

FOR REGISTRATION REGISTER OF DEEDS  
JUDY D. MARTIN  
MOORE COUNTY, NC  
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
dated July 30, 2004

THE FIELDS

Prepared By: John M. May, Attorney at Law, Pinehurst, NC 28374

113.00

ORIGINAL

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** for **The Fields** (as may be amended or supplemented as set forth herein, (the "Declaration") is made this 30 day of July, 2004 by **The Fields Development Company, LLC**, a North Carolina limited liability company, whose address is PO Box 5883, Pinehurst, NC 28374 (the "Declarant").

WITNESSETH:

A. Declarant is the owner and developer of certain real estate in Moore County, North Carolina, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property" or "Subdivision"); and

B. Declarant is developing the Property known as "**The Fields**" by subdividing it into "Lots" that are to be used for residential by individuals interested in equestrian property purposes as well as common real estate and improvements that are to be owned by a homeowners association to which the Owner of a Lot must belong and pay lien-supported maintenance assessments; and

C. At the time of the conveyance of a Lot to an Owner, the Declarant intends to make available the common amenities on the Property, if any, as they are built, and, at or prior to the time of completed development, the entire Property, excluding the Lots and dedicated streets, if any, shall be conveyed without cost or charge to the Association.

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**THEREFORE**, the Declarant hereby declares that all of the Lots and Common Areas (defined below) located within the Subdivision are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of said Lots. All of these restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable in and to the Property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any of the Property.

**ARTICLE I**

**DEFINITIONS**

**Section 1.1** "Annual Organizational Board Meeting" means the annual organizational board meeting of the Board, which shall take place immediately after each Annual Meeting of the Members.

Section 1.2        "Annual Meeting" means the annual meeting of the Members held in Moore County, North Carolina, within the last quarter of each calendar year, upon proper notice, at a date, time and at a place from time to time designated by the Board. The first Annual Meeting of the Members shall be held within one (1) year from the date of Organization on such date, as the initial Board shall determine.

Section 1.3        "Articles" or "Articles of Incorporation" shall mean those articles, filed with the Secretary of State of North Carolina, incorporating The Fields Homeowners Association, Inc., as a nonprofit company under the provisions of North Carolina State law, as the same may be amended from time to time.

Section 1.4        "Assessments" means Regular Assessments, Special Assessments, Working Capital Assessments, Individual Assessments and Fine Assessments.

Section 1.5        "Association" shall mean and refer to THE FIELDS HOMEOWNERS ASSOCIATION, INC., to be formed as a non-profit corporation, its successors and assigns.

Section 1.6        "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.7        "Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time.

Section 1.8        "Class A Members" shall mean as defined in Section 4.5.1 below.

Section 1.9        "Class B Members" shall mean as defined in Section 4.5.2 below.

Section 1.10       "Constituent Documents" shall mean the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations, if any, and any other basic documents used to create and govern the Subdivision.

Section 1.11       "Common Areas" shall mean all the real estate [including, if any, retention ponds, storm drainage improvements, entrance signage, streets (including any dedicated streets prior to their acceptance for public maintenance) and all landscaping and other improvements thereon] owned by the Association for the common use and enjoyment of the Owners. Common Areas shall include, but not be limited to, Equestrian Easements, Recreational Facilities, and parcels designated on the Subdivision plat as "Equestrian Area," "Common Area" or reserved as an access drive or private street.

Section 1.12       "Common Expenses" shall mean, refer to, and include all charges, costs and expenses incurred by the Association for and in connection with the administration of the Subdivision, including, without limitation thereof, operation of the Subdivision, maintenance, repair, replacement and restoration (to the extent not covered by insurance) of the Common Areas; the costs of any additions and alterations thereto; all labor, services, common utilities, materials, supplies, and equipment therefor; all liability for loss or damage arising out of or in

connection with the Common Areas and their use; all premiums for hazard, liability and other insurance with respect to the Subdivision; all costs incurred in acquiring a Lot pursuant to judicial sale; and all administrative, accounting, legal, and managerial expenses. "Common Expenses" shall also include the cost of operation, maintenance, improvement, and replacement of any Recreational Facilities, including establishing reserves therefore. "Common Expenses" shall also include amounts incurred in replacing, or substantially repairing, capital improvements within the Common Areas of the Subdivision, including, but not limited to private road and parking lot resurfacing. "Common Expenses" shall also include all reserve funds or other funds established by the Association. "Common Expenses" shall be construed broadly.

Section 1.13 "Declarant" shall mean and refer to The Fields Development Company, LLC, a North Carolina limited liability company, its successors and assigns, as a Declarant.

Section 1.14 "Default" shall mean any violation or breach of, or any failure to comply with, the Restrictions, this Declaration or any other Constituent Documents.

Section 1.15 "Development Period" means the period commencing on the date on which this Declaration is recorded in the Moore County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns a Lot in the Subdivision; (ii) the date that Declarant relinquishes in writing Declarant's right to appoint Directors; or (iii) the occurrence of the date ten (10) years from the date of recording the Declaration, renewable for an additional ten (10) year period with the consent of a majority of Lot Owners other than the Declarant.

Section 1.16 "Dwelling Unit" shall mean and refer to the individual family living unit on an individual Lot.

Section 1.17 "Equestrian Easement" shall mean and refer to the easements so identified on the recorded plat(s) of the Subdivision that are to be used solely by horses, horse-drawn carriages, and their riders.

Section 1.18 "Fine Assessment" means the charge established by Section 5.5.2 of this Declaration.

Section 1.19 "Individual Assessment" means the charge established by Section 5.4 of this Declaration.

Section 1.20 "Lot" shall mean and refer to any parcel of land designated on the Plat upon which a Dwelling Unit has been or is to be constructed. The Declarant has initially created \_\_\_\_\_ (\_\_\_\_) Lots in the Subdivision and has the right to establish additional Lots in accordance with the terms of this Declaration.

Section 1.21 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV below.

Section 1.22 "Owner" shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of a fee simple title to any Lot located within the Subdivision.

Section 1.23 "Plat" shall mean and refer to the record plat of the Subdivision recorded by Declarant, as the same may be amended or supplemented by Declarant from time to time.

Section 1.24 "Planned Community Act" shall mean and refer to the North Carolina Planned Community Act, currently codified as Chapter 47F of the North Carolina General Statutes, as the same may be amended from time to time.

Section 1.25 "Property" or "Subdivision" shall mean and refer to that certain real estate described in Exhibit A and all other real estate that may be annexed into this Declaration and the Association by the Declarant.

Section 1.26 "Recreational Facilities" shall mean and refer to the common community and recreational facilities located upon the property designated as "Tract \_\_\_\_" on the Plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_, including, but not limited to, the related grounds, landscaping and improvements located, or to be located thereon.

Section 1.27 "Regular Assessment" means the charge established by Article V of this Declaration.

Section 1.28 "Resident" shall mean and refer to any person, not an Owner, living in the Owner's Dwelling Unit, including, but not limited to, temporary guests and Tenants.

Section 1.29 "Restrictions" shall mean all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, all notices, rules and regulations issued in accordance with this Declaration.

Section 1.30 "Rules and Regulations" shall mean and include the rules and regulations made from time to time by the Board of Directors as provided in Section 4.3 below.

Section 1.31 "Special Assessment" means the charge established by Section 5.2 of this Declaration

Section 1.32 "Tenant" means any person occupying any Lot pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

Section 1.33 "Working Capital Assessment" means the charge established by Section 5.3 of this Declaration.

When applicable for the sense of this instrument, the singular should be read as including the plural and the male, female, and neuter pronouns and adjectives should be read as

interchangeable.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The Property, each portion thereof, and all Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgage and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

## ARTICLE III

### PROPERTY RIGHTS IN COMMON AREAS

Section 3.1 Owner's Easements of Enjoyment. Except as herein otherwise provided, each Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to his Lot. Each Tenant shall have a non-transferable right to use and enjoy the Common Areas, if any, which right shall terminate when such person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

3.1.1 The right of the Board to suspend the right of any Owner or the privilege of any Resident to use such of the Common Areas that are recreational in nature as determined by the Board for any infraction of the Rules and Regulations relating to the Common Areas for a period not to exceed sixty (60) days for each such infraction, or for any non-payment or delinquency of the Assessments against such Owner's Lot for a period not to exceed the period of such non-payment or delinquency;

3.1.2 The right of the Board to adopt and enforce and from time to time amend reasonable limitations upon use and Rules and Regulations pertaining to the use of the Common Areas, including regulations limiting guests of Owners and Tenants who may use the Common Areas at any one time;

3.1.3 All applicable provisions of valid easements and/or agreements of the Association relating to the Common Areas;

3.1.4 The right of the Association to grant permits, licenses and public or private easements over Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; or

Section 3.2 Extension of Use. Any Owner may extend his right of enjoyment to the Common Areas to the immediate and/or extended members of his family, his Tenants, guests or contract purchasers of the Owner's Lot.

Section 3.3      Title to Common Areas. The Declarant shall convey by deed all Common Areas to the Association in fee simple absolute no later than after the final platting of all Lots in the Subdivision. Any such conveyance shall be subject to taxes for the year of conveyance, and to restrictions, conditions, limitations and easements of record.

Section 3.4      Use of Common Areas by Declarant. In addition to the specific rights and easements reserved herein, Declarant and its affiliates and associates shall have the same rights of use and enjoyment of the Common Areas as the Class A Members during the Development Period, and shall have the same right to use Common Areas for promotional, sales and similar purposes until all of the Lots have been sold.

## ARTICLE IV

### HOMEOWNERS ASSOCIATION

Section 4.1      Homeowners Association. There is has been created a North Carolina non-profit corporation, known as The Fields Homeowners Association, Inc., which shall be responsible for the maintenance, management and control of the Common Areas and upon each Lot and Dwelling Unit as more specifically set forth in this Declaration.

Section 4.2      Board of Directors and Officers. The Board of Directors, and such officers as the may elected or appointed in accordance with the Articles or the Bylaws, shall conduct the affairs of the Association. The Board of Directors may also appoint committees and managers or other employees and agents who shall, subject to the general direction of the Board of Directors, be responsible for the day-to-day operation of the Association.

Section 4.3      Rules and Regulations. By a majority vote of the Board of Directors, the Association may, from time to time adopt, amend and repeal Rules and Regulations with respect to all aspects of the Association's rights, activities and duties under this Declaration. The Rules and Regulations may, without limitation, govern use of the Subdivision, including prohibiting, restricting or imposing charges for the use of any portion of the Subdivision by Owners, Residents or others, interpret this Declaration or establish procedures for operation of the Association or the administration of this Declaration; provided, however, that the Rules and Regulations shall not be inconsistent with this Declaration, the Articles or the Bylaws. A copy of the Rules and Regulations, as they may from time to time be adopted, amended or repealed, shall be maintained in the office of the Association and shall be available to each Owner upon request.

Section 4.4      Membership of Association. Every Owner of a Lot shall be a Member of the Association. Such Owner and Member shall abide by the Association's Rules and Regulations, shall pay the Assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's governing body. Conveyance of fee simple title to a Lot automatically transfers membership in the Association without necessity of further documents. Membership shall be appurtenant to and may not be separated from ownership of

any Lot that is subject to Assessment.

Section 4.5      Classes of Membership. The Association shall have two (2) classes of Membership:

4.5.1      Class A Members. Every person, group of persons, or entity which is a record Owner of a fee interest in any Lot upon which a Dwelling Unit has been erected within the Property, shall automatically be a Class A Member of the Association except the Declarant during the Development Period; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class A Membership shall be appurtenant to and may not be separated from ownership of any Lot upon which a Dwelling Unit has been constructed that is subject to Assessment. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record Owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot portion shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

4.5.2      Class B Members. The Class B Member during the Development Period shall be the Declarant. The Class B Membership shall cease and be converted to Class A membership upon the expiration of the Development Period.

4.5.3.      Voting. Each Member shall have one vote with respect to each Lot owned by such Member, but a Class A Member shall not be entitled to exercise any vote until the expiration of the Development Period.

Section 4.6      Maintenance Obligations of the Association. The Association, at its expense, shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas and all improvements located thereon for the common benefit of the Subdivision. This shall include, without limitation, the maintenance, repair, replacement and painting of the following landscaping and improvements (to the extent that such improvements or landscaping are located upon or constitute Common Areas): (a) all private roadways, driveways, pavement, walkways and uncovered parking spaces; (b) all lawns, trees, grass and landscape areas, shrubs and fences, except as otherwise set forth hereinbelow; (c) the Recreational Facilities; (d) all conduits, ducts, utility pipes, plumbing, wiring and other facilities which are part of or located in, or for the furnishing of utility services to, the Common Areas and which are not for the exclusive use of a single Dwelling Unit.

The Association shall make the determination as to when maintenance, repair, replacement and care shall be done, and its determination shall be binding. Declarant shall have the right to employ a manager to oversee and implement the Association's maintenance obligations, and any such management fees incurred thereby shall be paid by the Association. The Association shall also perform the other duties prescribed by this instrument or the



Association's Rules and Regulations.

