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Prepared by: J. Duane Gilliam, Attorney at Law, 3340 Quarry Dr., Fayetteville, NC 28303
Mail to: J. Duane Gilliam, Attorney at Law, 3340 Quarry Dr., Fayetteville, NC 28303

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**SECTION FOUR, PART ONE, FAIRFIELD FARM,
DECLARATION OF COVENANTS
For Maintenance of Stormwater Structural Controls
City of Fayetteville**

THIS DECLARATION OF COVENANTS is made this 9th day of October, 2012, pursuant to the "Stormwater Control Ordinance of Fayetteville, North Carolina ", Sec. 23-20 through Sec. 23-49 of CHAPTER 23 of the Code of Ordinances of the City of Fayetteville, North Carolina (the "Stormwater Management Ordinance") by BROLANCO CORPORATION, a North Carolina corporation, 903 Hay Street, P. O. Box 53587, Fayetteville, NC 28305-3587 (hereinafter known as the "Developer"); and SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation, 903 Hay Street, P. O. Box 53587, Fayetteville, NC 28305-3587 (hereinafter known as the "Property Owners' Association"); for the benefit of THE CITY OF FAYETTEVILLE, 433 Hay Street, Fayetteville, NC 28301-5537, and its successors and assigns (the "City").

WITNESSETH:

WHEREAS, the City of Fayetteville is authorized to minimize the downstream impacts from increased stormwater runoff and prevent surface water quality degradation from development or redevelopment activities within its jurisdiction as set forth in the City of Fayetteville Stormwater Management Ordinance: and

WHEREAS, the Developer is the owner of a certain tract or parcel of land more particularly described as: Being approximately 45.9 acres of the net 70.91 acre tract of land conveyed to Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Book 5977, page 497-500, Cumberland County Registry, such property being hereinafter referred to as "the Property;" and

WHEREAS, the Developer desires to construct certain improvements on its Property regulated by the City of Fayetteville Stormwater Management Ordinance; and

WHEREAS, the development of the Property will require the construction of stormwater management facilities, including stormwater detention ponds and other stormwater control structures, as necessary, and in accordance with approved plans, specifications, and applicable manuals ("Stormwater Management System"), to serve the Property; and

WHEREAS, the Developer has applied to the City for approval of its stormwater design plan which will allow Developer to construct and maintain the Stormwater Management System; and

WHEREAS, the City desires to ensure that the Stormwater Management System is properly constructed, maintained and operated in accordance with the approved stormwater design plan, and all other applicable ordinance provisions, and requires the execution of this Agreement by Developer that will be binding upon all current and subsequent owners of the Property, portions of the Property, and lots or parcels served by the Stormwater Management Facility, as required by the Stormwater Management Ordinance; and

WHEREAS, the City of Fayetteville, North Carolina, Engineering & Infrastructure Department has issued an Infrastructure Permit dated April 30, 2012 for Project No: 486, Project Name: Fairfield Farms, Secs. 4, 5 & 6, for the construction, operation and maintenance of the subject project stormwater BMPs; and

WHEREAS, the conditional approval of the plans associated with the Infrastructure Permit Project No. 486 is subject, among other things, to the execution of this agreement.

NOW THEREFORE, in consideration of the benefits received by the Developer as a result of approval by the City of Fayetteville or its designee of these plans, the Developer and Property Owners' Association, with full authority to execute deeds, mortgages, other covenants, and all rights, title and interest in the property described above, does hereby covenant with the City of Fayetteville as follows:

1. Generally. Developer shall construct the Stormwater Management System in accordance with the plans and specifications for the Stormwater Management System, as conditionally approved by the City by Infrastructure Permit dated April 30, 2012 for Project No: 486, Project Name: Fairfield Farms, Secs. 4, 5 & 6, for the construction, operation and maintenance of the subject project stormwater BMPs, and shall thereafter operate and maintain the Stormwater Management System in accordance with the "BMP Maintenance Plan" that has been reviewed and approved by the City of Fayetteville or its designee and is attached to and made a part of this Declaration of Covenants. This BMP Maintenance Plan describes the specific maintenance practices to be performed for the above referenced stormwater structural control and includes a schedule for implementation of these practices. The Plan indicates that the stormwater structural control shall be inspected by a qualified professional at least annually to ensure that it is operating properly. The Plan shall specify the name, mailing address and phone number of the party responsible for the fulfillment of the Maintenance Plan.

2. Operation of System and Transfer.

(a) The SECTION FOUR, FAIRFIELD FARMS. Subdivision, (the "Property") is a single-family residential subdivision as defined in Section 23-39(b) of the Stormwater Control Ordinance of Fayetteville, North Carolina.

(b) Developer shall have the primary responsibility for carrying out the provisions of this maintenance agreement for a period of one year from the date of the record drawing certification described in Section 23-37, or for a period of one year 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. At the end of the one-year timeframe, the stormwater management facility shall be inspected as outlined in Section 23-41 in order to release the performance security.

(c) Once the stormwater management facility has passed inspection, the primary responsibility for carrying out the provisions of this maintenance agreement shall be transferred to Property Owners' Association, subject the reaffirmation of this provision by the Property Owners' Association after more than 50% of the lots have been conveyed to owners other than Developer as provided by N.C.G.S. 143-214.7(c2) or such other statutes or regulations as are in effect at the time of such transfer.

(d) As required by Section 23-38 (b) (5), Developer, prior to the release of the installation performance secured as outlined in Section 23-41, shall pay into a maintenance fund used by City 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 ARTICLE III - STORMWATER CONTROL.

