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BOOK 2081

PAGE 491

ELAINE N. HARMON
REGISTER OF DEEDS
LINCOLN COUNTY, NC

26

PREPARED BY & MAIL TO: Hammett Construction Co., Inc. P.O. Box 661 Charlotte, NC 28130

STATE OF NORTH CAROLINA)
)
COUNTY OF LINCOLN) RESTRICTIVE COVENANTS
) FOR
) THE HAVEN

KNOWN ALL MEN BY THESE PRESENT, that Hammett Construction Co., Inc. (hereinafter "Developer" or "Owner") is the owner of that certain tract of real property shown on that plat entitled The Haven Subdivision which plat is recorded in Plat Book 15 at Pages 52, 53, 54 and 55 of the Lincoln County Public Registry; and

WHEREAS the Owners of said property have decided to impose the below stated restrictions on all lots shown on said recorded plat of THE HAVEN as recorded in Plat Book 15 Pages 52, 53, 54 and 55 of the Lincoln County Public Registry: and

NOW THEREFORE the undersigned Developer does hereby agree and covenant with each other and with all persons, firms or corporations hereinafter acquiring any of the lots shown in the Plat Book 15 Pages 52, 53, 54 and 55 of the Lincoln County Registry are hereby made subject to the terms and conditions of the protective covenants herein after set forth, which covenants shall be binding upon all persons, firms or corporations now owning or hereafter acquiring any one or more of said lots:

1. RESIDENTIAL USE OF PROPERTY: All lots shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any lot other than one single-family dwelling, not more than three stories in height, and any necessary structure customarily incident to such residential use, subject, however, to the provisions set forth herein. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on a lot and remodeling or converting the same into a dwelling unit. No modular homes or mobile homes are permitted.
2. BUILDING REQUIREMENTS: No building or any part thereof, structure, outbuilding or appurtenances of any nature shall be located on any lot nearer to the front line or nearer to the side street than the minimum building setback lines shown on the recorded Plat, subject to the following additional provisions:
 - (a) Minimum requirements: All homes are to have a minimum of 1800 square feet of heated space (minimum of 1200 square feet on first floor), with a minimum roof pitch of 10 on 12 with architectural shingles and secondary (accent) roofing materials must be approved by Developer. With the exception of dormers, gables, doors, windows and shutters, the home's exterior must consist of brick, stucco and/or rock (no lap siding). Unless the recorded plat map indicates to the

- (b) contrary, each lot will have a minimum building set back line as per Lincoln County Zoning and as approved by Developer;
 - (c) Subdivision of lots: One or more lots (as shown on said Plat) or parts thereof may be subdivided or combined to form one single building lot and in such event the building line requirements shall apply to such lots as re-subdivided or combined, provided no lot is created thereby which is smaller than any lot shown on said Plat;
 - (d) Porches and Eaves: For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, eaves, wing-walls and steps extending beyond the outside of a structure shall not be considered as a part of the structure. This provision shall not be construed to authorize or permit encroachment upon any easements or rights of way or property of an adjacent owner.
3. OBSTRUCTION TO VIEW AT INTERSECTIONS: The lower branches of trees, or other vegetative growth in sight line approaches to any Street Intersection shall not be permitted to obstruct the view of said approach.
 4. WALLS, FENCES, HEDGES AND DELIVERY RECEPTACLES: No walls, hedges, mass planting or other similar obstruction exceeding four (4) feet in height (and no fence of any type of height) shall be erected or permitted to remain between the street right-of-way and the applicable minimum building setback line. No chain link fences are allowed around any yard areas. All fences must be approved by the Developer prior to construction.
 5. USE OF OUT BUILDINGS AND SIMILAR STRUCTURES: No structure of a temporary nature shall be erected or allowed to remain on any lot and not trailer, shack, tent garage, barn or any other structure of a similar nature shall be used as a residence either temporarily or permanently. No above ground pools. Provided however, this paragraph shall not be construed to prevent a building contractor from using sheds or other temporary structures during construction for such purposes as Developer deems necessary. One additional outbuilding may be allowed per lot (minimum 180 square feet, maximum 1600 square feet). Said outbuildings must have permanent footings and construction with masonry foundation, which shall match exterior of the house structure. Said outbuildings must have composite shingles of a color to match house and built of the same material as the home. Any outbuildings and similar structures must be approved by the Developer and meet Lincoln County setback requirements.
 6. RECREATIONAL VEHICLES: No recreational vehicles or related equipment, including any boat, houseboat, trailer, motor home or "camper" vehicle may be maintained, stored or kept on any portion of the Property, except in enclosed garages or on a concrete pad located behind the rear line of the residence.
 7. LIMITATIONS ON CERTAIN COMMERCIAL VEHICLES: No commercial vehicles: a) having a weight in excess of 2.5 tons OR, b) being more than a 2-axle vehicle OR, c) being a "cab" designated to hitch to and carry freight or goods OR, d) being "tractor trailer" OR, e) any vehicle assigned an ICC registration number, may be permitted to be parked on or abutting said property other than moving vans related to the actual moving of persons in or out of one of the said lots.
 8. ANIMALS AND PETS: No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any lot except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and use of the occupants, but not for any commercial use or purpose. Birds shall be confined in cages.
 9. SIGN BOARDS: No sign boards of any description shall be displayed upon or above any lot with the exception of:

- (a) Signs "for rent" or "for sale" which shall not exceed 2-feet by 3-feet in dimensions, shall refer only to the premises on which displayed, and shall be limited to one sign per lot; and
 - (b) Signs with the name of the owner and street address, the design of which shall be furnished to the Developer upon request, and Developer shall have the right to disapprove such design and prohibit the erection of such sign as does not meet with their approval. No billboards or other advertising signs shall be permitted.
10. NUISANCES AND UNSIGHTLY MATERIALS: No noxious, offensive or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No above ground pools. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by governmental and other similar garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any such unsightly items, weeds or underbrush, five days after posting a notice thereon or mailing the requirements of this paragraph, Developer may enter and remove all such unsightly items or growth at the owner's expense. Owners by acquiring property subject to these restrictions agree to pay such costs promptly upon demand by Developer, its agents, assigns or representative. No such entry as provided herein shall be deemed a trespass.
11. EASEMENTS: The Developer (for themselves, their successors and assigns) reserves a right-of-way, over, along, and under the following portions of each lot:
- (a) As shown on the above-mentioned Plat, including, but not limited to the fifty (50) foot vegetative buffer along Vesuvius Furnace and Beth Haven Church Road as shown on said plats;
 - (b) The rear 10 feet lot line unless otherwise noted; and
 - (c) 10 feet drainage and utility easement along all side lot lines.
- These rights-of-way are for the installation of poles, lines, conduits, pipes, drainage, and other equipment and facilities necessary or useful for furnishing utility service to the property (now, formerly or hereafter owned by the Developer or its successor) adjacent thereto or in the proximity thereof. All utilities, including without limitation, cable television, which traverse the property in any direction under, over, across or through any lot shall be located only within the easement areas described above. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Developer; provided, however, local service from utilities within easement areas to dwellings constructed upon any such lots may be established without obtaining separate consents thereto from the Developer.
12. DRIVEWAYS/PARKING AREAS: Driveways and parking areas constructed upon any lot shall be brick or concrete, and shall be fully completed prior to the occupancy of any dwelling on the lot; No structure(s) shall be erected in violation of the NCDOT regulations or right-of-way. All driveway pipes or culverts must be galvanized, corrugated metal (15" minimum).
13. FUEL STORAGE TANKS: All fuel storage tanks shall be buried below the surface of the ground, and all outdoor receptacles for ashes, trash, rubbish or garbage shall be installed underground, screened or so

