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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR HIGHCROFT SUBDIVISION

Prepared by/return to:  
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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made the this the 9<sup>th</sup> day of October, 2012, by HIGHCROFT OF FAYETTEVILLE, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Fayetteville, Cumberland County, North Carolina known as HIGHCROFT, a zero lot line subdivision; a plat of Highcroft, Phase One being duly recorded in Plat Book 131, Page(s) 135 (the "Plat") of the Cumberland County, North Carolina Registry; and

WHEREAS the Declarant desires to provide for the preservation of the values and amenities and for the maintenance of common properties in said property and under a general plan or scheme of improvement desires to subject said property to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter act forth, hereinafter referred to as the "Covenants" or the "Declaration", all of which is hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS, the Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which can be delegated and assigned the power and authority of maintaining and administering the common properties, administering and enforcing these covenants and restrictions and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement; and

WHEREAS, the Declarant has caused to be incorporated under the laws of the State of North Carolina, a non-profit corporation, HIGHCROFT OWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid, which functions are hereinafter more fully set forth;

NOW THEREFORE, the Declarant declares that the real property depicted on the above-described plat shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens hereinafter set forth. This Declaration and the affirmative and negative burdens of these covenants, shall touch and concern and run with the land herein referred to as the "Property." All rights and easements reserved by the Declarant hereunder shall also be reserved to the assignees and successors in interest of the Declarant.

ARTICLE I  
DEFINITIONS

(a) "Association" shall mean and refer to the Highcroft Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

(b) "Board" or "Board of Directors" shall mean those persons elected or appointed and acting collectively as the Board of Directors of the Association.

(c) "Common Properties" or "Common Areas" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association. Both terms will include stormwater ponds, open space, dedicated streets and roadways prior to their acceptance for public maintenance, entrance signage, and any personal property acquired by the Association. All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying dwelling places or accommodations of Owners on a guest or tenant basis, and visiting members (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association; provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease. Reference to Common Properties in these covenants does not imply or guarantee that the Property affected by these covenants or any future section(s) of Highcroft will have any Common Properties.

(d) " Common Expenses" shall mean and include:

- (1) All sums lawfully assessed by the Association against its members;
- (2) Expenses of administration, maintenance, repair, or replacement of the Common Properties, including, without limitation, all labor, services, common utilities, materials, supplies, equipment, costs incurred in acquiring a Lot pursuant to a judicial sale, legal, accounting or managerial fees, and all expenses in connection with the Association's responsibilities under the Wet Detention Basin Operation and Maintenance Agreement (the "Stormwater Agreement") affecting the Property;
- (3) Expenses declared to be common expenses by the provisions of this

Declaration or the Bylaws;

(4) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the association to purchase or as the Association may deem appropriate to purchase;

(5) Ad valorem taxes and public assessment charges lawfully levied against Common Properties;

(6) The expense of the maintenance of private drainage and utility easements and facilities located therein which are within the boundaries of the Property;

(7) The expense of maintenance of any roads, streets, easements, landscaping, amenities, taxes or any other expense item associated with any Common Property not located on the Property but permitted to be used by the members of this Association by any adjoining landowner, association or other entity pursuant to any cross-easement, cross-access or other agreement by the Association with the adjoining land owner;

(8) Expenses for maintenance of security devices or personnel, if any;

(9) Payments into any escrow account required under any Stormwater Agreement, which may include funding of the escrow account prior to a transfer of maintenance and operation responsibilities from Declarant to Association; and

(10) Any other expenses determined by the Board or approved by the members to be common expenses of the Association.

(e) "Declarant" shall mean Highcroft of Fayetteville, LLC, a North Carolina limited liability company, and its successors and assigns.

(f) "Covenants" or "Declaration" shall mean this instrument as it may be from time to time amended, supplemented, modified or incorporated by reference.

(g) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property, as such map or maps may be from time to time amended or modified.

(h) "Offensive or Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior or activity which *is* inconsistent with both the reasonable pleasurable use of the Property area by substantial number of the residents and overnight guests and their reasonable expectations of permanent habitation, vacation meeting, working, recreating, or enjoying sports, music, food, natural surroundings, and entertainment, free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, significantly loud radio, hi-fi, electronic music distractions, and other unreasonable behavior curtailing the reasonable pleasure and use of the facilities within or adjacent to the Property. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Declarant shall not constitute offensive or noxious activity or behavior unless such permit is withdrawn by the Declarant, or its terms and conditions violated.

(i) "Owner" shall mean and refer to the owner as shown by the records in the Register of Deeds of Cumberland County, North Carolina, whether it be one or more persons, firms,

associations, corporations, or other legal entities, including the Declarant, of fee title to any Lot depicted on the plat of Highcroft, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Register of Deeds, a long-term contract of sale covering any Lot or parcel of land within the Property, the purchaser under said contract of such Lot or parcel of land shall be the Owner and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(j) "Period of Declarant Control" means the period commencing on the date hereof and continuing until the later of (i) ten (10) years after the date of the first conveyance of a Lot to an owner other than Declarant; or (ii) that date when the City of Fayetteville approves the transfer of stormwater facilities management from the Declarant to the Association and releases the performance guarantee bond for the stormwater facilities associated with Highcroft subdivision.

(k) "Property" shall mean and refer to the land as shown on the Plat. "Property" shall also include future sections of Highcroft as the same may be developed from time to time except that such future sections shall become subject to these covenants only from and after the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants, or portions of same. The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of Declarant, to reflect the different character, if any, of the new section.

## ARTICLE II PROPERTY, UTILITIES, AND RESERVED RIGHTS

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these covenants is defined as the Property above.

Section 2. Special Declarant Rights. Declarant reserves the following special declarant rights for the entire Property during the period of Declarant control,:

- (a) To complete any and all improvements indicated on the plats and plans;
- (b) To exercise any development right reserved in this Declaration;
- (c) To construct and maintain any sales office, signs advertising the Property or any property which may be added thereto, management office or model on any of the Lots or on any of the Common Properties shown on the plat;
- (d) To use easements through the Common Properties for the purpose of making improvements within the Property or any property added thereto; to enter upon the subdivision for access, including ingress and egress for both vehicles and pedestrians, to and from any public

street; or to connect at Declarant's expense to any street, roadway walkway or other means of access located on the Common Properties;

(e) To alter the size of any Lot, combine or merge two or more Lots, to subdivide Lots or other Property into Common Property, extend streets and utilities through Lots;

(f) To appoint or remove any officer or member of the Association Board during the period of Declarant control;

(g) To annex any adjacent property developed in conformity with the plan of development, whether now owned or acquired in the future and whether presently contiguous; or

(h) To transfer responsibility for any stormwater detention ponds or other BMP's to the Association pursuant to any Maintenance and Operation Agreement affecting the Property.

Section 3. Utilities. Declarant reserves the right to subject the Property to a contract with public utility provider(s) for the installation of overhead and/or underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to such public utility provider by the owner of each Lot. Declarant may devote any Lot or portion thereof, not already sold, for any construction and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities.

Section 4. Utility Easements. Easements for installation and maintenance for utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever except stormwater ponds, open space, and side yard easements which are for the use and benefit of those persons and Lots as described herein.

### ARTICLE III RESTRICTIONS

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

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

Section 3. No dwelling shall be erected or allowed to remain on any of the said Lots

which shall contain a heated-area living space of less than One Thousand Two Hundred [1,200] square feet. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purposes, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the Lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Declarant shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by the Declarant and until a copy of all such plans and specifications, as finally approved by the Declarant have been lodged permanently with the Declarant. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Declarant may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the Lot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In the event the Declarant fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of the Declarant shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

Section 4. All structures shall comply with the City of Fayetteville Code with regard to all set-back requirements. When consistent with the zoning ordinances (or any variance granted), the building line set-back as provided for in this paragraph may be varied by as much as ten (10) percent with the express consent of Declarant, which said consent document need not be on record in the Office of the Register of Deeds, Cumberland County, North Carolina.

Section 5. No solid panel fences may be erected closer to any street line than the corner of the house closest to the street line. No wire fences of any description shall be permitted closer to any street line than the corner of the house closest to the street line. No fences made of concrete block or what is commonly known as "chicken wire" shall be permitted anywhere on the Lot. No fence shall exceed six feet (6') in height. Only ornamental fences (e.g., split rail fences, or fences through which there is at least 75% visibility) not to exceed three feet (3') in height may be erected between the house and the street line. Fences on the rear of the house situated on interior Lots must be attached to the rear corner of the house and must extend toward the side lines. Rear fences may be solid wood or vinyl, not to exceed six feet (6') or wood or vinyl picket, split rail with welded wire mesh or chain link not to exceed four feet (4') in height. On corner Lots, the fence

must extend from the rear corner of the house closest to the side street and extend to the rear Lot line. On the opposite corner the fence can extend to the interior side property line before turning to the rear Lot line.

Section 6. Television satellite or dish antennas having a diameter in excess of twenty-two inches (22") are prohibited. All dishes are to be placed to the rear of the house or to the side of the house within five feet (5') of the rear corner of the house.

Section 7. No sign or signs other than a "For Sale" or "For Rent" sign shall be displayed on the property.

Section 8. No automobile or motor vehicle may be dismantled or stored on any Lot; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on any Lot for over thirty-five [35] days. Notwithstanding the above, these restrictions shall not apply if such vehicle is kept in an enclosed garage. Commercial vehicles, camper trailers, trailers, and/or boats shall be stored at the rear of the residence and shall be within the yard set-backs. If more than two of the above non-private vehicles, trailers or boats are stored on any Lot, they shall be screened from view of other Lots.

Section 9. No trailer, tent, shack, garage, barn or similar type outbuilding shall be placed, erected or allowed to remain on any Lot without the written consent of Declarant; nor shall any structure of a temporary character be used as a residence temporarily, permanently or otherwise.

Section 10. It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and grantees and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right to enforce same.

Section 11. The invalidation of any one or more or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants or portions thereof.

Section 12. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the Property. No breed of dogs that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, including, but not limited to, pitbulls, rottweilers, Dobermans, chows and German shepherds, nor any dog whose lineage includes any part of any of said breeds, nor any dog that has at any time bitten a person, nor any dog that has been trained as an attack dog, shall be permitted on the Property unless such dog is at all times confined within a double fence when outside the residence. The outer fence shall be a solid panel privacy fence six feet (6') tall. There shall be an interior fence that totally contains the animal or animals running parallel to the privacy fence at a distance of not less than five feet (5') from the outer fence at any point, including the points where the outer fence joins the residence. The outer and inner fence shall comply with Section 5 of this Article and shall be six feet (6') tall. These dogs described above must remain in the yard at all time and cannot be walked or exercised in the neighborhood at any time.

It is the intent of these covenants to hide dog houses or dog containment structures from public view. Other than the dual fences described above, any dog house or dog containment structure or system must be located to the rear of the principal dwelling structure and must be located within thirty feet (30') of the rear of the main structure. No such permitted dog house or dog containment structure or system shall be placed, erected or maintained closer to any street than the rear corner or side of the principal dwelling structure on improved Lots or closer to any street than the setback line on any vacant Lot, and in no event closer to any street than thirty feet (30'). On improved corner Lots, no dog house or dog containment structure or system shall be placed any closer to the street than the rear corner of the principal dwelling structure closest to the street, or, on vacant Lots, closer to any street than the setback line, and in no event closer to any street than thirty feet (30').

