class B member(s) 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:

(a) when the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, or

(b) on January 1, 1986.

### ARTICLE IV

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

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:

(1) annual assessments or charges, and

(2) 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 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvements and maintenance of the exterior of the townhouses and maintenance of the Common Area and the private streets of "Havilah Manor Townhomes", Book of Plats 52, Page 58, Cumberland County Registry, together with such future plats as may be put on record. Included in the above common area costs, but not limited thereto, are the Public Works bills for the underground sprinkler system and street lights.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment shall be Five Hundred Dollars (\$500.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment may be increased each year not more than 5% above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment may be increased above 5% 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 that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a public or private capital improvement upon the Common Area, 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 a meeting duly called for this purpose.

Section 5. Taxes. As an additional annual assessment, 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 homeowners 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 residential site 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 dividing the total taxes and/or assessments due by the total number of residential sites in the development. 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 residential 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.

Section 6. Private Streets. Every owner shall be granted a non-exclusive easement for ingress and egress in and across those private streets as shown on plat of "Havilah Manor Townhomes", Book of Plats 52, Page 58, Cumberland County Registry, together with such future plats as may be put on record. The Association shall have the right to assess each Lot for its pro-rata share of the maintenance of said streets and remit said assessments by contract to the Havilah Manor Townhomes Association, Inc.

Section 7. 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 Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required

quorum and 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 60 days following the preceding meeting.

Section 8. 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 basis.

Section 9. Date of Commencement of Annual Assessments: Due Dates.

The written 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 such 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 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 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 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 property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

## ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein 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 as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event 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 deemed to have been fully complied with.

## ARTICLE VI

## PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the

necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VII

### EXTERIOR MAINTENANCE

The Association shall be responsible for the maintenance of the individual owner's townhouse building, fence, and appurtenant structures attached thereto. The Association shall be responsible for the painting, repairing, replacing and caring of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements and the cost of such maintenance, repairs and replacements shall be added to and become a part of the assessment to which the owners are subject.

## ARTICLE VIII

### USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed three and one-half stories in height. Any building erected, altered, placed or permitted to remain on any lot shall be subject to the provisions of Article V of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Temporary Structures. 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.

Section 4. Recreational Vehicles. No boat, motor boat, camper, trailer, motor or mobile home, or similar type vehicle, shall be permitted to remain on any lot at any time, unless by consent of the Association in which event such



vehicles shall be placed in the area or areas designated by the Association.

Section 5. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or dwelling, except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

Section 6. Outside Antennas. No outside radio or television antennas shall be erected on any lot or dwelling unit within the properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 7. Exterior Lights and Draperies. In order to preserve a harmonious presentation of the exterior of the units, only clear white non-frost or smoked exterior lights may be utilized and all draperies covering windows visible from the exterior of the units shall be lined with white or some other neutral color.

Section 8. No single story residence shall be constructed on a lot which shall have heated-area living space constituting ground coverage on one or more levels of less than 1300 square feet. In the computation of floor space, furnace room areas, garages, and porches shall not be counted.

#### ARTICLE IX

#### EASEMENTS

Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage, or which may obstruct or retard the flow of water.

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 exterior maintenance called for in Article VII of this declaration.

Section 3. Easements are also reserved over those portions of the Common Area that may be necessary or required to accommodate overhanging eaves or other cantilevered construction which may encroach upon the Common Area on the air and light space above such Common Area.

## ARTICLE X

## ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. 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 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty per cent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within eight years of the date of incorporation of this Association, the Declarants shall decide to develop the following lands, such additional lands or any portion thereof may be annexed to said properties without the assent of the Class A members: SEE EXHIBIT B.

## ARTICLE XI

## 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 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. 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 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this

Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the lot owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

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.

