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REGISTER OF DEEDS

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Prepared by and return to Joel S. Jenkins, Jr., Attorney, P.O. Drawer 53515, Fayetteville, North Carolina 28302

NORTH CAROLINA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKERS GROVE, SECTION FOUR, PART A

HOKE COUNTY

THIS DECLARATION, made the 29th day of December, 2006, by H & H INVESTMENTS, INC., a North Carolina corporation with principal offices located in Hoke County, North Carolina, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property near the Town of Raeford, McLaughlin Township, Hoke County, North Carolina, which is more particularly described as a PARKERS GROVE, SECTION FOUR, PART A, according to a plat of the same duly recorded in Plat Cabinet 3, Slide 3-53, Map 008, Hoke County, North Carolina, Registry.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Parkers Grove Homeowner's Association of Raeford, 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. In the event that additional property is annexed into the subdivision by the methods hereinafter described, such additional annexed property and the lots comprising same shall thereafter also be included within the definition of "Properties".

Section 4. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All That area shown as "Common Area" as shown on that certain map of PARKERS GROVE, SECTION FOUR, PART A, which is recorded in Plat Cabinet 3, Slide 3-53,

Map 008 in the Office of the Register of Deeds of Hoke County, North Carolina and which shall also include that area designated as "Common Area" on any other maps of annexed additions to PARKERS GROVE.

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. In the event that additional property is annexed into the subdivision by the methods hereinafter described, such additional annexed property and the lots comprising same shall thereafter also be included within the definition of "Lot".

Section 6. "Declarant" shall mean and refer to H & H Investments, Inc., a 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.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and shall be preserved to the perpetual benefit of the owners Association, subject to the following provisions:

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

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(c) the right of individual owners to the exclusive use of parking spaces as provided in this Article.

(d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Access Rights. Ownership of each Lot shall include easements over the common areas for access, ingress and egress from and to public streets and walkways and easements for enjoyment of the common areas.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes, with only one residence or dwelling being permitted on any Lot. 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 (3) cars and other outbuildings incidental to residential use of the lot. Such outbuildings erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal dwelling structure, and will be erected and placed according to the set back requirements as hereinafter stated. 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. Set Back Requirements. There shall be no structure on any of the designated single-family Lots within fifty (50) feet of the street on which the lot fronts, nor within fifteen (15) feet of the side lines of the Lot except on corner lots, there shall be no structure on any of the designated single-family Lots within ten (10) feet from the interior side lot line nor within thirty (30) feet from any side street on the side lot line. The rear set back line on all Lots shall be thirty (30) feet. 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 an improvement on a lot to encroach upon another Lot. Outbuildings, as permitted herein, shall be erected or placed no closer than five (5) feet to the rear lot line of Lot. When consistent with the Zoning Ordinance, the building line set-back as provided for in the Paragraph may be varied by as much as ten (10) per cent with the express consent of H & H Investments, Inc., which said consent document need not be of record in the office of the Register of Deeds of Hoke County, North Carolina.

Section 3. Minimum Square Footage. No dwelling shall be erected or allowed to remain on any of the said "Lots" which does not meet the following minimum size requirement: The ground floor of the main structure, exclusive of one-story porches and garages, shall not be less than one thousand six hundred (1,600) square feet for a one-story non-duplex dwelling, not less than seven hundred fifty (750) square feet for the first floor of a two-story dwelling, total to be no less than one thousand six hundred (1,600) square feet. Square footage is determined by the outside dimensions of the main structure, excluding any unheated space. Heated area living space shall mean the ordinary living space in a 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, unheated storage areas, garages, 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 and approved in writing by the Declarant and until a copy of all such plans and specifications, as finally approved by the Declarant, have been lodged permanently with 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.

Section 4. Driveways. All driveways shall be constructed of asphalt or concrete.

Section 5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be

placed, erected or allowed to remain on any Lot at any time without the prior written consent of H & H Investments, Inc., its successor or assigns, nor shall any structure of a temporary character be used as a residence either temporarily or permanently.