Section 4.7      Maintenance Obligation of the Lot Owners. The responsibilities of each Lot Owner shall include:

4.7.1      To clean, maintain, keep in good order, repair and replace at his or her expense all portions of his or her Lot and Dwelling Unit. Any repair, replacement and maintenance work to be done by an Owner must comply with any Rules and Regulations of the Association including architectural control and visual harmony.

4.7.2      To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the Subdivision.

4.7.3      Not to paint or otherwise alter, decorate or change the appearance of any exterior portion of his Dwelling Unit, without the written consent of the Association.

4.7.4      Not to impair the use of any easement without first obtaining the written consents of the Association and of the Owner or Owners for whose benefit such easements exists.

4.7.5      Each Lot Owner shall be deemed to agree by acceptance of delivery of a deed to a Lot, to repair and/or replace at his or her expense all portions of the Common Areas which may be damaged or destroyed by reason of his or her own intentional or negligent act or omission, or by the intentional or negligent act or omission of any invitee, tenant, licensee family member, including, but not limited to any repairs necessary which result from damage incurred by horses, farm animals, pets or vehicles owned by the Lot Owner, or owned by any guest, invitee, Tenant or licensee of such Lot Owner. To the extent that any Common Area is damaged as an insurable loss and the proceeds from the Association's insurance policy are utilized to pay for the loss, the Owner shall be responsible for payment of the deductible as an Individual Assessment in accordance with Section 5.4 and Section 7.7 below.

Section 4.8      Construction Defects. The obligations of the Association and of Owners to repair, maintain and replace the portions of the Subdivision for which they are respectively responsible shall not be limited, discharged or unreasonably postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in materials or workmanship in the construction of the project. The undertaking of repair, maintenance or replacement by the Association or Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved. Likewise, this Section 4.8 is not intended to work for the benefit of the person or entity responsible for the construction defect. Also, performance by Association may be delayed if Association does not have the means or the funds to repair the defect or if by repairing the defect, Association would be compromising the right to sue to have the defect corrected and/or to collect damages caused by the defect.

Section 4.9      Effect of Insurance or Construction Guarantees. Notwithstanding the

fact that the Association and/or any Lot Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantee or insurance coverage shall not excuse any unreasonable delay by the Association or any Lot Owner in performing his obligation hereunder. Likewise, this Section 4.9 is not intended to work for the benefit of the person or entity responsible for the construction defect. Also, performance by Association may be delayed if Association does not have the means or the funds to repair the defect or if, by repairing the defect, the Association would be compromising the right to sue to have the defect corrected and/or to collect damages caused by the defect.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

Section 5.1      Regular Assessments. Regular Assessments for the payment of the Common Expenses shall be made in the manner provided herein, and in the manner provided in the Bylaws. The Regular Assessment is established for the benefit and use of the Association and shall be used in covering all of the Common Expenses.

Section 5.2      Special Assessment. In addition to levying Regular Assessments, and to the extent that the reserve fund is insufficient, the Board of Directors may levy Special Assessments to construct, structurally alter, or replace improvements which are a part of the Common Areas, provided that funds shall not be assessed for any capital improvement in excess of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) for any one item or in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) in the aggregate in any one calendar year ("Capital Expenditure Limit") without the prior written consent of two-thirds (2/3) of the votes of each Class of Members who are voting either in person or by proxy at a meeting duly called for such purpose or unless expressly stated in the annual budget. The Board of Directors shall have the authority to adjust the Capital Expenditure Limit annually to account for inflation, which adjustment shall be effective each January (hereinafter referred to as the "Adjustment Date") commencing January 1 of the next year following the year during which the sale of the first Lot by Declarant. As of each Adjustment Date, the Capital Expenditure Limit shall be increased from the Capital Expenditure Limit on the date of this Declaration ("Effective Date") by a percentage equal to the percentage increase, if any, in the Consumer Price Index, All Urban Consumers ("CPI-U"), (1982-1984=100), All Items, as compiled and published by the Bureau of Labor Statistics, U.S. Department of Labor ("DOL") from the Effective Date to the Adjustment Date. If after the date of this Declaration the CPI is converted to a different standard reference base or otherwise revised or ceases to be available, the determination of any new amount shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by any other nationally recognized publisher or similar statistical information reflected by the Board. Until the expiration of the Development Period or the date on which Declarant no longer owns a Lot, whichever is earlier, Declarant shall be one of the consenting Members, or the capital improvement shall not be made. The Board of Directors shall calculate each Lot's proportionate share of the Special Assessment for the capital improvements, and shall give the Lot Owner(s) written notice of the proportionate share and of the date(s) that the Special Assessment is due and payable. Notwithstanding the foregoing, Declarant shall have no

obligations to pay any Special Assessment with respect to any Lot owned by it unless there is a Dwelling Unit located upon the Lot that is occupied as a residence.

Section 5.3      Working Capital Assessment. Upon the initial transfer of record of the Lot from the Declarant (or successor declarant or designated declarant) to the Lot Owner (other than a successor declarant or designated declarant), the purchaser is required to pay a sum equal to two (2) full months of the Regular Assessment due on his or her Lot as his or her initial contribution to the working capital of the Association. This sum is not an advance payment of the monthly Regular Assessment; rather the sum is allocated to a working capital fund to meet unforeseen expenditures and operating expenses or to purchase any additional equipment or services. While the Declarant is in control of the Association, it cannot use any of the working capital funds to defray its expenses, reserve contributions, or construction costs. When control of the Association is transferred to the Lot Owners, the working capital fund shall be transferred to the Association for deposit to a segregated fund. After control of the Association is transferred to the Lot Owners the Declarant shall be responsible to collect the initial contribution to the working capital account and forward such funds to the Association. Additionally, at the closing, each purchaser of a Lot is required to pay a pro-rata share of the Regular Assessment due in the month of closing.

Section 5.4      Individual Assessment. In the event that the need for maintenance, repair or replacement of any improvement on the Property, for which the Association has the maintenance, repair and/or replacement obligation, is caused through the willful or negligent act of an Owner, his family, his pet(s), or a Resident, the cost of such maintenance, repairs or replacements shall be paid by such Owner. The Board shall have the maintenance, repair or replacement done and the cost thereof shall be provided by the Board to said Owner and shall be paid by said Owner within thirty (30) days thereafter, unless an earlier date is otherwise set forth herein.

Section 5.5      Date of Commencement of Assessments; Due Dates; Determination of Regular Assessments; Fine Assessments.

5.5.1      The monthly Regular Assessment provided for herein shall commence as to each Owner of a Lot, except Declarant, on the first day following the initial conveyance of the Dwelling Unit to the Owner and shall be adjusted according to the number of days remaining in the month. The Declarant, its successors and assigns, shall not be required to pay the Regular Assessment for any Lot which it owns until such time as Declarant transfers the Lot to a third party. The Board of Directors shall fix the amount of the monthly Regular Assessment to be paid by each Class A Member against each Lot at the beginning of each calendar year. Written notice of the monthly Regular Assessment shall be sent to every Class A Member subject thereto. The Board of Directors shall establish the due dates.

5.5.2      The Board of Directors, or an adjudicatory panel established by the Board of Directors, may levy a reasonable Fine Assessment, as a fine or penalty for violation of this Declaration, all in accordance with the Planned Community Act. A lien may be filed for this Fine Assessment and this Fine Assessment may be enforced by foreclosure and otherwise treated as a Regular Assessment.

5.5.3 Both Regular and Special Assessments for a Lot Owner shall be determined by the Association based upon the proportion that each Lot bears to the aggregate number of Lots located on the Property, except those owned by Declarant which are not assessed in accordance with Section 5.5.1 above. The Association's governing body may, at its discretion, waive the Regular Assessment for any year or part of a year for any Lot not occupied as a residence.

Section 5.6 Billing. The Association shall inform each Lot Owner of the amount of the total Regular Assessment due from the Owner of that particular Lot. This Regular Assessment may be paid in monthly installments or as otherwise required by the Association. The Owner of each Lot must pay his Lot's required Regular Assessment in advance on the first calendar day of each month, unless the Association otherwise directs. Payment is to be made to such person at such an address as Association determines. Special Assessments are due thirty (30) days after the bill for the Special Assessment has been mailed or otherwise sent out by Association, unless the Association otherwise directs. The Owners of the initial Lots in the Subdivision, except Declarant, shall be obligated to begin paying the Regular Assessment as of the first day of the initial conveyance of the Lot from Declarant to the Owner. If the Subdivision is expanded and additional Lots are brought into the Subdivision during a given Assessment year, those additional Lots shall begin paying the Regular Assessment on the first day of the initial conveyance of the Lot from Declarant to the Owner.

Section 5.7 Common Surplus. If the Regular Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion (a) return each Owner's share of the Common Surplus; (b) credit each Owner's share of the Common Surplus to each Owner's payment as for the Regular Assessment for the following year; or (c) apply the Common Surplus to the reserve.

Section 5.8 Assessment Certificate. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for Assessments a certificate in writing signed by an Officer or other authorized agent of the Association, setting forth the status of said Assessments; i.e., "current", and if not current, "delinquent" and the amount due. Such certificate shall be conclusive evidence of the payment of any Assessment therein stated to have been paid. A reasonable charge to cover labor and materials may be made in advance by the Association for each certificate.

Section 5.9 Books and Records of the Association. The Association shall keep full and correct books of account. The Association shall make available to all Lot Owners and the holders of all first mortgages on Lots, current copies of the books, records and financial statements of the Association upon reasonable request during normal business hours. All funds collected by the Association shall be held and expended solely for the purposes designated by this Declaration and shall be deemed to be held for the use, benefit and account of the Association and all of the Lot Owners. All books and records must be kept in accordance with good accounting procedures and must be reviewed at least once a year by an independent accounting firm.

Section 5.10 Non-Payment of Assessment. Any Assessments levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest and other costs as set out elsewhere in this Declaration, thereupon become a continuing lien upon the Lot which shall bind the Lot in the hands of the then Owner and the Owner's successors and assigns.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest at a reasonable rate of ten percent (10%) per year or at such other reasonable rate set by Association in its minutes, not to exceed the maximum amount allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each Assessment. No Owner may waive or otherwise escape liability for the Assessments by non-use or waiver of use of the Common Areas or by abandonment of his Lot.

Section 5.11 Priority of Association Lien. The lien provided for in this Article V shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide mortgages which have been filed of record before a claim of this lien hereunder has been docketed in the office of the clerk of superior court in Moore County, and may be foreclosed in the same manner as a mortgage on real property under power of sale in an action brought by the Association in accordance with the Planned Community Act. The Association is entitled to recover its reasonable attorneys' fees and court costs and collection costs, as part of the lien. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

Section 5.12 Disputes as to Common Expenses; Adjustments. Any Owner who believes that the portion of Common Expenses chargeable to his Lot, for which an assessment lien has been filed by the Association, has been improperly charged against his or her Lot, may bring action in an appropriate court of law.

Section 5.13 Purchaser at Foreclosure Sale Subject to Declaration, Bylaws, Rules and Regulations of the Association. Any purchaser of a Lot at a foreclosure sale shall automatically become a Member of the Association and shall be subject to all the provisions of this Declaration, the Bylaws and the Rules and Regulations.

Section 5.14 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. When the holder of a first mortgage or first deed of trust of record or other purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage first deed of trust or by deed in lieu of foreclosure, such acquirer of title, his, her or its successors and assigns, shall not be solely liable for the share of the Common Expenses or other Assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to the Lot by such acquirer, other than Assessments for which a claim of lien has been docketed with the Moore County clerk of superior court prior to the recordation of the lien being foreclosed. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Lots, including that of such acquirer, his, her or its successors or

assigns. This provision shall not relieve the party acquiring title or any subsequent Owner of the subject Lot from paying future Assessments.

Section 5.15      Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Lot, any grantee or his or her first mortgagee shall inform the Board of Directors in writing of such contemplated conveyance and such grantee or first mortgagee shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of all unpaid Assessments (including current Assessments) against the grantor due the Association. Neither the grantee nor the mortgagee shall be personally obligated for any delinquent Assessments, but such delinquent Assessments, along with interest, late charges, costs and reasonable attorneys fees shall be a lien against the Lot in accordance with Section 5.10 and Section 5.11 herein.

Section 5.16      Late Charge. The Association may impose a charge against any Lot Owner who fails to pay any amount assessed by the Association against his Lot within ten (10) days after such Assessments are due and payable and who fails to exercise his rights under this Declaration or under the laws of the State of North Carolina to successfully contest such Assessment. The amount of the late charge shall be the greater of (a) Twenty Dollars (\$20.00), or (b) twenty percent (20%) of the delinquent amount, or such other amount as may be determined by the Association from time to time. Additionally, if a Lot Owner shall be in Default in payment of an installment upon an assessment or of a single monthly assessment, the Association has the right to accelerate all monthly Assessments remaining due in the current fiscal year. The total of such Assessments, together with the delinquent Assessments shall then be due and payable by the Lot Owner no later than ten (10) days after the delivery of written notice of such acceleration to the Lot Owner or twenty (20) days after mailing of such notice to him by certified mail, whichever occurs first. If such acceleration amount is not paid by the due date, the above-described late charge may be imposed on the part of such accelerated amount not paid by the due date.