placed and kept as not to be visible to the occupant of other lots or the users of any street, road or recreational area.

14. GARAGES: Each Residence shall have an enclosed garage attached to the residence, which shall hold a minimum of 2 vehicles.
15. MAIL BOXES: All homeowners on each lot will use a standard mailbox receptacle designated and approved by the Developer.
16. COMMENCEMENT AND COMPLETION OF CONSTRUCTION: Unless changed by mutual agreement of the current owner and the Developer, property owners must commence construction of homes on said lots within 90 days of the filing of a deed from Developer to property owner and said homes must be completed (with certificates of occupancy issued) within one (1) one year of the pulling of a building permit on said lots. Subsequent property owners of said lots must still meet this obligation. Right to Re-purchase: If this covenant is violated, Developer may elect to repurchase said lot from the current lot owner. The purchase price of said re-purchase shall be the Developer's original sales price for said lot.
17. BUILDING POLICIES: The following requirements shall apply to all builders involved in construction in said development:
 - (a) All activity by the building shall be restricted to the lot on which he is building.
 - (b) Delivery and storage materials shall be confined to the building lot only.
 - (c) Building contractors shall locate a suitable container for waste building materials and trash.
 - (d) Building contractors and subcontractors shall be responsible for the condition of adjoining road and roadsides and for keeping roads clean during construction.
 - (e) Builder shall be responsible for regular clean-up of the lot. Scrap and trash too large to be put in the container shall be removed from the lot on a weekly basis.
 - (f) There shall be a weekly clean-up and stacking of building materials by the builder.
18. SIGN EASEMENT: Plat Book 15 at Page 52, 53, 54 and 55 of the Lincoln County Registry shows an area on Lots 1, 9, 14, 17 and 18 denoted as "Sign Easement". Developer, its successors and/or assigns have the right to enter onto said Sign Easement and build, erect, repair and maintain sign and/or a planter for said development. Developer, its successors and/or assigns may landscape, plant flowers and may beautify said sign easement envelope from time to time. Owners of lots 1, 9, 14, 17 and 18 shall keep the grass cut and the adjacent sight triangle free of unsightly and obstructing weeds and plants. Said owners of lots 1, 9, 14, 17 and 18 have no obligation to maintenance of said sign or planter. After the sale of 50% of the lots in the subdivision by the Developer, the homeowners will assume responsibility for the maintenance of the entrances and sign areas.
19. UNINTENTIONAL VIOLATION OF RESTRICTIONS: In the event of the unintentional violation of the foregoing restrictions with respect to any lot, the Developer, its Successors or assigns reserve the right (by and with the mutual consent of the owner or owners for the time being of such lot) to change, amend or release any of the foregoing restrictions as the same may apply to that particular lot.
20. ENFORCEMENT OF RESTRICTIONS: If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within the subdivision above names in the Lincoln Public Registry (or having any interest therein) to prosecute the violating party at law or in equity for any claim which these restrictions may create in such other owners or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages or other dues for such violation. Invalidation of any one or more

of these restrictions by judgment or court order shall in no way affect any of the other provisions not expressly held to be void, and all such remaining provisions shall remain in full force and effect.

21. HEADINGS AND BINDING EFFECT: Paragraph headings are inserted for reference convenience and are not to be constructed as substantive parts of paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under, Developer.

IN WITNESS WHEREOF, the undersigned has hereunto executed this instrument, the 5th day of December, 2008.

HAMMETT CONSTRUCTION CO., INC.
a North Carolina Corporation/

BY: Keith B. Hammett Pres.
Keith B. Hammett, President

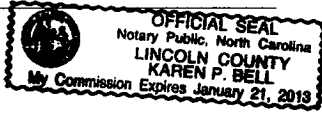
STATE OF NORTH CAROLINA)
) NOTARY ACKNOWLEDGEMENT
COUNTY OF LINCOLN)

I, a Notary Public of the County and State aforesaid, certify that Keith B. Hammett personally came before me this day and acknowledged that he is President of HAMMETT CONSTRUCTION CO., INC., a North Carolina 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 the 5th day of December, 2008.

Karen P. Bell
Notary Public

My Commission Expires: _____



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DATE 3/6/2009TIME: 2:04 PMBOOK 2100PAGE 209ELAINE N. HARMON
REGISTER OF DEEDS
LINCOLN COUNTY, NC*200pd*

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

**AMENDMENT TO
RESTRICTIVE COVENANTS FOR
THE HAVEN**

THIS AMENDMENT TO RESTRICTIVE COVENANTS FOR THE HAVEN ("Amendment") is made this 3rd day of March, 2009 by HAMMETT CONSTRUCTION CO., INC., a North Carolina Corporation with its principal office and place of business in Denver, Lincoln County, North Carolina, (hereinafter referred to as "Developer") R & H GROUP, INC. and WYNSOR HOMES, INC. who do hereby covenant and agree to and with all persons, firms, and corporations hereinafter described, as follows:

STATEMENT OF PURPOSES

WHEREAS, that certain RESTRICTIVE COVENANTS FOR THE HAVEN dated December 5, 2008, recorded in Book 2081, Page 491, Lincoln County Public Registry, was imposed upon the Haven Subdivision shown on Plat Book 15, Pages 52, 53, 54 and 55 in the office of the Register of Deeds, Lincoln County; and

WHEREAS, Lots 1 through 46 are so situated as to comprise a neighborhood unit of the aforesaid subdivision known as The Haven;