Section 6. Restricted Activities. No commercial, noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Animals. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. No breed of dogs that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, including, but not limited to, pit bulls, rottweilers, dobermans, chows, and German shepherds, nor any dog whose lineage includes in part any of said breeds, 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 unless such dog is at all times confined within fencing as follows: privacy fence (so that one cannot see through or beyond the fencing) not less than five feet (5') in height shall extend out to the side lot lines from the rear of the primary residential structure, or any distance less than the total distance to the side lot line, and parallel to the side lot line on each side of the residential structure for a distance of fifty feet (50') and parallel to the rear of the structure. A chain link fence not less than five feet (5') in height may be built around the remaining perimeter of the Lot. On corner lots, no such fencing may be placed any closer to the street than the back rear corner of the principal dwelling structure on improved lots or nearer to any street than the setback line on any vacant lot or nearer to any street than thirty feet (30').

Any dog house or dog containment structure or system must be located to the rear of the main residential structure and must be located within thirty feet (30') of the rear of the main residential structure. No such permitted dog house or dog containment structure or system shall be placed, erected or maintained nearer to any street than the setback line on any vacant lot or nearer to any street than thirty feet (30'). On corner lots, no dog house or dog containment structure or system shall be placed any closer to the street than the back rear corner of the principal residential dwelling structure on improved lots or near to any street than the setback line on any vacant lot or nearer to any street than thirty feet (30').

Section 8. Motor Vehicles. No automobile or motor vehicle may be dismantled or repaired on said premises. No mechanically defective automobile, motor vehicle, mechanical devise, machine, machinery, or junk car shall be placed or allowed to remain on said property at any time. No commercial trucks, including but not limited to eighteen wheelers, 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 automobile or motor vehicle shall be parked in the street or public right of way.

No camping trailer, motor home, or recreational vehicle (not including sports utility vehicles) shall be permitted on the premises except in accordance with restrictions contained herein. No camping trailer, motor home, or recreational vehicle may be parked closer to the front street than either the front corner of the house on the premises or the front corner of the adjacent house, whichever is further from the street, and must be parked on a permanent parking pad as large as the camping trailer, motor home, or recreational vehicle. The placement of the parking pad is subject to the control of the Aesthetic Committee. Any permitted camping trailer, motor home, or recreational vehicle must be kept in well maintained condition and appearance, which condition and appearance are subject to the approval and control of the Aesthetic Committee. On corner lots, no camping trailer, motor home, or recreational vehicle shall be permitted any closer to any street than the principal dwelling structure. In no event shall any permitted camping trailer, motor home, or recreational vehicle be used as a residence temporarily, permanently, or otherwise.

Section 9. Fences. No fence or wall higher than six feet (6') shall be erected or maintained nearer to any street on the front elevation of said residential dwelling except erected on the back corners of the principal dwelling structure. Any fence erected at the back corner of the principal residential dwelling of the property or from any point to the rear of said

dwelling corner, extending from the house out to the side property line, must be a privacy or ornamental fence. Fencing along the side property lines or on the rear property line may be privacy, ornamental, chain link, or other material, except in the instance of "dangerous dogs" has defined hereinabove. Any variation or deviation may be considered only with the written consent of H & H Investments, Inc., its successors or assigns.

Section 10. Exterior Alterations. No exterior alterations, additions, or changes of any kind may be made to the structure or design of the residence and improvements now on said property without the written consent of H & H Investments, Inc., its successors or assigns.

Section 11. Satellite Dishes and Radio Antennae or Towers. No satellite dish antennae, radio towers, or antennae of any nature shall be placed or allowed to remain on said property except for a satellite dish measuring no more than 24 inches in diameter, attached to the rear of the primary residential dwelling or the rear corner of such dwelling structure.

Section 12. Clotheslines. Outside clotheslines may only be located on the back one-half of any Lot.

Section 13. Signs. 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 feet (4') above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one (1) sign per Lot. The Declarant may enter upon any building lot and summarily remove and destroy any signs which do not meet the provisions of this paragraph.

Section 14. Outdoor Furniture. No upholstered furniture, of any nature, shall be placed or allowed to remain outside as lawn furniture.

Section 15. Basketball Goals. No basketball goals of any nature, whether stationary or portable, of regulation size or otherwise, shall be allowed in the street or public right of way. Basketball goals shall be allowed in owners' yards or driveways provided they are of a portable nature and are laid down or stored away when not in active use.