Section 5.17      Miscellaneous.

5.17.1      The Association may change the interest rate due on delinquent Assessments (including any late charges), except that the rate cannot be changed more often than once every six (6) months. As of its effective date, the new interest rate will apply to all Assessments then delinquent.

5.17.2      The Owner has the sole responsibility of keeping the Association informed of the Owner's current address if different from the Lot owned. Otherwise notice sent by Association to the Lot is sufficient for any notice requirement under this Declaration.

5.17.3      The lien under this Article V arises automatically, and no notice of lien need be recorded to make the lien effective.

5.17.4      The Assessment lien includes all collection costs, including demand letters, preparation of documents, reasonable attorneys' fees, court costs, filing fees, collection fees, and any other expenses incurred by the Association in enforcing or

collecting the Assessment.

5.17.5 Any Assessment otherwise payable in installments shall become immediately due and payable in full without notice upon Default in the payment of any installment. The acceleration shall be at the discretion of the Board.

5.17.6 No Owner of a Lot may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his or her Lot.

5.17.7 This Section 5.17 applies to every type of Assessment.

## ARTICLE VI EASEMENTS AND ENCUMBRANCES

**Section 6.1** Easement for Encroachments. The Dwelling Units, all utility lines, and all other improvements as originally constructed by or on behalf of Declarant or its assigns shall have an easement to encroach upon any setback, Lot or Common Area as a result of the location of the building, utility lines and other improvements across boundary lines between and along Lots and/or the Common Areas, or as a result of building or improvement movement or alterations or additions from time to time, provided that such alterations or additions have complied with the requirements of this Declaration.

**Section 6.2** Lot's Utility Easements. Easements are granted in favor of each Lot Owner to and throughout the Common Areas and, if necessary, the setback areas of any other Lots, as may be necessary for the installation, maintenance, repair and use of underground telephone, power and other utilities and services including power and communication, now or hereafter existing, including maintaining, repairing and replacing any pipes, wires, ducts, conduits, equipment, fixtures, utility, power or communication lines or equipment, or other components. The foregoing notwithstanding, no Lot Owner (other than Declarant) may exercise the easement rights reserved in this Section 6.2 without the prior written approval of the Board as described in Section 6.6 below and the Declarant, so long as it owns a Lot in the Subdivision.

**Section 6.3** Utility Easements. Easements are reserved and/or granted hereby in favor of the Declarant and/or the Association through each Lot (provided that such easements shall not materially and unreasonably interfere with the use of any dwelling located upon any Lot) and the Common Areas for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, equipment, fixtures, utility, power or communication lines or equipment, or other components throughout the Common Areas. Without limiting any other provision in this Article 6, it is understood that Declarant's easement rights reserved herein may be utilized for the benefit of property within or outside of the Subdivision. Each Lot Owner and/or his respective mortgagee by acceptance of a deed conveying such ownership interest and each mortgagee encumbering such ownership interest, as the case may be, hereby irrevocably appoint Declarant, or the Association, as the case may be, as his attorney in fact, coupled with an interest, and authorize, direct and empower such attorney, at the option of the attorney, to execute, acknowledge and record for and in the name of such Lot Owner and his mortgagee,

such easements or other instruments as may be necessary to effect the purpose of this Section 6.3. The easements may be assigned and/or granted by the Declarant and/or the Association to any utility or service company.

Section 6.4 Equestrian Easement. The Declarant hereby grants and conveys to each and every Owner and to the Owners of each Lot or Tract subdivided from the Additional Property, if any, which later becomes a part of The Fields as hereinafter provided, the perpetual nonexclusive right of access, ingress, egress and regress over the Equestrian Easements shown on the recorded plat of the Subdivision and on the recorded plat(s) of any additional property, if any, including those Equestrian Easements, if any, previously granted to the Declarant subject to the restriction on the use of the Equestrian Easements to horses, horse-drawn carriages, and riders, and individuals walking or jogging. Without limiting the generality of the foregoing, four-wheel vehicles, three-wheel vehicles, go-carts, bicycles, motorcycles, or similar vehicles may not use the Equestrian Easements.

Section 6.5 General Easements. An easement is hereby reserved and/or granted in favor of the Declarant and/or the Association in, on, over and through the Common Areas, the Lots and/or Dwelling Units for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, policing, replacing and otherwise dealing with the Common Areas, Lots and/or Dwelling Units, including all improvements thereon as required or permitted by the Constituent Documents or applicable law. An easement is hereby reserved in favor of Declarant over the Common Areas for the purpose of advertising or promoting sales of Lots.

Section 6.6 Access Easement. Appurtenant to each Lot is an easement over any Common Area for necessary pedestrian and vehicular ingress and egress to and from any such Lot over the Common Areas, to and from a state-maintained road. The easement shall be over such walkways, driveways, or other ways as are designated by the Declarant and/or the Association and shall be subject to the terms of the Constituent Documents.

Section 6.7 Use of Easement. Any use of the rights and easements granted and reserved in this Article VI shall be reasonable. If any damage, destruction, or disturbance occurs to a Lot or Common Area as a result of the use of any easement or right, the Lot or Common Area shall be restored by, or at the direction of, the Association promptly in a reasonable manner at the expense of the person or persons making the use of the easement or right that resulted in the damage, destruction or disturbance. Before beginning work, Association may require all or any part of the expected expense to be prepaid by that person or those persons liable for the expense. Additionally, should any Lot Owner other than Declarant elect to exercise its easement rights hereunder, it shall be required to obtain the Board's prior written approval (not to be unreasonably withheld), after providing the Board with detailed plans of its proposed work, as well as evidence of appropriate insurance and other such reasonable information or assurances as the Board may require. No easement may be granted across, through, over, or under any Lot or Common Area, which materially restricts ingress and egress to the Lot or Common Area, unless reasonable alternate ingress and egress is provided or unless the restrictions is only temporary. All easements reserved hereunder shall be perpetual and non-exclusive.

Section 6.8 Reservation of Access Easement by Declarant. Declarant reserves an easement for itself, its grantees, successor and assigns, to enter upon the Subdivision for access,



including ingress and egress for both vehicles and pedestrians, to and from any public road, land, walkway or right-of-way. The easement shall be over the streets, walkways, bridges and other access ways of the Subdivision. Declarant further reserves the right to connect, at Declarant's expense, to any street, roadway, walkway or other means of access that are located on the Common Areas of the Subdivision. This reservation of access easements and the right of connection should be construed liberally in favor of the Declarant, in order to facilitate the development of all or any portion of The Fields.

Section 6.9      Reservation of Construction Easement by Declarant. The Declarant reserves the non-exclusive right and easement to temporarily go upon the Subdivision in order to complete the development of the Subdivision and the construction of the improvements to be located therein, and to develop other neighboring land. The easement should be construed broadly in favor of the Declarant, including giving Declarant the right to store temporarily construction materials, equipment or dirt. After the construction is finished, Declarant must, at Declarant's cost, repair any damage done to the Subdivision including to any landscaping. As soon as reasonably possible after Declaration has completed construction on the neighboring land, Declarant must remove all debris, equipment, materials and dirt from the Subdivision.

Section 6.10      Declarant's Easements: General. The easements and grants reserved for and granted to the Declarant also benefit and bind any heirs, successors and assigns of Declarant and their respective guests, invitees or lessees, including, without limitation, assignees of Declarant who do not own property within The Fields.

Section 6.11      Easements to Run with Land. All easements and rights described in this Article VI are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee, and other person or entity now or hereafter having an interest in the Subdivision, or any part or portion of it.

Section 6.12      Reference to Easements and Deeds. Reference in the respective deeds of conveyance or any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees in said instruments as fully and completely as those such easements and rights were recited fully and set forth in their entirety in such instruments.

## ARTICLE VII

### INSURANCE

Section 7.1      General Insurance. The Association shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, and if required by law, workmen's compensation insurance with respect to the Subdivision and the Association's administration thereof in accordance with the following provisions:

7.1.1      The Association shall purchase a master policy for the benefit of the

Association, the Lot Owners and their mortgagees as their interest may appear, subject to the provisions of this Declaration and the Bylaws. The "master policy" may be made up of several different policies purchased from different agencies and issued by different companies.

7.1.2 All Common Areas now or at any time hereafter constituting a part of the Subdivision shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount not less than one hundred (100%) percent of the replacement value thereof, with a deductible agreed to by the Board of Directors, exclusive of the cost of the land, foundations, footings, excavation, and architect's fees, without deduction for depreciation. The policy shall have cost of demolition, water damage (excluding floods, backing up of sewers and drains, the running off of surface water, and the overflow of a body of water), and agreed amount endorsements and a deductible on any single loss or group of losses within one year in such amounts as shall be found reasonable by the Board of Directors, after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all other pertinent factors. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Such policy shall provide coverage for built-in fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement cost thereof (subject to the deductible provisions described above) and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Lot Owner as hereinafter permitted. Such policy shall also contain either a waiver by the insurer of any increased hazard clause, a severability of interest endorsement, or a provision stating that the coverage will not be affected by the act, omission or neglect of any person unless such act, omission or neglect is within the knowledge and control of the Association prior to the occurrence of the loss. Such policy shall not provide coverage for any items of personal property owned by any Lot Owner.

7.1.3 Such master policy of insurance shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice to the Association and to any mortgagee or mortgagees of any Lot Owner not less than thirty (30) days prior to any expiration, substantial modification or cancellation of such coverage.

7.1.4 Such insurance by the Association shall not prevent an Owner of a Lot to obtain insurance on its own property, but no Lot Owner may at any time purchase individual policies of insurance covering any item which the Association is required to insure. If any Lot Owner does purchase such a policy, he or she shall be liable to the Association for any damages, expenses or losses which it suffers or incurs as a result thereof, and the Association shall have the same lien rights provided by Article V hereof for Common Expense payments with respect to any such damages, expenses or losses not paid to it by such Owner.

7.1.5 The Board of Directors shall review the insurance coverage required under this Section 7.1 at least annually, and if any of such insurance coverage becomes impossible or impractical to obtain, the Association shall obtain coverage that most closely approximates the required coverage with the deductible provisions as determined by the Board of

Directors. In any event, all such insurance must comply, at a minimum, with the applicable requirements set forth in the North Carolina Planned Community Act.

7.1.6 The Association shall also maintain liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas. The Association shall try to have its liability insurance contain cross-liability endorsements or appropriate provisions to cover liability of the Lot Owners, individually and as a group (arising out of their ownership interest in the Common Areas), to another Lot Owner.

Section 7.2 Fidelity Insurance. The Association must have fidelity coverage against dishonest acts on the part of Officers and employees, Members of the Association, members of the Board, trustees, employees or volunteers responsible for the handling of funds collected and held for the benefit of the Lot Owners. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than the insured's total Regular Assessment, plus all accumulated reserves and all other funds held by the Association either in its own name or for the benefit of the Lot Owners.

Section 7.3 Directors' and Officers' Errors and Omissions Insurance. The Association shall purchase insurance to protect itself and to indemnify any Director or Officer, past or present against expenses actually and reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Association; or to obtain such fuller protection and indemnification for Directors and Officers as the law of North Carolina permits. The policy or policies shall be in an amount to be reasonably determined by the Association.

Section 7.4 Premiums. All premiums upon insurance purchased by the Association shall be Common Expenses. Notwithstanding the foregoing, the Lot Owners may be responsible for certain deductibles to the insurance policies purchased by the Association as outlined in Section 7.1 and Section 7.7 herein.

Section 7.5 Proceeds. Proceeds of all insurance policies owned by the Association shall be received by the Association for the use of the Lot Owners and their mortgagees as their interest may appear; provided, however, the proceeds of any insurance received by the Association because of property damage shall be applied to repair and reconstruction of the damaged property, except as may otherwise be permitted by this Declaration.

Section 7.6 Power of Attorney. Each Lot Owner shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the master policy or any other insurance policy obtained by the

Association. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Association, the Lot Owners and their respective mortgagees as their interest may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Lot Owners and the Subdivision as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters.

Section 7.7      Responsibility of Lot Owner. The Association shall not be responsible for procurement or maintenance of any insurance covering any Lot or Dwelling Unit, or the contents of and Lot or Dwelling Unit nor the liability of any Lot Owner for injuries not caused by or connected with the Association's operation, maintenance or use of the Common Areas or other property located in the Subdivision. Each Lot Owner shall, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or occurring within his Lot or Dwelling Unit. In addition, each Lot Owner shall maintain fire and extended coverage insurance on his Dwelling Unit, and the contents of his Dwelling Unit. The Association may request the Lot Owner to provide a copy of the policy(s) to the Association evidencing this insurance coverage at any time.