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner, upon acquiring title, shall be 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 cease. The Declarant acting through its designated officers, employees and agents shall be a member of the Association. In the case of multiple ownership of any Lot in Highcroft subdivision, each Owner shall be a member, subject to such limitations and fees established by the Declarant and Review Board from time to time.

Section 2. Voting Rights. The Association shall have one type of regular voting membership. Each Owner shall be entitled to one (1) vote for each Lot which he owns. If a dwelling unit is constructed on more than one (1) Lot, the Owner shall have only one (1) vote so long as such Lot remains a part of the consolidated site.

When any Lot entitling the Owner to membership of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenants-in-partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same Lot, then the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Composition of Board. The Association shall be governed by a Board of Directors consisting initially of three (3) persons, with the number in subsequent years to be determined as provided for in the By-Laws of the Association. The Declarant shall have the right to appoint and remove all three (3) persons on the Board and to appoint and remove all officers of the Association during the period of Declarant control.

Section 4. Cumulative Voting Prohibited. Each Owner shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to multiplied by the number of Directors to be elected, but may not cast all of such votes for any one (1) Director and must distribute them among the number to be voted for, and all votes must be cast in whole numbers and not fractions



thereof. It is the intent of this Section to prohibit cumulative voting.

ARTICLE V  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Owners' Easement of Enjoyment in Common Properties. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Owner and every tenant and guest of such Owner shall have a right of easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot. The privilege granted to guests and tenants of Owners to use and enjoy the Common Properties, subject to the rules, regulations and fees, if any, established by the Association for such use, may be denied to or withdrawn from such guests or tenants by an affirmative vote of ninety percent (90%) of the votes cast at a meeting of the Association called for the purpose of voting on such denial or withdrawal.

Section 2. Access Easement. Appurtenant to each Lot is an easement over any Common Areas for access, ingress and egress from and to public streets and walkways and easements for enjoyment of the common areas and for parking areas. Any such easement shall be upon such walkways, driveways or other ways as are designated by the Declarant and/or the Association and shall be subject to the terms of this Declaration.

Section 3. Title to Common Properties. The Declarant covenants for itself, its successors or assigns, that it shall convey to the Association by limited warranty deed the "Common Properties" or "Common Area" prior to the end of the period of Declarant control. All said parcels of land may be conveyed to the Association subject to: (1) all restrictive covenants of record at that time, including but by no means limited to this Declaration; (2) all existing mortgages; (3) a reservation by the Declarant of the right to substitute or add new mortgages thereon; provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgage; (4) easements reserved by the Declarant herein for special declarant rights; and (5) the Wet Detention Basin Operation and Maintenance Agreement affecting the Property.

Section 4. Extent of Owners' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Bylaws, to borrow money from the Declarant or any other lender for the purpose of improving and/or maintaining the Common Properties and providing services authorized herein and in aid thereof to mortgage said properties;

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) the right of the Association, as provided in its By-laws to suspend the rights and easements of enjoyment of any Owner, or any tenant or guest of any Owner, for any period during

which the payment of any assessment against any Lot owned by such Owner remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties and any facilities included therein;

(e) the right of the Declarant or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties; and

(f) the right of the Association to give or sell all or any part of the Common Properties, including leasehold interests, to any public agency, authority, public service district, or private concern for such other purposes and subject to such conditions as may be agreed to by the Owners, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfer and determination as to purposes and conditions shall be authorized by (i) the Declarant as long as it owns any portion of the Property and (ii) the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established herein and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Owner of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by an officer of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership and shall not apply to roads, water, sewer and storm drainage dedicated or deeded to the City of Fayetteville or County of Cumberland by the Declarant. The Declarant may make such dedications or conveyances without the members' consent;

(g) the right of Declarant to use Common Properties for promotional, sales, and similar purposes during the Period of Declarant Control; and

(h) the special Declarant rights reserved herein.

ARTICLE VI  
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which are Common Expenses; (2) special assessments for extraordinary maintenance and capital improvements; (3) special assessments for purchase, construction or reconstruction of

improvements; and (4) to the appropriate governmental taxing authority, a pro rata share of assessments for public improvement to the Common Properties if the Association shall default in payment thereof. The annual and special assessments, together with interest and costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The Association shall also have the authority, through the Board of Directors, to establish, fix and levy a special assessment on any Lot to secure the liability of the Owner thereof to the association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditure of time and money or both, by the Association for repair or remedy.

Each Owner covenants, for himself, his heirs, successors and assigns, to pay each assessment levied by the Association on the Lot described in such conveyance to him within ten (10) days of the due date as established by the Board, and further covenants that if said assessment shall not be paid within thirty (30) days of the due date, the payment of such assessment shall be in default and the amount thereof become a lien upon said Owner's Lot as provided herein and shall continue to be such lien until fully paid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the paying of Common Expenses to promote the recreation, health, safety, and welfare of the Owners of Lots; and, in particular, but not limited to, for the acquisition, improvement and maintenance of services, amenities and facilities, and for the use and enjoyment of the Common Properties, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Properties, the procurement and maintenance of insurance in accordance with the Bylaws or as deemed appropriate by the Board, the employment of counsel, accountants, managers, engineers, and other professionals for the Association when necessary, payments for maintenance, operation, and escrow under any Stormwater Agreement; and such other needs as may arise.

Section 3. Amount of Assessment.

(a) Criteria for establishing Annual Assessment. In establishing the annual assessment for any assessment year, the Board of Directors shall consider all current cost and expenses of the Association, any accrued debts, and reserves for future needs.

(b) Regular Assessments. Until such time as the Board affirmatively establishes an initial assessment, the assessment shall be \$240.00 annually based on the calendar year; such annual assessment for each Lot shall commence at the time of the first sale or first lease of the Lot with a completed residence thereon (collectively, the "First Sale"), prorated on a calendar year

basis. In addition, each Lot shall be assessed a one time or initial start-up fee of \$145.00 at the time of the closing or rental commencement date of the First Sale. Thereafter, the Board of Directors shall fix the annual assessment. The Board of Directors, or any adjudicatory panel established by the Board, may levy a reasonable Fine Assessment as a fine or penalty for violation of this Declaration. In addition, the Board may enact additional fees for late payments, fees for providing written assessment certificates setting forth all current and delinquent assessment charges, and fees to transfer ownership of a Lot upon the Association's records.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy, in any assessment, year, a special assessment for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, restoration, repair or replacement of a capital improvement upon the Common Properties, any extraordinary maintenance, including fixtures and personal property related thereto and any property for which the Association is responsible provided that any such assessment shall have the assent of (i) two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose; and (ii) Declarant, as long as Declarant owns a Lot.

Section 5. Replacement Reserve. Out of the Common Expenses assessment, the Board may create and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Properties which the Association may be obligated to maintain.

Section 6. Individual Assessment. In the event that the need for maintenance, repair or replacement of any improvement on the Property, for which the Association as the maintenance, repair and/or replacement obligation, is caused through the willful or negligent act of an Owner, his family, his pet(s), or tenant, 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 therein.

Section 7. Notice and Quorum For Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Owners not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be twenty-five (25%) percent of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or other periodic basis established by the Board; provided, however, that Declarant shall not be obligated to pay any annual or special assessments on any Lot owned by Declarant.

Section 9. Date of Commencement of Annual Assessments; Due Dates. Annual assessments shall not commence until the First Sale as set forth in Section 3(b) above. Thereafter

annual assessments shall commence as to all Lots on the first day of the month following the passage of a resolution by the Board duly establishing same. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall bear interest from the due date at the rate of ten percent (10%) per annum or at such other reasonable rate set by the Association in its minutes, not to exceed the highest rate then permitted by North Carolina law. The Association may bring an action at law against the Owner personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorneys' fees, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

The lien herein granted unto the Association shall be enforceable pursuant to Chapter 47F of the Planned Community Act of North Carolina ("PCA") from and after the time of recording a Claim of Lien in the Office of the Clerk of Superior Court in the County in which the Property is located in the manner provided therefore by the PCA, which claim shall state the description of the Lot encumbered thereby, the name of the record owner, the amount due and date when due. The claim of lien shall be recordable any time after thirty (30) days after the due date of the assessment or any installment thereof and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid. Such claims of lien shall include all assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed by an officer or agent of the Association. In any foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

Section 11. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage and ad valorem taxes on said Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not abate the personal obligation of the prior owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Exempt Property. Any portion of the Property dedicated to, and accepted by, a local public authority and any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII  
FUNCTIONS OF ASSOCIATION

Section 1. Authorized Services. The Association shall be required to provide the following services:

- (a) maintenance of the Common Properties;
- (b) performance of the services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;
- (c) taking any and all actions necessary to enforce all covenants and restrictions affecting the Property, and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property, including but not limited to fining Owners for violating same or for not properly maintaining their property;
- (d) constructing improvements on Common Properties for use for any of the purposes or as may be required to provide the services as authorized in this ARTICLE;
- (e) provision of administrative services including but not limited to insurance, legal, accounting and financial, and communication services informing Owners of activities, notice of meetings, referendums, etc., incident to the above-listed services, and payment of taxes and other expenses;
- (f) any other services necessary to perform its obligations hereunder.

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.

In the event the Association is unable or unwilling to perform any of the services listed above in a manner satisfactory to the Declarant, the Declarant shall be and hereby is authorized to perform such services, at the Association's expense, as long as such expenses are reasonable and necessary to carry out the Declarant's obligations under this Declaration.

The Association shall be responsible for the provision of liability insurance, any taxes, maintenance of recreation, wet detention basins and other facilities located on the Common Properties, and payment of assessments for public and private capital improvements made to or for the benefit of the Common Properties located within the development. In addition, the Association shall be responsible for the maintenance and operation of any stormwater structural controls and BMPs at such time as those responsibilities are transferred to the Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any *ad valorem* taxes levied against the Common Properties or assessments for public improvements to the Common Properties, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by dividing the total taxes and/or assessments due by the total number of building sites in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due,

then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law against the Owner personally obligated to pay the same or may elect to foreclose the lien against the property of the Owner.

Section 2. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority, to borrow money for use by the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association which loans shall be used by the Association in performing its authorized functions. The Declarant may, but shall not be obligated to, make loans to the Association, subject to approval by the Declarant of the use to which such loan proceeds will be put and the method by which such loans will be repaid and subject to a maximum of loan amount approved by the Declarant, at interest rates acceptable to the Declarant. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the minimum regular annual assessment at any time there is outstanding any amounts due the Declarant as repayment of any loans made by the Declarant to the Association.

Section 3. Maintenance Obligation of Owners. The responsibilities of each Lot Owner shall include the following:

- (a) To clean, maintain, keep in good order and reasonable repair, at his or her expense, all portions of his or her Lot and residence;
- (b) To perform his or her responsibilities in such manner so as not unreasonably to disturb other persons residing with the subdivision.

