

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

FILED Jan 29, 2018
 AT 03:20:46 pm
 BOOK 10242
 START PAGE 0287
 END PAGE 0291
 INSTRUMENT # 02707
 RECORDING \$26.00
 EXCISE TAX (None)

AH

Prepared By and ~~Return~~ To:
 Holden Reaves, Esq.
 Reaves Law, PLLC
 P.O. Box 53187
 Fayetteville, NC 28305

Return: *George Rose*
 STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**DECLARATION OF
 EASEMENTS, CONDITIONS AND RESTRICTIONS**

[Campbellton Landing – Lots 1, 2, 3 and 5]

This DECLARATION OF EASEMENTS, CONDITIONS AND RESTRICTIONS (this “Declaration”) is made by **Mary B. Rose**, an unmarried individual (the “Declarant”).

W I T N E S S E T H:

WHEREAS, Declarant owns fee simple title to Lots 1, 2, 3 and 5 as shown on that certain plat entitled “Division of the Property of Mary B. Rose”, said plat having been recorded in Plat Book 140, Page 119, Cumberland County, NC Registry (the “Plat”);

WHEREAS, the Declarant desires to provide for certain easements, conditions and restrictions with respect said Lots 1, Lot 2, Lot 3 and Lot 5 (each a “Lot” and together, the “Lots”);

WHEREAS, Declarant, by this Declaration, wishes to bind herself, her successors and assigns (to include all future owners of the Lots), with regard to the easements, conditions and restrictions being imposed upon the Lots as set forth herein; and

WHEREAS, the Declarant hereby declares as follows:

NOW, THEREFORE, Declarant agrees for herself, her successors and assigns (to include all future owners of the Lots), that the same shall be subject to the following easements, covenants, and restrictions, which shall run with the Lots and inure to the benefit of, and be binding upon, Declarant, her successors and assigns (to include all future owners of the Lots).

ARTICLE I

The above recitals are incorporated herein by reference.

ARTICLE II

The Lots shall be held, transferred, sold and conveyed subject to the terms of this Declaration.

ARTICLE III

Declarant hereby grants, conveys, and/ or reserves unto herself and the future owners of the Lots a non-exclusive, perpetual easement for ingress, egress and regress (both vehicular and pedestrian) over and across all vehicular driveways (whether paved or unpaved) that may exist upon any Lot (either now or in the future) for purposes of allowing access to and from Person Street, which is a public right of way. Each servient Lot owner shall be vested with the right to relocate and/ or redevelop any such driveway or portion thereof (that is located upon such servient Lot) in the future at its own cost and expense, as long as an alternate and equivalent access is provided, so that the easement rights granted herein are not frustrated.

ARTICLE IV

Declarant hereby grants, conveys, and/ or reserves unto herself and the future owners of the Lots a non-exclusive, perpetual easement for all utility improvements as they presently exist upon such Lots, such easement to include the right to enter upon any servient Lot for maintenance and repair purposes as it pertains to such utility improvements; however, upon any such maintenance or repair, the servient Lot shall be restored to its original condition or better. Each servient Lot owner shall be vested with the right to relocate and/ or redevelop such utility improvement or portion thereof (that is located upon such servient Lot) in the future at its own cost and expense, as long as the easement rights granted herein are not frustrated.

ARTICLE V

Declarant hereby grants, conveys, and/ or reserves unto herself and the future owners of

the Lots a non-exclusive, perpetual easement for parking on a first-come, first-served basis over and across all parking areas (whether paved or unpaved) that may exist upon any Lot (either now or in the future). Each servient Lot owner shall be vested with the right to relocate and/ or redevelop any such parking area or portion thereof (that is located upon such servient Lot) in the future at its own cost and expense, as long as alternate and equivalent parking is provided, so that the easement rights granted herein are not frustrated. The easement right granted herein shall not extend to overnight parking.

ARTICLE VI

Each Lot owner shall be responsible for maintaining the portion of the easement areas (and the improvements located thereon) which are located upon said owner's Lot, in good condition and repair, at said owner's own cost and expense. If a servient Lot owner is negligent in such responsibility (e.g. not repairing potholes or rutted areas), then any harmed Lot owner (and its contractors) shall have the right to enter upon the servient Lot for the purpose of making necessary repairs, but only after providing the servient Lot owner with a minimum of thirty (30) days advance written notice thereof prior to commencing such repair; and the servient Lot owner shall reimburse the harmed Lot owner for the expense of any such repair within thirty (30) days of an itemized receipt therefore. If such expense is not reimbursed within such 30 day period, it shall accrue interest at the legal rate until collected in full.

