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

Prepared By: Barfield Law Firm
Susan R. Benoit
2929 Breezewood Avenue
Fayetteville, NC 28303

RETURN TO: K DOUGLAS BARFIELD
STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

RESTRICTIVE COVENANTS
STEEPLE CHASE, SECTION ONE

THIS DECLARATION, made this the 29th day of June, 2005, by NPS Associates, a NC Partnership, with its principal place of business in Harnett County, North Carolina, hereinafter referred to as DEVELOPER;

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Hope Mills, Cumberland County, North Carolina, which is known as STEEPLE CHASE, SECTION ONE, a development as shown on the plat of same duly recorded in Book of Plats 114, Page 132 Cumberland County, North Carolina Registry.

NOW, THEREFORE, Developer here by declares that all of the 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 above described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

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 security for the performance of an obligation.

Section 2. Properties shall mean and refer to that certain real property hereinbefore described.

Section 3. Lot shall mean and refer to any plot of land shown upon any record subdivision map of the Properties.

ARTICLE TWO
USE RESTRICTIONS

Section 1. Land Use. All lots in the tract known and described as residential lots may be developed as traditional, single-family residences except that one residence or dwelling shall be permitted on any lot.

Section 2. Building Type. No structure shall be erected, altered, placed or permitted to remain on any single-family building lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars and other outbuilding incidental to residential use of the lot. Such outbuilding 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 to the rear of the dwelling structure.

No mobile homes, double-wide mobile homes, single-wide mobile homes or manufactured homes or homes of a similar like that are not built on site but are primarily built off-site shall be erected, altered, placed or permitted to remain on any single-family building lot.

Section 3. Set Back Requirements. The building line for any dwelling house or the buildings appurtenant thereto shall be not less than thirty (30) feet from the right-of-way line on which the dwelling fronts, not less than 10 feet for a one-story, and 12 feet for a two-story from either side line, and not less than 30 feet from the rear lot line. Lots abutting the subdivision boundary shall maintain the applicable setbacks as per R-10.

With respect to corner lots, the building line for any dwelling house or the buildings appurtenant thereto shall adhere to the Town of Hope Mills Ordinance for R-10 zoning with zero lot line dimensions.

For the purposes of this covenant, eaves, steps and overhangs shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of any improvement on a lot to encroach upon another lot.

Section 4. Minimum Size of Each Dwelling. No single story dwelling shall be constructed on a lot which shall have heated area living space constituting ground coverage on one or more levels of less than 1400 square feet.

No multi-story residence shall be constructed on the property which shall have a heated area of less than 1400 square feet, of which a minimum of 700 square feet shall be on the ground floor, or shall constitute ground coverage on one or more levels.

Heated area living space shall mean the ordinary living space in a house that 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, and porches shall not be counted.

Section 5. Driveways. All driveways shall be constructed of concrete.

Section 6. Landscaping. All lots will be properly graded and seeded in the front, rear and side yards up to the front line of the house and with shrubbery and bedding materials.

Section 7. Temporary Structures. No trailers, tent, shack, garage, barn, outbuilding or similar type temporary structure shall be placed, erected or allowed to remain on said property without the written consent of the Developer. Nor shall any structure of a temporary character be used as a residence temporarily, permanently, or otherwise.

Section 8. Restricted Activities. No commercial, noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 9. Animals. No animals or poultry of any kind, except common pets, shall be placed, bred or kept on any part of the premises. No dangerous dogs shall be permitted on the premises.

Any dog pens or any fenced area housing a dog must be located behind the main structure and must be located within thirty feet (30') of the main structure.

No barns, stables or other outbuildings for the purpose of maintaining horses, hogs, or other livestock or poultry shall be permitted on any lot.

Section 10. Motor Vehicles. 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, with the exception of not more than one full sized commercial pick-up 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 tractor-trailer trucks to be parked or to stay overnight on the street or in the yard except moving vans that are conducting business.

Section 11. Fences. In no case shall any fence be erected which shall extend closer to the street than the rear corner of the house. All fence materials shall consist of exterior grade lumber or vinyl not to exceed six (6') feet in height. All wood posts will be set in concrete. Chain link fences may not exceed forty-eight (48") inches in height. All fences shall be placed a minimum of six (6") inches inside the property line. Any deviations from these requirements will require Developer approval.

Section 12. Exterior Alterations. No exterior alterations, additions, or changes of any kind may be made to the structure or design of an existing residence and improvements on said property without the written consent of the Developer as long as Developer owns at least one lot in the subdivision.

Section 13. Mailboxes. A mailbox, style to be determined by the Developer or Developers representative, shall be required for each single-family dwelling and shall be placed in a uniform location meeting applicable regulations.

Section 14. Satellite Dishes and Radio Antennas or Towers. No radio tower or antenna of any nature shall be placed or allowed to remain on said property. No satellite dish antenna larger than eighteen (18") inches in diameter shall be placed or allowed to remain on said property. No permitted satellite dishes shall be installed in such a manner or location so as to be visible from the front of any lot.

Section 15. Clothes Lines. No outside clotheslines shall be permitted on the premises.

Section 16. Signs. No signs or billboards of any kind or nature whatsoever shall be placed on the property except as specifically Set forth in this section. The only permitted signs on the property shall be: (1) Developer's signs identifying and promoting the subdivision; and (2) one For Sale or For Rent sign of not larger that eight (8) square feet in area may be place on a lot.