#### ARTICLE VIII DURATION

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, the Declarant or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five-year period this Declaration shall be automatically renewed and extended for successive ten-year periods.

#### ARTICLE IX AMENDMENTS

Declarant reserves the right to alter or amend this Declaration during the period of Declarant control. Otherwise, this Declaration may be amended as set forth in N.C.G.S. §47F-2-117 except that neither the Association nor the Owners may amend this Article IX to diminish or remove Declarant's powers hereunder.

#### ARTICLE X NOTICES

Section 1. How Notice Given. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner on the Association's books, on the first day of the calendar month in which a said notice is mailed.

Section 2. Notice to Co-Owners. Notice to one (1) of two (2) or more co-owners of a Lot shall constitute notice to all co-owners.

Section 3. Notice Where Address or Ownership Changed. It shall be the obligation of every Owner to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor-in-title.

## ARTICLE XI ENFORCEMENT, SEVERABILITY AND INTERPRETATION

Section 1 Means of Enforcement. Enforcement of these Covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these Covenants.

Section 2. Severability. Should any covenants and restrictions herein contained, or any ARTICLE, Section, paragraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 3. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation of construction which will best result in the consummation of the general plan of development of the Property. The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning or similar ordinance which allows a less restricted use of the Property.

Section 4. Authorized Action. All action which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 5. Trespass. Whenever the Association, and/or the Declarant are permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

Section 6. Conflict. In the event of any conflict between the provisions of this



Declaration and any applicable provisions of the City of Fayetteville Ordinances, the provisions of the City of Fayetteville Ordinances shall control.

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

HIGHCROFT OF FAYETTEVILLE, LLC

By: [Signature]  
Name: D Ralph Huff III  
Title: Manager President

STATE OF NORTH CAROLINA

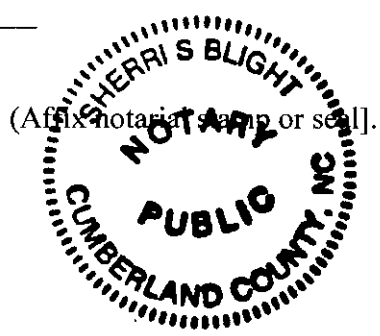
COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or 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 driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: D RALPH HUFF III, Manager

Date: 10-9-12

[Signature]  
Notary Public  
SHERRI S BLIGHT  
Printed or Typed Name of Notary Public

My commission expires: 2-7-16



(N.P. SEAL)

FILED Jul 28, 2016  
AT 03:33:00 pm  
BOOK 09910  
START PAGE 0163  
END PAGE 0165  
INSTRUMENT # 22889  
RECORDING \$26.00  
EXCISE TAX (None)

JS

SUPPLEMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
ANNEXATION OF  
HIGHCROFT PHASE TWO, PART ONE

Prepared by/~~return~~ to: **Box**  
Rebecca F. Person  
2401 Robeson Street  
Fayetteville, NC 28305

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNEXATION OF HIGHCROFT PHASE TWO, PART 1 (this "Amendment") is made and entered into this 22<sup>nd</sup> day of July, 2016 by HIGHCROFT OF FAYETTEVILLE, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant":

WITNESSETH:

Declarant executed and caused to be recorded a certain Declaration of Covenants, Conditions, and Restrictions for Highcroft Subdivision in Book 9049, Page 349 of the Cumberland County, NC, Registry, the terms of which are incorporated herein by this reference. (The aforesaid Declaration of Covenants, Conditions, and Restrictions for Highcroft Subdivision, as amended, is hereinafter referred to as the "Declaration").

The Declaration provides that additional lots and future sections of Highcroft Subdivision would become subject to the Declaration after recording the plat for said new lots or new section and recording a Supplemental Declaration which expressly made the new lots or new section subject to said Declaration. Additionally, the Declaration provides that the Declarant may alter or amend the Declaration as long as Declarant owns any Lot or any portion of the Property (as those terms are defined in the Declaration).

Declarant is the owner of and has caused to be recorded a plat of "HIGHCROFT PHASE TWO, PART 1" (the "New Section") as recorded in Plat Book 138, Page 10, Cumberland County, North Carolina Registry. Declarant desires the New Section as set forth above be subject to and bound by the Declaration and further desires that the said real property as shown on said plat of the New Section held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration, except as amended below.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby expressly declares that the New Section as described above be and hereby is subject to the Declaration, except as amended herein:

Annexation of Additional Lots.

- a. All references to a recorded plat in the Declaration shall include the plat of the New Section.
- b. "Lot" as defined in the Declaration shall include a numbered lot as shown on the plat of the New Section, excluding any "common area", "open spaces" or "detention basins" as may be shown on the plat.
- c. "Common Area" as defined in the Declaration shall include common area and common area access as shown on the plat of the New Section.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHERE, Declarant has hereunto set its hand and seal.

HIGHCROFT OF FAYETTEVILLE, LLC

By: [Signature] (SEAL)

Name: D. Ralph Huff, III  
Title: Manager

NORTH CAROLINA  
CUMBERLAND COUNTY

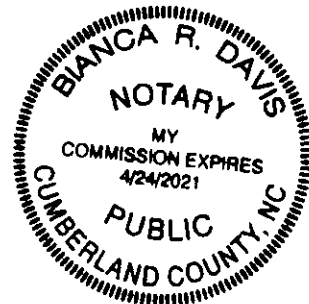
I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: D. Ralph Huff, III, Manager

Date: July 22, 2016

[Signature]  
Notary Public

Bianca R. Davis  
Printed or Typed Name of Notary Public

My commission expires: 4/24/2021



(N.P. SEAL)

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

FILED	Dec 06, 2017
AT	10:36:38 am
BOOK	10215
START PAGE	0437
END PAGE	0439
INSTRUMENT #	38038
RECORDING	\$26.00
EXCISE TAX	(None)

AH

SUPPLEMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR  
 ANNEXATION OF  
 HIGHCROFT PHASE TWO, PART 2

Prepared by/~~return to~~:  
 Rebecca F. Person  
 2401 Robeson Street  
 Fayetteville, NC 28305

Return: Moorman Kizer + Reitzel, Inc.

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNEXATION OF HIGHCROFT PHASE TWO, PART 2 (this "Amendment") is made and entered into this 20 day of November, 2017 by HIGHCROFT OF FAYETTEVILLE, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant":

WITNESSETH:

Declarant executed and caused to be recorded a certain Declaration of Covenants, Conditions, and Restrictions for Highcroft Subdivision in Book 9049, Page 349 of the Cumberland County, NC, Registry, the terms of which are incorporated herein by this reference. Said Declaration of Covenants, Conditions and Restrictions were amended in Book 9910, Page 163, of the aforesaid Registry. (The aforesaid Declaration of Covenants, Conditions, and Restrictions for Highcroft Subdivision, as amended, is hereinafter referred to as the "Declaration").

The Declaration provides that additional lots and future sections of Highcroft Subdivision would become subject to the Declaration after recording the plat for said new lots or new section and recording a Supplemental Declaration which expressly made the new lots or new section subject to said Declaration. Additionally, the Declaration provides that the Declarant may alter or amend the Declaration as long as Declarant owns any Lot or any portion of the Property (as those terms are defined in the Declaration).

Declarant is the owner of and has caused to be recorded a plat of "HIGHCROFT PHASE TWO, PART 2" (the "New Section") in Plat Book 140, Page 76, Cumberland County, North Carolina Registry. Declarant desires the New Section as set forth above be subject to and bound by the Declaration and further desires that the said real property as shown on said plat of the New Section held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration, except as amended below.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby expressly declares that the New Section as described above be and hereby is subject to the Declaration, except as amended herein:

Annexation of Additional Lots.

- a. All references to a recorded plat in the Declaration shall include the plat of the New Section.
- b. "Lot" as defined in the Declaration shall include a numbered lot as shown on the plat of the New Section, excluding any "common area", "open spaces" or "detention basins" as may be shown on the plat.
- c. "Common Area" as defined in the Declaration shall include "Stormwater Pond Tract 1.135 ac (Open Space/Common Area)" as shown on the plat of the New Section.
- d. "Stormwater Agreement" or "Maintenance and Operation Agreement" shall include the Maintenance and Operation Agreement attached to the Declaration of Covenants Inspection/Maintenance of Stormwater Management Facility, Transfer of Maintenance Responsibilities agreement recorded of even date herewith affecting the New Section.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHERE, Declarant has hereunto set its hand and seal.

HIGHCROFT OF FAYETTEVILLE, LLC

By: [Signature] (SEAL)

Name: D. Ralph Huff, III  
Title: Manager

NORTH CAROLINA  
CUMBERLAND COUNTY

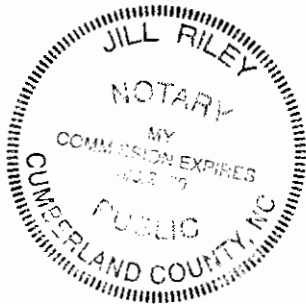
I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: D. Ralph Huff, III, Manager

Date: 20 November 2017

[Signature]  
Notary Public

Jill Riley  
Printed or Typed Name of Notary Public

My commission expires: 8-3-2020



(N.P. SEAL)

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

---

FILED Dec 06, 2017  
 AT 10:36:38 am  
 BOOK 10215  
 START PAGE 0440  
 END PAGE 0450  
 INSTRUMENT # 38039  
 RECORDING \$26.00  
 EXCISE TAX (None)

AH

Prepared by/ Mail after recording to:  
 City Attorney's Office  
 c/o City of Fayetteville  
 433 Hay Street  
 Fayetteville, NC 28301

Return: Moorman Kizer + Reitzel Inc.

Parcel ID #: \_\_\_\_\_

**DECLARATION OF COVENANTS  
 INSPECTION/MAINTENANCE OF STORMWATER  
 MANAGEMENT FACILITY, TRANSFER OF MAINTENANCE RESPONSIBILITIES**

THIS DECLARATION (this "Declaration"), made this 30 day of Oct, 2017, between Highcroft of Fayetteville, LLC, hereinafter referred to as the "Covenantor," owner(s) of the following property: Highcroft Ph 2-2: Pond 2, (the "Property"), and the City of Fayetteville, North Carolina, hereinafter referred to as the "City".

**WITNESSETH:**

The Covenantor, with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interest in the property described above, does hereby covenant with the City as follows:

1. In accordance with Section 23-38 of the City of Fayetteville Stormwater Management Ordinance (the "Stormwater Ordinance"), the City shall accept functional maintenance responsibility of structural structural stormwater management facilities (the "stormwater management facility or facilities", or the "BMP or BMP(s)") that are installed following a warranty period of one (1) year from the date of record-drawing certification described in Section 23-37 of the Stormwater Ordinance, or from the date the facility ceases to



function as an erosion control measure and starts to function as a stormwater management facility, whichever is later, provided the stormwater management facility:

- (1) Only serves a single-family detached residential development or townhomes all of which have public street frontage, which Covenantor intends to develop upon all the Property;
- (2) Is satisfactorily maintained during the one-year warranty period by the Covenantor;
- (3) Meets all the requirements of the Stormwater Ordinance;
- (4) Includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection, maintenance repair, or reconstruction; and
- (5) Prior to the release of the installation performance guarantee as outlined in Section 23-41(b), the Covenantor shall pay into a City maintenance fund used to maintain such facilities in the future an amount equal to 20 percent of the initial construction cost of the stormwater management facilities related to detention ponds or other BMPs constructed to meet the requirements of the Stormwater Ordinance, said 20 percent amount equaling \$17,817.90.