WHEREAS, all of the owners of The Haven Subdivision have chosen to amend the original Declaration as set forth hereinafter; and

WHEREAS, the change this amendment shall affect is Paragraph 13, set forth on page 3 of the original Declaration recorded in Book 2081, Page 491, Lincoln County Public Registry; and

NOW THEREFORE, the owners by this Declaration of Covenants, Conditions, and Restrictions, do declare that all of Lots 1 through 46, as shown on plats recorded Plat Book 15, Pages 52, 53, 54 and 55 is and shall be held transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and easements, set forth in the Declaration and this Amendment which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

In Paragraph 13, That Paragraph 13 shall be deleted and inserting in lieu thereof the following:

13. FUEL STORAGE TANKS: There shall be NO fuel storage tanks on individual lots, except for the fuel storage tank installed on the property lines, shared with the adjacent lot and serviced by Energy United or their successor. The shared fuel storage tank will be located as shown on the attached Exhibit A and any driveway must be located at least ten (10) feet from the location of the underground fuel storage tank. All outdoor receptacles for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible to the occupant of other lots or the users of any street, road or recreational area.

IN WITNESS WHEREOF Developer has caused this instrument to be executed this the 3rd day of March, 2009.

Developer:

Hammett Construction, Inc., a North Carolina Corporation

Keith B. Hammett, Pres (SEAL)
Keith B. Hammett, President

R & H Group, Inc., a North Carolina Corporation

Robert Ryan Hutchinson (SEAL)
Robert Ryan Hutchinson, President

Wynsor Homes, Inc., a North Carolina Corporation

Christopher Jerome Silér (SEAL)
Christopher Jerome Silér, President

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, Karen P. Bell, Notary Public, certify that Keith B. Hammett, personally came before me this day and acknowledged that he is President, of Hammett Construction Co., Inc., a North Carolina 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 the ^{5th} day of March, 2009.

My Commission Expires:

Karen P. Bell
Notary Public



STATE OF NORTH CAROLINA

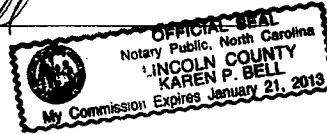
COUNTY OF LINCOLN

I, Karen P. Bell, Notary Public, certify that Robert Ryan Hutchinson, personally came before me this day and acknowledged that he is President, of R & H Group, Inc., a North Carolina 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 the 3rd day of March, 2009.

My Commission Expires:

Karen P. Bell
Notary Public



STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, KAREN P. BELL, Notary Public, certify that Christopher Jerome Siler, personally came before me this day and acknowledged that he is President, of Wynsor Homes, Inc., a North Carolina 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 the 4th day of March, 2009.

My Commission Expires:

Karen P. Bell
Notary Public



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DATE 11/17/2009TIME: 1:33 PMBOOK 2160PAGE 263

ELAINE N. HARMON
 REGISTER OF DEEDS
 LINCOLN COUNTY, NC

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 STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

✓ K & W

**AMENDMENT TO
 RESTRICTIVE COVENANTS FOR
 THE HAVEN**

THIS AMENDMENT TO RESTRICTIVE COVENANTS FOR THE HAVEN ("Amendment") is made this 10th day of November, 2009 by HAMMETT CONSTRUCTION CO., INC., a North Carolina Corporation, (hereinafter referred to as "Developer"), HAMCONCO, INC., a North Carolina Corporation (Lot 32), WYNSOR HOMES, INC., a North Carolina Corporation (Lots 3 and 46), KEITH V. ESTES and wife, (Lot 4) and STEPHANIE CZECHOWICZ (Lot 7) who do hereby covenant and agree to and with all persons, firms, and corporations hereinafter described, as follows:

STATEMENT OF PURPOSES

WHEREAS, that certain RESTRICTIVE COVENANTS FOR THE HAVEN dated December 5, 2008, recorded in Book 2081, Page 491, Lincoln County Public Registry, were imposed upon the Haven Subdivision shown on Plat Book 15, Pages 52, 53, 54 and 55 in the office of the Register of Deeds, Lincoln County and amended on March 6, 2009 in Book 2100, Page 209, Lincoln County Public Registry; and

WHEREAS, Lots 1 through 46 are so situated as to comprise a neighborhood unit of the aforesaid subdivision known as The Haven;

WHEREAS, ALL of the owners of The Haven Subdivision have chosen to amend the original Declaration as set forth hereinafter; and

WHEREAS, this amendment shall delete Paragraphs 1 through 21 of the original Declaration recorded in Book 2081, Page 491, Lincoln County Public Registry; and

WHEREAS, this amendment shall delete Paragraph 13 of the amended Declaration recorded in Book 2100, Page 209, Lincoln County Public Registry; and

WHEREAS, the undersigned are ALL of the owners of a subdivided tract of land known as The Haven, located in Lincoln County, North Carolina, as shown on plats thereof recorded in Map Book 15 Pages 52, 53, 54 and 55 in the Office of the Register of Deeds for Lincoln County, North Carolina; and

WHEREAS, it is the intent and purpose of the undersigned to erect residences on lots in said subdivision or to convey lots therein to persons, firms or corporations who will erect thereon residences to be used for family

WHEREAS, the undersigned desires to establish a general plan pertaining to the enjoyment and use of said lots for the benefit of said prospective purchasers, and to restrict the use thereof in a uniform manner, and to put all persons on notice of such restrictions.

NOW THEREFORE, the Developer and Owners by this Declaration of Covenants, Conditions, and Restrictions, do declare that all of Lots 1 through 46, as shown on plats recorded Plat Book 15, Pages 52, 53, 54 and 55 is and shall be held transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and easements, set forth in the Declaration and this Amendment which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and that all deeds executed and delivered by the undersigned for lots in the aforesaid subdivision shall be made subject to the following restrictions:

I

Use of Land. Each of the Lots shall be used solely and exclusively for residential purposes, and no dwelling other than one single family private residence shall be erected on any lot.

II

Minimum Size of Residence. Any residence erected on any of the lots shall contain a minimum square footage as follows: (1) One story shall have one thousand eight hundred (1,800) square feet; one and one-half story shall have one thousand eight hundred (1,800) square feet, with a minimum of twelve hundred (1,200) square feet on the ground floor; and two story shall have one thousand eight hundred (1,800) square feet with a minimum of twelve hundred (1,200) square feet on the ground floor of heated floor space, all measurements of square footage being of furnished living space, based on outside measurements, exclusive of open porches, breezeways, garages and basements.

