BK09949 PG0031

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS

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| FILED | Sep 21, 2016 |
| AT | 10:25:49 am |
| BOOK | 09949 |
| START PAGE | 0031 |
| END PAGE | 0038 |
| INSTRUMENT # | 29433 |
| RECORDING | $26.00 |
| EXCISE TAX | (None) |

JS

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Return to: ~~Grantor~~ James Blose

NORTH CAROLINA

CUMBERLAND COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLAKEFIELD, PHASE 4

THIS DECLARATION, made the 19th day of September, 2016, by BROADWELL LAND COMPANY, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

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

> Lots 83 through 88, inclusive, Lots 90 through 104, inclusive, Lots 109 through 119, inclusive, Lot 136 and Lot 137 of the BLAKEFIELD, Phase 4, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 138, Page 76, Cumberland County, North Carolina, Registry.

BEING a portion of the land conveyed to Broadwell Land Company by Blake Farms, Inc. by a deed dated 09/28/05 recorded 09/29/05 in Book 7023, pages 242-244, Cumberland County, North Carolina, Registry, and being a portion of Cumberland County year 2016 PIN 0476-15-0691.

And, WHEREAS, Declarant previously filed for record a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of the BLAKEFIELD, Phase 1, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 129, Page 126, Cumberland County, North Carolina, Registry, recorded in Deed Book 8759, pages 475-487, Cumberland County Registry, which instrument provided by ARTICLE II, PROPERTIES SUBJECT TO THIS DECLARATION – "Section 2. Other Additions. The Declarant may also include future sections of Blakefield Subdivision as the same may be developed from time to time except that such future sections of Blakefield Subdivision shall become subject to these covenants only from and after the recording of the plat or plats for said future sections(s) and the recording of a Supplemental Declaration which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants."; and

WHEREAS, Declarant desires to include the aforesaid lots of the aforesaid BLAKEFIELD, Phase 4, Subdivision, and Declarant intends that this instrument shall be a Supplemental Declaration to

the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of the BLAKEFIELD, Phase 1, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 129, Page 126, Cumberland County, North Carolina, Registry, recorded in Deed Book 8759, pages 475-487, Cumberland County Registry, to bring the aforesaid building lots of the BLAKEFIELD, Phase 4, Subdivision, under the jurisdiction of the Blakefield Property Owners' Association, Inc., a North Carolina non-profit corporation, its successors and assigns, the Articles of Incorporation of which are recorded in Deed Book 8743, pages 437-440, and the Bylaws of which are recorded in Deed Book 8743, pages 441-447, Cumberland County Registry;

NOW, THEREFORE, Declarant hereby declares that all of the above numbered lots of the BLAKEFIELD, Phase 4, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 138, Page 76, Cumberland County, North Carolina, Registry, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall 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.

## LOTS OF BLAKEFIELD, PHASE 4, SUBDIVISION SUBJECT TO PRIOR DECLARATION

Section 1. Lots 83 through 88, inclusive, Lots 90 through 104, inclusive, Lots 109 through 119, inclusive, Lot 136 and Lot 137 of the BLAKEFIELD, Phase 4, Subdivision, a "ZERO LOT LINE" Development, Property of Broadwell Land Company, Book of Plats 138, Page 76, Cumberland County, North Carolina, Registry, are hereby subjected to the jurisdiction of the Blakefield Property Owners' Association, Inc., whereby the Owner of each lot shall be a member of the Blakefield Property Owners' Association, Inc. and as a member of said association:

a) Shall be entitled to all of the Property Rights and Membership Rights as set forth in said instrument dated November 8, 2011, recorded in Book 8759, pages 475-487, Cumberland County Registry; and

b) Shall be subject to assessment of annual dues and special assessments, including personal liability of the lot owners and liens against the Lots against which the annual dues and special assessments are assessed, as provided for in the instrument recorded in Book 8759, pages 475-487, Cumberland County Registry.