Section 16. Yard Maintenance. Each owner shall landscape and maintain his yard in a well manicured style, so as to enhance his own as well as his neighbors' homes and lots. Grass should be kept at a reasonably short length, and trees, shrubs, and bushes shall be properly pruned and all yards shall be kept free of weeds and bare spots.

Section 17. Trash and Yard Debris. No trash of any kind, whether household or yard debris, shall be placed or allowed to remain on said property, except in proper containers provided by the trash removal service, placed where trash is normally picked up, and may only be placed there on the evening before the day trash is normally picked up. Each owner shall promptly remove the trash container from the point of pickup, in no case later than the evening of the day the trash was removed.

Section 18. Mailboxes. No mailbox of any type or nature shall be permitted on the premises other than the green mailbox with white post approved by Declarant and such as those initially provided by the Builders. In the event the mailbox is destroyed, damaged, or falls into disrepair, the owner shall replace the mailbox with one of identical make, type, and color as approved from time to time by Declarant.

Section 19. Above Ground and In-Ground Pools. Above ground swimming pools must be surrounded with a five foot (5') privacy fence. Privacy fence in this Section 19 shall refer to a fence erected with solid materials so that the pool area cannot be viewed through the fence. In-ground pools must be surrounded by a four foot (4') privacy, ornamental, or chain link fence.

ARTICLE IV

UTILITIES AND UTILITY AND DRAINAGE EASEMENTS

Section 1. Utilities. The Declarant reserves the right to subject the real property in this subdivision to a contract with Lumbee River EMC 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 a continuing monthly payment to Lumbee River EMC by the Owner of each Lot.

This property is subject to an ongoing monthly continuous fee for the installation and/or maintenance of underground utilities and street lighting by Lumbee River EMC.

Section 2. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and in addition thereto, an additional ten (10) foot easement for all such purposes is reserved along all interior lot lines, such ten (10) foot easement being five (5) feet on each side of each interior lot line of each of the aforesaid Lots, and in addition thereto, an additional five (5) foot easement for all such purposes is reserved along the rear property line on all lots along the perimeter of the subdivision. 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. A five (5) foot easement is reserved along the rear property line on all Lots along the perimeter of the subdivision in which the Declarant or the Association may erect and maintain a perimeter fence. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever except side yard easements which are for the use and benefit of those persons and lots as described herein.

Section 3. Landscape Easement. Landscape easements are reserved as shown on the recorded plat.

ARTICLE V

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 (2) classes of voting membership:

Class A. Class A members shall be all owners of detached units 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. 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 a Class A membership respectively upon the happening of either of the following events, whichever occurs earlier:

(a) When the total aggregate votes outstanding of Class A equals the total votes outstanding in the Class B Membership; or

(b) On January 1, 2010.

ARTICLE VI

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 Common Area, including, but not limited to maintenance of the entrance way, security gate, fences, including perimeter fences, private streets, street lighting, individual landscape maintenance and exterior painting and roofing where required under Article VII.

Section 3. Maximum Annual Assessment. The annual homeowners association dues shall be \$55.00 per year, due and payable as of January 1 of the year following conveyance from the builder to the Owner. A start-up fee of \$50.00 shall be due and payable at the time of conveyance from the builder to the Owner and shall be paid to the Parkers Grove Homeowners Association, P.O. Box 1882, Raeford, NC 28376.

(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 five (5%) percent above the assessments of 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 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 of Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of public and private capital improvement upon the Common Area or as required in accordance with the purpose of the assessments as set forth in Section 2 above, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

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 Owners Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the common areas or assessments for public improvements to the common areas, which default shall continue for a period of six (6) months, each owner of a building 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 building 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 building site of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law against the owner personally obligated to pay the same or may elect to foreclose the lien against the property of the owner.

Section 6. Notice and quorum for any Action 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the cumulative votes of Class A and Class B 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 sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and collected on an annual or monthly basis.

Section 8. 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. At the time prescribed for payment of annual dues, members shall be required to submit proof of insurance coverage in amount and form acceptable to the Board of Directors.