The City engineer must receive an application for transfer of maintenance responsibilities for the structural stormwater management facility along with the stormwater design plan submittal.

2. The Covenantor must maintain the easement area(s) (the "Easement Area(s)") as referenced on the plat of the Property (the "Final Plat") as shown on **Exhibit A** attached hereto and incorporated herein by reference, by providing trash removal, grass cutting, and landscaping on the Property and performing other nonfunctional maintenance, as described in the maintenance plan (the "Maintenance Plan" or the "Plan") as shown on **Exhibit B** attached hereto and incorporated herein by reference. Therefore, the Covenantor shall develop and attach to this Declaration for recording at the Cumberland County Register of Deeds Office a Maintenance Plan that has been reviewed and approved by the City of Fayetteville or its designee. This Maintenance Plan shall describe the nonfunctional maintenance practices to be performed for the above referenced stormwater management facility and include a schedule for implementation of these practices. The Plan shall specify the name, mailing address and phone number of the party responsible for the fulfillment of the Maintenance Plan.
3. The City must provide routine inspection and structural maintenance for the BMP(s) as needed to ensure that the BMP(s) remain(s) in proper working condition in accordance with approved design standards. The City shall undertake all reasonable measures to return the Easement Area(s) to its original condition whenever the City undertakes repairs and maintenance in accordance with this Declaration.

4. The Covenantor must provide and maintain perpetual access from public rights-of-way to the BMP(s) for the City, its agents and its contractors.
5. The Covenantor must grant the City, its agents and its contractors a right of entry to the BMP(s) for the purpose of inspecting, operating, monitoring, installing, constructing, reconstructing, modifying, altering or repairing the BMP(s).
6. Except in the case of an emergency, the City shall provide not less than seven (7) days prior notice to the Covenantor before performing any structural maintenance or repair of the BMP(s) in accordance with this Covenant. The City shall also notify the Covenantor after completing the maintenance or repair work specified in the notice.
7. If, after reasonable notice by the City, the Covenantor fails to maintain the Easement Area(s) in accordance with this Covenant, the City may perform any nonfunctional maintenance needed to correct a condition that impacts the effectiveness of routine structural maintenance and collect any costs incurred as a result from each owner of the BMP(s) and in the same manner as real property taxes are collected. In addition, the City may seek reimbursement under any other method legally available to collect debts owed to the City.
8. The Covenantor agrees to indemnify and save the City harmless, including the City's elected officials, employees, agents, successors, and assigns, from any and all liability and any and all claims for any personal injury or property damage arising from maintenance of the Easement Area(s) in accordance with this Covenant.
9. Upon Covenantor's transfer of title of the BMP(s) to the applicable homeowners association for the single-family residential development (the "Association"), as evidenced by a recorded warranty deed from the Covenantor to the Association recorded with the Cumberland County Register of Deeds Office of Cumberland County, North Carolina, then the Covenantor shall be automatically released from all obligations hereunder, and such obligation shall be automatically assumed by the Association. The Covenantor agrees to promptly notify the City when the Covenantor legally transfers title to the BMP(s) to the Association, and shall include a copy of the recorded warranty deed from Covenantor to the Association with such notice.
10. The covenants contained herein shall run with the land and shall bind the City, the Covenantor and the Covenantor's successors and assignees, and shall bind all present and subsequent owners of property served by the BMP(s).
11. This Covenant shall be recorded in the Cumberland County Register of Deeds Office of Cumberland County, North Carolina.
12. This Covenant runs to the benefit of the City and may not be released or modified except by written consent of the City.

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

IN WITNESS WHEREOF, the Covenantor and the City have executed this Declaration of Covenants on the date first above written.

ATTEST:  
Cynthia M. Smith  
Signature  
Cynthia M. Smith  
Printed Name

[Signature]  
FOR THE COVENANTOR(S)  
Signature  
D. Ralph Huff III  
Printed Name  
Member/Manager - Highcroft  
Title of Fayetteville LLC

Pamela J. Megill  
Signature

CITY OF FAYETTEVILLE, NORTH CAROLINA  
[Signature]  
Signature

Pamela Megill  
Printed Name  
City Clerk

Douglas J. Hewett  
Printed Name  
City Manager



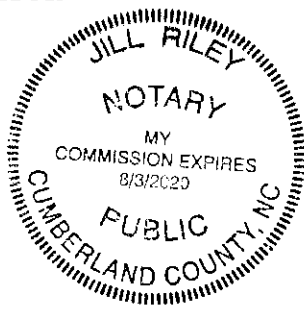
(jurats follow)

STATE OF  
COUNTY OF

: ss

I hereby certify that on this 30 day of October, 2017, before the subscriber, a Notary Public of the State of North Carolina and for the County of Cumberland, personally appeared D. Ralph Huff III, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.



[Signature] Jill Riley  
NOTARY PUBLIC  
My Commission Expires 8-3-2020

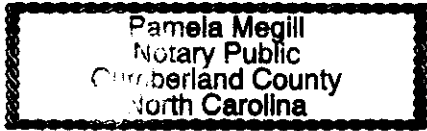
(N.P. SEAL)

STATE OF  
COUNTY OF

: SS

I hereby certify that on this 27<sup>th</sup> day of November, 2017, before the subscriber, a Notary Public of the State of North Carolina, and for the County of Cumberland, personally appeared Douglas Hewett, City Manager, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that (he) (she), having been properly authorized, executed the same on behalf of Fayetteville, North Carolina in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.



Pamela J. Megill  
NOTARY PUBLIC

My Commission Expires 11/03/2021

**(N.P. SEAL)**

**EXHIBIT A**

[Describe Plat and Easement Area(s)]

BEING THAT CERTAIN tract depicted as "Stormwater Pond Tract 1.135 ac (Open Space/Common Area)" as shown on plat entitled "HIGHCROFT PHASE TWO PART 2" recorded in Plat Book 140, Page 76, of the Cumberland County, NC, Registry.

**EXHIBIT B**

[Attach Maintenance Plan]

**BMP Maintenance Plan**

Highcroft Subdivision Phase 2-2

[Name of Development Project as indicated on approved plans]

City of Fayetteville

June 2017

[Date]

Prepared by/Mail after recording to:

City of Fayetteville, Real Estate, Atten: Giselle Rodriguez 433 Hay Street, Fayetteville NC 28301-5537

[This document must be recorded as an Addendum to the Operation & Maintenance Agreement]

**I. General BMP Information** [Complete this table with each BMP that is planned within the development. Use the same naming system used on the approved plans, i.e. Stoneridge Phase I – Bioretention – 1]

BMP ID Name	Street with Block Number	Parcel Tax ID
Highcroft Ph 2-2 - Infiltrating Wet Basin - 2	Pondhaven Dr	Not Available

**II. BMP Site Location Map** (attached) [Attach a small site plan map coinciding with the table above to show the general location of each BMP within the development.]

**III. Maintenance Annual Budget** [Provide a simple annual budget for maintenance and inspection of BMPs and list the source of funding, i.e. owner, trust, HOA, etc. Edit chart below as necessary]

Budget for BMP Maintenance / Inspections		
Expenses	Estimated Costs	Source
Routine inspections	\$100/mth x 11 mths + \$300 annual = \$1400	HOA Projected
Sediment removal	\$2,000/year	HOA Projected
Plant management / weed control	\$1,000/year	HOA Projected



Replacement supplies, rock, plants, soil media, mulch	\$200/year	HOA Projected
Mowing and litter removal	\$250/month = \$3,000/year	HOA Projected
Seeding	\$200/year	HOA Projected
Miscellaneous	\$30/year	HOA Projected
[Other]	15% Contingency = \$1,174.50/yr	HOA Projected
<b>Total</b>	<b>\$ 8,004.50</b>	<b>HOA Projected</b>

**IV. Escrow Account Activity**

Provide documentation of BMP maintenance escrow account activity. This may be provided in the form of a bank statement which includes the current balance, deposits and withdraws for the previous 12 months.

**V. Maintenance Inspection Reports**

As indicated in the Stormwater Control Ordinance, annual maintenance inspection reports shall be submitted to the City Engineer. The first report shall be submitted one year following the final approval date of the BMP and each year thereafter on or before the approval anniversary date. All maintenance activities and inspection reports shall be documented using the forms contained in the Administrative Manual. Annual maintenance inspection reports shall be performed by a qualified professional as defined in Section 23-38 of the Ordinance. These inspections shall be discontinued only if the BMPs are accepted for maintenance by the City of Fayetteville.

**VI. Routine Maintenance Tasks and Schedule** [The following pages outline the specific maintenance tasks and frequency for each type of BMP in tables. For the recorded document, simply discard the pages (tables) that are not needed according to the types of BMPs within the development.]

<b>Wet Detention Basin Maintenance Tasks and Schedule</b>	
<b>TASK</b>	<b>SCHEDULE</b>
Forebay observation and cleanout	Monthly
Bank mowing and observation / stabilization of eroded areas	Monthly
Outlet / inlet observation and cleanout	Monthly
Unwanted vegetation and trash removal	Monthly
Visual observation of water quality	Monthly
Overall facility observation	Within 24 hours after every storm event greater than 1.0 inch
Inspect / exercise all mechanical devices, valves, etc	Yearly
Inspect for structural damage, leaks, etc	Yearly
Inspect the embankment	Yearly
Forebay inspection and cleanout	Yearly – Remove sediment every 7 years or whenever the sediment volume exceeds 50% of storage volume
Volume measurement	Yearly – Dredging needed every 20 years or when 25% of permanent pool volume has been lost
Rodent management	As needed
Security	As needed

**Important maintenance procedures:**

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.

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

FILED	Jan 28, 2019
AT	09:11:17 am
BOOK	10438
START PAGE	0300
END PAGE	0302
INSTRUMENT #	02183
RECORDING	\$26.00
EXCISE TAX	(None)

BLF

SUPPLEMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR  
 ANNEXATION OF  
 HIGHCROFT PHASE TWO, PART 3

Return: MK + R. Moorman Kizer + Kitzelalnc

Prepared by/return to:

Rebecca F. Person  
 2401 Robeson Street  
 Fayetteville, NC 28305

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNEXATION OF HIGHCROFT PHASE TWO, PART 3 (this "Amendment") is made and entered into this 18th day of December, 2018 by HIGHCROFT OF FAYETTEVILLE, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant":

WITNESSETH:

Declarant executed and caused to be recorded a certain Declaration of Covenants, Conditions, and Restrictions for Highcroft Subdivision in Book 9049, Page 349 of the Cumberland County, NC, Registry, the terms of which are incorporated herein by this reference. Said Declaration of Covenants, Conditions and Restrictions were amended in Book 9910, Page 163, and Book 10215, Page 437 of the aforesaid Registry. (The aforesaid Declaration of Covenants, Conditions, and Restrictions for Highcroft Subdivision, as amended, is hereinafter referred to as the "Declaration").