Each Lot Owner agrees that if any Owner(s) damages a building or other improvements now or at any time hereafter constituting a part of the Common Areas of the Subdivision which is covered under the Association's insurance policy, the Owner or Owners causing such damage shall be responsible for paying the lesser of: (a) the insurance deductible due under the Association's insurance policy; or (b) the cost to repair and/or replace any damage to a building or other improvements, which amount shall be due within ten (10) days after the delivery of written notice of such deductible due or replacement/repair costs by the responsible Lot Owner(s) or twenty (20) days after mailing of such notice by certified mail, whichever occurs first. In the event a Lot Owner refuses or fails to pay the insurance deductible or replacement/repair costs in the time period provided in the preceding sentence, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner as an Individual Assessment, which shall be due and payable following seven (7) days written notice.

Section 7.8      Release. All policies purchased under this Article VII by either the Association or the individual Lot Owners shall provide for the release by the issuer, thereof, of any and all rights of subrogation or assignment and all causes and rights of recovery against any Lot Owners, member of their family, their employees, their tenants, servants, agents and guests, the Association, any employee of the Association, the Board, or any occupant of a Dwelling Unit in the Subdivision, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under the insurance policy.

Section 7.9      Approximate Coverage. If any of the required insurance coverage under this Article VII becomes or is impossible to obtain or can be obtained only at an unreasonable cost, the Association shall obtain coverage which most closely approximates the required coverage, if such substitute insurance is available.

Section 7.10      Additional Policy Requirements. All such insurance coverage obtained by the Association shall be written in the name of the Association, for the use and benefit of the Association, the Lot Owners and their mortgagees, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

7.10.1            Exclusive authority to adjust losses under policies in force on the Subdivision obtained by the Association shall be vested in the Association provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

7.10.2            In no event shall the insurance coverage obtained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

7.10.3            All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons.

7.10.4            The Association shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

7.10.4.1          a waiver of subrogation as discussed in Section 7.8

7.10.4.2          that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;

7.10.4.3          that no policy may be canceled, invalidated or suspended on account of the conduct of any Director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or mortgagee; and

7.10.4.4          that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

## **ARTICLE VIII**

### **ASSOCIATION**

Section 8.1      Association. Subsequent to the expiration of the Development Period defined in Section 1.15 above, the administration of the Subdivision shall be vested in the Association. The Owner of any Lot, upon acquiring title, shall automatically become a Member of the Association and shall remain a Member until such time as his ownership of such Lot ceases for any reason, at which time his membership in the Association shall automatically cease. The Association shall have full power and responsibility to administer, operate, sustain, maintain, and govern the Subdivision including but not limited to, the powers and responsibilities to make prudent investments of funds held by it; to make reasonable Rules and

Regulations; to borrow money; to make Assessments; to bring lawsuits and defend lawsuits; to enter into contracts; to enforce all of the provisions of this Declaration, the Bylaws and any other documents or instruments relating to the establishment, existence, operation, alternation of the Subdivision. The powers of the Association shall be construed liberally and shall include, without limitation, all of the powers set forth in *Section 47F-3-102* of the Planned Community Act.

Section 8.2 Board of Directors. Unless otherwise specifically stated in this Declaration, the Association shall act exclusively through its Board of Directors (the "Board"). The Association in accordance with the Bylaws shall choose the Board. The Board shall be authorized to delegate the administration of its duties and powers by written contract to a managing agent or administrator employed for that purpose by the Board.

Section 8.3 Limitations on Association's Duties.

8.3.1 The Association did not construct the improvements, including the Dwelling Units. The Association does not warrant in any way or for any purpose, the improvements in the Subdivision. Construction defects are not the responsibility of the Association.

8.3.2 The Association shall have a reasonable time in which to make any repair or do any other work, which it is required to do under the Constituent Documents. The Association must first have actual knowledge of a problem. Any determination of the reasonableness of the Association's response, must allow for the facts that the Association is volunteer and that the funds available to the Association are limited.

8.3.3 In case of ambiguity or omission, the Board may interpret the Declaration and the other Constituent Documents, and the Board's interpretation shall be final if made without malice or fraud. Notwithstanding the foregoing, the Declarant may overrule any interpretation affecting it, for so long as Declarant owns any portion of the Property; and such interpretation cannot be enforce against the Declarant, its successors or assigns.

## ARTICLE IX

### DESIGN, HARMONY, ENVIRONMENTAL CONTROLS

Section 9.1 Architectural Review Committee. Except for original construction performed by or on behalf of Declarant or as otherwise in these covenants provided, no building, fence, electric pet fence, walkway, drive, mailbox, or other structure, or improvement or anything attached thereto visible from the outside of the structure or improvement shall be erected, placed, altered, or maintained within the Subdivision nor shall any exterior addition to or change (including any change in color) or alteration therein, including landscaping and Lot clearing, be made until the proposed landscaping, clearing or building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by the Architectural Review Committee appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or Architectural

Review Committee may be based upon any reasonable ground, including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the discretion of said Board of Directors or Architectural Review Committee shall deem sufficient. After approval by the Board of Directors or Architectural Review Committee is given, no alterations may be made in such plans except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or Architectural Review Committee for its records. The Architectural Review Committee shall consist of not less than three (3) and not more than five (5) members. Initially, the Architectural Review Committee will be composed of Maureen Clark, \_\_\_\_\_, and Rick Palmer. Upon the sale of five (5) Lots in the Subdivision, the Declarant shall name an Owner as the fourth member of the Architectural Review Committee; and upon the sale of the fifteen (15) Lots, the Declarant shall name another Owner as the fifth member of the Architectural Review Committee. The Declarant shall designate replacement members of the Architectural Review Committee until the Development Period ends. The Architectural Review Committee will develop reasonable criteria for the approval of general contractors and subcontractors doing work on Lots.

## ARTICLE X

### USE RESTRICTIONS

Section 10.1      Use and Occupancy. The Association shall make Rules and Regulations to govern the use and occupancy of the Subdivision. In addition, the following covenants, conditions, and restrictions, as to use and occupancy shall run with the land and shall be binding upon each Lot Owner, his heirs, tenants, licensees and assigns.

Section 10.2      Purpose of Subdivision. Except as otherwise provided in this Declaration, no part of the Subdivision shall be used for other than housing and the common equestrian and recreational purposes for which the property was designed, and each Lot shall be used only for residential and equestrian purposes, unless the Board of Directors authorizes some other use. Except for the construction, sales and management activities of the Declarant, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, may be conducted, maintained, or permitted on any part of the Subdivision property. To the extent permitted by law, an Owner may use a portion of his or her Dwelling Unit for an office or studio (other than a music and/or dance studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Subdivision or in and out of said Owner's Lot.

Section 10.3      Obstruction of Common Areas. There shall be no storage or parking of any items in any part of the Common Areas, except as permitted by the Rules and Regulations.

Section 10.4      Parking. Except for vehicles being used by persons providing services to the Declarant, the Association, the Lot Owners or otherwise used or authorized to be used at the Subdivision by the Declarant, the Association will develop rules regarding the limited

manner by which any part of the Subdivision may be used for the parking of any trailer coach, house trailer, mobile home, automobile trailer, motorcycle, farm tractor, camp car, recreational vehicle, camper, truck which exceeds 3/4 ton, boat, boat trailer, or any other similar vehicle (collectively, "Special Vehicles"). Inoperative vehicles may not be parked within the Subdivision unless these inoperative vehicles are parked in the garage and the garage door is completely closed.

Section 10.5            Compliance With Insurance Policies and Waste. Nothing shall be done or kept in any Dwelling Unit, in the Common Areas or on a Lot which will increase the rate of insurance of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Lot Owner shall permit anything to be done or kept in his or her Dwelling Unit, in the Common Areas or on a Lot which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Areas. All laws shall be obeyed.

Section 10.6            Animals and Pets. No animals of any kind shall be raised, bred, or kept on any Lot or in any Dwelling Unit or in the Common Areas, except \_\_\_\_\_( ) dogs, \_\_\_\_\_( ) cats and horses as hereinafter limited, and other farm animals as may be approved by affirmative vote of 75 percent of the Owners, subject to the Rules and Regulations of the Association, provided that such dogs, cats and horses are not kept, bred or maintained for any commercial purpose. The right of an occupant to maintain an animal in a Dwelling Unit shall be subject to termination if the Board in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Subdivision or occupants. No more than four (4) horses or ponies may be allowed on a Lot containing less than fifteen (15) acres and no more than eight (8) horses or ponies may be allowed on a Lot containing more than fifteen (15) acres.

Section 10.7            Nuisances. No noxious or offensive activity shall be carried on in any Dwelling Unit or in the Common Areas or on the Lot of an Owner, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Lot Owners or occupants.

Section 10.8            Prohibited Activities. Except as otherwise provided in this Declaration, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, shall be conducted, maintained or permitted on any part of the Subdivision. All signage of any nature must first be approved by the Architectural Review Committee. So long as the Declarant owns a Lot no action may be taken nor may any Rule or Regulation be adopted or amended that would (a) directly or indirectly alter the exterior appearance of any part of the Subdivision; (b) reduce or discontinue any maintenance standard or practice in effect as of the date when the Declarant no longer controls the Board; (c) adversely affect the Declarant's sale or leasing of any Lots; or (d) otherwise adversely affect the Declarant, any of its rights, or any Lot owned by it without, in each case, first obtaining the Declarant's written consent.

Section 10.9            Alteration of Common Areas. Nothing shall be altered or constructed in or removed from the Common Areas except as otherwise provided in this Declaration and except upon the written consent of the Association. In addition, a Lot Owner must obtain the prior written consent of the Board prior to installing and landscaping or planting any flowers,



herbs or vegetables, on any portion of the Subdivision (including any Lot).

## ARTICLE XI

### BUILDING RESTRICTIONS

Section 11.      Building Restrictions.      The following building restrictions shall be in effect:

11.1      All fencing on any Lot shall be either board or post or post and rail in a dark-stained finish. No white painted fencing shall be allowed. No fencing shall obstruct the Equestrian Easements.

11.2      No structure shall be erected, altered, placed or permitted to remain on any Lot, except:

11.2.1    one single family dwelling not to exceed two stories in height, exclusive of basement, with a minimum heated living area of 2000 square feet;

11.2.2    one attached or detached garage for up to four (4) motor vehicles;

11.2.3    one combined living area and barn/tack room ("Hunt Box") with a minimum of 1200 square feet heated space;

11.2.4    one guest cottage not to exceed two (2) stories in height and containing no less than 800 square feet and no more than 1500 square feet of heated living area;

11.2.5    one storage barn up to 100 square feet in size for each acre of the Lot; and

11.2.6    one detached structure not exceeding two stories in height, to be used as a private barn containing no less than two (2) stalls and no more than four (4) stalls for Lots of less than fifteen (15) acres in size and not more than eight (8) stalls for Lots of fifteen (15) acres or more, which structure may in addition contain a living quarters for employees or guests. No more than two (2) turnout sheds may be located on each Lot, subject to approval by the Architectural Review Committee as to size, location, construction materials, and appearance.

11.3      Multi-family dwellings shall not be constructed or used on any Lot.

11.4      No signs or billboards shall be erected or maintained on any Lot without the approval of the Architectural Review Committee. It is the intention of the Declarant that each Lot shall be identified by a tasteful sign giving the name of the farm or its owner. The Architectural Review Committee shall establish guidelines for all exterior sign components

11.5      No trade materials or inventories may be stored upon or kept on any Lot, and no trucks, tractors, or other vehicles may be stored or regularly parked on any Lot unless the same are stored in a structure approved by the Architectural Review Committee, except that one horse van

or truck and trailer for transporting horses may be stored outside on a Lot.

11.6 No trailer or mobile home shall be allowed on any Lot. No metal buildings or similar prefabricated structures shall be allowed on any Lot.

11.7 No fence, wall, hedge or mass planting on any Lot shall be closer than five (5) feet to any Equestrian Easement, boundary Lot line or road boundary in the Development. Fencing along adjoining Lots shall be set back at least eight (8) feet from the centerline of Equestrian Easements between Lot lines. As Lots are platted and conveyed to an Owner, fence setbacks may vary and shall be shown on said plats.

11.8 No Lot shall be subdivided so as to create a greater number of smaller lots. One or more Lots may be combined so as to create fewer Lots that are larger in size; in which event, a plat showing the combined Lots shall be recorded in the Moore County Registry after having been approved by the Architectural Review Committee as evidenced by the Architectural Review Committee signing such plat prior to recordation. Once the plat of the combined Lots is recorded as herein provided, the set back requirements shall be determined by reference to the exterior boundaries of the combined Lots and the number of horses and stalls allowed hereunder shall be allocated prorata to the combined Lots.

11.9 Generally, unless otherwise shown on the plat, buildings and structures shall be set back one hundred (100) feet from the front Lot line, fifty (50) feet from any side Lot line, and one hundred (100) feet from any rear Lot line.

11.10 There will be no overhead utility lines on any Lot.

11.11 The Architectural Review Committee shall review and approve the quantity and extent of any clearing of a Lot.

11.12 No structure erected on the Lots shall utilize or include any vinyl or aluminum siding materials. See other finishes restrictions in Architectural Review Committee guidelines.