(e) Developer and Property Owners' Association pursuant to Section 23-38 (b) and Section 23-39 (a) apply for transfer of maintenance responsibilities for the structural stormwater management facility for this single-family detached residential development to the City as provided by Section 23-38 (b). Developer and Property Owners' Association pursuant to Section 23-39 (a) request that the functional maintenance responsibility be transferred to City once the stormwater maintenance facility has passed inspection. The Property Owners' Association shall still be responsible for routine maintenance such as mowing the grass and picking up litter.

(f) The Developer shall promptly notify the City of Fayetteville or its designee when the Developer legally transfers any of the Developer's responsibilities for the stormwater structural control. The Developer shall supply the City of Fayetteville or its designee with a copy of any document of transfer, executed by both parties.

3. Right to Construct and Maintain. If the Developer for any reason, or at any time, fails, within thirty (30) days after receiving written notice, to complete construction or maintain the Stormwater Control System as required by the "BMP Maintenance Plan" attached hereto and made a part hereof, the Stormwater Best Management Practices Manual, section 23-46 and other portions of the Stormwater Control Ordinance or this Agreement, or the provisions of NCDENR Permit No. SW11110, dated December 9, 2011, the City may complete such construction or

conduct such maintenance, and the Developer hereby agrees to pay the City or other governmental authority all reasonable costs incurred thereby and all costs and/or penalties as provided by the Stormwater Control Ordinance.

4. Easement for Inspection, Construction and Maintenance. Developer hereby grants and conveys to the City, a non-exclusive easement or easements ("Easement") across the Property for entry in the event that the City engineer has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the Stormwater Management Facility; however, in no case shall this right of entry, of itself, confer an obligation on the City to assume responsibility for the Stormwater Management Facility.

Nothing herein contained shall be deemed a gift or dedication of any portion of the Property described herein to the general public or for any public use or purpose whatsoever, it being the intent of the parties that this easement shall be strictly limited to and for the purposes herein expressed and shall be solely for the benefit of the parties hereto, and their respective heirs, successors and assigns and successors in title to their respective properties.

5. Special Requirement for Property Owners' Association. The Developer and Property Owners' Association intend that the Developer will make the payment to the City as provided by Section 23-38 (b) (5), and that the functional maintenance responsibility of the completed Stormwater Management Facility will be transferred to City pursuant to Section 23-38 (a), and with the Property Owners' Association then remaining responsible for routine maintenance such as mowing the grass and picking up litter.

Since the stormwater management facilities are to be owned by the Property Owners' Association, the following additional provisions as required by Section 23-39 (b) are made a part of this agreement (to the extent that the provisions may apply notwithstanding that the functional maintenance is the responsibility of the City):

(a) The Property Owners' Association shall continuously operate and maintain the stormwater control and Stormwater Management Facilities; provided, that this provision must be reaffirmed by the Property Owners' Association after more than 50% of the lots have been sold and a resident of the subdivision has been chosen as president of the Property Owners' Association.

(b) Escrow account shall be established in the name of the Property Owners' Association, at such times and in such amounts as may be required by the Fayetteville City Code, as amended from time to time, to provide for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the Stormwater Management Facilities.

(c) As required by Section 23-38 (b) (5), Developer, prior to the release of the installation performance secured as outlined in Section 23-41, shall pay into a maintenance fund used by City 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 ARTICLE III - STORMWATER CONTROL.

Otherwise, Developer will not make any contributions to fund any escrow account as set forth in subparagraph immediately above.

(d) The cost of routine maintenance such as mowing the grass and picking up litter on the Stormwater Management Facility shall be provided in the annual budget and assessments of the Property Owners' Association.

(e) The Property Owners' Association grants to the City a right of entry to inspect, monitor, maintain, repair, and reconstruct the Stormwater Management Facilities.

(f) To the extent that the costs are not the responsibility of the City by its accepting functional maintenance responsibility of the structural stormwater maintenance facility pursuant to Section 23-38, the City is allowed to recover from the Property Owners' Association and its members any and all costs the city expends to maintain or repair the Stormwater Management Facilities or to correct any operational deficiencies. Failure to pay the City all of its expended costs, after 45 days' written notice, shall constitute a breach of this agreement. In case of a deficiency, the City shall thereafter be entitled to bring an action against the Property Owners' Association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property used for the Stormwater Management Facilities, or both, in case of a deficiency. Interest, collection costs, and attorney fees shall be added to the recovery.

(g) This agreement shall not obligate the City to maintain or repair any Stormwater Management Facilities other than as otherwise provided by the Fayetteville City Code, and the City shall not be liable to any person for the condition or operation of the Stormwater Management Facilities.

(h) This agreement shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

(i) The Property Owners' Association agrees to indemnify and to hold harmless the City for any costs and injuries arising from or related to the Stormwater Management Facility (unless the City has agreed in writing to assume the maintenance responsibility for the Stormwater Management Facility and has accepted dedication of any and all rights necessary to carry out that maintenance).

6. Agreement Recordation and Indications On Plat. All current and subsequent owners of the Property, portions of the Property, and lots or parcels served by the Stormwater Management Facility, shall be subject to the terms of this Agreement that they will construct and maintain the Stormwater Management System in conformance with this Agreement, with this Agreement when recorded being a covenant running with the land. This Agreement shall be referenced on the final plat(s) and shall be recorded with the Cumberland County Register of Deeds upon final plat approval.