The Declaration provides that additional lots and future sections of Highcroft Subdivision would become subject to the Declaration after recording the plat for said new lots or new section and recording a Supplemental Declaration which expressly made the new lots or new section subject to said Declaration. Additionally, the Declaration provides that the Declarant may alter or amend the Declaration as long as Declarant owns any Lot or any portion of the Property (as those terms are defined in the Declaration).

Declarant is the owner of and has caused to be recorded a plat of "HIGHCROFT PHASE TWO, PART 3" (the "New Section") in Plat Book 142, Page 28, Cumberland County, North Carolina Registry. Declarant desires the New Section as set forth above be subject to and bound by the Declaration and further desires that the said real property as shown on said plat of the New Section held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration, except as amended below.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby expressly declares that the New Section as described above be and hereby is subject to the Declaration, except as amended herein:

Annexation of Additional Lots.

- a. All references to a recorded plat in the Declaration shall include the plat of the New Section.
- b. "Lot" as defined in the Declaration shall include a numbered lot as shown on the plat of the New Section, excluding any "common area", "open spaces" or "detention basins" as may be shown on the plat.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHERE, Declarant has hereunto set its hand and seal.

HIGHCROFT OF FAYETTEVILLE, LLC

By: [Signature] (SEAL)

Name:  
Title: Manager

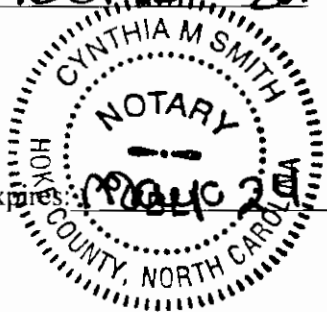
NORTH CAROLINA  
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: D. Ralph Nell III

Date: December 18th 2018

[Signature]

Notary Public



CYNTHIA M SMITH

Printed or Typed Name of Notary Public

My commission expires: May 24 2020

(N.P. SEAL)

FILED	Apr 17, 2020
AT	11:52:04 AM
BOOK	10742
START PAGE	0534
END PAGE	0538
INSTRUMENT #	13186
RECORDING	\$26.00
EXCISE TAX	\$0.00

MAIL AFTER RECORDING TO: J. Scott Flowers  
Hutchens Law Firm LLP  
P.O. Box 2505  
Fayetteville, NC 28302

THIS INSTRUMENT WAS  
PREPARED BY: J. Scott Flowers

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR HIGHCROFT SUBDIVISION**

**THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR HIGHCROFT SUBDIVISION** (this  
"Amendment"), is made and entered into this 15<sup>th</sup> day of April, 2020, by Highcroft of  
Fayetteville, LLC, a North Carolina limited liability company, hereinafter referred to as  
"Declarant".

**WITNESSETH**

**WHEREAS**, Declarant executed and caused to be recorded a certain Declaration of  
Covenants, Conditions and Restrictions For Highcroft Subdivision as recorded in Book 9049,  
Page 349, Cumberland County Registry, North Carolina, as subsequently amended by first  
supplemental amendment recorded in Book 9910, Page 163; second supplemental amendment  
recorded in Book 10215, Page 437; and third supplemental amendment recorded in Book 10438,  
Page 300, aforesaid Registry (as amended, the "Declaration"); and,

**WHEREAS**, pursuant to Article IX of the Declaration, Declarant has the authority to  
amend the Declaration; and,

**WHEREAS**, Declarant desires to amend the Declaration to alter certain duties and  
restrictions therein; and,

**WHEREAS**, pursuant to the Declaration, Declarant elects to modify and amend the  
Declaration as stated below.

**NOW, THEREFORE**, Declarant hereby amends the Declaration and declares that the  
property described therein shall be held, sold, conveyed, given, transferred, leased, occupied, and  
used subject to the Declaration and this Amendment as follows:

Submitted electronically by "Hutchens Law Firm LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

Article I, of the Declaration is hereby amended as follows:

ARTICLE I  
DEFINITIONS

(c) "Commercial Vehicle" shall mean and refer to, but is not limited to, the following vehicles: limousines, passenger transport vehicles, dump trucks, tow trucks, tractor trailer tractors, tractor trailer trailers, landscaping trucks, flatbed trucks, cement trucks, and Lorry trucks. Solely the display of commercial signage (business name, phone numbers, etc.) will not cause a vehicle to be considered a commercial vehicle. Conversely, the absence of vehicle signage does not preclude a vehicle from being considered commercial.

(d) "Common Properties" or "Common Areas" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association. Both terms will include stormwater ponds, open space, dedicated streets and roadways prior to their acceptance for public maintenance, entrance signage, and any personal property acquired by the Association. All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying dwelling places or accommodations of Owners on a guest or tenant basis, and visiting members (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association; provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease. Reference to Common Properties in these covenants does not imply or guarantee that the Property affected by these covenants or any future section(s) of Highcroft will have any Common Properties.

(e) "Common Expenses" shall mean and include:

- (1) All sums lawfully assessed by the Association against its members;
- (2) Expenses of administration, maintenance, repair, or replacement of the Common Properties, including, without limitation, all labor services, common utilities, materials, supplies, equipment, costs incurred in acquiring a Lot pursuant to a judicial sale, legal, accounting or managerial fees, and all expenses in connection with the Association's responsibilities under the Wet Detention Basin Operation and Maintenance Agreement (the "Stormwater Agreement") affecting the Property;
- (3) Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;
- (4) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase or as the Association may deem appropriate to purchase;
- (5) Ad valorem taxes and public assessment charges lawfully levied against Common Properties;
- (6) The expense of the maintenance of private drainage and utility easements and facilities located therein which are within the boundaries of the Property;
- (7) The expense of maintenance of any roads, streets, easements, landscaping, amenities, taxes or any other expense item associated with any Common Property not located on the Property but permitted to be used by the members of this Association by any adjoining landowner, association or other entity pursuant to any cross-easement, cross-access or other agreement by the Association with the adjoining land owner;
- (8) Expenses for maintenance of security devices or personnel, if any;
- (9) Payments into any escrow account required under any Stormwater Agreement, which may include funding of the escrow account prior to a transfer of maintenance and operation responsibilities from Declarant to Association; and
- (10) Any other expenses determined by the Board or approved by the members to be common expenses of the Association.

(f) "Declarant" shall mean Highcroft of Fayetteville, LLC, a North Carolina limited liability company, and its successors and assigns.

(g) "Covenants" or "Declaration" shall mean this instrument as it may be from time to time amended, supplemented, modified or incorporated by reference.

(h) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property, as such map or maps may be from time to time amended or modified.

(i) "Offensive or Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the Property area by substantial number of the residents and overnight guests and their reasonable expectations of permanent habitation, vacation meeting, working, recreating, or enjoying sports, music, food, natural surroundings, and entertainment, free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, significantly loud radio, hi-fi, electronic music distractions, and other unreasonable behavior curtailing the reasonable pleasure and use of the facilities within or adjacent to the Property. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Declarant shall not constitute offensive or noxious activity or behavior unless such permit is withdrawn by the Declarant, or its terms and conditions violated.

(j) "Owner" shall mean and refer to the owners as shown by the records in the Register of Deeds of Cumberland County, North Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, including the Declarant, of fee title to any Lot depicted on the plat of Highcroft, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Register of Deeds, a long-term contract of sale covering any Lot or parcel of land within the Property, the purchaser under said contract of such Lot or parcel of land shall be the Owner and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(k) "Period of Declarant Control" means the period commencing on the date hereof and continuing until the later of (i) ten (10) years after the date of the first conveyance of a Lot to an owner other than Declarant; or (ii) that date when the City of Fayetteville approves the transfer of stormwater facilities management from the Declarant to the Association and releases the performance guarantee bond for the stormwater facilities associated with Highcroft Subdivision.

(l) "Property" shall mean and refer to the land as shown on the Plat. "Property" shall also include future sections of Highcroft as the same may be developed from time to time except that such future sections shall become subject to these covenants only from and after the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants, or portions of the same. The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of Declarant, to reflect the different character, if any, of the new section.

Article III of the Declaration is hereby amended as follows:

Section 8. No automobile or other mechanical repairs shall be conducted within a Lot other than in a garage or concealed from public view. No mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on a Lot at any time except in a closed garage. No Commercial Vehicle shall be permitted to be parked on any Lot or on the Properties except in the course of delivery, pick up, or discharge of a specific commercial duty. No vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no golf cart, no boat, no trailer of any kind, and no jet ski or other watercraft may be parked on any street or on any Lot, unless kept inside a garage or behind an approved fence or otherwise concealed from public view. No parked vehicle shall be covered by a "car cover" or other similar covering unless kept inside a garage and concealed from public



view. No truck or vehicle, no camper, no golf cart, no boat, jet ski or other watercraft, and no trailer of any kind may be kept within the Common Area. For the purpose of the preceding sentences, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less. In order to preserve the aesthetics of development, whether or not a boat, trailer, or vehicle of any type is adequately concealed from public view shall be determined by the Association in its sole discretion. The Association shall have the right to tow or remove any boat, trailer, recreation vehicle, camper, jet ski, watercraft, golf cart, Commercial Vehicle, or vehicle of any type which is parked within the Common Area or kept on any Lot in violation of this section, at the Owner's expense, and the Owner of each Lot, by acceptance of their deed, does grant to the Association such an easement, on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section. If more than two of the above non-private vehicles, trailers or boats are stored on any Lot, they shall be screened from view of other Lots.

Section 13. Leasing. An Owner may let or rent his entire residence, but no portion of any residence shall be leased separately from the rest of the residence. Lots may be leased only for residential purposes. All leases must be in writing and shall have a minimum term of at least twelve (12) months. There shall be no subleasing. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, the Bylaws, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing, and the lease shall provide that the violation of any provision of this Declaration, the Bylaws, or rules and regulations of the Association shall be a breach of said lease, subjecting the tenant to termination of the lease and eviction. The Board may enact additional reasonable rules and regulations regarding the leasing of Lots, including, without limitation, a requirement that leases be registered with the Association and that tenant contact information and vehicle information be provided to the Board. No Lot or residence located thereon may be used for transient housing, for hotel purposes, or as a bed and breakfast.

Section 14. Parking. No motor vehicle shall be parked in the street or street right of way except in the course of delivery, pick up, or discharge of a specific commercial duty. No motor vehicle shall be parked in or on grass, or other landscaped areas. Temporary guest parking and while entertaining may be excluded, subject to the sole discretion of the Board.

All other terms of the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Declarant executes this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision this the 15 day of April, 2020.