III

Required Land Area. No lot shall be subdivided, by sale or otherwise, so as to reduce the total area as shown on said map referred to above, except by written consent of Developer or its successors or assigns.

IV

Architectural Guidelines and Use Restrictions.

Section 1. Architectural Review Committee. For purposes of this Article IV, the Developer shall function as the Architectural Review Committee (the "Committee") and have the right to appoint any other members thereof.

Section 2. Approval of the Architectural Review Committee; Construction, Plans. Before commencing construction, reconstruction, relocation, or alteration of any buildings, additions, enclosures, fences, entrance ways, exit ways, curb cuts, parking facilities, storage facilities or any other structures or permanent improvements on any lot, or before the clearing, grading or removal of any tree from a lot, the owner shall first submit two sets of building plans, specifically, site plan and an elevation sketch (collectively the "plans") of all improvements to be placed thereon, to the Architectural Review committee as hereinafter described for its written approval. Plans shall be in such detail and form and shall contain such information

as may be required by the Architectural Review Committee, but in any event shall include the following: (i) a site development plan with respect to the lot, including all setback lines of all structures and improvements, the location thereof, reference to structures on adjoining portions of the property, location of all parking spaces and driveways on the lot; (ii) a site plan for the particular lot; and (iii) a building elevation plan showing dimensions, materials, and exterior color scheme. The Architectural Review Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) Failure to comply with this Declaration and Architectural Guidelines then in force.
- (b) Failure to include information in the plans as may have been reasonably requested by the Architectural Review Committee.
- (c) Objection to the exterior design, appearance, or materials of any proposed structure.
- (d) Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots or other properties in the vicinity of the property.
- (e) Objection to the location of any proposed structure upon any lot or with reference to any other lots in the vicinity.
- (f) Objection to the site plan.
- (g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structures.
- (h) Objection to the number or size parking spaces or the design or the location of the parking areas proposed for any lot.

In the event the Architectural Review Committee shall fail to approve or disapprove in writing the plans within thirty (30) days after they have been received by the Architectural Review Committee, such approval will not be required and this covenant shall be deemed to have been complied with. The plans shall be delivered to the Architectural Review Committee in person or by certified mail at an address to be designated from time to time by Developer.

Notwithstanding any provisions in this Declaration to the contrary, in the event the preliminary plans are submitted for the purpose of schematic or other preliminary approval, approval of the Architectural Review Committee shall not be implied by the passage of time as set forth in the above nor shall any such preliminary approval of preliminary plans schematics relieve the owner from his/her obligation to obtain the approval of the Architectural Committee for any subsequent submissions of plans required pursuant hereto.

If the Architectural Review Committee approves the plans, the actual construction in accordance with the plans shall be the responsibility of the owner; provided, however, upon the completion of the structures and prior to occupancy, the owner shall notify Developer, who shall have ten (10) days thereafter in which to have structures inspected by the Architectural Review Committee to insure that the plans were completed in accordance with those approved by the Architectural Review Committee prior to construction. In the event that the Architectural Review Committee shall fail to approve or disapprove in writing or completed structures within fifteen (15) days after the receipt of written notice from owner by certified or registered mail, (return receipt requested) that the structures are completed, such approval shall not be required and these covenants will be deemed to have been complied with. In event an owner has made changes from the original plans approved by the Architectural Review Committee, the occupancy shall be delayed until necessary corrections to building plans have been made.

Section 3. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans submitted for approval pursuant to this Declaration which shall be payable at the time such plans are submitted, provided that such fees shall be reasonable and commensurate with similar services in the jurisdiction in which the property is located.

Section 4. Guidelines. The Architectural Committee may promulgate rules and regulations concerning the form and content of plans to be submitted for approval and, furthermore, may adopt and issue, from time to time, statements of policy and other guidelines, including, without limitation, architectural guidelines with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules, site plans, designs, and development criteria and such statements of policy shall, upon issuance by the Architectural Review Committee, be deemed incorporated herein by reference and may be amended and revoked by the Architectural Review Committee at any time. Approval for use on any lot of any plans shall not be deemed a waiver of the Architectural Review Committee's right to approve such plans or specifications on any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use on any other lot or lots. Notwithstanding anything to the contrary, approval of any plans relating to any lot shall be final as to that and such approval may not be revoked or rescinded thereafter, provided (i) that the structures and uses shown and described on or in such plans do not violate any specific prohibition contained in this Declaration, Architectural Guidelines, or applicable rules and regulations of Governmental bodies or agencies, and (ii) that the plans approved, and any conditions attached to such approval have been adhered to and complied within regards to, all structures and uses on the lot in question.

Section 5. Initial Guidelines

(a) Driveways and parking areas constructed upon any lot shall be brick or concrete, and shall be fully completed prior to the occupancy of any dwelling on the lot. All driveway pipes or culverts must be galvanized, corrugated metal (15" minimum). No structure(s) shall be erected in violation of the NCDOT regulations in or near the roadway right of way.

(b) No structure of a temporary nature shall be allowed on any lot at any time except that of an owner's contractor and/or subcontractor during the period of construction or repair of a dwelling or other structure. The Developer shall have the right to use two lots for placement of a temporary construction and/or sales trailer during the development of the subdivision.

(c) **FUEL STORAGE TANKS:** There shall be NO fuel storage tanks on individual lots, except for the fuel storage tank installed on the property lines, shared with the adjacent lot and serviced by Energy United or their successor. The shared fuel storage tank will be located as shown on the attached Exhibit A and any driveway must be located at least ten (10) feet from the location of the underground fuel storage tank. All outdoor receptacles for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible to the occupant of other lots or the users of any street, road or recreational area.

(d) Each residence shall have a two (2) car enclosed garage minimum. No carports will be allowed.

(e) Boats, boat trailers and/or recreational vehicles may be parked or stored on numbered lots only in an enclosed garage or behind a residential structure.

(f) Unless changed by mutual agreement of the current owner and the Developer, property owners must commence construction of homes on said lots within 90 days of the filing of a deed from Developer to property owner and said homes must be completed (with certificates of occupancy issued) within one (1) year of the pulling of a building permit on said lots. Subsequent property owners of said lots must still meet this

obligation. Right to Re-purchase: If this guideline is violated, Developer may elect to repurchase said lot from the current lot owner. The purchase price of said re-purchase shall be the Developer's original sales price for said lot.

(g) No house or structure, or any part of any house or structure shall be repainted any color other than the original color without approval of the Architectural Review Committees set forth herein.

(h) There shall be no mobile or modular homes allowed in the subdivision.