7. Notice. Any notice which any party hereto may send to the other pertaining to this Agreement shall be in writing and shall be considered delivered when deposited in the United States mail, certified with postage prepaid. The addresses are as stated below:

City of Fayetteville
City Engineer
City Engineering and Infrastructure Dept.
433 Hay Street
Fayetteville, NC 28301-5537

Brolanco Corporation
P. O. Box 53587
Fayetteville, NC 28305-3587

SECTION FOUR, FAYETTEVILLE FAIRFIELD
FARM PROPERTY OWNERS' ASSOCIATION,
INC.
P. O. Box 53587
Fayetteville, NC 28305-3587

8. Default Provisions If Maintenance Responsibilities Are Not Transferred to City. If for any reason the the maintenance responsibilities for the stowmwater management facility shall not be actually transferred to the City as provided by Section 23-38 (b) and as contemplated by paragrah 2. of this agreement, then the following provisions shall apply:

A. The funding for the performance of the maintenance responsibilities shall be secured through the use of an ESCROW ACCOUNT.

B. The Developer shall establish an ESCROW ACCOUNT, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the above referenced stormwater structural control. If the stormwater structural control is not performing adequately or as intended or is not properly maintained, the City of Fayetteville, in its sole discretion, may remedy the situation, and in such instances the City of Fayetteville shall be fully reimbursed from the ESCROW ACCOUNT. Funds may be spent by the Developer for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the stormwater structural control, provided that the City of Fayetteville shall first consent to the expenditure.

C. Both contributions by the Developer and contributions to an escrow account fund from either the Developer or a property owners' association shall fund the ESCROW ACCOUNT. Prior to the release of the installation performance guarantee security, the Developer shall pay into the ESCROW ACCOUNT an amount equal \$27,095.93 which is fifteen (15) per cent of the initial construction cost of \$180,639.50 (\$124,888.50 for Permanent Wet Detention Basin 1 and \$55,751.00 for Permanent Wet Detention Basin 2) of the stormwater structural control. Total funds equaling two-thirds (2/3) of the total initial construction cost being \$120,426.33 (.667 x \$180,639.50) shall be deposited into the ESCROW ACCOUNT within the first five (5) years and total funds equaling the full amount of the initial construction costs being \$180,639.50 shall be deposited within ten (10) years following initial construction of the stormwater structural control. Funds shall be deposited each year into the ESCROW ACCOUNT. A portion of the annual assessments of the property owners' association shall include an allocation into the ESCROW ACCOUNT. Any funds drawn down from the ESCROW ACCOUNT shall

be replaced in accordance with the schedule of anticipated work used to create the escrow account budget prior to the next annual inspection report.

D. The percent of Developer contribution and lengths of time to fund the ESCROW ACCOUNT may be varied by the City of Fayetteville depending on the design and materials of the stormwater structural control.

E. The Developer shall construct and perpetually operate and maintain, at its sole expense, the above-referenced stormwater structural control in strict accordance with the attached Maintenance Plan approved by the City of Fayetteville or its designee.

F. The Developer shall, at its sole expense, make such changes or modifications to the stormwater structural control as may, at the discretion of the City of Fayetteville or its designee, be determined necessary to ensure that the facility and system is properly maintained and continues to operate as designed and approved.

G. The City of Fayetteville, its agents, employees and contractors shall have the perpetual right of entry to inspect, monitor, maintain, repair and reconstruct the stormwater structural control.

9. Modification and Amendment. This Agreement may only be amended by a written agreement signed by City, the Developer and the Property Owners' Association, or their respective successors and assigns. This Agreement contains the entire agreement between the parties. There is merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise or condition not incorporated herein shall not be binding upon either party.

10. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions; which shall remain in full force and effect.

11. Beneficiaries of this Agreement. The City is the governmental authority which has jurisdiction over Stormwater Management Plan approval, and shall be deemed to be a beneficiary of this Agreement, both in its own right, and also for the purpose of protecting the interests of the community and other parties, public, or private, in whose favor, or for whose benefit, this Agreement has been provided. This Agreement shall run in favor of the City for the entire period during which this Agreement shall be in force and in effect without regard to whether the City has at any time been, remains, or is an owner of the Property or any portion thereof. The City shall have the right, in the event of any breach of this Agreement, following notice and a reasonable period to cure, to exercise all the rights and remedies and to maintain any action or suits at law or in equity or other proper proceedings to enforce the curing of such breach of this Agreement to which it may be entitled.

12. Headings and Captions. The headings and captions used in this Agreement are used for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement.

13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

14. Binding Effect. The parties agree that the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, administrators, successors in interest and assigns, and all current and subsequent owners of the Property, portions of the Property, and lots or parcels served by the Stormwater Management Facility.

15. Recording. A copy of this Agreement and any modification thereof, shall be filed with the Cumberland County Register of Deeds and in the office of the City engineer.

16. Release of Declaration. In the event that the City of Fayetteville or its designee shall determine at its sole discretion at future time that the stormwater structural control is no longer required, then the City of Fayetteville or its designee shall at the request of the Developer execute a release of this Declaration of Covenants which the Developer shall record at its expenses.

TO HAVE AND TO HOLD the aforesaid Easement and all privileges and appurtenances thereunto belonging to the City, and its successors and assigns. Developer covenants that it is seized of the aforesaid Property in fee, has the right to convey the easements hereby granted, that the same are free from encumbrances, and that it will warrant and defend said title to said easements against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Developer and Property Owners' Association have executed this Agreement the day and year first above written.