11.13 The Architectural Review Committee will from time to time adopt Building Restrictions consistent with the terms of this Declaration in order to more clearly advise Owners of the procedures and expectations of the Architectural Review Committee with regard to document construction approval. It shall be the Owner's responsibility to contact an Architectural Review Committee member prior to the beginning of the design process to insure he has the latest published guidelines and all amendments.

## ARTICLE XII

### ENFORCEMENT

#### Section 12.1      Enforcement.

12.1.1 The Association or any Lot Owner may enforce these covenants, conditions and restrictions. Enforcement of these covenants, conditions and restrictions shall be by any

proceeding at law or in equity against any person or persons violating or attempting to violate ("Violating Party") any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants. In addition to all other amounts due on account of said violation or attempted violation, the Violating Party shall be liable to the parties enforcing the covenants and/or restrictions of this Declaration (the "Enforcing Parties") for all reasonable attorney's fees and court costs incurred by the Enforcing Parties. Failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any lawsuit filed to enforce this Declaration by injunction or restraint, there shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants, conditions or restrictions cannot be adequately remedied by action at law or by recovery of damages.

12.1.2 In addition to all other remedies of the Association, the Association shall have the right to assess a maximum fine of \$150.00 per day (or such higher amount as may be allowed by law) per violation against any Owner who violates any provision of this Declaration or the Articles, Bylaws or Rules and Regulations of the Association after such Owner has been given notice of the violation and an opportunity to be heard with respect to the violation in accordance with such policies and procedures as may be adopted from time to time by the Board of Directors or as may be set forth in the Bylaws.

12.1.3 In addition to the above rights, the Association may also enter upon a Lot or any land upon which a violation exists to remove any violation, perform maintenance or make repairs thereon which is the responsibility of a Lot Owner who has failed to remove said violation or to perform such maintenance or make such repairs (i) after having given such owner at least ten (10) days prior notice, or (ii) without giving notice in the event of an emergency.

Any action brought by the Association hereunder may be brought in its own name, in the name of its Board or in the name of its managing agent. In any case of flagrant or repeated violation by a Lot Owner, he or she may be required by the Association to give sufficient surety or sureties for his or her future compliance with the covenants, conditions and restrictions contained in this Declaration, the Bylaws and the Rules and Regulations.

Section 12.2 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 12.3 Restrictions Run With Land. The easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Dwelling Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 12.4 Amendment. The Association (the Declarant controlling the

Association until the expiration of the Development Period) may amend this Declaration at any time, as long as consistent with the design, scheme and purposes of this Declaration, by the affirmative vote or written agreement of the Owners to whom not less than seventy-five percent (75%) of all of the votes in the Association are allocated in accordance with Section 4.4 and Section 4.5 above. Any amendment must be recorded in the Moore County Register of Deeds. Following the end of the Development Period, no such agreement to amend, in whole or in part, shall be effective unless written notice of the proposed amendment is sent to every Member at least thirty (30) days in advance of any action taken, and no such amendment shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created (unless such amendment is consented to in writing by Declarant and all other beneficiaries of such permanent easements, rights of interests).

Section 12.5            Reservation of Special Declarant Rights. Declarant reserves the right to maintain a sales facility, construction trailer, storage or staging areas, and advertising signs upon Lots or the Common Areas and upon Lots owned by it until the expiration of the Development Period and to exercise all other "Special Declarant Rights" as defined in the Planned Community Act. Without limiting the foregoing, and notwithstanding anything herein to the contrary, during the Development Period, Declarant shall have the right to annex additional Lots or Common Areas into the Subdivision by filing a supplement to this Declaration in the Moore County Public Registry together with an amendment to the Plat (if applicable). Such additional Lots or Common Areas need not be contiguous to the Property. Declarant shall have the right to assign all or a portion of any rights or easements reserved herein by a written assignment thereof, recorded in the Moore County Public Registry.

Section 12.6            Binding Determination. In the event of any dispute or disagreement with or between any Owner(s) relating to, or of any other disputes, disagreements or questions regarding, the interpretation or application of the provisions of this Declaration or the Articles or Bylaws of the Association, the determination thereof (i) by Declarant for so long as Declarant retains control of the Association; and (ii) thereafter by the Board of Directors of the Association shall be final and binding on each and all such Owners; providing that any determination which directly or indirectly affects Declarant shall require Declarant's prior consent to become binding upon Declarant.

Section 12.7            Captions and Titles. All captions, titles or headings in this Declaration are for the purpose of reference and convenience only and are not deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

Section 12.8            Notices. Except as otherwise provided in this Declaration, any notice to any Owner under this Declaration shall be in writing, shall be effective on the earlier of (i) the date when received by such Owner, or (ii) the date which is three days after mailing (postage prepaid) to the last address of such Owner set forth in the books of the Association. The address of an Owner shall be at his Lot (or any of them if more than one) unless otherwise specified in writing to the Association. The Articles and Bylaws shall specify the permissible manner of giving notice for voting and all other Association matters for which the manner of giving notice is not prescribed in this Declaration.

Section 12.9 Governing Law. This Declaration shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of North Carolina, and suit to enforce any provision hereof or to obtain any remedy with respect hereto shall be brought in state court in Moore County, and for this purpose each Owner by becoming such hereby expressly and irrevocably consents to the jurisdiction of said court.

### ARTICLE XIII

#### NON-DEDICATED STREETS

Section 13.1 Use. All non-dedicated streets constructed within the Subdivision are reserved as easements of public access for the common use of Owners and their families, guests and invitees, by commercial vehicles authorized to make pick-ups and deliveries, by public and private utilities' personnel, trucks and equipment, by postal authorities and mail carriers, by emergency personnel and vehicles such as police, fire and ambulance, and by such other persons or classes of persons authorized by the Board of Directors of the Association, as a means of ingress or egress, and for such other uses as may be authorized from time to time by said Board. Such non-dedicated streets may also include underground utility lines, mains, sewers or other facilities to transmit and carry sanitary sewerage and storm water drainage. Except as provided by this Declaration, no acts shall be taken or things done by an Owner or the Association which are inconsistent with the reservation and grant of use and enjoyment hereinabove provided.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

THE FIELDS DEVELOPMENT COMPANY, LLC

By: Richard R. Palmer  
Title: Manager

NORTH CAROLINA, MOORE COUNTY

I, Notary Public of the County and State aforesaid, certify that Richard R. Palmer personally came before me this day and acknowledged that he is the Manager of The Fields Development Company, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp or seal, this 30 day of July, 2004.

My commission expires: 10-19-07 Russell Jones  
Notary Public

(NOTARIAL SEAL)



EXHIBIT A

Page 1

**Metes & Bounds description of Phase I, The Fields**

A certain tract or parcel of land lying in Greenwood Township, Moore County, North Carolina, located on the north side of NC Highway No. 24-27; lying on the east and west side of Bryant Road (S. R. #1815); said tract located approximately 1420 feet north of the intersection of Bryant Road with Red Hill Road, and about 0.50 mile south of the intersection of Bryant Road with U.S. Highway No. 15-501; described as follows;

Beginning at a metal stake; said stake being an original exterior corner of the 1184 +/- acre Catawba Timber Company tract known as Tract A; Tract 255, Parcel 1 now owned by OPM Land Investors, LLC by deed recorded in deed book 2059 at page 550 in the Moore County Registry; said corner also being a common corner with "Stone" (No deed reference); running thence from the beginning with the common line of OPM Land Investors, LLC and "Stone", N 55 50' 50" E 1004.89 feet to another metal stake, an original corner and another common corner with a tract of land owned by "Stone" (deed book 904, page 183); thence continuing with the line of "Stone" and the exterior boundary S 59 01' 38" E 808.84 feet to an iron stake; thence S 51 05' 20" E 692.21 feet to a metal stake at the right-of-way line of Bryant Road (S. R. #1815); thence crossing said road S 48 20' 12" E 66.81 feet to a metal stake on the east side of Bryant Road; thence S 44 08' 56" E 403.24 feet to a metal stake at the northern right-of-way line of Red Hill Road (S. R. #1814) (60'R/W); thence along the northern line of Red Hill Road, N 63 32' 55" E 220.94 feet to a point; thence as a curve to the right having a radius of 3574.50 feet, an arc distance of 412.31 feet, a chord bearing of N 66 51' 11" E and a chord distance of 412.08 feet to a point; thence continuing as a curve to the right having a radius of 1401.50 feet, an arc distance of 281.04 feet, a chord bearing of N 75 54' 08" E, and a chord distance of 280.57 feet to a point; thence as a curve to the right having a radius of 2673.50 feet, an arc distance of 338.42 feet, a chord bearing of N 85 13' 07" E, and a chord distance of 338.20 feet to a point; thence as a curve to the right having a radius of 1892.92 feet, an arc distance of 94.78 feet, a chord bearing of N 89 32' 47" E, and a chord distance of 94.77 feet to a point; thence leaving the road N 06 59' 44" E 1418.06 feet to a point; thence N 41 54' 02" W 216.88 feet to a point; thence N 41 03' 50" E 237.45 feet to a point located in the southern right-of-way line of Monroe Road (S R. #1865); thence with said road as a curve to the right having a radius of 5760.90 feet, an arc distance of 656.90 feet, a chord bearing of N 51 19' 14" W, and a chord distance of 656.54 feet to a point at

EXHIBIT A

Page 2

the southern intersection of Monroe Road with T. Johnson Road (S. R. #1817), (60'R/W); thence with the right-of-way line Monroe Road as it curves to the left having a radius of 30.00 feet, an arc distance of 41.77 feet, a chord bearing of N 87 56' 36" W, and a chord distance of 38.48 feet to a point in the southeast right-of-way line of T. Johnson Road; thence with the line of said road S 51 12' 37" W 103.18 feet to a point; thence S 50 15' 12" W 190.68 feet to a point; thence crossing the intersection of T. Johnson Road with Bryant Road N 84 10' 01" W 137.88 feet to a point in the western right-of-way line of Bryant Road; thence with the line of the road as it curves to the left having a radius of 1130.00 feet, an arc distance of 364.84 feet, a chord bearing of N 00 15' 52" E, and a chord distance of 363.26 feet to a point; thence leaving the road as the northern most exterior boundary line of the original tract, N 83 55' 33" W 3812.30 feet to a metal stake another original corner; thence continuing with the exterior boundary, S 06 14' 02" W 405.72 feet to a metal stake; thence N 70 45' 44" W 2413.58 feet to a point at Cranes Creek; thence in a southeasterly direction with the run of Cranes Creek approximately 2200 feet to a point in the centerline of Cranes Creek; said point being a western corner of a 13.34 acre tract designated as Lot No. 12, Phase I, The Fields recorded in Plat Cabinet 11 in Slide 716 in the Moore County Registry; thence with the western most line of said Lot No. 12, down the centerline of Cranes Creek the following chord, S 18 14' 49" E 451.95 feet to a new iron pipe set at the intersection of Cranes Creek and a tributary creek that runs into Cranes Creek; this being the southern most corner of Lot No. 12, Phase I, The Fields as referenced above; thence continuing with the run of Cranes Creek in a southerly direction approximately 1040 feet to a point where the creek intersects an old railroad grade; thence along the old railroad grade in a southeast direction approximately 1580 feet to a point; thence continuing with the old railroad grade in a northeast direction approximately 1680 feet to a point; thence leaving the old railroad grade N 35 00' 00" W 525.76 feet to a point; thence N 49 14' 00" E 523.83 feet to the beginning. Containing 425 acres more or less and being a portion of the OPM Land Investors, LLC property recorded in deed book 2059 at page 550 in the Office of the Register of Deeds for Moore County, North Carolina.

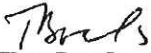


CONSENT OF MORTGAGEE


Branch Banking and Trust Company a North Carolina banking corporation and the holder of (1) a deed of trust recorded in the Office of the Moore County, North Carolina Register of Deeds, in Book 2017, Page 7-14 , and BB&T Collateral Service Corporation, in its capacity as trustee under the aforesaid deed of trust; and (2) a second deed of trust recorded in the Office of the Moore County, North Carolina Register of Deeds, in Book 2393, page 200-207, and BB&T Collateral Service Corporation, in its capacity as trustee under the aforesaid deed of trust, hereby consent to the execution and delivery of the foregoing Declaration of Covenants, Conditions and Restrictions, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Recorder of Moore County, North Carolina, and further subject and subordinate the above-described deeds of trust to the provisions of the foregoing Declaration with attached exhibits (including, without limitation, any easements reserved therein).

IN WITNESS WHEREOF, Branch Banking and Trust Company, by its authorized officer, and the undersigned Trustee, BB&T Collateral Service Corporation, have caused this Consent to be executed this 19 day of August, 2004.

BRANCH BANKING AND TRUST COMPANY

By:   
Name: THOMAS BOALS  
Title: VICE PRESIDENT

BB&T COLLATERAL SERVICE CORPORATION, as Trustee

By:   
Name: Mark Dackm  
Title: Sr VP

NORTH CAROLINA, Moore COUNTY

I, Notary Public of the County and State aforesaid, certify that Tom Boals personally came before me this day and acknowledged that he is the Vice President of Branch Banking and Trust Company, a national banking corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 19 day of August, 2004.