Section 17. Right of Way. The right-of-way for streets as shown on the recorded plat shall not be used for any purpose other than ingress and egress and placement of one mailbox on a break away pole and sidewalks for each lot. Any shrubbery, edging, fencing, rocks, basketball goals or other objects placed in the right-of-way (the area between the front property corners and the actual pavement) may be removed by the Developer without notice. Any trucks or other commercial vehicles left in a right-of-way may be removed without notice and any towing charges shall be the responsibility of the owner or operator of such vehicle.

Section 18. Partition or Re-Subdivision. No lot in the subdivision shall be partitioned, divided, or re-subdivided, except for the purpose of adding all or a portion of said lot to an adjacent lot, in which instance that portion of a lot which is added to an adjacent lot shall be and become merged into and a part of a lot to which it is added, for all purposes set forth in this Declaration. Inc such instance, the outside boundaries of the combined property shall be deemed to constitute the front, side, and rear lines of a single lot for the purposes of these Restrictive Covenants. In no instance, however, shall any structure permitted by these Restrictive Covenants be placed upon property comprised on combined portions of one or more lots unless the outside dimensions thereof are at least equal to the smallest lot depicted and described upon the recorded plat of the Subdivision.

Section 19. No improvements, wall, walk, edgings or other construction of any sort using brick, block or similar material used separately or in combination, may be placed or allowed to remain on any lot unless laid with mortared points by a professional bricklayer engaged in the business of laying brick or doing masonry construction work except by prior written approval of the Developer. All outside foundations shall be of brick, with the exception of what may be underground. No residence or structure using exposed cinder block wall shall be placed upon said property.

Section 20. Each lot and structure thereon shall be kept in good order and repair and free of debris; lawns shall be seeded and mowed, shrubbery trimmed, and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management. Each lot owner shall keep his lot free of tall grass, undergrowth, dead tree, trash and rubbish.

Section 21. All garbage shall be stored in receptacles and placed out of sight of the subdivision and shall be screened.

ARTICLE THREE

UTILITIES AND UTILITY AND DRAINAGE EASEMENTS

Section 1. Utilities. The Developer reserves the right to subject the real property in this subdivision to a contract with Lumbee River EMC, Telephone, Cablevision, Public Works Commission (PWC) or any other utility company approved by the North Carolina Utilities Commission for the installation of underground electric cables and/or installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment to Lumbee River EMC or such other utility by the Owner of each lot. All Owners shall be responsible for the payment of all monthly fees and other associated costs, including maintenance, arising from said street lights to Lumbee River EMC or any other applicable utility company.

Section 2. Utility and Drainage Easements. Easements for installation and maintenance for 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 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. A five (5') foot drainage easement is reserved by Developer on all side and rear lot lines on all lots in the subdivision.

ARTICLE FOUR

GENERAL PROVISIONS

Section 1. Amendment. It is understood and agreed, and the present owners and all subsequent owners expressly agree by the acceptance of land within the above described subdivision that 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.

Notwithstanding anything contained herein, these Restrictive Covenants may be amended at any time by the Developer so long as the Developer owns any one lot contained in Brookridge Subdivision, Section One.

Section 2. Enforcement. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of these covenants herein it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants either to prevent him or them from so doing or to recover or other dues for such violation.

Section 3. Severability. Invalidation or any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE FIVE

CONFLICTING PROVISIONS

To the extent the provisions of this Declaration conflict with any applicable provisions of the Town of Hope Mills Ordinance or North Carolina General Statute, the conflicting provisions of the Town of Hope Mills Ordinance or North Carolina General Statute shall control.

To the true and faithful performance of these covenants and agreements, NPS Associates, a North Carolina Partnership, has caused this instrument to be signed in its name by it's partners this the 29th day of June, 2005.

NPS ASSOCIATES,
a NORTH CAROLINA GENERAL PARTNERSHIP

[Signature]

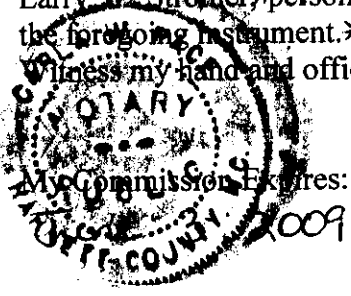
Larry W. Strother, Partner

[Signature]

Danny E. Norris, Partner

NORTH CAROLINA CUMBERLAND COUNTY HARNETT Co.

I, Carla W Pace, a Notary Public of the County and State aforesaid, certify that Larry W. Strother personally came before me this date and acknowledged the due execution of the foregoing instrument. * Partner of NPS Associates, A NC General Partnership
Witness my hand and official seal on this 29th day of June, 2005.



Carla W Pace
NOTARY PUBLIC

NORTH CAROLINA CUMBERLAND COUNTY HARNETT Co

I, Carla W Pace, a Notary Public of the County and State aforesaid, certify that Danny E. Norris personally came before me this date and acknowledged the due execution of the foregoing instrument. * Partner of NPS Associates, A NC General Partnership
Witness my hand and official seal on this 29th day of June, 2005.



Carla W Pace
NOTARY PUBLIC

The foregoing Certificate(s) of Carla W Pace

[Signature] 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.

J. LEE WARREN, JR. REGISTER OF DEEDS FOR CUMBERLAND COUNTY, NC.
By Gynthia D Sanders Deputy/Assistant Register of Deeds