(Corporate Seal)

BROLANCO CORPORATION

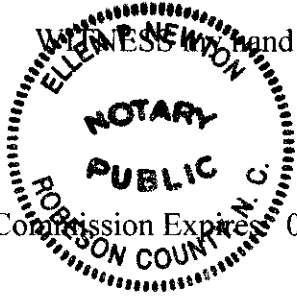
By: *Dohn B. Broadwell Sr.* Sr.
Dohn B. Broadwell, Sr., President

SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC.

By: *Dohn B. Broadwell Jr.*
Dohn B. Broadwell, Jr., President

NORTH CAROLINA
CUMBERLAND COUNTY

I, a Notary public of North Carolina, certify that Dohn B. Broadwell, Sr. (who is personally known to me) personally came before me this day and acknowledged that he is President of BROLANCO CORPORATION, a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.



My Commission Expires: 04-19-2016

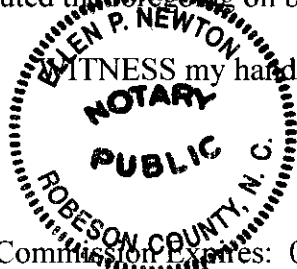
and official seal, this 9th day of October, 2012.
Ellen P. Newton

(Signature of Notary Public)
Ellen P. Newton
Notary Public

(N.P. SEAL)

NORTH CAROLINA
CUMBERLAND COUNTY

I, a Notary public of North Carolina, certify that Dohn B. Broadwell, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is President of SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC., a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.



My Commission Expires: 04-19-2016

WITNESS my hand and official seal, this 9th day of October, 2012.
Ellen P. Newton

(Signature of Notary Public)
Ellen P. Newton
Notary Public

Seen and approved.

(N.P. SEAL)

Gasell Rodriguez

City Engineer

ATTACHMENT

BMP Maintenance Plan

Fairfield Farm - Section Four, Five & Six

[Name of Development Project as indicated on approved plans]

City of Fayetteville

March 28, 2012

[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
Fairfield Farm Phase 4, 5 & 6 - Wet Detention Basin - 1	West Summerchase Drive	0531-66-5019
Fairfield Farm Phase 4, 5 & 6 - Wet Detention Basin - 2	West Summerchase Drive	0531-66-5019

- 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	\$1,000.00	Developer Until Transferred to HOA
Sediment removal	\$1,000.00	Developer Until Transferred to HOA
Plant management / weed control	\$100.00	Developer Until Transferred to HOA

Replacement supplies, rock, plants, soil media, mulch	\$300.00	Developer Until Transferred to HOA
Mowing and litter removal	\$1,000.00	Developer Until Transferred to HOA
Seeding	\$200.00	Developer Until Transferred to HOA
Miscellaneous	\$500.00	Developer Until Transferred to HOA
[Other]		
Total	\$ 4,100.00	

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.]

Wet Detention Basin Maintenance Tasks and Schedule	
TASK	SCHEDULE
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.

Grassed Swales Maintenance Tasks and Schedule	
TASK	SCHEDULE
Trash removal	Weekly – Monthly (prior to mowing)
Mowing	Weekly – Monthly (as needed to retain 3 – 6 inch height)
Stabilization of eroded areas	Monthly
Observe for clogging (enhanced swale)	Monthly
Observe pea gravel diaphragm and replace / repair as necessary	Monthly
Overall facility observation	Within 24 hours after every storm event greater than 1.0 inch
Inspect condition of dispersion devices and check dams	Yearly
Reseed	Yearly
Removal of sediment	Yearly

Important maintenance procedures:

- The drainage area of the grassed swale should be carefully managed to reduce the sediment load to the grassed swale.
- After the first time fertilization to establish the grass in the swale, fertilizer should not be applied to the grass swale.

responsibilities for the structural stormwater management facility for this single-family detached residential development be transferred to the City of Fayetteville once the stormwater maintenance facility has passed the required inspection;

(d) to provide for operation and maintenance of the Stormwater Maintenance Facilities pursuant to the SECTION FOUR, FAIRFIELD FARM, DECLARATION OF COVENANTS For Maintenance of Stormwater Structural Controls City of Fayetteville that is recorded in Book 9014, pages 508-521, Cumberland County Registry, the provisions of the Stormwater Control Ordinance of Fayetteville, North Carolina, and any other applicable state or federal laws or regulations, to the extent that the maintenance responsibilities are not transferred to the City of Fayetteville;

(e) to provide for establishing and maintaining such escrow accounts that may be required by the Stormwater Control Ordinance of Fayetteville, North Carolina; and

(f) to provide for performing all duties and filing all required reports subsequent to the completed initial construction and inspection(s) relative to the installed erosion and sedimentation plan for the SECTION FOUR, PART ONE, FAIRFIELD FARM, subdivision,

all under a general plan or scheme of improvement, and 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 are 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 to create an agency to which can be delegated and assigned the duties and powers:

