

DRAWN BY MAIL TO:
POPE, MCMILLAN, KUTTEH & SIMON, P.A.
P.O. Drawer 1776
Statesville, NC 28687

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001072

NORTH CAROLINA)
IREDELL COUNTY)

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
made and entered into this 17 day of April, 1997, by A.G. CAMPBELL and wife, MARGIE
C. CAMPBELL, of Iredell County, North Carolina, hereinafter referred to as "DECLARANTS"
and/or "GRANTORS";

WITNESSETH:

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IREDELL COUNTY NC
05/26/98 3:11 PM
BRENDA D. BELL
Register Of Deeds

THAT WHEREAS, Declarants are the owners of certain property in Chambersburg
Township, Iredell County, North Carolina, known as "CAMPBELL GLEN" and more
particularly described as set forth on attached "EXHIBIT A," a portion of which has been
subdivided and plat recorded in Plat Book 28, at Page 104, Iredell County Registry;

NOW, THEREFORE, for and in consideration of the premises, the said Declarants
hereby, for themselves, their successors, assigns and future grantees, do hereby impose upon
all of the property described herein, the same also being shown on a recorded map of the
said "CAMPBELL GLEN," the following easements, restrictions, covenants, and conditions;
that same are imposed upon the property for the purpose of protecting the value and
desirability of said property and shall run with the property and be binding upon all parties
having any right, title or interest in and to the property, or any part thereof, their heirs,
successors, and assigns, and shall inure to the benefit of each owner thereof.

The said covenants, conditions, restrictions and easements are as follows:

DEFINITIONS:

1. "Association" shall mean and refer to the "CAMPBELL GLEN MAINTENANCE
ASSOCIATION" (CGMA), its successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether one or more
persons or entities holding a fee simple title to any lot which is a part of the property herein,
including contract sellers, but excluding those having such interest merely as security for the
performance of an obligation.

3. "Property" or "Properties" shall mean and refer to that certain real property
known as "CAMPBELL GLEN."

* This document is being re-recorded to correct
a clerical error. Article VIII, Section 1, last line
on page 6 should have read the "front" set-back line.

William H. McMillan
William H. McMillan

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4. "Lot" shall mean and refer to any plot of land shown upon any subdivision map (recorded or unrecorded) of the property and designed by lot number.

5. "Declarant" shall mean and refer to grantors herein.

6. "First Mortgage" shall mean and refer to the holder of any mortgage or deed of trust under which the interest of any owner is encumbered and which mortgage or deed of trust has first priority, subject only to the lien of general and ad valorem taxes and assessments.

ARTICLE II

PROPERTY RIGHTS:

Every owner shall have a right to the equal enjoyment of common areas set aside by Declarants, if any, as shown on a plat prepared by Gerald Grant, Registered Surveyor. Ownership of each lot shall entitle owner to one (1) vote in the Association for each lot owned.

ARTICLE III

MAINTENANCE ASSESSMENTS:

1. Creation of the Lien and Personal Obligation of Assessments.

(a) The Declarants, for each lot owned within the properties, hereby covenant, 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 annual assessments or charges, such assessments to be established and collected as herein provided.

(b) The annual assessments, together with interest, costs, and reasonable attorneys' fees, shall be charged on the land and shall be a continuing lien upon the property against which each easement is made. Each such assessment, together with interest, costs and reasonable attorneys' 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.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, security, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of

properties, services and facilities devoted to this purpose and related to the exterior maintenance of the properties, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the properties, the procurement and maintenance of its facilities and use in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

3. **Uniform Rate of Assessment.** Annual assessments must be fixed at a uniform rate for all lots subject to assessment and may be collected on a monthly basis.

4. **Commencement of Annual Assessments.** The amount of the assessment shall be determined annually by a majority of the owners and shall be due thirty (30) days after the annual meeting of the Association.

5. **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 twelve percent (12%) 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, and interest, costs, and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for any of the assessments provided for by non-use or abandonment of his lot.

6. **Subordination of the Lien to Mortgages.** The liens provided for herein shall by subordinate to the lien of any mortgage, mortgages, deeds of trust. Sale or transfer of any lot shall not affect the assessment lien or lien provided for in the preceding section; however, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof, shall not extinguish the lien of such assessment as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust.

7. **Exempt Property.** All property dedicated to, and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempted from said assessments.

ARTICLE IV

Architectural Control:

1. **Submission of Plans and Specifications.** No building, awning, 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, color, 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 Architectural Committee. The Committee shall have absolute and exclusive right to refuse to approve the proposed construction and may base its decision on any grounds, including purely aesthetic considerations.