Section 6. Applicable Law. This Declaration is executed within the City of Fayetteville, County of Cumberland, and State of North Carolina. The terms and conditions of this Declaration shall be construed in light of the statutes, ordinances, rules and regulations of the City of Fayetteville, County of Cumberland, and State of North Carolina, including, but not limited to, North Carolina General Statute §47A-1 et seq and Fayetteville City Code §27-10(j)(7), which are hereby incorporated by reference.

IN WITNESS WHEREOF, E. Newton Smith, Jr. and Ronald Carey Smith have set their hands and seals this 6<sup>th</sup> day of December, 1982.

E. Newton Smith, Jr. (SEAL)  
E. NEWTON SMITH, JR.  
Ronald Carey Smith (SEAL)  
RONALD CASEY SMITH

NORTH CAROLINA  
CUMBERLAND COUNTY

I, Florence A. McCarthy, Notary Public for said County and State, do hereby certify that E. NEWTON SMITH, JR. and RONALD CASEY SMITH personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this 6th day of December, 1982.  
Florence A. McCarthy  
Notary Public

My Commission Expires: June 12, 1984.

I, Florence A. Carthy, Notary Public for        County and State, do hereby certify that E. NEWTON SMITH, JR. and RONALD CASEY SMITH personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this 6th day of December, 1982.

Florence A. Carthy  
Notary Public

My Commission Expires: June 12, 1984.

NORTH CAROLINA, CUMBERLAND COUNTY  
The foregoing or annexed certificate of       

Florence A. McCarthy

Notary Public/Notaries Public is/are certified to be correct.

This instrument was presented for registration and recorded in this Office at Book 2895 Page 797  
This 7 day of December, 1982 at 9:00 O'clock A M.

Marion Clark  
Register of Deeds

By Hailin R. Eder  
Deputy Register of Deeds

BOOK 2895 PAGE 808

EXHIBIT "A"

BEGINNING at a concrete monument, a point in the northern right-of-way margin of Bragg Street, said concrete monument being the southwest corner of Lot 259 and the southeast corner of Lot 258 of Lafayette Heights as recorded in Plat Book 7, Page 61, said concrete monument being the southeast corner of Lot 4 of the property of Dr. Newton Smith as recorded in Plat Book 18, Page 28, all of the Cumberland County, North Carolina Registry and running thence with the northern right-of-way margin of Bragg Street north 80 degrees 49 minutes West, 329.06 feet to an iron pipe; thence continuing with a northern right-of-way margin of Bragg Street North 77 degrees 16 minutes West, 32.15 feet to a concrete monument, said concrete monument being the southwest corner of Lot 1 of the property of Dr. Newton Smith; thence with Smith's western line of Lot 1 North 06 degrees 52 minutes East, 203.56 feet to an iron pipe, a point in the Southern line of Lot 5 of Edenroc Subdivision as recorded in Plat Book 25, Page 3, Cumberland County, North Carolina Registry; thence with the Southern line of Lots 5 and 6 of the Edenroc Subdivision south 85 degrees 52 minutes east, 374.02 feet to an iron pipe, the Northeast corner of Lot 258 and the Northwest corner of Lot 259 of Lafayette Heights, said iron pipe also being the Northeast corner of Lot 4 of the property of Dr. Newton Smith; thence with the eastern line of Lot 258 and the western line of Lot 259 of Lafayette Heights and the eastern line of Lot 4 of the property of Dr. Newton Smith south 09 degrees 14 minutes west, 238.20 feet to the point of beginning, containing 1.86 acres, more or less.

This being all of a tract of land recorded in Book 651, Page 70 and being all of Lots 1, 2, 3 & 4 of the property of Dr. Newton Smith as recorded in Plat Book 18, Page 28 all of the Cumberland County, North Carolina Registry.