My commission expires: 11-17-06 Sherril C. Harrison  
Notary Public



NORTH CAROLINA, Moore COUNTY

I, Notary Public of the County and State aforesaid, certify that Mark Packard personally came before me this day and acknowledged that he is the Sr. Vice President of B & T COLATERAL SERVICE CORPORATION, Trustee corporation, and that he, as Sr. Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 19 day of August, 2004.

My commission expires: 11-17-06 Sherril C. Harrison  
Notary Public





JUDY D. MARTIN  
REGISTER OF DEEDS, MOORE  
JUDICIAL BUILDING  
100 DOWD STREET  
CARTHAGE, NC 28327

\*\*\*\*\*

Filed For Registration: 08/20/2004 02:01:39 PM  
Book: RE 2628 Page: 29-63  
Document No.: 2004016301  
DECL 35 PGS \$113.00

Recorder: REGINA GARNER

\*\*\*\*\*

State of North Carolina, County of Moore

The foregoing certificate of LYNNE M JONES , SHERI C GARRISON Notaries are certified to be correct. This 20TH of August 2004

JUDY D. MARTIN , REGISTER OF DEEDS

By: Regina Garner  
Deputy/Assistant Register of Deeds

\*\*\*\*\*

**\*2004016301\***

2004016301

FOR REGISTRATION REGISTER OF DEEDS  
Judy D. Martin  
Moore County, NC  
May 02, 2006 02:20:54 PM  
Book 3018 Page 506-507  
FEE: \$17.00  
INSTRUMENT # 2006008489



INSTRUMENT # 2006008489

Drafted by: John M. May, Robbins May & Rich LLP, 120 Applecross Road, Pinehurst, North Carolina 28374

**FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS  
OF THE FIELDS**

**This First Amendment to Declaration of Restrictions, Covenants, and Easements of The Fields** is made this the 26th day of April, 2006 by The Fields Development Company, LLC (hereinafter the "Declarant").

**WITNESSETH**

WHEREAS, Declarant caused to be filed the Declaration of Covenants, Conditions and Restrictions for The Fields which was dated July 30, 2004, and was recorded in Book 2628, Page 29, Moore County Registry (the "Declaration"); and,

WHEREAS, pursuant to the Declaration, the Declarant Control period still exists and the Declarant has the absolute right to amend the Declaration without the consent of the Lot owners; and,

WHEREAS, the Declarant herewith amends the Declaration as hereinafter provided.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

*may*

1. Section 1.5 is hereby amended to read the following name for the Association:

**The Fields Property Owners Association, Inc.**

2. Section 1.20 is hereby amended to provide that twenty seven (27) lots were platted from the 425 acres described on Exhibit A of the Declaration.

3. Section 1.26 is hereby amended to provide that the Recreational Facilities are shown on a map recorded in Plat Cabinet 13, Slide 235 of the Moore County Registry.

4. The required Sections of Article VI are amended to remove, delete and other abandon all easements ( except those used for utility purposes) that exist along the internal/common boundary lines of Lots 1, 1A, 2 and 3 as shown on the maps of such Lots recorded in Plat Cabinet 13, Slides 46 and 86 both of the Moore County Registry.

5. The required Sections of Article VI are amended to provide that in those circumstances in which the actual topography of the area over which an Equestrian Easement has been designated on a Forms/amendment The Fields/jm

recorded plat to exist consists of wetland or of terrain unsuitable for installation of such Equestrian Easement, then in the Declarant's sole judgment, such Equestrian Easements shall not be installed and shall be deemed abandoned.

6. The required Sections of Article VI are amended to provide that the common areas and easements existing between the internal/common boundary lines of Lots shown on recorded maps of The Fields development may be used as trails and for Utility Easements for the installation of underground utilities.

7. Section 9.1 is amended to provide that as of the date of this Amendment the members of the Architectural Review Committee are Richard R. Palmer, Johnny N. Owen, Donald P. Oldham, Rod Lynch ( Lot Owner) and Monica Sandler ( Lot Owner). Hereafter, changes to the composition of the Architectural Review Committee will not require these Covenants to be amended.

8. Section 10.6 is amended to permit five (5) dogs and five (5) cats.

9. In all other respects, the terms and conditions of the Declaration shall continue to be in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this instrument to be executed by its general partner under seal, the day and year first above written.

THE FIELDS DEVELOPMENT COMPANY, LLC

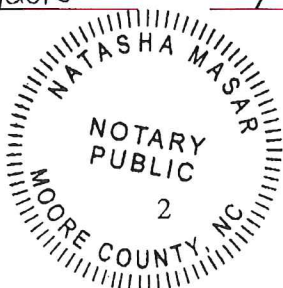
By: Richard R. Palmer (SEAL)  
Richard R. Palmer, Manager

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

I, Natasha Masar, a Notary Public of the County and State aforesaid, certify that Richard L. Palmer, either (being personally known to me) or proven by satisfactory evidence (said evidence being \_\_\_\_\_), personally came before me this day and acknowledged that he is the Manager of The Fields Development Company, LLC, a North Carolina limited liability company, and that he, as Manager being authorized to do so, voluntarily executed the foregoing on behalf of said corporation and limited liability company for the purposes stated therein.

WITNESS my hand and official stamp or seal, this 1<sup>st</sup> day of May, 2006.

My Commission Expires: 8/28/2010 Natasha Masar Notary Public



*May*

FOR REGISTRATION REGISTER OF DEEDS  
Judy D. Martin  
Moore County, NC  
February 22, 2007 01:34:25 PM  
Book 3181 Page 46-48  
FEE: \$20.00  
INSTRUMENT # 2007003338

*RD*



INSTRUMENT # 2007003338

Drafted by: John M. May, Robbins May & Rich LLP, 120 Applecross Road, Pinhurst, NC 28374

**SECOND AMENDMENT TO  
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS  
OF THE FIELDS**

**This Second Amendment to Declaration of Restrictions, Covenants and Easements of The Fields** is made this the 22<sup>nd</sup> day of February, 2007 by The Fields Development Company, LLC (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, Declarant caused to be filed the Declaration of Covenants, Conditions and Restrictions for The Fields which was dated July 30, 2004 and was recorded in Book 2628, Page 29, Moore County Registry (the "Declaration"); and,

WHEREAS, Declarant caused to be filed the First Amendment to Declaration of Restrictions, Covenants and Easements of the Fields which was dated April 26, 2006 and was recorded in Book 3018, Page 506, Moore County Registry (the "First Amendment"); and

*May*

WHEREAS, pursuant to the Declaration, the Declarant Control period still exists and the Declarant has the absolute right to amend the Declaration without the consent of the Lot owners; and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Exhibit "A" of the Declaration is further amended to include 20.35 acres designated "Common Area", which are burdened by the Declaration; such property being more particularly shown on the plat recorded in Plat Cabinet 13, Slide 235 of the Moore County Registry.

2. Lots 22 through 32 (inclusive) of Phase 2 of The Fields as shown on that certain plat entitled "Survey for The Fields Development Company, LLC, Lots 22 through 32 (inclusive) Phase 2, The Fields, Greenwood Township, Moore County, North Carolina"

dated February 14, 2007 and recorded in Plat Cabinet 13, Slide 651 of the Moore County Registry are herewith added to the development and encumbered by the Declarations.

3. Although Lots 22, 23 and 24 abut N.C. Highway 24-27 and Lot 22 and 27 abut Bryant Road (SR 1815), none of such lots may use such public roads for access to or from such lots; it being specifically agreed and understood that access to such lots shall be exclusively over the thirty (30) foot access easements shown on the plat referenced in 2. above.

4. The Declarant has reserved an easement exclusively for the use of the Declarant and its assignee over an area one (1) foot in width which easement area runs parallel to and immediately north of the common property lines of Lots 22, 23 and 24 with the northern right-of-way of N.C. Highway 24-27 and parallel to and immediately west of the common property lines of Lots 22 and 27 with the western right-of-way of Bryant Road (SR #1815) and with the western and southern property lines of the McKenzie tract, all as shown on the plat recorded in Plat Cabinet 13, Slide 651 of the Moore County Registry.

5. Section 10.8 of the Declaration is herewith deleted and in its place and stead the following Section 10.8 is inserted:

Section 10.8 Prohibited Activities. Except as otherwise provided in this Declaration, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, shall be conducted, maintained or permitted on any part of the Subdivision; provided, however, only as to those Lots which are developed as a portion of Phase Two of the Subdivision, the following activities shall not be considered to be a business, trade, industry, occupation or profession that would otherwise be prohibited pursuant to the terms hereof [1] the boarding of two (2) or fewer horses of any Lot within Phase Two only of the Subdivision containing less than fifteen (15) acres or the boarding of four (4) or fewer horses on any Lot within Phase Two only containing more than fifteen (15) acres and [2] the provision of riding lessons in exchange for payment so long as such activity occurs only on the Lot within Phase Two of the Subdivision owned by Owner who is either giving or receiving the riding lesson. All signage of any nature must first be approved by the Architectural Review Committee. So long as the Declarant owns a Lot, no action may be taken nor may any Rule or Regulation be adopted or amended that would (a) directly or indirectly alter the exterior appearance of any part of the Subdivision; (b) reduce or discontinue any maintenance standard or practice in effect as of the date when the Declarant no longer controls the Board; (c) adversely affect the Declarant's sale or leasing of any Lots; or (d) otherwise adversely affect the Declarant, any of its right, or any Lot owned by it without, in each case, first obtaining the Declarant's written consent.

6. In all other respects, the terms and conditions of the Declaration and First Amendment as herein referenced shall continue to be in full force and effect, including but not limited to the application of the Declaration as amended to the property described in paragraph 1 above.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this instrument to be executed by its Manager under seal, the day and year first above written.

THE FIELDS DEVELOPMENT COMPANY, LLC

By: Richard R. Palmer  
Richard R. Palmer, Manager

STATE OF NORTH CAROLINA

COUNTY OF MOORE

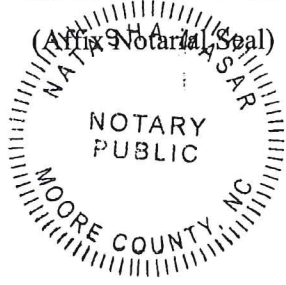
I, Notasha Masar, a Notary Public of the County and State aforesaid, certify that **Richard R. Palmer**, either being personally known to me or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who is the Manager of **The Fields Development Company, LLC**, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he is Manager of **The Fields Development Company, LLC** and that as Manager being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 23<sup>rd</sup> day of February, 2007.

Notasha Masar  
Notary Public

My Commission Expires:

8/28/2010

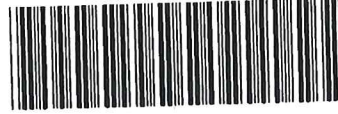




FOR REGISTRATION REGISTER OF DEEDS  
Judy D. Martin  
Moore County, NC  
February 15, 2008 01:53:01 PM  
Book 3371 Page 80-81  
FEE: \$17.00  
INSTRUMENT # 2008002550

HM

May



INSTRUMENT # 2008002550

Drafted by: John M. May, Robbins May & Rich LLP, 120 Applecross Road, Pinehurst, NC 28374

**THIRD AMENDMENT TO  
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS  
OF THE FIELDS**

**This Third Amendment to Declaration of Restrictions, Covenants and Easements of The Fields** is made this the 15<sup>th</sup> day of February, 2008 by The Fields Development Company, LLC (hereinafter the "Declarant").

WITNESSETH:

May

WHEREAS, Declarant caused to be filed the Declaration of Covenants, Conditions and Restrictions for The Fields which was dated July 30, 2004 and was recorded in Book 2628, Page 29, Moore County Registry (the "Declaration"); and,

WHEREAS, Declarant caused to be filed the First Amendment to Declaration of Restrictions, Covenants and Easements of The Fields which was dated April 26, 2006 and was recorded in Book 3018, Page 506, Moore County Registry (the "First Amendment"); and

WHEREAS, Declarant caused to be filed the Second Amendment to Declaration of Restrictions, Covenants and Easements to The Fields which was dated February 22, 2007 and was recorded in Book 3181, Page 46, Moore County Registry (the "Second Amendment"); and

WHEREAS, pursuant to the Declaration, the Declarant Control period still exists and the Declarant has the absolute right to amend the Declaration without the consent of the Lot owners; and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The phrase "or Lot" shall be inserted after the phrase "Dwelling Unit" in the first line of Section 5.5.1 of the Declaration to clarify the obligation of a Lot Owner to pay Regular Assessments as provided in Section 5 and specifically Section 5.6 of the Declaration.

2. In all other respects, the terms and conditions of the Declaration shall, as amended, continue to be in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this instrument to be executed by its Manager under seal, the day and year first above written.