[Signatures on following pages]

HIGHCROFT OF FAYETTEVILLE, LLC

*[Handwritten Signature]*

(SEAL)

By: D. Rash Huff III

Title: Member / Manager

STATE OF North Carolina

COUNTY OF Cumberland

The undersigned, a Notary Public in and for said county and state, does hereby certify that D. Rash Huff III, personally appeared before me this day in his or her capacity as Member/Manager of **HIGHCROFT OF FAYETTEVILLE, LLC** and acknowledged the due execution of the foregoing Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision and acknowledged that he/she had authority to sign on behalf of the principal in the capacity indicated above.

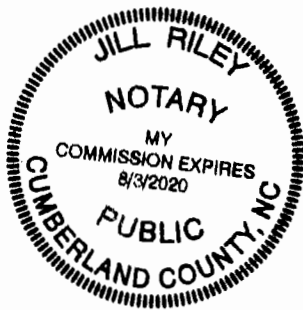
Witness my hand and notarial seal, this the 15 day of April, 2020.

Jill Riley  
Notary Public printed name

(SEAL)

Jill Riley  
Notary Public signature

My Commission expires: 8-3-2020



FILED Jan 06, 2021  
AT 08:25:20 am  
BOOK 10984  
START PAGE 0673  
END PAGE 0683  
INSTRUMENT # 00427  
RECORDING \$26.00  
EXCISE TAX (None)

BLF

Prepared by/ ~~Mail~~ after recording to:

City Attorney's Office  
c/ o City of Fayetteville  
433 Hay Street  
Fayetteville, NC 28301

Between: *Maxman Kizer Reitzel*

Parcel ID #: \_\_\_\_\_

**DECLARATION OF COVENANTS  
INSPECTION/MAINTENANCE OF STORMWATER  
MANAGEMENT FACILITY, TRANSFER OF MAINTENANCE RESPONSIBILITIES**

THIS DECLARATION (this "Declaration"), made this 23 day of December, 2020, between Highcroft of Fayetteville, hereinafter referred to as the "Covenantor," owner(s) of the following property: Highcroft Sub. Sec. 4 Part 1, (the "Property"), and the City of Fayetteville, North Carolina, hereinafter referred to as the "City".

**WITNESSETH:**

The Covenantor, with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interest in the property described above, does hereby covenant with the City as follows:

1. In accordance with Section 23-38 of the City of Fayetteville Stormwater Management Ordinance (the "Stormwater Ordinance"), the City shall accept functional maintenance responsibility of structural stormwater management facilities (the "stormwater management facility or facilities", or the "BMP or BMP(s)") that are installed following a warranty period of one (1) year from the date of record-drawing certification described in Section 23-37 of the Stormwater Ordinance, or from the date the facility ceases to

function as an erosion control measure and starts to function as a stormwater management facility, whichever is later, provided the stormwater management facility:

- (1) Only serves a single-family detached residential development or townhomes all of which have public street frontage, which Covenantor intends to develop upon all the Property;
- (2) Is satisfactorily maintained during the one-year warranty period by the Covenantor;
- (3) Meets all the requirements of the Stormwater Ordinance;
- (4) Includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection, maintenance repair, or reconstruction; and
- (5) Prior to the release of the installation performance guarantee as outlined in Section 23-41(b), the Covenantor shall pay into a City maintenance fund used to maintain such facilities in the future an amount equal to 20 percent of the initial construction cost of the stormwater management facilities related to detention ponds or other BMPs constructed to meet the requirements of the Stormwater Ordinance, said 20 percent amount equaling \$43,845.00.

The City engineer must receive an application for transfer of maintenance responsibilities for the structural stormwater management facility along with the stormwater design plan submittal.

2. The Covenantor must maintain the easement area(s) (the "Easement Area(s)") as referenced on the plat of the Property (the "Final Plat") as shown on **Exhibit A** attached hereto and incorporated herein by reference, by providing trash removal, grass cutting, and landscaping on the Property and performing other nonfunctional maintenance, as described in the maintenance plan (the "Maintenance Plan" or the "Plan") as shown on **Exhibit B** attached hereto and incorporated herein by reference. Therefore, the Covenantor shall develop and attach to this Declaration for recording at the Cumberland County Register of Deeds Office a Maintenance Plan that has been reviewed and approved by the City of Fayetteville or its designee. This Maintenance Plan shall describe the nonfunctional maintenance practices to be performed for the above referenced stormwater management facility and include a schedule for implementation of these practices. The Plan shall specify the name, mailing address and phone number of the party responsible for the fulfillment of the Maintenance Plan.
3. The City must provide routine inspection and structural maintenance for the BMP(s) as needed to ensure that the BMP(s) remain(s) in proper working condition in accordance with approved design standards. The City shall undertake all reasonable measures to return the Easement Area(s) to its original condition whenever the City undertakes repairs and maintenance in accordance with this Declaration.

4. The Covenantor must provide and maintain perpetual access from public rights-of-way to the BMP(s) for the City, its agents and its contractors.
5. The Covenantor must grant the City, its agents and its contractors a right of entry to the BMP(s) for the purpose of inspecting, operating, monitoring, installing, constructing, reconstructing, modifying, altering or repairing the BMP(s).
6. Except in the case of an emergency, the City shall provide not less than seven (7) days prior notice to the Covenantor before performing any structural maintenance or repair of the BMP(s) in accordance with this Covenant. The City shall also notify the Covenantor after completing the maintenance or repair work specified in the notice.
7. If, after reasonable notice by the City, the Covenantor fails to maintain the Easement Area(s) in accordance with this Covenant, the City may perform any nonfunctional maintenance needed to correct a condition that impacts the effectiveness of routine structural maintenance and collect any costs incurred as a result from each owner of the BMP(s) and in the same manner as real property taxes are collected. In addition, the City may seek reimbursement under any other method legally available to collect debts owed to the City.
8. The Covenantor agrees to indemnify and save the City harmless, including the City's elected officials, employees, agents, successors, and assigns, from any and all liability and any and all claims for any personal injury or property damage arising from maintenance of the Easement Area(s) in accordance with this Covenant.
9. Upon Covenantor's transfer of title of the BMP(s) to the applicable homeowners association for the single-family residential development (the "Association"), as evidenced by a recorded warranty deed from the Covenantor to the Association recorded with the Cumberland County Register of Deeds Office of Cumberland County, North Carolina, then the Covenantor shall be automatically released from all obligations hereunder, and such obligation shall be automatically assumed by the Association. The Covenantor agrees to promptly notify the City when the Covenantor legally transfers title to the BMP(s) to the Association, and shall include a copy of the recorded warranty deed from Covenantor to the Association with such notice.
10. The covenants contained herein shall run with the land and shall bind the City, the Covenantor and the Covenantor's successors and assignees, and shall bind all present and subsequent owners of property served by the BMP(s).
11. This Covenant shall be recorded in the Cumberland County Register of Deeds Office of Cumberland County, North Carolina.
12. This Covenant runs to the benefit of the City and may not be released or modified except by written consent of the City.

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

IN WITNESS WHEREOF, the Covenantor and the City have executed this Declaration of Covenants on the date first above written.

ATTEST:

Signature

Printed Name

Pamela Megill  
Signature

Pamela Megill  
Printed Name  
City Clerk



[Signature]  
FOR THE COVENANTOR(S)  
Signature

D. Ralph Huff, III  
Printed Name

Member/Manager  
Title

CITY OF FAYETTEVILLE, NORTH CAROLINA

[Signature]  
Signature

Douglas J. Hewett  
Printed Name  
City Manager

(Jurats follow)

STATE OF North Carolina  
COUNTY OF Cumberland

: ss

I hereby certify that on this 2nd day of Nov, 2020, before the subscriber, a Notary Public of the State of North Carolina, and for the County of Cumberland, personally appeared D. Ralph Huff III, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.



[Signature]  
NOTARY PUBLIC

My Commission Expires 8-3-2025

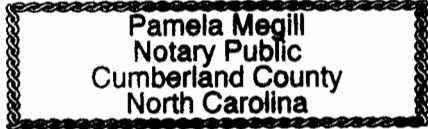
(N.P. SEAL)

STATE OF  
COUNTY OF

: ss

I hereby certify that on this 23<sup>rd</sup> day of December, 2020, before the subscriber, a Notary Public of the State of North Carolina, and for the County of Cumberland, personally appeared Douglas Hewitt, City Manager, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that (he) (she), having been properly authorized, executed the same on behalf of Fayetteville, North Carolina in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.



Pamela Megill  
NOTARY PUBLIC

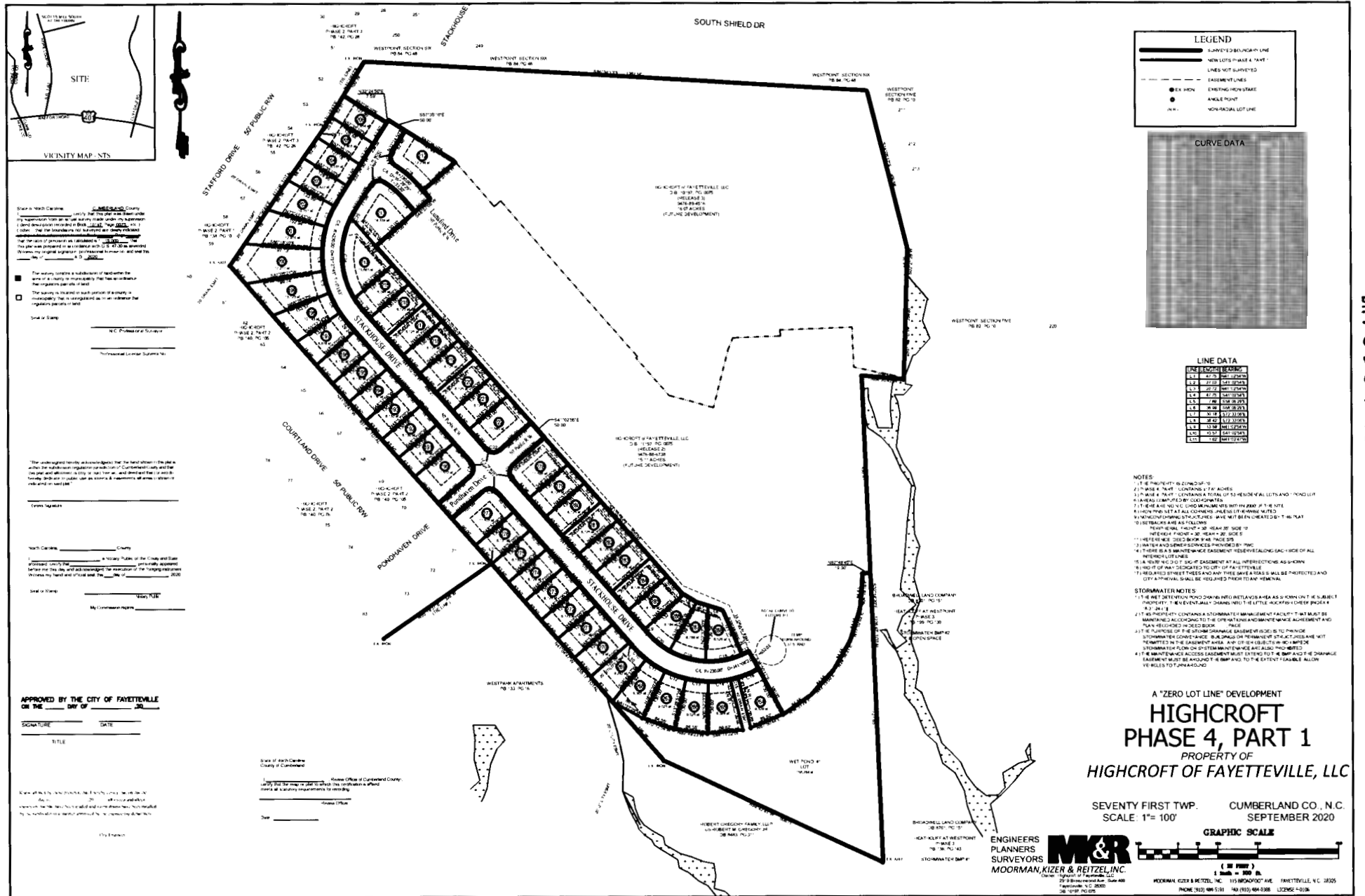
My Commission Expires 11/03/2021

(N.P. SEAL)