(i) The roof pitch shall be no flatter than a minimum of 10/12. However, the porches may be of a lesser pitch as approved by the Developer.

(j) Outbuildings must be approved by the Architectural Review Committee pursuant to Article IV.

(k) No chain link fences are allowed around any yards; however, a split rail fence with wire mesh is permitted around the rear yard areas only. No fences of any nature will be installed in the front of any home without the express approval of the Developer or the Architectural Review Committee.

(l) All homeowners on each lot will use a mailbox receptacle designated and approved by the Developer.

(m) No log homes of any kind will be permitted.

(n) Gravel construction entrances shall be placed on all Lots before any construction commences.

(o) **BUILDING POLICIES:** The following requirements shall apply to all builders involved in construction in said development:

- i. All activity by the building shall be restricted to the lot on which he is building.
- ii. Delivery and storage materials shall be confined to the building lot only.
- iii. Building contractors and subcontractors shall be responsible for the condition of adjoining road and roadsides and for keeping roads clean during construction.
- iv. Builder shall be responsible for regular clean-up of the lot. Scrap and trash too large to be put in the container shall be removed from the lot on a weekly basis.
- v. There shall be a weekly clean-up and stacking of building materials by the builder.
- vi. All builders shall provide appropriate receptacles for the receipt and disposal of waste and debris on each lot as the structure is being built.

Section 6. Violations. If any structure shall be erected, placed or maintained upon any lot or any use is commenced upon any lot, other than in accordance with approval by the Architectural Review Committee as prescribed herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this Declaration without the approvals required herein and upon, written notice from the Architectural Review Committee, any such structure so erected, placed, maintained, or altered upon any lot in violation hereof shall be terminated and removed immediately so as to extinguish such violation. If within fifteen (15) days after the notice of such violation, the owner of the lot upon which such violation(s) exist shall not have taken reasonable steps toward the removal and termination of same, Developer, or its successors or assigns, or Architectural Review Committee or other property owners, shall have a right, through its agents and employees, to enter upon such lot and to take such steps as may be necessary to extinguish and terminate the violation. Developer, or its successors or assigns, or the Architectural Review Committee, or any such agent or employer of either, shall not thereby be deemed to have trespassed upon such lot and shall be subject to no liability to the owner or occupant of such lot for such entry taken in connection with the removal of any violation. The costs and abatement or removal hereunder

plus a twenty-five percent (25%) allowance for overhead shall be a binding, personal obligation of such owner as well as a lien on the owner's lot, the same being enforceable in the same manner as an assessment upon the lot in question.

The Architectural Review Committee shall have the power and authority to waive unintentional violations and consent to minor deviations in the minimum setback requirements provided that such deviation or violation amounts to no more than twenty-five percent (25%) violation or deviation. Any such waiver or consent shall not be construed as a waiver of any other violation and such waiver or consent shall not be construed as a waiver of any other violation on such lot or as a waiver of any violation of setback requirements or additional restrictions on any other lot.

V

The Haven Property Owners Association. Each prospective future purchaser of estates or tracts covenants with the Developer, by acceptance of a deed to a lot in this subdivision: (a) annual assessments; and (b) special assessments for capital improvements, as hereinafter set forth, and agrees to and shall be a member of and be subject to the obligations and duly established bylaws and rules of The Haven Property Owners Association. If the annual and special assessments, together with interest, costs and reasonable attorney fees, if any are required to be collected then said assessments shall be charged against the land and will continue to be a lien upon the property against which each such assessment is made until made. Each assessment shall likewise be the personal obligation of the person(s) who was the owner of the estate when the assessments became due. Liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust.

The assessments to be levied by the association against each lot shall be used as follows:

- (a) to repair, maintain, reconstruct (when necessary), keep clean and free from debris, the Common Area and any amenities and improvements located thereon, including but not limited thereto, the street lights, entrance monuments, parking areas;
- (b) to maintain and repair the Public Roads to the standards of the maintenance (if one is ascertainable) which would be required by North Carolina Department of Transportation or other Government entity before it would accept such Public Roads for maintenance;
- (c) to pay all cost associated with the lease of the Street Lights from Rutherford Electric Company or other utility provider, including but not limited thereto, monthly lease payments and utility costs;
- (d) to pay all ad valorem taxes levied against the Common Areas and any of the property owned by the Association;
- (e) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws;
- (f) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in Bylaws;
- (g) To maintain contingency reserves for carrying out the duties of the association.

The assessments shall further be used to promote recreation, health, safety, and welfare of the residents of the subdivision and more particularly for the improvement and maintenance of property, real and personal, owned or acquired by a property Owners Association to be formed for the benefit of the owners and lots, all of whom shall

be members of the Property Owners Association. There will be no assessments on lots owned by the Developer.

Assessments shall begin on each lot (1) with conveyance of the lot from the Developer, their successors or assigns, and (2) upon the formation of the Property Owners Association. The Property Owners Association shall be managed by a Board of Directors, which Board shall be appointed by the undersigned through 2015. However, no Board appointed by the Developer, their heirs, successors or assigns, shall have the power to impose special assessments. The undersigned may assign this power to appoint at any time prior to 2015 to a successor Developer of the undersigned Developer, or to the owner of the lots, who shall thereafter elect the Board. There shall be no requirement that members of the initial Board be owners of property in the Subdivision.

The annual assessment as set by the Developer, or by a Board appointed by the same, or by its successors or assigns of the undersigned, for the general maintenance of the property of the Association shall be no more than Two Hundred and no/100 (\$200.00) Dollars per lot, per year for the purpose of maintaining signage and street lights, in addition to any assessments heretofore imposed on the subject property, payable to the Developer and assigned by the Developer to any subsequently formed Property Owner's Association embracing the lots on the subject property, for the first three (3) years of operation of the Property Owners Association.

The annual assessment, either for general maintenance or lawn maintenance, may be increased or decreased by a Board of Directors elected by the estate owners as may be set forth in the By-Laws to the property Owners Association. The annual assessment shall become due and payable by January 1 of each year (and shall be prorated at closing of initial lot purchase from Developer), and failure to pay within thirty (30) days of the due date shall be cause for the Property Owners Association to enforce the lien established herein or take any and all other legal action available to it.