THE FIELDS DEVELOPMENT COMPANY, LLC

By: Richard R. Palmer, Manager  
Richard R. Palmer, Manager

STATE OF NORTH CAROLINA

COUNTY OF MOORE

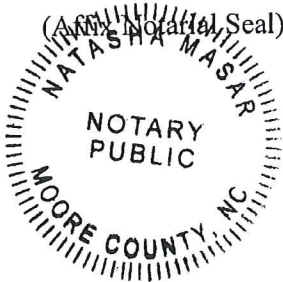
I, Natasha Masar, a Notary Public of the County and State aforesaid, certify that **Richard R. Palmer**, either being personally known to me or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who is the Manager of **The Fields Development Company, LLC**, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he is Manager of **The Fields Development Company, LLC** and that as Manager being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 15<sup>th</sup> day of February, 2008.

Natasha Masar  
Notary Public

My Commission Expires:

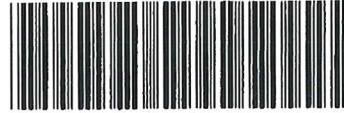
8/28/2010



FOR REGISTRATION REGISTER OF DEEDS

Judy D. Martin  
 Moore County, NC  
 July 03, 2013 01:57:50 PM  
 Book 4232 Page 510-512  
 FEE: \$26.00  
 INSTRUMENT # 2013010724

JM



INSTRUMENT # 2013010724

Drafted by: John M. May, Robbins May & Rich LLP, 120 Applecross Road, Pinehurst, NC 28374

**FOURTH AMENDMENT TO  
 DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS  
 OF THE FIELDS**

May

**This Fourth Amendment to Declaration of Restrictions, Covenants and Easements of The Fields** is made this the 2<sup>nd</sup> day of July, 2013 by The Fields Development Company, LLC (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, Declarant caused to be filed the Declaration of Covenants, Conditions and Restrictions for The Fields which was dated July 30, 2004 and was recorded in Book 2628, Page 29, Moore County Registry (the "Declaration"); and,

WHEREAS, Declarant caused to be filed the First Amendment to Declaration of Restrictions, Covenants and Easements of The Fields which was dated April 26, 2006 and was recorded in Book 3018, Page 506, Moore County Registry (the "First Amendment"); and

WHEREAS, Declarant caused to be filed the Second Amendment to Declaration of Restrictions, Covenants and Easements to The Fields which was dated February 22, 2007 and was recorded in Book 3181, Page 46, Moore County Registry (the "Second Amendment"); and

WHEREAS, Declarant caused to be filed the Third Amendment to Declaration of Restrictions, Covenants and Easements to The Fields which was dated February 15, 2008 and was recorded in Book 3371, Page 80, Moore County Registry (the "Third Amendment"); and

WHEREAS, pursuant to the Declaration, the Declarant Control period still exists and the Declarant has the absolute right to amend the Declaration without the consent of the Lot Owners; and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The first Section of Section 4.5.1 entitled "Class A Members" is herewith deleted and in its place and stead, the following sentence is inserted for clarification purposes:

"Every person, group of persons or entity which is a record Owner of a fee interest in any Lot within the Property, whether or not a Dwelling Unit has been erected thereon, shall automatically be a Class A Member of the Association except the Declarant during the Development Period; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member."

2. The following sentence shall be added to the existing language of Section 11.6:


"No covered arenas of any type or size shall be allowed on any Lot".

3. In all other respects, the terms and conditions of the Declaration and the Amendments herein referenced shall continue to be in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this instrument to be executed by its Manager under seal, the day and year first above written.

THE FIELDS DEVELOPMENT COMPANY, LLC

By:

  
Richard R. Palmer, Manager

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, Natasha Masar, a Notary Public of the County and State aforesaid, certify that **Richard R. Palmer**, either being personally known to me or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who is the Manager of **The Fields Development Company, LLC**, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he is Manager of **The Fields Development Company, LLC** and that as Manager being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 2nd day of July, 2013.

Natasha Masar  
Notary Public

My Commission Expires:

8/28/2015

(Affix Notarial Seal)

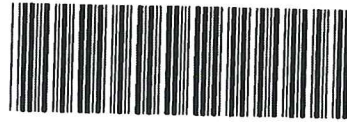


FOR REGISTRATION REGISTER OF DEEDS

Judy D. Martin  
 Moore County, NC  
 July 28, 2014 01:49:33 PM  
 Book 4380 Page 171-180  
 FEE: \$28.00

INSTRUMENT # 2014008829

HM



INSTRUMENT # 2014008829

Drafted by: John M. May, Robbins May & Rich LLP, 120 Applecross Road, Pinehurst, NC 28374

**FIFTH AMENDMENT TO  
 DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS  
 OF THE FIELDS**

May

**This Fifth Amendment to Declaration of Restrictions, Covenants and Easements of The Fields** (hereinafter the "Fifth Amendment") is made this the 16<sup>th</sup> day of May, 2014 by The Fields Development Company, LLC (hereinafter the "Declarant") and consented to by Joan K. Wilson; Robert C. Hildebrandt and wife, Claudia A. Hildebrandt; Gary D. Goodwin; Ben Hess and wife, Patricia Hess; Paul Turner and wife, Tracey Turner; Stanley Martin and wife, Karen Martin; and Matthew Oldroyd and wife, Lisa Oldroyd.

WITNESSETH:

WHEREAS, Declarant caused to be filed the Declaration of Covenants, Conditions and Restrictions for The Fields which was dated July 30, 2004 and was recorded in Book 2628, Page 29, Moore County Registry (hereinafter the "Declaration"); and,

WHEREAS, Declarant caused to be filed the First Amendment to Declaration of Restrictions, Covenants and Easements of The Fields which was dated April 26, 2006 and was recorded in Book 3018, Page 506, Moore County Registry (hereinafter the "First Amendment"); and

WHEREAS, Declarant caused to be filed the Second Amendment to Declaration of Restrictions, Covenants and Easements to The Fields which was dated February 22, 2007 and was recorded in Book 3181, Page 46, Moore County Registry (hereinafter the "Second Amendment"); and

WHEREAS, Declarant caused to be filed the Third Amendment to Declaration of Restrictions, Covenants and Easements to The Fields which was dated February 15, 2008 and was recorded in Book 3371, Page 80, Moore County Registry (hereinafter the "Third Amendment"); and

WHEREAS, Declarant caused to be filed the Fourth Amendment to Declaration of Restrictions, Covenants and Easements to The Fields which was dated July 2, 2013 and was recorded in Book 4232, Page 510, Moore County Registry (hereinafter the "Fourth Amendment"); and

WHEREAS, pursuant to the Declaration, the Declarant Control period still exists and the Declarant has the absolute right to amend the Declaration without the consent of the Lot Owners; and

WHEREAS, it has recently come to the attention of the Declarant that the following Plats; to wit, Plat Cabinet 11, Slide 776, Plat Cabinet 12, Slide 87, Plat Cabinet 12, Slide 319 and Plat Cabinet 12, Slide 519 all of the Moore County Registry, (hereinafter the "Subject Plats") filed incident to the inclusion of additional lots in The Fields development did not include the eight (8) foot Equestrian Easement along the perimeter property lines of certain lots shown on the Subject Plats; and

WHEREAS, the Granting Owners, who are substantially all of the Owners of Lots shown on the Subject Plats, herewith consent to this Fifth Amendment for the purpose of imposing along the exterior property lines of their respective Lots (as hereinafter identified) the eight (8) foot Equestrian.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Subject to the restrictions on use set forth in Section 2 below by the Granting Owner the term "Equestrian Easement" as defined in the Declaration shall include an eight (8) foot easement along the property lines of Lots 4, 4A, 6, 7, 7A, 8, 9, 12 as shown on a plat of The Fields recorded in Plat Cabinet 11, Slide 776; Plat Cabinet 12, Slide 87; Plat Cabinet 12, Slide 319 and Plat Cabinet 12, Slide 519, all of the Moore County Registry; provided, however, as to those property lines of the Subject Lots that do not abut property that is a part of The Fields Development (either now or formerly) (hereinafter an "Exterior Property Line") the width of the Equestrian Easement contiguous to each such Exterior Property Line shall be sixteen (16) feet in width.

2. The Granting Owners herewith join in the execution of this Fifth Amendment for the purposes of consenting to the terms of this Fifth Amendment. In connection with their consent to the terms of this Fifth Amendment, the Granting Owners herewith grant and convey the Equestrian Easements herein described to the parties herein defined.

3. In all other respects, the terms and conditions of the Declaration and the Amendments herein referenced shall continue to be in full force and effect.

(The remainder of this page has been intentionally left blank; signature pages follow)

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this instrument to be executed by its Manager under seal, the day and year first above written.

THE FIELDS DEVELOPMENT COMPANY, LLC

By: Richard R. Palmer *manager*  
Richard R. Palmer, Manager

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

I, LoJuanna B. Pages, a Notary Public of the County and State aforesaid, certify that **Richard R. Palmer**, either being personally known to me or proven by satisfactory evidence (said evidence being \_\_\_\_\_), who is the Manager of **The Fields Development Company, LLC**, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he is Manager of **The Fields Development Company, LLC** and that as Manager being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 16<sup>th</sup> day of May, 2014.

LoJuanna B. Pages  
Notary Public

My Commission Expires:

3/13/2015

(Affix Notarial Seal)





CONSENTED TO BY:

By: Gary D. Goodwin  
Gary D. Goodwin, unmarried (Lot 4)

STATE OF NC  
COUNTY OF MOORE

I, Kelly D Jackson, a Notary Public for said County and State, do hereby certify that **Gary D. Goodwin**, either  being personally known to me or  proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein. Witness my hand and notarial seal, this 22 day of May, 2014.

Kelly D Jackson  
Notary Public

By: Kelly D Jackson  
(Printed Name of Notary)

My Commission Expires:  
4-13-16



CONSENTED TO BY:

By: [Signature]  
Ben Hess (Lot 4A)

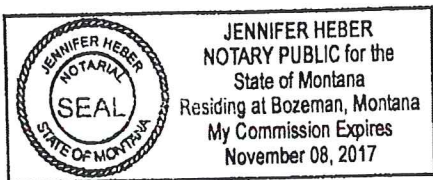
By: [Signature]  
Patricia Hess (Lot 4A)

STATE OF MT  
COUNTY OF Gallatin

I, Jennifer Heber, a Notary Public for said County and State, do hereby certify that **Ben Hess and wife, Patricia Hess**, either  being personally known to me or  proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein. Witness my hand and notarial seal, this 29<sup>th</sup> day of May, 2014.

[Signature]  
Notary Public  
By: Jennifer Heber  
(Printed Name of Notary)

(Official Seal)



My Commission Expires:  
November 8, 2017

CONSENTED TO BY:

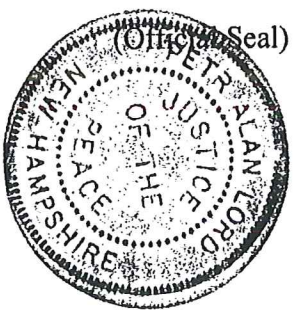
By: [Signature]  
Paul Turner (Lot 6)

By: [Signature]  
Tracey Turner (Lot 6)

STATE OF New Hampshire  
COUNTY OF Hillsborough

I, Petr A. Lord, a Notary Public for said County and State, do hereby certify that **Paul Turner and wife, Tracey Turner**, either  being personally known to me or  proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein. Witness my hand and notarial seal, this 1st day of June, 2014.

[Signature]  
\_\_\_\_\_  
Notary Public  
By: Petr A. Lord  
(Printed Name of Notary)



My Commission Expires:  
PETR A. LORD  
Justice of the Peace - New Hampshire  
My Commission Expires September 28, 2016

CONSENTED TO BY:

By: Stanley M. Martin  
Stanley Martin (Lot 7)

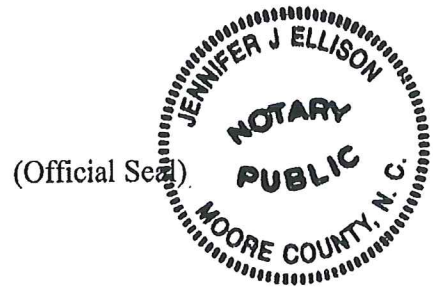
By: Karen J. Martin  
Karen Martin (Lot 7)

STATE OF North Carolina  
COUNTY OF Moore

I, Jennifer J. Ellison, a Notary Public for said County and State, do hereby certify that **Stanley Martin and wife, Karen Martin**, either  being personally known to me or  proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by ~~he~~/she/them for the purposes stated therein. Witness my hand and notarial seal, this 15<sup>th</sup> day of July, 2014.

Jennifer J. Ellison  
Notary Public

By: Jennifer J. Ellison  
(Printed Name of Notary)



My Commission Expires:  
09/11/2018

CONSENTED TO BY:

By: *Robert C. Hildebrandt*  
Robert C. Hildebrandt (Lot 7A)

By: *Claudia A. Hildebrandt*  
Claudia A. Hildebrandt (Lot 7A)

STATE OF North Carolina  
COUNTY OF Moore

I, *L. Juanna B. Pages*, a Notary Public for said County and State, do hereby certify that **Robert C. Hildebrandt and wife, Claudia A. Hildebrandt**, either  being personally known to me or  proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein. Witness my hand and notarial seal, this 16 day of May, 2014.