## ARTICLE II.
## SPECIAL DECLARANT RIGHTS

Section 1. Special Declarant Rights. Declarant reserves the following special Declarant rights for the entire Property, including any future sections of Blakefield Subdivision during the period of Declarant control:

(a) To complete any and all improvements indicated on the plats and plans;

(b) To exercise any development right reserved in this Declaration;

(c) To construct and maintain any sales office, signs advertising the Property or any property which may be added thereto;

(d) To use easements through the Common Area for the purpose of making improvements within the Property or any property added thereto;

(e) To alter any drainage swales within drainage easement areas so as in the opinion of the Declarant to make the drainage swales more useful or effective;
(e) To alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots; or
(f) To appoint and remove any officer or member of the Association Board during the period of Declarant control.

ARTICLE III.

USE RESTRICTIONS

Section 1. All Lots of the BLAKEFIELD, Phase 4, Subdivision, shall be used for residential purposes only and shall not be used for any business or commercial purposes, provided, however, that Declarant reserves the right to use any Lot and any improvement thereon owned by Declarant as a model home with sales office. Group family homes are prohibited.

Section 2. All Lots of the BLAKEFIELD, Phase 4, Subdivision, shall be residential lots, and no structure shall be erected, altered, placed or permitted to remain on any of said lots except one detached single family dwelling of not more than two and one-half stories in height, a private garage for not more than three cars and other outbuildings in the rear of the dwelling house which may be incidental to normal residential use in subdivisions of similar category. Manufactured metal buildings may also be placed on the lot for storage. No mobile home (Class A or B) or modular home will be allowed on any Lot to which these covenants apply.

Section 3. (a) No dwelling shall be erected or allowed to remain on any of the said lots which shall contain a heated-area living space of less than one thousand four hundred (1,400) square feet. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted.

(b) No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purposes, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Declarant shall require, including, if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by 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 construction and of the materials of which the same are proposed to be built to the building lot 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 construction as viewed from neighboring properties. Dwellings may be constructed with crawl-space foundations or with slab-on-grade foundations as approved by Declarant.

Declarant in approving plans and in its discretion may require that foundation walls must be a minimum of sixteen inches high as measured from the top of the foundation footings. Exterior foundation walls must be clad in brick or stone veneer. Stucco or imprinted concrete finishes are not allowed on the exterior of the foundation walls.

(b) 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 improvements which violates any of the covenants and restrictions herein contained shall be erected or allowed to remain on any part of a lot.

(c) All driveways shall be constructed of concrete.

Section 4. (a) All structures on any of said Lots (other than external peripheral lots) shall comply with (i) a front setback of thirty (30) feet, a side yard setback of five (5) feet, and a rear yard setback of twenty (20) feet; and all structures on any external peripheral lot shall comply with (i) a front setback of thirty (30) feet, a side yard setback of ten (10) feet, and a rear yard setback of thirty-five (35) feet, unless the lot borders another zero lot line development, and the rear yard setback and side street setback of exterior peripheral lots shall comply with the Cumberland County ordinances.

(b) All corner lots shall observe front yard setbacks along each of the intersecting streets along the lot.

(c) A five foot maintenance easement is established along each side of all internal lot lines.

Section 5. No solid panel fences may be erected closer to any street line than the corner of the house closest to the street line. No wire fences of any description shall be permitted closer to any street line than the corner of the house closest to the street line. No fences made of concrete block or what is commonly known as "chicken wire" shall be permitted anywhere on the lot. No fence shall exceed six [6'] feet in height. Only ornamental fences (e.g.: split rail fences, or fences through which there is at least 75% visibility) not to exceed three (3') feet in height may be erected between the house and the street lines.

Section 6. Television satellite or dish antennas having a diameter in excess of twenty-two inches (22") are prohibited. In no case shall antennas be placed in front yards.