Section 9. 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 six (6%) 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 10. 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 VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, replaced or maintained upon the Properties, nor shall any exterior color, exterior addition to or change or alteration therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the 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 VIII

MAINTENANCE OF COMMON STREET AND STORM DRAINAGE

Section 1. Sharing of Repair and Maintenance. The Declarant reserves for

the use and benefit of the Declarant and the Association right of access to said storm drainage system for purpose of repair and maintenance if required.

Section 2. 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 3. Removal of Vehicles. Any owner completely blocked from access or egress to or from his unit from either direction may have any vehicle or vehicles removed from the common drive as required to gain such access or egress and the owner or owners of such vehicle or vehicles will be liable for any towing and/or storage charges resulting from such removal; and any owner may cause to have removed from the common drive any vehicle which is parked within the continues of the common drive for a period of more than 14 continuous hours or a total of 24 hours in a 72 hour period and the owner of such vehicle will be liable for any towing and/or storage charge resulting from such removal.

Section 4. Maintenance of Easement and Right-of-Way Areas. Each property Owner shall be responsible for the maintenance of the area lying between the pavement of the common drive and the back property line of the Owner's Lot and any planting, fencing, or other treatment of this area provided by the developer or agreed upon jointly by all the Owner's shall be installed, maintained, and if replaced, in a uniform manner unless such maintenance is taken over by a homeowner's association.

Section 5. Arbitration. In the event of any dispute arising concerning the common drive, 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 IX

EXTERIOR MAINTENANCE

The Association shall provide maintenance for the landscape easements, the entrance walls and structures, entrance sign and subdivision signage, street signs, stop lights, street lighting, including underground low voltage lighting and high voltage spot lights, sprinkler systems, landscaping, landscape lighting, the flora and fauna in the median strip at the entrance including any sprinkler systems, perimeter wall and perimeter fencing located in PARKERS GROVE, SECTION FOUR, PART A, and denoted as "Landscape Easement" on said plats or associated with the entrance to the subdivision, or otherwise associated with the subdivision and for such other purposes as may be consistent with maintenance of the high character of the development for the benefit of all the owners and protecting the value and desirability of the real property and enhancement of homes and lots. Additionally, the Association shall provide maintenance for any walking trails, recreation lands, parks, landscape easements, entrance signs, sidewalks, street signs, stop signs, lighting, sprinkler systems, landscaping, landscape lighting, and common areas added to the subdivision in the future. The cost of such maintenance, repairs, and replacements shall be paid for out of the assessments provided in these restrictions. In the event an Owner neglects or otherwise refuses to maintain his or her house and other accoutrements in a state of repair consistent with the beauty and welfare of the remaining area, including but not limited to painting of the exterior, then and in that event, the Architectural Control Board may effect such maintenance, repairs, or replacement, and the cost of such maintenance, repairs, or replacement shall be added to and become a part of the assessment to which such lot is subject pursuant to these restrictions.

ARTICLE X

EASEMENTS

Section 1. Reservation of Utility and Drainage Easements. 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 or flow of drainage, or which may obstruct or retard the flow of water.

Section 2. Association Maintenance Easement. 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. Overhanging Eaves. 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.

Section 2. Conflicting Provisions. To the extent the provisions of this Declaration conflict with any applicable provisions of the Hoke County Ordinance or North Carolina General Statutes, the conflicting provisions of the County Ordinance and/or North Carolina General Statute shall control.

ARTICLE XI

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation Vote. 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members or of proxies entitled to cast sixty (60%) percent 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 sixty (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. Additional Development by Declarant. If at any time before January 1, 2010, the Declarant 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; provided, however, the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and/or the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and/or the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of Members or of proxies entitled to cast sixty (60%) percent of all of the votes of the Class A 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 any such 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.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Aesthetic Committee, or any Owner, shall have the right to enforce, by an 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 way affect any other provisions which shall remain in full force and effect.

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 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. Notwithstanding anything contained herein, these restrictive covenants may be amended at any time by H & H Investments, Inc., its successors and/or assigns, so long as H & H Investments, Inc., its successors and/or assigns, owns any one Lot in PARKERS GROVE, SECTION FOUR, PART A, as recorded in Plat Cabinet 3, Slide 3-53, Map 008, Hoke County, North Carolina, Registry, or subsequent sections of Parkers Grove.