- (a) to provide for the maintenance of common properties in said SECTION FOUR, PART ONE, FAIRFIELD FARM, subdivision;
- (b) to apply pursuant to Section 23-38 (b) and Section 23-39 (a) of the Stormwater Control Ordinance of Fayetteville, North Carolina for transfer of functional maintenance responsibilities for the structural stormwater management facility for this single-family detached residential development be transferred to the City of Fayetteville once the stormwater maintenance facility has passed the required inspection;
- (c) to provide for operation and maintenance of the Stormwater Maintenance Facilities pursuant to the SECTION FOUR, FAIRFIELD FARM, DECLARATION OF COVENANTS For Maintenance of Stormwater Structural Controls City of Fayetteville that is recorded in Book 9014, pages 508-521, Cumberland County Registry, the provisions of the Stormwater Control Ordinance of Fayetteville, North Carolina, and any other applicable state or federal laws or regulations, to the extent that the maintenance responsibilities are not transferred to the City of Fayetteville;
- (d) to provide for establishing and maintaining such escrow accounts that may be required by the Stormwater Control Ordinance of Fayetteville, North Carolina; and
- (e) to provide for performing all duties and filing all required reports subsequent to the completed initial construction and inspection(s) relative to the installed erosion and sedimentation plan for the SECTION FOUR, PART ONE, FAIRFIELD FARM, subdivision; and
- (f) to promote the health, safety and welfare of the residents of the (b) to provide for the maintenance of common properties in said SECTION FOUR, PART ONE, FAIRFIELD FARM, subdivision;
- (c) to apply pursuant to Section 23-38 (b) and Section 23-39 (a) of the Stormwater Control Ordinance of Fayetteville, North Carolina for transfer of functional maintenance responsibilities for the structural stormwater management facility for this single-family detached residential development be transferred to the City of Fayetteville once the

stormwater maintenance facility has passed the required inspection;
(d) to provide for operation and maintenance of the Stormwater Maintenance Facilities pursuant to the SECTION FOUR, FAIRFIELD FARM, DECLARATION OF COVENANTS For Maintenance of Stormwater Structural Controls City of Fayetteville that is recorded in Book 9014, pages 508-521, Cumberland County Registry, the provisions of the Stormwater Control Ordinance of Fayetteville, North Carolina, and any other applicable state or federal laws or regulations, to the extent that the maintenance responsibilities are not transferred to the City of Fayetteville;
(e) to provide for establishing and maintaining such escrow accounts that may be required by the Stormwater Control Ordinance of Fayetteville, North Carolina; and
(f) to provide for performing all duties and filing all required reports subsequent to the completed initial construction and inspection(s) relative to the installed erosion and sedimentation plan for the SECTION FOUR, PART ONE, FAIRFIELD FARM, subdivision, and any additional properties that may be brought with the jurisdiction of the corporation,

and to which can be delegated the power and authority of maintaining and 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, SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC., as the agency for exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that Lots 32, 37 through 43, inclusive, Lot 141, and Lots 238 through 241, inclusive, of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 131, page 196, Cumberland County, North Carolina, Registry (said subdivision hereinafter sometimes being referred to as the SECTION FOUR, PART ONE, FAIRFIELD FARM,, subdivision) 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, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof..

ARTICLE I.
DEFINITIONS

Section 1. Association. Association shall mean and refer to SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns, the Articles of Incorporation of which are recorded in Deed Book 8971, pages 0249-0252, and the Bylaws of which are recorded in Deed Book 8971, pages 0253-0266, Cumberland County Registry.

Section 2. Declarant. Declarant shall mean and refer to Brolanco Corporation, a North Carolina corporation, 903 Hay Street, Fayetteville, NC 28305-5313, its successors and assigns. Should any person, firm, corporation or other entity acquire in fee simple ownership purchase or otherwise of ninety percent of the Lots 32, 37 through 43, inclusive, Lot 141, and Lots 238 through 241, inclusive, of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 131, page 196, Cumberland County, North Carolina, Registry, while the said Lots are vacant lots, such person, firm, corporation or other entity shall become the successor in interest to Brolanco Corporation, and shall thereafter be entitled to exercise all of the rights and powers as set forth

herein to be exercised by the Declarant, including, but not way of limitation, the Special Declarant Rights During the Period of Declarant Control as set forth in ARTICLE II, Section 3.

Section 3. Lot and Lots. Lot shall mean and refer to each of Lots 32, 37 through 43, inclusive, Lot 141, and Lots 238 through 241, inclusive, of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 131, page 196, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC. Lots shall mean and refer collectively to Lots 32, 37 through 43, inclusive, Lot 141, and Lots 238 through 241, inclusive, of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 131, page 196, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC. Additional building lots shall mean additional building lots as are brought by Declarant under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC. Lots may include future sections of the SECTION FOUR, FAIRFIELD FARM, subdivision as the same may be developed from time to time by Declarant from the net 70.91 acre tract of land conveyed to Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Book 5977, page 497-500, Cumberland County Registry, except that no future sections of the SECTION FOUR, FAIRFIELD FARM, subdivision shall become subject to these covenants until after the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration by Declarant which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants herein, 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(s), but such modification shall have no effect on the properties described herein.

Section 4. Assessable Lots. The Assessable Lots shall be determined as of January 1 of each fiscal year of the Association and shall consist of Lots 32, 37 through 43, inclusive, Lot 141, and Lots 238 through 241, inclusive, of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 131, page 196, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC. Open Space areas, Common Areas and & Stormwater Maintenance area are not "Assessable Lots".

Section 5. Owner. Owner shall mean every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Association, including contract sellers. The term "Owner" is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

Section 6. Membership in Association. Every Owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. Membership shall be pursuant to and may not be separated from ownership of any Lot which is subject by the Declaration to assessment by the Association.

Section 7. Common Area. Common Area includes Common Area includes (a) the OPEN SPACE (Common Area) 1.42 acres, and (b) the WETLANDS/OPEN Space (Common Area) 4.24 Acres, as shown on the subdivision plat of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, (c) the STORMWATER AREA OPEN SPACE (Common Area) 1.59 acres WET DETENTION BASIN "1" and any other real and personal property

comprising the stormwater control and management facilities after such property has been conveyed by Declarant to the Association; and (d) any other real or personal property that may be acquired by the Association for the common use and/or enjoyment of the Owners of Lots. Common Area does not include the right-of-ways of streets.