Section 7. No signs of any kind or nature whatsoever shall be placed on any Lot, except as specifically permitted by this section. The only permitted signs on the property shall be: (1) Declarant's signs identifying and promoting or identifying the subdivision; and (2) a "For Sale" or "For Rent" sign not larger than four (4) square feet in area placed on a Lot as applying to that Lot.

Section 8. Utilities. (a) Declarant reserves the right to subject the Property in this subdivision to a contract with DUKE ENERGY PROGRESS, INC. (DEP) (or its successor) for the installation of street lighting which requires a continuing monthly payment to DUKE ENERGY PROGRESS, INC. (DEP) by each residential customer. Upon annexation, the monthly payment shall continue to be paid by SLR (Residential Subdivision Lighting) customers to DUKE ENERGY PROGRESS, INC. (DEP) until such time as the governmental authority either accepts the existing street lighting system with DUKE ENERGY PROGRESS, INC. (DEP) being compensated for any required changes.

(b) Declarant may devote any lot or portion thereof, not already sold, for any construction and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities.

Section 9. Sight and Drainage Easements. Easements for sight 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 change the direction or flow of drainage or drainage swales as initially installed or later modified by Declarant, or which may obstruct or retard the flow of water as initially designed and installed or later modified by Declarant. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever.

Section 10. No Fences to be Located Within Certain Drainage Easements Areas. No fences may be constructed within the ten foot drainage easement areas as shown on the recorded plat located on the rear ten feet of Lots 83 to 88, inclusive, Lots 109 to 119, inclusive, and Lot 136, or within the portion of the "30' DRAINAGE AND FENCE EASEMENT" areas as shown on the recorded plat on the northern portion of Lots 83 and 137, by an owner of these lots, or by others.

Section 11. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property for over thirty-five (35) days. Notwithstanding the above, these restrictions shall not apply if such vehicle is kept in an enclosed garage. Commercial vehicles, camper trailers, trailers, and/or boats shall be stored at the rear of the residence and shall be within the yard set-backs. If more than two of the above non-private vehicles, trailers or boats are stored on any lot, they shall be screened from view of other lots.

Section 12. (a) No trailer, tent, shack, garage, barn or similar type outbuilding shall be placed, erected or allowed to remain on said property without the written consent of Declarant, its successors or assigns.

(b) No structure of a temporary character may be used as a residence temporarily, permanently or otherwise.

(c) No "Offensive or Noxious" activity or use shall be made of any premises that would be noxious or offensive to the neighboring inhabitants.

Section 13. (a) Only break-away mailboxes may be constructed in the subdivision; it being the intention of the Declarant to preclude the erection of permanently constructed mailboxes in the North Carolina State Right-of-Way areas. The rights-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-a-way pole for each lot as shown on the plat.

(b) Any shrubbery, edging, fencing, rocks, basketball goals or other objects in the right-of-way (including the pavement area and the area between the front property corners and the actual pavement) may be removed by Declarant or its authorized agent without notice. Any trucks or other commercial vehicles, boats, trailers, cars, or any other real or personal property left in a right-of-way overnight may be removed without notice by Declarant or its authorized agent and any towing charges shall be the responsibility of the owner or operator of such vehicle or other property. The provisions of this sub-paragraph b. shall cease upon the acceptance of the streets by a public entity for public maintenance by that entity.