2. **Committee Approval.** In the event said 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. Provided, nothing herein contained shall be construed to permit interference with the development of the properties by the Declarants or maintenance of public utilities.

3. **Committee Inspection.** Upon completion of approved construction, the Committee shall inspect the construction to ensure that the approved plans and specifications were complied with by the owner. No structure may be occupied or used until the issuance by the Committee of a letter of compliance. The letter of compliance shall be issued by the Committee without a fee; provided, however, that in the event the Committee's first inspection of the construction reveals deviations or deficiencies from the approved plans, the Committee may charge a fee of \$100 for each subsequent inspection which is necessary to ensure compliance with the approved plans and specifications, and any such fee must be paid before the issuance of the compliance letter.

4. **Landscaping.** Each landowner must plan and maintain (replacing as necessary) at least four trees of a minimum height of seven (7) feet, and at least 10 shrubs. Each landowner must install and maintain a lawn.

5. **Minimum Size.** All homes must be parallel to and facing the street on which the lot fronts. All homes shall have at least 1800 square feet of heated area, at least 1200 square feet of which must be the ground floor, exclusive of porches and garages.

5. **Mobile Homes Prohibited.** All homes must be constructed on-site and no mobile homes, double wides, log homes, or manufactured homes will be permitted on said property under any conditions.

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6. **No Concrete Block Exposed.** No concrete blocks shall be used in construction of outside walls or outside underpinning of any residence erected or placed upon said property.

ARTICLE V

Architectural Control Committee:

1. **Composition of the Committee.** The Architectural Control Committee shall be composed of the following: A.G. Campbell, William H. McMillan, Gerald Grant, and two (2) homeowners elected by a majority of the homeowners in Campbell Glen. When twenty-four (24) lots in Campbell Glen have been sold, the Architectural Control Committee shall become the Campbell Glen Homeowners Association.

2. **Succession.** A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE VI

Covenants of Owner to Keep Units Insured Against Loss, to Rebuild and to Keep in Good Repair:

1. **Insurance; Repair.** The Declarants covenant with the Association, on behalf of themselves and each subsequent owner of a lot within the properties, and each owner of any lot within the properties by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant:

(a) To keep such dwelling unit upon a lot subject to assessment insured against loss by fire with what is commonly called extended coverage in an amount equal to at least 90% of the replacement value of such dwelling unit;

(b) To apply the full amount of any insurance proceeds to the rebuilding or repair of any dwelling unit (subject to the provisions and covenants contained in any mortgage or mortgages, deed of trust or deeds of trust creating a lien against any lot);

(c) To rebuild or restore the dwelling unit in the event of damage thereto in conformity with the original structure, color, and decor no less than within sixty (60) days. An extension may be granted, in the sole discretion of the Association, upon showing of undue hardship.

(d) To keep the dwelling unit in good repair.

(e) In the event of non-payment of any premium of insurance required under this Article, the Association is authorized to pay such premium and sums so paid shall become a lien upon the insured lot which shall be enforceable in the same manner and to the same extent as provided for enforcement of liens for assessments hereunder.

2. **Street Maintenance.** The streets and cul-de-sacs have been graded and paved and shoulders sown with grass, and it shall be the responsibility of all property owners adjoining said streets to maintain and keep said streets in a good state of repair and all-weather condition at all times and to comply with any local or State regulations pertaining to the upkeep and repair thereof. Each property owner owning property adjoining said streets shall participate in the cost and expense thereof based on the number of lots owned and the cost prorated. The Declarant shall apply to have the streets accepted for maintenance by the North Carolina Department of Transportation.

ARTICLE VII

Exterior Maintenance:

1. **Association Responsibility.** In addition to maintenance upon the Declarants' area, the Association shall provide exterior maintenance to roads and common areas not under the jurisdiction of an individual lot owner or maintained by state or local government.

2. **Damage by Owner or Guest.** In the event the need for maintenance, repair, or replacement is caused through willful or negligent act of the owner, his family, guests, or invitees, or if caused by fire, lightning, windstorm, hail, explosion, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VIII

Use Restrictions:

1. **Land Use and Building Type.** No lot shall be used except for 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 two and one-half stories in height, not including basement. No more than one housing unit per lot and no more than one family per house. Unit must comply with all federal, state, and local laws and regulations. No building shall be located on any lot in violation of the set-back line in the recorded

subdivision plat. No dwelling shall be located within fifteen (15) feet of the side lot lines. Each lot is permitted one small accessory building, which may include a detached private garage and servants' quarters and a swimming pool or tennis court, provided that such do not overcrowd the site and provided that such accessory buildings are not used for any activity normally conducted as a business. No accessory building may be constructed prior to the construction of the main building.