The following provisions shall constitute the initial bylaws and rules thereof and shall be incorporated in any bylaws and rules which may be subsequently adopted by the Property Owners Association:

- (a) Membership: Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may be separated from ownership of each lot. The Developer shall be exempt from paying dues.
- (b) Voting Rights: All owners shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members, but only one vote may be cast with respect to one lot.
- (c) Board of Directors and Officers: The Association shall have a Board of Directors of not less than three (3) nor more than five (5) members and shall have officers consisting of a President, Vice-President, Secretary and Treasurer and such other officers as the members shall elect. The Board of Directors shall adopt bylaws to govern the normal and customary affairs and business of the Association and all members shall be subject thereto.
- (d) Meetings: Annual Meetings of the membership shall be held at a time and place designated by the Board of Directors. Special meetings shall be held on call of the President of the Board of Directors with not less than ten (10) nor more than thirty (30) days written notice to the owners and such other reasonable meeting requirements established in its bylaws. Voting shall be by simple majority vote (except for voting on bylaw changes which shall require a two-thirds (2/3) majority) with representation of thirty percent (30%) or more of the lots required to constitute a quorum.
- (e) Developer as member of Property Owners Association: Notwithstanding any of the other provisions hereof, Developer shall have no obligations relative to street, utility or common area

maintenance upon the sale of a total of fifteen (15) or more of the lots in the development. Developer shall not be required to become a member of the The Haven Property Owners Association or to pay assessments for lots it owns in the subdivision, but may, at its sole discretion, elect to become a member and exercise all the rights and privileges thereof.

VI

Easement: The Developer (for themselves, their successors and assigns) reserves a right-of-way, over, along, and under the following portions of each lot:

- (a) As shown on the above-mentioned Plat;
- (b) The rear 10 feet lot line unless otherwise noted; and
- (c) 10 feet drainage and utility easement along all side lot lines.

These rights-of-way are for the installation of poles, lines, conduits, pipes, drainage, and other equipment and facilities necessary or useful for furnishing utility service to the property (now, formerly or hereafter owned by the Developer or its successor) adjacent thereto or in the proximity thereof. All utilities, including without limitation, cable television, which traverse the property in any direction under, over, across or through any lot shall be located only within the easement areas described above. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Developer; provided, however, local service from utilities within easement areas to dwellings constructed upon any such lots may be established without obtaining separate consents thereto from the Developer.

VIII

Prohibitions Against Above Ground Pools, In Ground Satellite, Animals, Poultry, Offensive Use, Temporary Residences, Etc.: There shall be no above ground pools allowed; there shall be no ground satellite dishes located on any lot, however, window, or attic mounted satellite dishes, not exceeding eighteen (18) inches in diameter shall be allowed; no animal or poultry of any kind other than household pets shall be kept or maintained on any lot. The number of household pets generally considered to be outdoor pets such as dogs, cats, etc. shall not exceed three (3) in number except for newborn off spring of such household pets which are under nine (9) months in age. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; no privy shall be noxious or dangerous to health; no signs shall be allowed with the exception of signs "For Sale", which sign shall not exceed two by three feet in diameter, and except signs by the owner of the subdivision; no trailer, tent, shacks or temporary residence shall be constructed or maintained on said property at any time; and no garage, trailer, tent, shacks or temporary residence shall be constructed or maintained on said property at any time; and no garage, trailer, tent, shack, barn or other outbuilding shall be used as a residence, either temporary or permanently; each unimproved lot in said subdivision shall be kept mowed and free from weeds and undergrowth; no lot in said subdivision may be used as a dumping ground for rubbish and trash, garbage or other debris and it shall not be kept hereon except in sanitary containers; and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition; no person shall leave any partially unlicensed, or dismantled or partially dismantled, non-operating or wrecked, or junked motor vehicle on any lot or upon any street within the subdivision, except in an enclosed building. No commercial tractors or trailers or trucks over four wheels (Dually Trucks excepted) shall be parked in the subdivision overnight. All garden areas shall be placed on rear of the property and shall be entirely located behind the dwelling structure.

IX

Fences, walls and hedges: No fence or wall shall be erected on any building plot closer to the street than

the side street setback or the front of the building facade except for temporary decorative fencing installed by the builder on a model home. Perimeter fencing and privacy fencing around patios, decks, or pools may not exceed five (5) feet in height. No chain link fences are allowed around any yard areas. All fences must be approved by the Architectural Review Committee prior to construction. No walls, hedges, mass planting or other similar obstruction exceeding four (4) feet in height (and no fence of any type of height) shall be erected or permitted to remain between the street right-of-way and the applicable minimum building setback line

X

SETBACKS AND UNINTENTIONAL VIOLATIONS: No building or any part thereof, structure, outbuilding or appurtenances of any nature shall be located on any lot nearer to the front line or nearer to the side street than the minimum building setback lines shown on the recorded Plat, on which setback no part of any residence or any other structure or building shall be constructed, excluding any open porches which are appurtenant to such residence.

In the event of the unintentional violation of any building line restrictions set forth herein, Developer reserves the right, by and with mutual written consent of the owner or the owners for the time being of such lot, to change the building line restrictions set forth in the instrument, provided however, that such changes shall not be in violation of any provisions of the zoning provisions of any appropriate governmental authority.

XI

MAINTENANCE OF LOT: Each owner shall keep lot in orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collections by governmental or other similar garbage and trash removal units.

XII

SIGN EASEMENT: Plat Book 15 at Pages 52, 53, 54 and 55 of the Lincoln County Registry shows an area on Lots 1, 9, 14, 17 and 18 denoted as "Sign Easement". Owners of lots 1, 9, 14, 17 and 18 shall keep the grass cut and the adjacent sight triangle free of unsightly and obstructing weeds and plants

XIII

Term of Restrictions: The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons owning lots in the above described subdivision for a period of twenty-five (25) years from the date of the recording of this instrument, and automatically for successive periods of ten (10) years unless an instrument by a majority of the then owners of the estates or tracts has been recorded, agreeing to change said covenants in whole or in part. The enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF Developer and lot owners have caused this instrument to be executed this the 20th day of November, 2009.

Developer:

Hammett Construction, Inc., a North Carolina Corporation

Keith B. Hammett, Pres. (SEAL)
Keith B. Hammett, President

Hamconco, Inc., a North Carolina Corporation

Keith B. Hammett, Pres. (SEAL)
Keith B. Hammett, President

Keith V. Estes (SEAL)
Keith V. Estes

Keith V. Estes Attorney-In-Fact for Camille B. Estes (SEAL)
CAMILLE B. ESTES

Wynsof Homes, Inc., a North Carolina Corporation

Christopher Jerome Siler (SEAL)
Christopher Jerome Siler, President

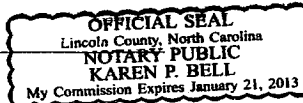
Stephanie Czechowicz (SEAL)
Stephanie Czechowicz

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I, KAREN P. BELL, Notary Public, certify that Keith B. Hammett, personally came before me this day and acknowledged that he is President, of Hammett Construction Co., Inc., a North Carolina 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 the 12th day of November, 2009.