Section 14. 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, pitbulls, Rottweilers, Dobermans, chows and German shepherds, nor any dog whose lineage includes any part of 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: on all sides of the confinement area by a privacy fence (i.e., a fence of solid type construction through which a person cannot see) not less than five feet (5') in height. The fence shall extend from the rear comers of the principal dwelling structure out to the side lot lines, thence back for a distance of not less than fifty feet from the principal dwelling structure, and closed with a fence parallel to the rear of said structure. Or, the fence may extend for a distance less than the total distance from said structure to the side lot line in which event it shall extend for a distance outwardly from the rear comers of the principal dwelling structure parallel to the front property line and thence back and parallel to the side lot lines for a distance of not less than fifty feet (50') and closed with a fence parallel to the rear of said structure. A chain link fence not less than five feet (5') in height may be built around the remaining perimeter of the Lot. On improved comer lots, no such fencing may be placed any closer to the street than the back, rear corner of the principal dwelling structure closest to the street, or, on vacant lots, closer to any street than the setback line, and in no event closer than thirty feet (30') to any street. Any dog house or dog containment structure or system must be located to the rear of the principal dwelling structure and must be located within thirty feet (30') of the rear of the main structure. No such permitted dog house or dog containment structure or system shall be placed, erected or maintained closer to any street that the rear comer or side of the principal dwelling structure on improved lots or closer to any street than the setback line on any vacant lot, and in no event closer to any street than thirty feet (30'). On improved comer lots, no dog house or dog containment structure or system shall be placed any closer to the street than the rear comer of the principal dwelling structure closest to the street, or, on vacant lots, closer to any street than the setback line, and in no event closer to any street than thirty feet (30').

Section 15. All Lots as shown on the aforesaid recorded plat are approved as to size and shape. No lot shall be re-subdivided in any manner so as to create any new or revised lot having a width of less than 60 feet at the minimum setback line or having an area of less than 10,000 square feet.

Section 16. Declarant, and its successors in title, may devote any Lot or portion thereof, not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining properties now owned, or hereafter acquired, by Declarant.

## ARTICLE IV.
## 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 any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which other provisions 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 of the Declaration shall inure to the benefit of and be enforceable by 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. (a) Amendment by Lot Owners. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a written instrument to such effect signed by not less than fifty (50%) percent of the Lot Owners and recorded; and such termination shall become effective at the end of the initial twenty (20) year period, or the subsequent ten (10) years term during which the termination instrument is recorded. Any such termination instrument must be recorded.

(b) Amendment by Declarant. While Declarant remains as the owner of (or holds a purchase money deed of trust on) one or more Lots of this subdivision, or of any Assessable Lot that has been brought within the jurisdiction of the Association, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all Lots, or with respect to one or more specific Lots, by an instrument executed by Declarant and recorded. After Declarant is no longer the owner of (nor holds a purchase money deed of trust on) any Lot or Lots within said subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all Lots, or with respect to one or more specific Lots, by an instrument to such effect signed by the Owners of not less than fifty (50%) percent of the Lots and recorded.

(c) The restrictive covenants set forth as ARTICLE VII, Section 4. may be released, changed, modified, or amended only with the consent of the Cumberland County Joint Planning Board and also with the action or Broadwell Land Company or the Lot Owners as set forth immediately above.

Section 5. LAW CONTROLLING. This development is being undertaken pursuant to the provisions of Chapter 47A of the North Carolina General Statutes and all applicable sections of the Cumberland County Zoning Ordinances, all of which are incorporated by reference. In the event of any conflict between the Statute and Ordinances cited, then the Statute shall control. In the event of any conflict between the Statute and Ordinances cited, then the Statute shall control. In the event of any conflict between this Declaration and the Cumberland County Zoning Ordinances, the more restrictive standard shall control.

IN WITNESS WHEREOF, BROADWELL LAND COMPANY, the Declarant herein, has caused this Declaration to be signed in its name the day and year first above written.

(CORPORATE SEAL)

BROADWELL LAND COMPANY

By: _____

Dohn B. Broadwell, Jr., President

NORTH CAROLINA
CUMBERLAND COUNTY

I, a Notary public of North Carolina, certify that Dohn B. Broadwell, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is President of Broadwell Land Company, a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this 19th day of September, 2016.

(Seal or stamp)

My Commission Expires: 05/16/2021

Ellen P. Newton
(Signature of Notary Public)
Ellen P. Newton
Notary Public

(N.P. SEAL)