2. **Sales and Construction Facilities of Declarant.** Notwithstanding any provision herein, Declarant, its agents, employees and contractors shall be permitted to maintain during the period of construction and sale of the lots in the properties upon such portion of the properties as Declarants may choose, such facilities as may be reasonably required in the construction, sale of lots, including but not limited to, a business office, storage area, construction yards, signs, model lots, sales office, construction office, parking area and lighting and temporary parking facilities for all prospective tenants or purchasers of Declarants.

3. **No Business Activity.** No other business activity of any kind shall be conducted on any lot or on the properties, other than Association office and temporary office of Declarant, except that Declarant may designate certain lots for business or commercial activity.

4. **No Offensive Activity.** No noxious or offensive activity shall be conducted upon any lot or common area, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood, including barking or vicious dogs which may be declared a nuisance in the sole discretion of the Association.

5. **No Animals Except Household Pets.** No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling, except that small dogs, cats or other household pets may be kept or maintained; provided, however, they are not kept or maintained for commercial purposes. Should pets reproduce or then such offspring or litters shall be removed from the premises within eight (8) weeks of birth. Pet owners shall be responsible for keeping pets under control at all times and will be liable for any damage caused by them to owners, persons or property. Pets may be outside only if kept on a leash or in a properly fenced kennel.

6. **No Electronics.** No outside radio, television, or satellite antennae shall be erected on any lot or dwelling unit within the properties unless and until permission for the same has been granted by the Architectural Committee.

7. **No Clotheslines.** No drying or airing of any clothing or bedding shall be permitted outdoors on any lot within the property, except on the rear deck of individual homes. Only one "umbrella" type clothesline will be permitted per lot.

8. **No 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.

9. **No Signs.** No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than two (2) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period. This shall not apply to a permanent sign designating the name "CAMPBELL GLEN" and approved street signs or signs advertising the commercial activity provided for in paragraph #3.

10. **No Drilling, Etc.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

11. **Garbage.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage must be in cans buried at street level with a securely fastened lid, or kept in roll-out containers. Said roll-out containers shall be kept out of view at the rear of the dwelling, and disposed of on a regular weekly basis. No unused or surplus building materials or lumber may be stored on lots for more than 30 days.

12. **Septic System.** A separate septic tank shall be installed for each residence built or installed on each lot. Said septic tank shall be installed and maintained in compliance with the North Carolina State Board of Health until such time as public disposal facilities are available. Each housing unit must be connected on that lot, before occupancy.

13. **Parking.** Property owners shall park their vehicles within the boundary lines of their property at all times, and no parking shall be permitted within the right of way of the streets on a regular basis. Automobiles must be parked on permanent parking pads, not on grass or dirt. Permanent parking pads or driveways must be constructed of concrete, asphalt or a minimum of 3" of gravel. No inoperative, incomplete or unlicensed vehicles or automotive parts may be stored outdoors.

14. **Vehicles.** Any boats, campers, trailers, or other vehicles must be parked on a permanent parking surface, consisting of concrete, asphalt, or 3" of gravel.

15. **Underground Utilities.** All utilities must be buried underground, including water, sewer, natural gas, telephone, electrical and cable television.

16. **Fences.** All fences must be of approved materials and shall not extend beyond 30 feet from the street, thus leaving parking area and yard beside it free of fencing material unless otherwise authorized in writing by the Architectural Committee. No fence may exceed six feet in height and no fences shall be metal chain link or similar metal materials..

17. **No Mopeds, Go-Carts, Etc.** No motorized vehicles or cycles of any nature which are not licensed to operate on public roads shall be operated on said property.

ARTICLE IX

Easements:

1. **Utilities Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot and over a ten (10) foot strip reserved along all other lot lines. 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 channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, unless approved by the Architectural Control Committee.

2. **Encroachments.** If any portion of the Declarants' area now encroaches upon any lot, or if any lot now encroaches upon any other lot or upon any portion of the Declarants' area as a result of construction of a building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building or for any other reason, a valid easement for the encroachment and for the maintenance of the same so long as the building stands shall exist. The foregoing encroachment shall not be construed to be encumbrance affecting the marketability of title of any lot.