My Commission Expires: Karen P. Bell
Notary Public



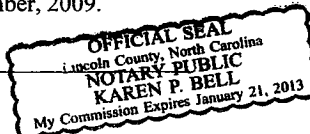
STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, KAREN P. BELL, Notary Public, certify that Keith B. Hammett, personally came before me this day and acknowledged that he is President, of Hamconco, Inc., a North Carolina 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 the 12th day of November, 2009.

My Commission Expires: Karen P. Bell
Notary Public



STATE OF NORTH CAROLINA

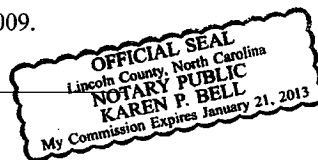
COUNTY OF LINCOLN

I, KAREN P. BELL, Notary Public, certify that Christopher Jerome Siler, personally came before me this day and acknowledged that he is President, of Wynsor Homes, Inc., a North Carolina 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 the 12th day of November, 2009.

My Commission Expires:

Karen P. Bell
Notary Public



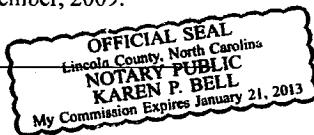
STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Keith V. Estes, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 12th day of November, 2009.

My Commission Expires:

Karen P. Bell
Notary Public



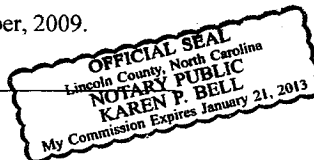
STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I, KAREN P. BELL, a Notary Public of Lincoln County and State aforesaid, do hereby certify that **KEITH V. ESTES, Attorney-In-Fact for Camille B. Estes (f/k/a Kimberly Camille Estes)**, personally appeared before me this date and being by me duly sworn, says that she executed the foregoing instrument for and in behalf of **Camille B. Estes**, and that the authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of **Lincoln** County in Book **1941**, Page **711**, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney; that the said **Keith V. Estes** acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said **Camille B. Estes**.

Witness my hand and official seal, this the 12th day of November, 2009.

My Commission Expires:

Karen P. Bell
Notary Public



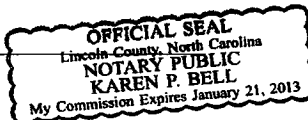
STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Stephanie Szechowicz, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 12th day of November, 2009.

My Commission Expires:

Karen P. Bell



BK 2570 PG 749 - 752 (4) DOC# 543934
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Fee: \$26.00 DocType: ADMT Tax: \$0.00
Lincoln County, North Carolina
Danny R. Hester, Register of Deeds

STATE OF NORTH CAROLINA SECOND AMENDMENT TO
COUNTY OF LINCOLN RESTRICTIVE COVENANTS
FOR THE HAVEN

THIS SECOND AMENDMENT TO RESTRICTIVE COVENANTS FOR THE HAVEN (the "Second Amendment") is made this 29 day of January, 2016, by Bonterra Builders, LLC, (the "Declarant" and/or "Current Developer") and The Haven Property Owners Association, Inc. (the "Association").

RECITALS

WHEREAS, Hammett Construction Co., Inc., a North Carolina Corporation, (the "Original Developer"), and all homeowner's of record at time of execution, executed and recorded that certain Amendment To Restrictive Covenants For The Haven, recorded in Book 2160, Page 263, Lincoln County Register of Deeds (the "Amended Declaration") with respect to certain real property collectively referred to as The Haven, and further described in Plat Book 15, Pages 52-55, and as amended in Plat Book 16, Page 75, Lincoln County Register of Deeds (the "Property" and/or "The Haven");

WHEREAS, the Original Developer sold all remaining lots located on the Property to the Current Developer through a General Warranty Deed recorded in Book 2461, Page 727, Lincoln County Register of Deeds;

WHEREAS, the Original Developer assigned all Special Declarant and Developer rights in the Property to the Current Developer through an Assignment Of Special Declarant and/or Developer Rights Under Restrictive Covenants For The Haven, recorded in Book 2461, Page 737, Lincoln County Register of Deeds;

WHEREAS, the Current Developer desires to amend the Amended Restrictions with respect to the Architectural Guidelines, as acting member of the Architectural Review Committee, and has requested the homeowners of The Haven to join in the Amendment in an effort to provide clarity and consistency within The Haven;

WHEREAS, pursuant to ARTICLE V, The Haven Property Owners Association, of the Declaration, a Special Meeting may be called by the President so long as ten (10) days notice has been provided to all lot owner's in The Haven to allow vote in favor of, or against, any amendments to the Amended Declaration;

WHEREAS, proper notice was provided to all lot owner's of The Haven for the Special Meeting held to discuss these amendments, and at such meeting a quorum was present, with a majority of the lot owner's voting in favor the below amendments;

NOW THEREFORE, the Declarant, with The Association joining in, amends the Declaration as follows:

1. The foregoing recitals are true and incorporated herein. Unless otherwise defined herein, all capitalized terms in this Second Amendment shall have the respective meanings ascribed to them in the Amended Declaration.
2. ARTICLE IV, ARCHITECTURAL GUIDELINES AND USE RESTRICTIONS, Section 5, Initial Guidelines, (f), shall be deleted in it's entirety and reserved for future amendments.
3. ARTICLE IV, ARCHITECTURAL GUIDELINES AND USE RESTRICTIONS, Section 5, Initial Guidelines, (i), shall be deleted and replaced with the following provision:
 - a. "(i) the roof pitch shall be no flatter than a minimum of 8/10. However, the porches may be of a lesser pitch as approved by the Current Developer."
4. ARTICLE IV, ARCHITECTURAL GUIDELINES AND USE RESTRICTIONS, Section 5, Initial Guidelines, (p) shall be added to include the following:
 - a. "(p) No portion of any building erected on any property shall have exposed concrete blocks on the exterior. The materials for the front of each home shall consist of brick, stucco, stone, or a combination thereof, as well as a one (1) foot return on each side for all plans that are compatible with said return without resulting in having to change the foundation materials originally included within the home plans , with the exception of dormers, gables, doors, windows, and shutters. The materials for all sides and the rear of each building shall be lap/hardboard siding, brick, stone, or a combination of thereof.
5. ARTICLE X, SETBACKS AND UNINTENTIONAL VIOLATIONS, shall be deleted and replaced with the following provision:
 - a. No building or any part thereof, structure, outbuilding or appurtenances of any nature shall be located on any lot nearer to the front line or nearer to the side street than the minimum building setback line shown on the recorded plat, on which setback no part of any residence or any other structure or building shall be constructed, excluding any open porches which are appurtenant to such residence. In addition to complying with the minimum building setback lines, the Current Developer, and any builders acting on behalf thereof, shall make all reasonable efforts, consistent with industry standards and the purchasing lot owner's wishes, to setback each home in manner consistent with the

neighboring homes in The Haven. For example, by way of illustration, and not limitation, if a neighboring home is set back twenty (20) feet from the road, but is only required to be fifteen (15) feet from the road, per the required setback lines, the Current Developer will make all reasonable efforts to ensure the new home is setback twenty (20) feet from the road, so long as this does not conflict with the new homeowner's wishes (i.e. requesting there be room for the installation of the pool , a larger deck, etc.).