**EXHIBIT A**

[Describe Plat and Easement Area(s)]



This map may not be a certified survey & has not been reviewed by a local government agency for compliance with any applicable land regulations & has not been reviewed for compliance with Recording Requirements for plats

BK10984 PG0680

**EXHIBIT B**

[Attach Maintenance Plan]

## BMP Maintenance Plan

City of Fayetteville

Highcroft Section 4

Development Name (Per Approved Plans)

1500 Spotted Horse Lane, Fayetteville, NC 28303

Development Address

April 30, 20018

Date

This document must be recorded as an Addendum to the Declaration of Covenants

- I. General BMP Information** [Complete this table with each BMP that is planned within the development. Use the same naming system used on the approved plans, i.e. Stoneridge Phase I – Bioretention – 1]

BMP ID Name	Street with Block Number	Parcel Tax ID
Wetpond - 1	Stackhouse Drive (Lots 74-80)	Not Available

- II. BMP Site Location Map** (attached) [Attach a small site plan map coinciding with the table above to show the general location of each BMP within the development.]

- III. Maintenance Annual Budget** [Provide a simple annual budget for maintenance and inspection of BMPs and list the source of funding, i.e. owner, trust, HOA, etc. Edit chart below as necessary]

Budget for BMP Maintenance / Inspections		
Expenses	Estimated Costs	Source
Routine inspections	\$100/mox11 mo+\$300 Annual=\$1400	HOA Projected
Sediment removal	\$1500/year	HOA Projected
Plant management / weed control	\$1500/year	HOA Projected

Replacement supplies, rock, plants, soil media, mulch	\$750/year	HOA Projected
Mowing and litter removal	\$400/mo = \$4,800/year	HOA Projected
Seeding	\$500/year	HOA Projected
Miscellaneous	\$250/year	HOA Projected
[Other]	15% contingency=\$1,605	HOA Projected
Total	\$ 12,305/year	HOA Projected

**IV. Escrow Account Activity**

Provide documentation of BMP maintenance escrow account activity. This may be provided in the form of a bank statement which includes the current balance, deposits and withdraws for the previous 12 months.

**V. Maintenance Inspection Reports**

As indicated in the Stormwater Control Ordinance, annual maintenance inspection reports shall be submitted to the City Engineer. The first report shall be submitted one year following the final approval date of the BMP and each year thereafter on or before the approval anniversary date. All maintenance activities and inspection reports shall be documented using the forms contained in the Administrative Manual. Annual maintenance inspection reports shall be performed by a qualified professional as defined in Section 23-38 of the Ordinance. These inspections shall be discontinued only if the BMPs are accepted for maintenance by the City of Fayetteville.

**VI. Routine Maintenance Tasks and Schedule** [The following pages outline the specific maintenance tasks and frequency for each type of BMP in tables. For the recorded document, simply discard the pages (tables) that are not needed according to the types of BMPs within the development.]

FILED  
 CUMBERLAND COUNTY NC  
 J. LEE WARREN, JR.  
 REGISTER OF DEEDS  
 FILED Mar 09, 2021  
 AT 08:32:22 am  
 BOOK 11049  
 START PAGE 0885  
 END PAGE 0886  
 INSTRUMENT # 10638  
 RECORDING \$26.00  
 EXCISE TAX (None)

AB

~~MAIL~~ AFTER RECORDING TO: J. Scott Flowers  
 Hutchens Law Firm LLP  
 P.O. Box 2505  
 Fayetteville, NC 28302  
 Return to Mad Brown

THIS INSTRUMENT WAS  
 PREPARED BY: Natasha M. Barone  
 Hutchens Law Firm

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS FOR HIGHCROFT SUBDIVISION**

**THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR HIGHCROFT SUBDIVISION** (this  
 "Amendment"), is made and entered into this 8 day of March, 2021, by Highcroft of  
 Fayetteville, LLC, a North Carolina limited liability company, hereinafter referred to as  
 "Declarant".

**WITNESSETH**

**WHEREAS**, Declarant executed and caused to be recorded a certain Declaration of  
 Covenants, Conditions and Restrictions For Highcroft Subdivision as recorded in Book 9049, Page  
 349, Cumberland County Registry, North Carolina, as subsequently amended by first supplemental  
 amendment recorded in Book 9910, Page 163; second supplemental amendment recorded in Book  
 10215, Page 437; third supplemental amendment recorded in Book 10438, Page 300; and fourth  
 supplemental amended recorded in Book 10742, Page 534, of the aforesaid Registry (as amended,  
 the "Declaration"); and,

**WHEREAS**, pursuant to Article IX of the Declaration, Declarant has the authority to  
 amend the Declaration; and,

**WHEREAS**, Declarant desires to amend the Declaration to alter certain duties and  
 restrictions therein; and,

**WHEREAS**, pursuant to the Declaration, Declarant elects to modify and amend the  
 Declaration as stated below.

**NOW, THEREFORE**, Declarant hereby amends the Declaration and declares that the  
 property described therein shall be held, sold, conveyed, given, transferred, leased, occupied, and  
 used subject to the Declaration and this Amendment as follows:

Article III, Section 12 of the Covenants is deleted and replaced with the following:

Section 12. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the Property. No breed of dog that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, nor any dog that has at any time bitten a person, nor any dog that has been trained as an attack dog, shall be permitted on the Property. Any dog house or dog containerization structure or system must be located to the rear of the primary structure and must be located within thirty feet (30) of the rear of the structure. No such permitted dog house or dog containment structure or system shall be placed, erected or maintained closer to any street than the rear corner or side of the principal dwelling structure closest to the street or on unimproved lots of closer to any street than the setback line and in no event closer to any street than thirty feet (30'). For every dog in the community, when located off the pet owners' property the animal must be on a leash and under complete control by the animal owner.

All other terms of the Declaration shall remain in full force and effect.

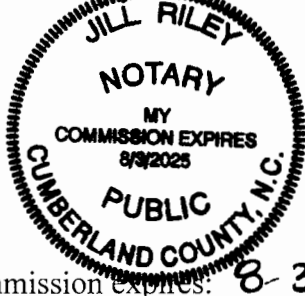
**IN WITNESS WHEREOF**, this Declarant executes this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision this the \_\_\_\_ day of March, 2021.

**HIGHCROFT OF FAYETTEVILLE, LLC**  
  
 \_\_\_\_\_ (SEAL)  
 By: D. Ralph Huff III  
 Title: Member/Manager

STATE OF North Carolina  
COUNTY OF Cumberland

The undersigned, a Notary Public in and for said county and state, does hereby certify that D. Ralph Huff III, personally appeared before me this day in his or her capacity as Member/Manager of **HIGHCROFT OF FAYETTEVILLE, LLC** and acknowledged the due execution of the foregoing Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision and acknowledged that he/she had authority to sign on behalf of the principal in the capacity indicated above.

Witness my hand and notarial seal, this the 8 day of March, 2021.

(SEAL)  (N.P. SEAL)  
Jill Riley  
 Notary Public printed name  
Jill Riley  
 Notary Public signature  
 My Commission expires: 8-3-2025

FILED	Feb 15, 2022
AT	10:46:09 AM
BOOK	11393
START PAGE	0127
END PAGE	0129
INSTRUMENT #	06476
RECORDING	\$26.00
EXCISE TAX	\$0.00

MAIL AFTER RECORDING TO: J. Scott Flowers  
Hutchens Law Firm LLP  
P.O. Box 2505  
Fayetteville, NC 28302

THIS INSTRUMENT WAS  
PREPARED BY: Natasha M. Barone  
Hutchens Law Firm

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR HIGHCROFT SUBDIVISION**

**THIS SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR HIGHCROFT SUBDIVISION** (this  
"Amendment"), is made and entered into this 11 day of February, 2022, by Highcroft of  
Fayetteville, LLC, a North Carolina limited liability company, hereinafter referred to as  
"Declarant".

**WITNESSETH**

**WHEREAS**, Declarant executed and caused to be recorded a certain Declaration of  
Covenants, Conditions and Restrictions For Highcroft Subdivision as recorded in Book 9049, Page  
349, Cumberland County Registry, North Carolina, as subsequently amended by first supplemental  
amendment recorded in Book 9910, Page 163; second supplemental amendment recorded in Book  
10215, Page 437; third supplemental amendment recorded in Book 10438, Page 300; fourth

submitted electronically by "Hutchens Law Firm LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Cumberland County Register of Deeds.



supplemental amendment recorded in Book 10742, Page 534; and fifth supplemental amendment recorded in Book 11049, Page 885, of the aforesaid Registry (as amended, the "Declaration"); and,

**WHEREAS**, pursuant to the Declaration, Declarant has the authority to amend the Declaration and subject additional lots to the Declaration; and,

**WHEREAS**, Declarant desires to amend the Declaration to subject additional lots to the Declaration; and,

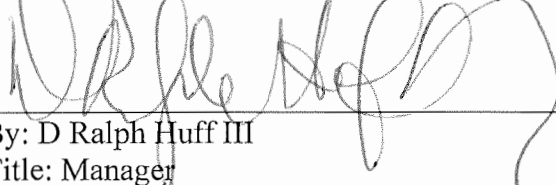
**WHEREAS**, pursuant to the Declaration, Declarant elects to modify and amend the Declaration as stated below.

**NOW, THEREFORE**, Declarant hereby amends the Declaration and declares that the property described below shall be held, sold, conveyed, given, transferred, leased, occupied, and used subject to the Declaration, as previously amended:

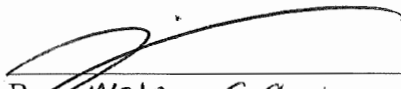
BEING all of Phase 4, Part 1, Section 2, of Highcroft Subdivision as shown on the plat recorded in Plat Book 146, Page 85, Cumberland County Registry.