ARTICLE X

General Provisions.

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 changes 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.

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.

3. **Declarants' Reservations.** No lot shall be subdivided, or its boundary lines changed. The Declarants, however, hereby expressly reserve to themselves, their successors and assigns, the right to re-plat any two (2) or more lots shown on the plat of said subdivision prior to delivery of deed therefor in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created. The Declarants reserve a tract 12' x 12' at the northeast corner of Lot 11 for the construction and maintenance of a sign identifying the subdivision.

4. **Duration; Amendment.** These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned Declarants have hereunto set their hands and seals as of the 17 day of April, 1997.

A. H. Campbell
A.G. Campbell

Margie C. Campbell
Margie C. Campbell

NORTH CAROLINA)
IREDELL COUNTY)

I, Luann E. Nigrelli, a Notary Public of the County and State aforesaid, certify that A.G. Campbell and Margie C. Campbell personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 17th day of April, 1997.

Luann E. Nigrelli
Notary Public

My commission expires:

1/26/2000



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NORTH CAROLINA)
IREDELL COUNTY)

The foregoing certificate/s of Luann E. Nigrelli
NP is/are certified to be correct.
This instrument was presented for registration this day and hour
and duly recorded in the Office of the Register of Deeds of Iredell
County, North Carolina, in Book 1028, Page 1436.

This the 13th day of June, 1997, A.D., at
3:07 o'clock P.M.

Brenda R. Bell
Register of Deeds
By: Sally B. Lewis
Deputy Register of Deeds

EXHIBIT "A"

Lying and being in Chambersburg Township, Iredell County, North Carolina and more particularly described as follows:

BEGINNING at an iron pin located in the western margin of the right of way of New Salem Road (SR 2314) said point being the northeastern corner of a tract of land owned by A.G. Campbell and Margie C. Campbell and the southeastern corner of James Boyd Gant and Joyce L. Gant (See deed recorded in Book 719, page 253 Iredell County Registry) running thence along and with the western margin of the right of way of New Salem Road South 02° 18' 26" East 17.21 feet to a point; thence South 01° 44' 19" East 191.06 feet to a point; thence continuing along the western margin of the right of way of New Salem Road South 01° 14' 45" East 32.43 feet to a point; thence South 00° 01' 15" East 57.62 feet to a point; thence South 03° 57' 50" West 61.19 feet to a point; thence South 03° 57' 50" West 18.89 feet to a point; thence South 07° 34' 52" West 60.69 feet to a point; thence South 09° 17' 26" West 66.65 feet to a point; thence South 09° 10' 46" West 73.79 feet to a point; thence continuing along the western margin of the right of way of New Salem Road South 09° 45' 42" West 1,001.59 feet to a point, a common corner of Glen E. Mayes; thence along and with the line of Mayes South 39° 43' 02" West 272.21 feet to an existing iron a corner of Donald E. Hankins; thence along and with the line of Hankins and Jimmy W. Stowall North 89° 17' 05" West 38.60 feet; thence North 89° 17' 03" West 29.48 feet to a point; thence continuing along the line of Hankins and Jimmy W. Stowall North 89° 17' 05" West 1607.53 feet to a point a common corner of Jimmy W. Stowall and Joy P. Williams; thence along and with the line of Joy P. Williams North 11° 14' 15" East 186.77 feet to a point a common corner of Joy P. Williams and C.P. Gantt; thence along and with the line of Gantt South 89° 17' 05" East 1,133.99 feet to a point; thence continuing along the line of Gantt North 04° 07' 03" East 1,259.67 feet to an existing iron; thence North 03° 58' 31" East 287.86 feet to an existing iron; thence North 88° 26' 16" East 768.10 feet to a point, the point and place of the BEGINNING, and being that property as shown on a survey prepared by Kestler Surveying, Inc. dated February 21, 1997, entitled CAMPBELL GLEN.

A portion of this above described property has been subdivided into Eleven Lots and a subdivision map recorded in Plat Book 28, page 104, Iredell County Registry. The developer intends to subdivide the remaining portion of the tract described above and record a subdivision map for the remaining portion.

For back references see Deeds recorded in Book 309, page 375, Iredell County Registry, Book 310, page 14, Iredell County Registry, Book 719, page 250, Iredell County Registry and Book 321, page 18, Iredell County Registry.

Filed for registration May 26, 1998 at 3:11 P.M., BREND A. D. BELL
Register of Deeds By: Betty B. Lewis Ass't/Deputy