Section 8. Declaration. "Covenants" or "Declaration" shall mean this instrument as it may be from time to time amended, supplemented, modified or incorporated by reference.

Section 9. Board of Directors. "Board" or "Board of Directors" shall mean those persons elected or appointed and acting collectively as the Board of Directors of the Association.

Section 10. Common Expenses. "Common Expenses" shall mean and include:

- (1) All expenses determined by the Board or approved by the members to be common expenses of the Association;
- (2) Expenses of administration, maintenance, operation, repair, or replacement of the Common Properties and all improvements located thereon for the common benefit of the Subdivision, including, to the extent that such improvements or landscaping are located upon or constitute Common Areas, all private roadways, driveways, pavement, sidewalks, walkways and uncovered parking spaces, all lawns, trees, grass and landscape areas, shrubs and fences located on the Common Areas, any recreational facilities provided by the Association, and any utility services to the Common Areas;
- (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) Expenses to continuously operate and maintain the stormwater control and management facilities when and to the extent that such operation and maintenance may become the responsibility of the Association;
- (7) The expense of providing for payments into an escrow account as required by the Stormwater Control Ordinance of Fayetteville, North Carolina to the extent that the establishment of such escrow accounts may become the responsibility of the Association;
- (8) The expense of performing all duties and filing all required reports subsequent to the completed initial construction and inspection(s) relative to the Soil Erosion and Sediment Control Plan;
- (9) The expense of the operation and maintenance Stormwater Management Facilities and complying with the Stormwater Operation and Maintenance Agreement to the extent that such operation and maintenance may become the responsibility of the Association;
- (10) 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;
- (11) The expenses for maintenance of security devices or personnel; and
- (12) The expenses for maintenance and replacement of signage installed by the Declarant for the purpose of designating the property as the SECTION FOUR, FAIRFIELD FARM, Subdivision.

Section 11. Fiscal Year: Fiscal year shall mean the fiscal year of the Association and shall be from January 1 through December 31.

Section 12. Eligible Mortgage Holder. Eligible Mortgage Holder shall mean a holder of a first mortgage or deed of trust lien on a Lot that has requested notice of certain matters from the Association.

Section 13. Soil Erosion and Sediment Control Plan. Soil Erosion and Sediment Control Plan shall mean the erosion and sedimentation plan for the Fairfield Farms, Sections 4, 5 & 6 Acres Approved

45.9 as approved by the Letter of Approval with Modifications dated December 7, 2011 issued to Brolanco Corporation by the North Carolina Department of Environment and Natural Resources, Division of Land Resources, Land Quality Section (Project ID: CUMBE-2012-068, and General Permit No. NCG01000 (Construction Activities).

Section 14. Stormwater Management Permit. Stormwater Management Permit shall mean the permit as issued by the Infrastructure Permit Letter of Approval of the City of Fayetteville, North Carolina, Engineering & Infrastructure Department dated April 30, 2012, issued to Jimmy Kizer, Moorman, Kizer & Reitzel, Inc. (for Brolanco Corporation) Project No: 486, Project Name: Fairfield Farms, Secs. 4, 5 & 6.

Section 15. City. Unless otherwise specifically indicated, "City" shall mean the City of Fayetteville, North Carolina.

Section 16. City Engineer. City Engineer shall mean the City Engineer of the City of Fayetteville, North Carolina, or his/her designee.

Section 17. Stormwater Control Ordinance of Fayetteville, North Carolina. Stormwater Control Ordinance or Stormwater Control Ordinance of Fayetteville, North Carolina shall mean Sec. 23-20 through Sec. 23-49 of the Code of Ordinances of the City of Fayetteville, North Carolina, as amended from time to time.

Section 18. Stormwater Management Facilities. Stormwater Management Facilities shall have the meaning as set forth in Sec. 23-21 of the Code of Ordinances of the City of Fayetteville, North Carolina, as amended from time to time, which under the current ordinance is "those structures and facilities that are designed for the collection, conveyance, storage, treatment and disposal of stormwater runoff into and through the drainage system. This includes all stormwater quantity and quality facilities."

Section 19. Stormwater Operation and Maintenance Agreement. Stormwater Operation and Maintenance Agreement shall mean the operation and maintenance agreement required to be executed pursuant to the provisions of Sec. 23-39 of the Code of Ordinances of the City of Fayetteville, North Carolina, as recorded in Book 9014, pages 508-521, Cumberland County Registry. The Operation and Maintenance Agreement of stormwater management facility for future parts or sections of the SECTION FOUR, FAIRFIELD FARM, subdivision, shall mean the agreement as required by Section 23-39 of the Stormwater Control Ordinance of Fayetteville, North Carolina, as referenced on the final plat and recorded with the Cumberland County Register of Deeds as required by subsection (a) (1) of Section 23-39 of the Stormwater Control Ordinance of Fayetteville, North Carolina, as the same may be amended from time to time.

Section 20. Functional Maintenance of Stormwater Management Facilities. Functional Maintenance shall mean any action necessary to preserve the stormwater management facilities in proper working condition, in order to serve the intended purposes set forth in this article, and to prevent structural failure of such facilities. Functional maintenance shall not include actions taken solely for the purpose of enhancing the aesthetic aspects associated with stormwater management facilities.