ARTICLE VII

The terms of this Declaration shall run with and be appurtenant to each Lot and shall be binding upon the heirs, successors and assigns of each record owner of each Lot.

ARTICLE VIII

Each Lot owner shall have the right to enforce, by any proceeding at law or in equity, all easements, conditions, restrictions and charges imposed by the terms of this Declaration. Failure by any Lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX

Each Lot owner shall indemnify and hold harmless the other Lot owners from and against any liability (whether tort, contractual or otherwise) resulting from any Lot owner's (or its employees', customers', agents', family members', or officers') exercise of the easement rights provided for in this Declaration, except to the extent such liability is caused by the negligence or intentional acts of the harmed Lot owner (or its employees, customers, agents, family members, or officers). In addition, each Lot owner shall indemnify and hold harmless the other Lot owners

from and against any breach of its obligations as set forth in this Declaration.

ARTICLE X

The covenants and restrictions of this Declaration shall run with and bind the Lots, and shall inure to the benefit of and be enforceable by the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically renewed for successive periods of ten (10) years each, until such time as all Lot owners elect to terminate this Declaration. The covenants and restrictions of this Declaration may be amended by an instrument signed by all Lot owners. Any amendment must be recorded with the Cumberland County Register of Deeds in order to be valid.

ARTICLE XI

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

ARTICLE XII

For the purpose of this Declaration, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa, as the meaning may require.

ARTICLE XIII

It is noted that this Declaration shall not apply to Lot 5 as shown on the Plat.

**[The Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed as of the date set forth in the below notary acknowledgement.

DECLARANT:

Mary B. Rose (SEAL)
Mary B. Rose

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

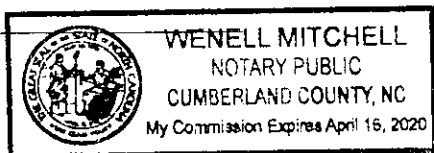
I certify that the following person personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mary B. Rose, in her individual capacity.

Date: 1-27-18

Official Signature of Notary: Wenell Mitchell

Notary's Printed Name: Wenell Mitchell

My commission expires:
[Affix Notary Seal or Stamp]



(N.P. SEAL)

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

FILED Feb 06, 2018
 AT 11:45:08 am
 BOOK 10247
 START PAGE 0221
 END PAGE 0223
 INSTRUMENT # 03586
 RECORDING \$26.00
 EXCISE TAX (None)
 CHT

Prepared By and Return To:
 Holden Reaves, Esq.
 Reaves Law, PLLC
 P.O. Box 53187
 Fayetteville, NC 28305

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS, CONDITIONS
 RESTRICTIONS**

[Campbellton Landing – Lots 1, 2, 3 and 5]

**THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS,
 CONDITIONS AND RESTRICTIONS** (this “Amendment”) is made by **Mary B.
 Rose**, an unmarried individual (the “Declarant”).

WITNESSETH:

WHEREAS, the Declarant owns fee simple title to Lots 1, 2, 3 and 5 (together, the “Property”) as shown on that certain plat entitled “Division of the Property of Mary B. Rose”, said plat having been recorded in Plat Book 140, Page 119, Cumberland County, NC Registry;

WHEREAS, the Declarant executed that certain Declaration of Easements, Conditions and Restrictions with respect to the Property, such instrument having been recorded in Book 10242, Page 287, aforesaid Registry (the “Declaration”);

WHEREAS, the Declarant desires to amend the Declaration to correct a typographical error therein.

NOW, THEREFORE, as owner of the Property, and for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. Article XIII of the Declaration is deleted in its entirety, and the following substituted therefore:

"ARTICLE XIII

It is noted that this Declaration shall not apply to Lot 4 as shown on the Plat."

2. Except as specifically amended herein, the Declaration remains unchanged and in full force and effect, and the Declarant by her execution hereof, hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms that are not specifically defined herein shall have the meanings attributed to them in the Declaration.

**[The Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date set forth in the below notary acknowledgment.

DECLARANT:

Mary B. Rose
Mary B. Rose

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mary B. Rose, in her individual capacity.

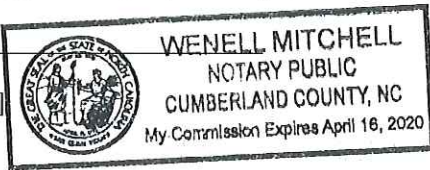
Date: 2-9-18

Official Signature of Notary: Wenell Mitchell

Notary's Printed Name: Wenell Mitchell

My commission expires:

[Affix Notary Seal or Stamp]



(N.P. SEAL)