**IN WITNESS WHEREOF**, this Declarant executes this Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision this the 11 day of February, 2021.

**HIGHCROFT OF FAYETTEVILLE, LLC**

  
\_\_\_\_\_  
By: D Ralph Huff III (SEAL)  
Title: Manager

Caviness Land Development, Inc. hereby joins in this Amendment for the purpose of consenting thereto and subjecting all lots owned by Caviness Land Development, Inc. described herein above to the Declaration.

  
\_\_\_\_\_  
By: Watson G Caviness  
Title: Manager

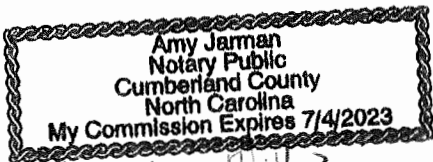
STATE OF NORTH CAROLINA \_\_\_\_\_

COUNTY OF CUMBERLAND \_\_\_\_\_

The undersigned, a Notary Public in and for said county and state, does hereby certify that D. RALPH HUFF III personally appeared before me this day in his or her capacity as MANAGER of **HIGHCROFT OF FAYETTEVILLE, LLC** and acknowledged the due execution of the foregoing Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision and acknowledged that he/she had authority to sign on behalf of the principal in the capacity indicated above.

Witness my hand and notarial seal, this the 11 day of February 2022.

(SEAL)



My Commission expires: 7/4/23

  
\_\_\_\_\_  
Notary Public signature

STATE OF NORTH CAROLINA \_\_\_\_\_

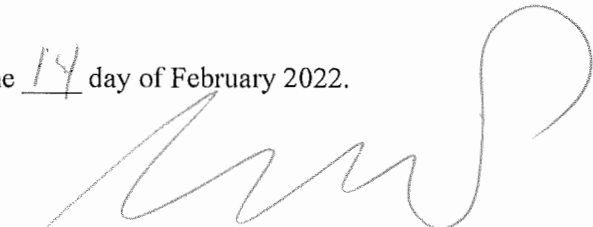
COUNTY OF CUMBERLAND \_\_\_\_\_

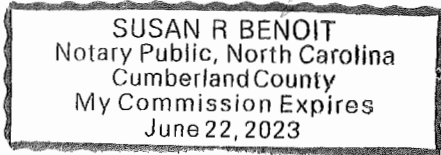
The undersigned, a Notary Public in and for said county and state, does hereby certify that Watson G Caviness personally appeared before me this day in his or her capacity as manager of **Caviness Land Development, Inc.** and acknowledged the due execution of the foregoing Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision and acknowledged that he/she had authority to sign on behalf of the principal in the capacity indicated above.

Witness my hand and notarial seal, this the 14 day of February 2022.

(SEAL)

My Commission expires: \_\_\_\_\_

  
\_\_\_\_\_  
Notary Public signature



FILED	Nov 15, 2022
AT	11:51:46 AM
BOOK	11616
START PAGE	0578
END PAGE	0579
INSTRUMENT #	44698
RECORDING	\$26.00
EXCISE TAX	\$0.00

MAIL AFTER RECORDING TO: J. Scott Flowers  
Hutchens Law Firm LLP  
P.O. Box 2505  
Fayetteville, NC 28302

THIS INSTRUMENT WAS  
PREPARED BY: J. Haydon Ellis  
Hutchens Law Firm LLP

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR HIGHCROFT SUBDIVISION**

**THIS SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR HIGHCROFT SUBDIVISION** (this  
"Amendment"), is made and entered into this 9<sup>th</sup> day of November, 2022, by Highcroft of  
Fayetteville, LLC, a North Carolina limited liability company, hereinafter referred to as  
"Declarant".

**WITNESSETH**

**WHEREAS**, Declarant executed and caused to be recorded a certain Declaration of  
Covenants, Conditions and Restrictions For Highcroft Subdivision as recorded in Book 9049, Page  
349, Cumberland County Registry, North Carolina, as subsequently amended by first supplemental  
amendment recorded in Book 9910, Page 163; second supplemental amendment recorded in Book  
10215, Page 437; third supplemental amendment recorded in Book 10438, Page 300; fourth  
supplemental amendment recorded in Book 10742, Page 534; fifth supplemental amendment  
recorded in Book 11049, Page 885; and sixth supplemental amendment recorded in Book 11393,  
Page 127, of the aforesaid Registry (as amended, the "Declaration"); and,

**WHEREAS**, pursuant to the Declaration, Declarant has the authority to amend the  
Declaration and subject additional lots to the Declaration; and,

**WHEREAS**, Declarant desires to amend the Declaration to subject additional lots to the  
Declaration; and,

**WHEREAS**, pursuant to the Declaration, Declarant elects to modify and amend the  
Declaration as stated below.

**NOW, THEREFORE**, Declarant hereby amends the Declaration and declares that the  
property described below shall be held, sold, conveyed, given, transferred, leased, occupied, and  
used subject to the Declaration, as previously amended:

submitted electronically by "Hutchens Law Firm LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

BEING all of Highcroft Phase 4, Part 2, according to a plat of the same duly recorded in Plat Book 149, Page 17, Cumberland County Registry.

IN WITNESS WHEREOF, this Declarant executes this Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision this the 9 day of ~~October~~ November, 2022.

HIGHCROFT OF FAYETTEVILLE, LLC

*[Handwritten Signature]*

(SEAL)

By: D. Ralph Huff III

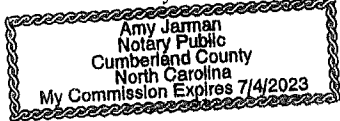
Title: member / manager

STATE OF NC

COUNTY OF Cumberland

The undersigned, a Notary Public in and for said county and state, does hereby certify that D. Ralph Huff III, personally appeared before me this day in his or her capacity as member / manager of HIGHCROFT OF FAYETTEVILLE, LLC and acknowledged the due execution of the foregoing Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision and acknowledged that he/she had authority to sign on behalf of the principal in the capacity indicated above.

Witness my hand and notarial seal, this the 9 day of November, 2022.



Amy Jarman  
Notary Public printed name

(SEAL)

*[Handwritten Signature]*  
Notary Public signature

My Commission expires: 7/4/23

FILED	Mar 22, 2023
AT	08:04:54 AM
BOOK	11695
START PAGE	0685
END PAGE	0687
INSTRUMENT #	08427
RECORDING	\$26.00
EXCISE TAX	\$0.00

MAIL AFTER RECORDING TO: J. Scott Flowers  
Hutchens Law Firm LLP  
P.O. Box 2505  
Fayetteville, NC 28302

THIS INSTRUMENT WAS  
PREPARED BY: Hannah Hein  
Hutchens Law Firm LLP

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR HIGHCROFT SUBDIVISION**

**THIS EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR HIGHCROFT SUBDIVISION** (this  
"Amendment"), is made and entered into this 14 day of March, 2023, by Highcroft of Fayetteville,  
LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant".

**WITNESSETH**

**WHEREAS**, Declarant executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions For Highcroft Subdivision as recorded in Book 9049, Page 349, Cumberland County Registry, North Carolina, as subsequently amended by first supplemental amendment recorded in Book 9910, Page 163; second supplemental amendment recorded in Book 10215, Page 437; third supplemental amendment recorded in Book 10438, Page 300; fourth supplemental amendment recorded in Book 10742, Page 534; fifth supplemental amendment recorded in Book 11049, Page 885; sixth supplemental amendment recorded in Book 11393, Page 127; and seventh supplemental amendment recorded in Book 11616, Pages 578-579, of the aforesaid Registry (as amended, the "Declaration"); and,

**WHEREAS**, pursuant to the Declaration, Declarant has the authority to amend the Declaration during the Declarant Control Period, which has not expired; and,

**WHEREAS**, Declarant desires to amend the Declaration to amend Article III, Section 8; and,

**WHEREAS**, pursuant to the Declaration, Declarant elects to modify and amend the Declaration as stated below.

**NOW, THEREFORE**, Declarant hereby amends the Declaration and declares that the property described below shall be held, sold, conveyed, given, transferred, leased, occupied, and used subject to the Declaration, as previously amended:

Submitted electronically by "Hutchens Law Firm LLP"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

1. Article III, Section 8 is to be deleted and replaced with the following:

No automobile or other mechanical repairs shall be conducted within a Lot other than in a garage or concealed from public view. No mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on a Lot at any time except in a closed garage. No Commercial Vehicle shall be permitted to be parked on any Lot or on the Properties except in the course of delivery, pick up, or discharge of a specific commercial duty. No vehicle in inoperable condition or no unlicensed vehicle may be parked on any street or on any Lot, unless kept inside a garage or behind an approved fence or otherwise concealed from public view. No parked vehicle shall be covered by a "car cover" or other similar covering unless kept inside a garage and concealed from public view. No truck or vehicle, no camper, no golf cart, no boat, jet ski or other watercraft, and no trailer of any kind may be kept within the Common Area. For the purpose of the preceding sentences, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less. In order to preserve the aesthetics of development, whether or not a boat, trailer, or vehicle of any type is properly parked shall be determined by the Association in its sole discretion. The Association shall have the right to tow or remove any boat, trailer, recreation vehicle, camper, jet ski, watercraft, golf cart, Commercial Vehicle, or vehicle of any type which is parked within the Common Area or kept on any Lot in violation of this section, at the Owner's expense, and the Owner of each Lot, by acceptance of their deed, does grant to the Association such an easement, on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section. If more than two of the above non-private vehicles, trailers or boats are stored on any Lot, they shall be screened from view of other Lots. No vehicle may be parked on the grass surface of any Lot.

A trailer (cargo, flatbed, service, etc.), boat trailer, jet ski trailer, camper trailer, and RV may be parked on the side of the home and must be on a concrete pad and no portion of the trailer, camper trailer, or RV may extend beyond the front corner of the Owner's property or the front corner of any neighboring property. The Association reserves the right to tow the violating trailer, camper, and/or RV if this parking stipulation is violated.

IN WITNESS WHEREOF, this Declarant executes this Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision this the 17 day of March, 2023.

HIGHCROFT OF FAYETTEVILLE, LLC

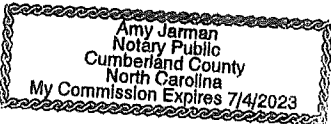
[Signature] (SEAL)  
By: D. Ralph Huff III  
Title: manager

STATE OF NC  
COUNTY OF Cumberland

The undersigned, a Notary Public in and for said county and state, does hereby certify that D. Ralph Huff III, personally appeared before me this day in his or her capacity as manager of **HIGHCROFT OF FAYETTEVILLE, LLC** and acknowledged the due execution of the foregoing Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Highcroft Subdivision and acknowledged that he/she had authority to sign on behalf of the principal in the capacity indicated above.

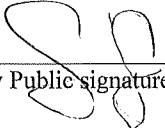
Witness my hand and notarial seal, this the 17 day of March, 2023.

Amy Jarman  
Notary Public printed name



(SEAL)

My Commission expires: 7/4/23

  
\_\_\_\_\_  
Notary Public signature