Section 21. Built-upon area. Built-upon area shall mean that portion of a Lot that is covered by impervious or partially impervious surface including, but not limited to, buildings, pavement and gravel areas such as roads, parking lots, and paths; and recreation facilities such as tennis courts. Built-upon area does not include a wooden slatted deck, the water area of a swimming pool, or pervious or partially pervious paving material to the extent that the paving material absorbs water or allows water to infiltrate through the paving material.

Section 22. Special Requirement for Homeowners' and Other Associations. Special Requirement for Homeowners' and Other Associations shall mean all of the provisions of Sec. 23-39 (b) of the Code of Ordinances of the City of Fayetteville, North Carolina, as amended from time to time, that are required by said section to be included in the Stormwater Management Operation and Maintenance Agreement when the stormwater management facilities are to be or are owned and maintained by a homeowners' association, property owners' association, or other similar entity.

Section 23. Offensive or Noxious Activity Defined. "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 a 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.

Section 24. Period of Declarant Control. "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of the following times: (a) When the Declarant is no longer the owner of a Lot in the SECTION FOUR, FAIRFIELD FARM, Subdivision, or any additional phases added to said subdivision; or (b) on January 1, 2027.

ARTICLE II.
PROPERTIES SUBJECT TO THIS DECLARATION

Section 1. Initial Properties. The initial properties subject to these covenants are Lots 32, 37 through 43, inclusive, Lot 141, and Lots 238 through 241, inclusive, of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 131, page 196, Cumberland County, North Carolina, Registry.

Section 2. Other Additions. Additional building lots may be brought by Declarant under the jurisdiction of these covenants and the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC. within fifteen (15) years after the date of the recording of this instrument as future sections and phases of the SECTION FOUR, FAIRFIELD FARM, subdivision and may be developed from time to time by Declarant from the net 70.91 acre tract of land conveyed to Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Book 5977, page 497-500, Cumberland County Registry, except that no future sections of the SECTION FOUR, FAIRFIELD FARM, subdivision shall become subject to these covenants until after the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration by Declarant which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants herein, or portions of same. The Supplemental Declaration may contain such complementary or material 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(s), but such modification shall have no effect on properties previously included in the subdivision.

Section 3. Special Declarant Rights. Declarant reserves the following special Declarant Rights for the entire Initial Properties and any future sections and phases of the SECTION FOUR, FAIRFIELD FARM, subdivision and may be developed from time to time by Declarant from the net 70.91 acre tract of land conveyed to Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Book 5977, page 497-500, Cumberland County Registry, for a period ending January 1, 2027:

- (a) To complete any and all improvements indicated on the plats and plans;
- (b) 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 and on the Common Area (other than the present and future stormwater management parcels which shall not be utilized for any such purposes);
- (c) To use easements through the Common Area for the purpose of making improvements within the Property or any property added thereto;
- (e) To alter the size of any Lot, combine or merge two or more Lots, and to subdivide Lots or other Property into Common Area; and
- (f) To appoint and remove any officer or member of the Association Board.

Section 4. Utilities. Declarant reserves the right to subject all or any portions of 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 5. 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.

ARTICLE III. PROPERTY RIGHTS

Section 1. Common Area. Once the Stormwater Management Facility has passed the inspection prescribed by Section 23-39 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, Declarant shall convey to the Association, in trust for the uses and purposes set forth in the Charter and By-Laws of the Association, the initial Common Area. At the option of Declarant, Declarant may in the future convey to the Association, in trust, any easements or other property or property rights, including the 50' Canal shown on the north side and on the south side of W. Summerchase Drive, and also any common area shown on plats of future sections of the SECTION FOUR, FAIRFIELD FARM, subdivision.

Section 2. Additional Real or Personal Property. The Association may acquire by gift, purchase or otherwise, and may own, hold, improve, build upon, operate and maintain additional real or personal property in connection with the affairs of the Association to promote the health, safety, recreation and welfare of the residents of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. Owners' Easements of Enjoyment. Every Owner of an Assessable Lot shall have a

right of easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Assessable Lot. The Common Areas are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Owners of Lots for access, ingress and egress from and to public streets and walkways for enjoyment of the Common Areas and for parking areas.

Section 4. Declarant's Easements in Common Areas. Declarant shall have an easement to enter and to inspect any portion of the Common Area and to make any constructions, adjustments or corrections to the Stormwater Management Facilities, and to perform any and all duties or responsibilities imposed upon Declarant by the provisions of the Stormwater Control Ordinance of Fayetteville, North Carolina, or any other applicable federal or state laws or regulations.

Section 5. Association's Easements in Common Areas. The Association shall have an easement to enter and to inspect any portion of the Common Area and to make any constructions, adjustments or corrections to the Stormwater Management Facilities, and to perform any and all duties or responsibilities imposed upon Association by the provisions of the Stormwater Control Ordinance of Fayetteville, North Carolina, or any other applicable federal or state laws or regulations.

Section 6. Association's Easements to Perform Maintenance. The Association, acting through its officers, agents and employees, shall have the right of unobstructed access at all reasonable times to all properties of Owners as may be reasonably necessary to perform maintenance, including maintenance, repair and reconstruction of the fences located on or on the border of the common areas, to the Common Area, and to the Storm Water Ponds.

Section 7. City of Fayetteville Easement. The City of Fayetteville and City of Fayetteville personnel shall have a right of enter upon the property of Declarant and of Owners:

- (i) as provided by Section 23-27 of the Fayetteville Code of Ordinances, over the easements designated in the stormwater design plan for inspection and emergency maintenance of the drainage system conveying public water; and
- (ii) as provided by Section 23-39 of the Fayetteville Code of Ordinances, in the event the city engineer has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the stormwater management facility.