*L. Juanna B. Pages*  
Notary Public

By: *L. Juanna B. Pages*  
(Printed Name of Notary)



My Commission Expires:  
3/3/2015

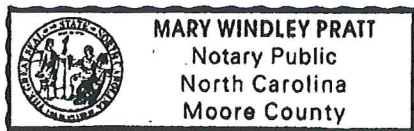
CONSENTED TO BY:

By: [Signature]  
Matthew Oldroyd (Lot 8)

By: [Signature]  
Lisa Oldroyd (Lot 8)

STATE OF North Carolina  
COUNTY OF Moore

I, Mary Windley Pratt, a Notary Public for said County and State, do hereby certify that **Matthew Oldroyd and wife, Lisa Oldroyd**, either  being personally known to me or  proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein. Witness my hand and notarial seal, this 24 day of June, 2014.



(Official Seal)

[Signature]  
Notary Public

By: Mary Windley Pratt  
(Printed Name of Notary)

My Commission Expires:  
03/10/2018

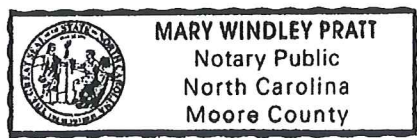
CONSENTED TO BY:

By:

*[Handwritten Signature]*  
Joan K. Wilson, unmarried (Lot 12)

STATE OF North Carolina  
COUNTY OF Moore

I, Mary Windley Pratt, a Notary Public for said County and State, do hereby certify that **Joan K. Wilson**, either  being personally known to me or  proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/they for the purposes stated therein. Witness my hand and notarial seal, this 20<sup>th</sup> day of May, 2014.



(Official Seal)

*[Handwritten Signature]*  
Notary Public

By: Mary Windley Pratt  
(Printed Name of Notary)

My Commission Expires:  
03/10/2018

FOR REGISTRATION REGISTER OF DEEDS  
 Judy D. Martin  
 Moore County, NC  
 July 31, 2014 01:45:55 PM  
 Book 4381 Page 537-539  
 FEE: \$26.00  
 INSTRUMENT # 2014009015

JMM



INSTRUMENT # 2014009015

Prepared by and return to Robbins May & Rich LLP (JMM), 120 Applecross Road, Pinehurst, North Carolina 28374  
 No Title Examination Performed

Brief Description for Index:	Sixth Amendment to Declaration of Restrictions, Covenants and Easements of The Fields
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SIXTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS OF THE FIELDS

May

THIS SIXTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS OF THE FIELDS (this "Amendment") is made as of the date on which it is recorded in the Moore County Registry (the "Effective Date") by The Fields Development Company, LLC, a North Carolina limited liability company, ("Declarant") in order to amend that certain Declaration of Covenants, Conditions and Restrictions recorded on August 20, 2004 in Book 2628, Page 29, Moore County Registry, as amended, (the "Declaration").

WITNESSETH

WHEREAS capitalized terms used but not otherwise defined herein shall possess the meanings ascribed thereto in the Declaration unless otherwise specified herein;

WHEREAS, Declarant caused to be filed the First Amendment to Declaration of Restrictions, Covenants and Easements of The Fields recorded on May 2, 2006 in Book 3018, Page 506, Moore County Registry (the "First Amendment"), and

WHEREAS, Declarant caused to be filed the Second Amendment to Declaration of Restrictions, Covenants and Easements of The Fields recorded on February 22, 2007 in Book 3181, Page 46, Moore County Registry (the "Second Amendment"), and

WHEREAS, Declarant caused to be filed the Third Amendment to Declaration of Restrictions, Covenants and Easements of The Fields recorded on February 15, 2008 in Book 3371, Page 80, Moore County Registry (the "Third Amendment"), and

WHEREAS, Declarant caused to be filed the Fourth Amendment to Declaration of Restrictions, Covenants and Easements of The Fields recorded on July 3, 2013 in Book 4232, Page 510, Moore County Registry (the "Fourth Amendment"), and

WHEREAS, Declarant caused to be filed the Fifth Amendment to Declaration of Restrictions, Covenants and Easements of The Fields recorded on July 28, 2014 in Book 4380, Page 171, Moore County Registry (the "Fifth Amendment"), and



WHEREAS, Pursuant to the Declaration, the period of Declarant Control described as the "Development Period" in Article I, Section 1.15 of the Declaration still exists and Declarant has the absolute right to amend the Declaration without the consent of the Lot Owners; and

WHEREAS, the Conceptual Master Plan for The Fields Development provides for the development of Phase Three containing 355 acres into 30 lots each with a minimum area of ten (10) acres; however, due to the ongoing economic conditions completion of Phase Three has not been completed as of the date of the recording of this Amendment, and Declarant therefore desires to extend the Development Period as provided in Article I, Section 1.15 of the Declaration for an additional two (2) years; and,

NOW, THEREFORE, Declarant hereby amends the Declaration as hereinafter set forth.

1. Section 1.15 of the Declaration is herewith deleted in its entirety and in its place and stead the following Section 1.15 is inserted:

Section 1.15 "Development Period" means the period commencing on the date on which this Declaration is recorded in the Moore County Register of Deeds and terminating on the earlier to occur of (i) when Declarant no longer owns a Lot in the Subdivision; (ii) the date that Declarant relinquishes in writing Declarant's right to appoint Directors; or (iii) the occurrence of the date twelve (12) years from the date of recording the Declaration, renewable for an additional ten (10) year period with the consent of a majority of Lot Owners other than the Declarant.

2. Except as amended herein, the terms and conditions of the Declaration as previously amended shall continue in full force and effect.

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Amendment is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

The Fields Development Company, LLC

*Richard R. Palmer*

(SEAL)

By: Richard R. Palmer  
Its: Manager

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Richard R. Palmer	Manager, The Fields Development Company, LLC

- I have personal knowledge of the identity of the principal;
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_; or
- A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 31 day of July, 2014.

*Natasha Masar*

Notary Public

Print notary name: Natasha Masar  
(notary name must be exactly as on notary seal)

My commission expires: 3/28/2015



[affix notary seal, which must be fully legible, below]

FOR REGISTRATION REGISTER OF DEEDS  
 Judy D. Martin  
 Moore County, NC  
 April 13, 2017 03:58:54 PM  
 Book 4800 Page 252-253  
 FEE: \$26.00  
 INSTRUMENT # 2017005176

JR



INSTRUMENT # 2017005176

Prepared by and return to Robbins May & Rich LLP (JMM), 120 Applecross Road, Pinehurst, North Carolina 28374  
 No Title Examination Performed

Brief Description: Seventh Amendment to Declaration of Restrictions, Covenants and Easements of The Fields

*May* **SEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS OF THE FIELDS**

THIS SEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS OF THE FIELDS (this "Amendment") is made as of December 12, 2015 (the "Effective Date") by The Fields Development Company, LLC, a North Carolina limited liability company, ("Declarant") in order to amend that certain Declaration of Covenants, Conditions and Restrictions recorded on August 20, 2004 in Book 2628, Page 29, Moore County Registry, as amended, (the "Declaration").

WITNESSETH

WHEREAS capitalized terms used but not otherwise defined herein shall possess the meanings ascribed thereto in the Declaration unless otherwise specified herein;

WHEREAS, Declarant previously recorded the First through Sixth Amendments to the Declaration as follows:

First Amendment – recorded on May 2, 2006 in Book 3018, Page 506, Moore County Registry;  
 Second Amendment - recorded on February 22, 2007 in Book 3181, Page 46, Moore County Registry;  
 Third Amendment - recorded on February 15, 2008 in Book 3371, Page 80, Moore County Registry;  
 Fourth Amendment - recorded on July 3, 2013 in Book 4232, Page 510, Moore County Registry;  
 Fifth Amendment - recorded on July 28, 2014 in Book 4380, Page 171, Moore County Registry; and  
 Sixth Amendment – recorded on July 31, 2014 in Book 4381, Page 537, Moore County Registry.

WHEREAS, pursuant to the Declaration, the period of declarant control described as the "Development Period" in Article I, Section 1.15 of the Declaration, as amended, still exists as of the date hereof; and

WHEREAS, pursuant to the Declaration the Declarant has the unilateral right to amend the Declaration as by extending the Development Period as hereinafter set forth; and

WHEREAS, at the Annual Meeting of the Lot Owners held on December 12, 2015, the Lot Owners of the Association also approved the extension of the Development Period for an additional two (2) years until August 20, 2018.

NOW, THEREFORE, Declarant hereby amends the Declaration as hereinafter set forth.

1. Section 1.15 of the Declaration is herewith amended to provide that the Development Period expires on August 20, 2018.

2. Except as amended herein, the terms and conditions of the Declaration as previously amended shall continue in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed (a), if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names or signatures, (b), if by a corporation, by the duly authorized officers, directors or shareholders of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the name of the corporation or the signatures of the officers, directors or shareholders, (c), if by a partnership, by the duly authorized partners of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the partnership or the signatures of the partners or (d), if by a limited liability company, by the duly authorized members or managers on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the limited liability company or the signatures of the members or managers, on the day and year first above written.

The Fields Development Company, LLC

Richard R. Palmer (SEAL)

By: Richard R. Palmer  
Its: Manager

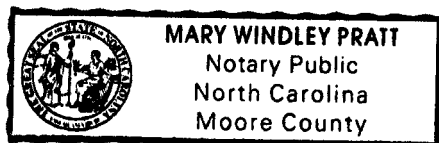
STATE OF North Carolina  
COUNTY OF Moore

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Richard R. Palmer	Manager, The Fields Development Company, LLC

- I have personal knowledge of the identity of the principal;  
 I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_; or  
 A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 11 day of April, 2017.



Mary Windley Pratt  
Notary Public

Print notary name: Mary Windley Pratt  
(notary name must be exactly as on notary seal)

My commission expires: 03/10/2018

[affix notary seal, which must be fully legible, below]

For Registration Register of Deeds  
Judy D. Martin

Moore County, NC

Electronically Recorded

February 27, 2019 1:33:18 PM

Book: 5094 Page: 115 - 117 #Pages: 3

Fee: \$26.00 NC Rev Stamp: \$0.00

Instrument # 2019002412

Prepared by and return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

COUNTY OF MOORE

EIGHTH AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE FIELDS

THIS EIGHTH AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for The Fields is made this 13<sup>th</sup> day of February 2019 by the lot owners and members of The Fields Property Owners Association, Inc. (hereinafter, "the Association") and the Association,

WHEREAS, the original developer caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for The Fields on 20 August 2004 with the Moore County Register of Deeds at book 2628, page 29 (hereinafter, "Declaration"), as well as numerous additional amendments with the last amendment being that certain Seventh Declaration of Covenants, Conditions and Restrictions for The Fields recorded at book 4800, page 252 of the Moore County Registry;

WHEREAS, the Declaration allows the membership to amend the Declaration with the affirmative vote of seventy-five percent (75%) of the Members of the Association;

WHEREAS, the requisite number of Members have voted to clarify Article 10.6 of the Declaration to allow donkeys and mules;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Conditions and Restrictions for The Fields shall be amended as follows:

1. To amend Article 10.6, as follows:

"Section 10.6 Animals and Pets. No animals of any kind shall be raised, bred, or kept on

any Lot or in any Dwelling Unit or in the Common Areas, except five (5) dogs, five (5) cats, horses, donkeys, mules or ponies as hereinafter limited, and other farm animals as may be approved by affirmative vote of 75 percent (75%) of the Owners, subject to the Rules and Regulations of the Association, provided that such dogs, cats, horses, ponies, donkeys and mules are not kept, bred or maintained for any commercial purpose. The right of an occupant to maintain an animal in a Dwelling Unit shall be subject to termination if the Board in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Subdivision or occupants. No more than four (4) horses, donkeys, mules or ponies may be allowed on a Lot containing less than fifteen (15) acres and no more than eight (8) horses, donkeys, mules or ponies may be allowed on a Lot containing more than fifteen (15) acres.”

2. This amendment shall be effective upon recordation in the Office of the Moore County Registry.

3. Except as amended hereinabove, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

WHEREFORE, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the foregoing amendment.

CERTIFICATION OF VALIDITY OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIELDS

By authority of its Board of Directors, the undersigned hereby certifies that the foregoing instrument has been duly adopted and approved by the affirmative vote of at least seventy-five percent (75%) of the Members, and is, therefore, a valid amendment to the Declaration of Covenants, Conditions and Restrictions for The Fields.

THE FIELDS PROPERTY OWNERS ASSOCIATION, INC.

By [Signature]  
President

ATTEST:

[Signature]  
Secretary



STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF MOORE

I, Clara J Mitchell, a Notary Public of the County and State aforesaid, certify that <sup>dores</sup> <sub>harbournet</sub> , personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of The Fields Property Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by Dores Charbonnet as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 13 day of February 2019.  
Clara J Mitchell  
Notary Public

My commission expires: 11-18-2023