## EXHIBIT "B"

FIRST TRACT: BEGINNING at a stake in the Western margin of Pilot Avenue at its intersection with the Southern margin of Bragg Street and running thence with the Southern margin of Bragg Street in a Westerly direction N 80° 45 minutes West 359.5 ft., more or less, to a stake in the Western margin of the original tract of which this is a part; thence South 5° 50 minutes West 200 ft., more or less, to a stake in the Northern margin of Lot 204; thence about South 80° 45 minutes East 358 ft., more or less, to a stake in the Western margin of Pilot Avenue; thence with the Western margin of Pilot Avenue North 9° 15 minutes East 200 ft. to the place and point of BEGINNING, and being all of Lots 209, 210, and 211, 216, 217, 218 and 219, as appears per Plat duly recorded in Book of Plats S No. 7, Page 61, and being part of Lot 208.

For title reference, see Deed duly recorded in Book 523, Page 241, Tract 1, Cumberland County Registry.

SECOND TRACT: BEGINNING at a stake in the Western margin of Pilot Avenue, at a point South 9° 15 minutes West 200 ft. from its intersection with the Southern margin of Bragg Street, being also the Southeast corner of Lot 216, and running thence North 80° 45 minutes West 370 ft., more or less, to a stake in the Western line of the original tract of which this is a part; thence South 5° 50 minutes West 175 ft., more or less, to a stake in the Northern margin of the right-of-way of the Ft. Bragg Boulevard; thence with the northern margin of the right-of-way of the Ft. Bragg Boulevard in an Easterly direction about South 81° 45 minutes East about 360 ft., more or less, to a stake in the Western margin of Pilot Avenue; thence with the Western margin of Pilot Avenue North 9° 15 minutes East 170 ft., more or less, to the place and point of BEGINNING, and being all of Lots 213, 214 and 215, and part of Lots 204, 205, 206, 207 and 212 in the Subdivision know as "Lafayette Heights", as appears in the Plat duly recorded in Book of Plats 7, Page 61, Cumberland County Registry.

For title reference, see Deed duly recorded in Book 523, Page 240, Tract 1, Cumberland County Registry.

THIRD TRACT: BEGINNING at a concrete monument in the northern margin of the right of way of Bragg Street, said beginning corner being further located North 5 degrees 00 minutes East 50.7 feet from a concrete monument located in the southern right of way margin of Bragg Street, and said concrete monument in the southern right of way margin of Bragg Street is further located North 80 degrees 45 minutes West 357.59 feet from the point where the southern right of way of Bragg Street intersects with the western right of way of Pilot Avenue, and running thence with the northern right of way margin of Bragg Street North 68 degrees 34 minutes West 128.29 feet to a stake; thence North 48 degrees 46 minutes East 177.7 feet to a stake; thence South 05 degrees 00 minutes West 164.6 feet to the Beginning. Containing .25 acre, more or less. Being a portion of the tract conveyed to Tildon Walker by Robert H. Dye, Attorney-in-Fact for Harlee Townsend on February 22, 1947, recorded in Book 499, Page 112, Cumberland County Registry.

For title reference, see Deed duly recorded in Book 2894, Page 669, Cumberland County Registry.

FOURTH TRACT: BEGINNING at a concrete monument in the southern right of way margin of Bragg Street, said beginning corner being further located North 80 degrees 45 minutes West 357.59 feet from the point where the southern margin of Bragg Street intersects with the western margin of Pilot Avenue and running South 5 degrees 00 minutes West 376.38 feet to a stake in the northern margin of Bragg Boulevard; thence with the northern margin of Bragg Boulevard North 80 degrees 45 minutes West 530.3 feet to a stake in the northern margin of Bragg Boulevard; thence North 48 degrees 46 minutes East 530.6 feet to a stake in the southern margin of Bragg Street; thence with the southern margin of Bragg Street South 68 degrees 34 minutes East 168.45 feet to the beginning. Containing 3.60 acres, more or less. Being a portion of the tract conveyed to Tildon Walker by Robert H. Dye, Attorney-in-Fact for Harlee Townsend on February 22, 1947, of record in Book 499, Page 112, Cumberland County Registry.

For title reference, see Deed duly recorded in Book 2894, Page 671, Cumberland County Registry.