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the aforesaid Declaration shall remain as stated. This agreement may be signed in counterparts.

IN WITNESS WHEREOF, Bonterra Builders, LLC, has caused this Second Amendment to the Restrictive Covenants For The Haven to be executed this 29 day of January, 2016.

Bonterra Builders, LLC

Jeremy Wethington
By: Jeremy Wethington
Manager, Land Development

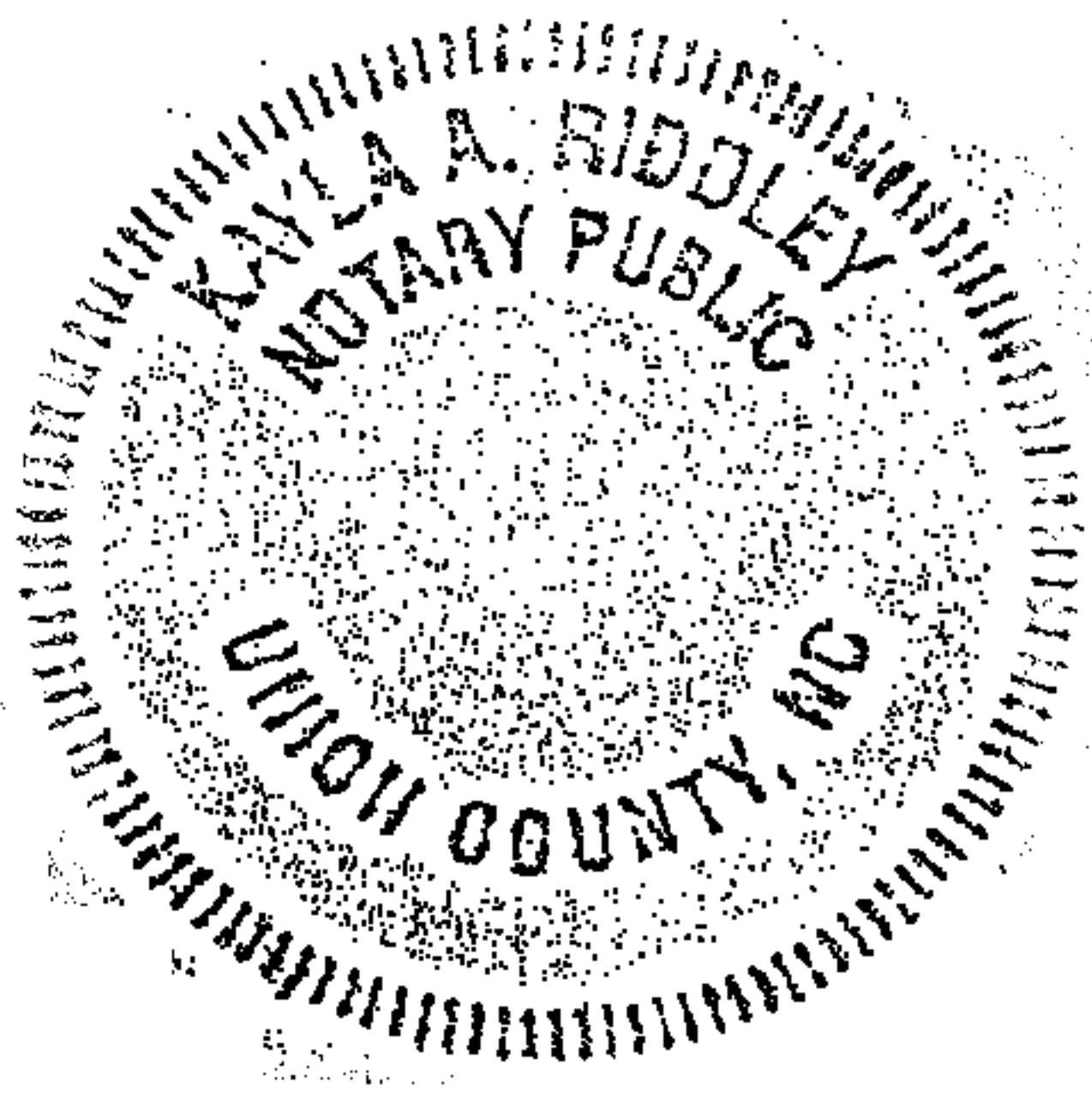
I, Kayla A. Riddley, Notary Public in and for said County and State, certify that Jeremy Wethington personally came before me this day and acknowledged that he/she is the manager of land development at Bonterra Builders North Carolina Limited Liability Company, and that he/she, as Manager being authorized to do so, execute the foregoing instrument on behalf of the company for the purposes therein expressed. Witness my hand and official seal , this the 29th day of January, 2016

My commission expires 6/24/2019

Kayla A. Riddley
Notary Public

[NOTARY SEAL]

REMAINING SIGNATURE ON FOLLOWING PAGE



IN WITNESS WHEREOF, The Haven Property Owners Association, Inc., has caused this Second Amendment to the Restrictive Covenants For The Haven to be executed this ___ day of January, 2016.

The Haven Property Owners Association, Inc.

THOMAS J. FRANCIS
By: Ilan Stein
President

NOTARY BLOCK ON FOLLOWING PAGE

I, Michael L Price, Notary Public in and for said County and State, certify that Thomas James Francis personally came before me this day and acknowledged that he/she is the President of The Haven Property Owner Asso. a nonprofit corporation, and that he/she, as President, being authorized to do so, execute the foregoing instrument on behalf of the company for the purposes therein expressed. Witness my hand and official seal, this the 16 day of Feb, 2016

My commission expires Feb 7, 2023

Michael L Price
Notary Public

[NOTARY SEAL]