Section 4. 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 and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE XIII

CONFLICTING PROVISIONS

To the extent the provisions of this Declaration conflict with any applicable provisions of the Hoke County Code or North Carolina General Statutes, the conflicting provisions of the North Carolina General Statutes or the Hoke County Code shall control in that order.

ARTICLE XIV

AESTHETIC CONTROL

There is herein created an Aesthetic Committee, composed of the Declarant, prior to the conveyance of all lots in the subdivision (including annexed properties), composed of three (3) or more representatives appointed by the Board of Directors. The Aesthetic Committee shall be empowered to oversee all matters of aesthetics in the subdivision, including, but not limited to, yard landscaping and maintenance, yard or house decoration, structures and any item placed within a yard or driveway, or upon a house, as well as to oversee violations of these covenants, restrictions, and conditions. The Aesthetic Committee may from time to time promulgate Aesthetic Rules and Regulations or may find that an owner has violated the Aesthetic Rules and Regulations, or has violated the spirit of the Rules and Regulations, or the Aesthetic goals and objectives of the subdivision. In such case, the Aesthetic Committee shall have the remedies and follow the procedures set out in these restrictions.

ARTICLE XV

COMPLIANCE WITH WETLANDS REGULATIONS

Section 1. A portion of this subdivision has been determined to meet the

requirements for designation as a regulatory wetland. A 401 Water Quality Certification was issued for this subdivision with the condition that the regulatory wetland not be filled. No subdivision filling or alteration of the wetland portion of this subdivision shall be accomplished unless said filling or alteration conforms to the requirements of state wetlands rules adopted by the State of North Carolina in force at the time of the proposed filling or alteration. All lots abutting or included within its lot dimensions a portion of any now existing ditch or any ditch as relocated shall be responsible for the maintenance of such open ditch and charged with the obligation to retain and protect the free-flowing character of the water contained therein subject to the provisions of Article IV, Sect. 2, et seq.

Section 2. The areas shown on the recorded plat as wetland areas shall be maintained in perpetuity in their natural condition. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities, nor cut, remove, or harm any vegetation, nor construct any structures on such wetland areas.

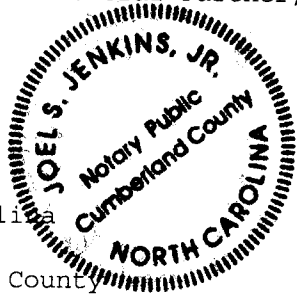
Section 3. The property owner shall report the name of the subdivision, PARKERS GROVE, SECTION 4, /in any application pertaining to said wetland rules.
PART A

Section 4. This covenant is intended to ensure continued compliance with the mitigation condition of authorizations issued by the State of North Carolina, Division of Water Quality, and the United States of America, U. S. Army Corps of Engineers, Wilmington District, and therefore may be enforced by the State of North Carolina and by the United States of America.

Section 5. This covenant is to run with the land and shall be binding on the Owner and all parties claiming under him or it.

Section 6. This Article XV, Compliance with Wetlands Regulations, cannot be amended without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

IN WITNESS WHEREOF, H & H Investments, Inc., a North Carolina corporation, the Declarant herein, has caused this Declaration to be signed and sealed by its General Partner, all on the day and year first above written.



H & H INVESTMENTS, INC., DECLARANT
By: [Signature]
D. Ralph Huff III, President

North Carolina
Cumberland County

I, the undersigned notary public for the above stated county and state, hereby certify that D. Ralph Huff III personally appeared before me this date and, being first duly sworn, acknowledged that he is President of H & H Investments, Inc., a North Carolina corporation, and that by authority duly given, and as the act of the corporation, he executed the foregoing instrument for the purposes therein stated as the act and deed of the said corporation.

Witness my hand and notarial stamp or seal this 29th day of December, ~~September~~, 2006.

[Signature]
Notary Public
Printed Name: Joel S. Jenkins, Jr.

My Commission Expires:

3-5-2011