Section 8. Party Wall Easements of Adjoining Lot Owners. All common walls of buildings shall be party walls. Any matters concerning party walls which are not covered by the terms of this instrument shall be governed by the general rules of law regarding party walls. The cost of maintaining each party wall shall be borne equally by the owners of the Lots on either side of said party wall. In the event of damage or destruction to any party wall, the owners of the Lots on either side of said party wall shall repair or rebuild said party wall. The cost of such repair or rebuilding shall be borne equally by the owners whose lots adjoin said party wall. Each such owner shall have the right to the full use of said party wall so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said party wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other party may have such party wall repaired or restored and shall be entitled to have a mechanic's lien on the Lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such party wall repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. Neither Lot owner shall alter or change a party wall in any manner (non-structural interior decoration excepted), and such party wall shall remain in the same location as when originally erected. Each adjoining owner to said party wall shall have a perpetual easement in that part of

the premises of the other on which said party wall is located, for the purposes of such party wall and any other additional area necessary to repair, replace, and maintain same.

ARTICLE IV.
OWNERSHIP AND MAINTENANCE OF
STORMWATER MANAGEMENT FACILITIES

Section 1. The Association, acting through its officers, is authorized and directed, to enter into and become a signatory of an Operation and Maintenance Agreement for the stormwater management facilities that is required by Section 23-39 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina. Once the Stormwater Management Facility has passed the inspection prescribed by Section 23-39 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, the Association, acting through its officers, is authorized and directed, to enter into a contract(s) to accept the transfer to it of the primary responsibility for carrying out the provisions of the maintenance agreement. The Association, acting through its officers, is authorizes to execute all documents necessary for the release of the performance security of Declarant following the successful inspection(s) as provided by Section 23-37 of the Stormwater Control Ordinance of Fayetteville, North Carolina.

Section 2. The Association, acting through its officers, is authorized and directed, to make any and all applications or petitions for the City to accept functional maintenance responsibility for this single-family detached residential development as provided by Section 23-38 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, with the Association still being responsible for routine maintenance such as mowing the grass and picking up litter as provided by Section 23-39 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina.

Section 3. The Association, acting through its officers, is authorized and directed, to include in the Operation and Maintenance Agreement for the stormwater management facilities the special requirements for homeowners' associations as set forth in Section 23-39 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina.

ARTICLE V.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Corporation, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be pursuant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 2. Voting Rights. The corporation shall have two (2) classes of voting membership:

CLASS A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Assessable Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for each 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; and in the absence of an agreement between the persons holding the interests in any lot the vote for the Lot shall be in the same fractions as the ownership.

CLASS B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Assessable Lot owned. The Class B membership shall cease and be converted to Class A membership on

the happening of either of the following events, whichever occurs earlier: (a) When the Declarant is no longer the owner of any Assessable Lot; or (b) on January 1, 2027.

ARTICLE VI.
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Determination of Lots to be Assessed. The Lots subject to assessments during a fiscal year of the Association shall be the Assessable Lots as of January 1 of the fiscal year of the Association to which the assessment applies.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Assessable Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay assessments to the Association as follows:

- a. Annual Assessments; and
- b. Special Assessments.

All assessments levied by the Association shall be used exclusively for payment of the Common Expenses as defined in Section 10 of Article I.

The Annual Assessments and the Special Assessments on each Assessable Lot, together with interest on delinquent assessments at the rate of six per cent. per annum, costs and reasonable attorney's fees, shall be a charge on and a continuing lien upon the Assessable Lot, and shall also be the personal obligation of the Owner of the Assessable Lot at the time the assessment fell due.

Section 3. Annual Assessments. The Annual Assessments shall be in the amount determined by the Association to be necessary and adequate for the payment of the Common Expenses of the Association. The fiscal year shall commence with the closing of the sale of the first Assessable Lot.

The maximum Annual Assessment levied for the first fiscal year for which an Annual Assessment is levied shall not exceed a rate of \$120.00 for each Assessable Lot and for each calendar year thereafter the rate per acre shall be established by the Board of Directors of the Association and may be increased by the Board of Directors for any calendar year without approval by the Owners by an amount not to exceed twenty percent (20%) of the annual assessment for the previous year; provided that in no event does this limitation reduce the right of the City to recover its costs as set forth in Section 5. of this Article VI or the personal obligation of Owners of the Assessable Lots to pay the ad valorem taxes levied against the Common Areas as set forth in Section 6. of this Article VI. . A majority of the membership by a vote at a regular or special meeting of the Owners may increase the annual assessment without limit.

Section 4. Special Assessment. Special Assessment may be levied by the Association for the purpose of extensive maintenance or replacing or reconstructing all or any part of the Stormwater Management Facilities, to the extent that the Association is responsible for such extensive maintenance or replacement or reconstruction and such extensive maintenance or replacement or reconstruction is not covered by reserves for such purpose or purposes. A majority of the membership by a vote at a regular or special meeting of the Owners may authorize the Special Assessment.

Section 5. Recovery by City of Costs Expended by City. To the extent that the Association may be responsible for such costs, the City shall be allowed to recover from the Association and its members any and all costs the City expends to maintain, repair or reconstruct the stormwater management facilities, as provided by Sec. 23-39(b) of the Code of Ordinances of the City of Fayetteville, North Carolina, as

amended from time to time.

Section 6. Association Empowered to Levy Assessment for Taxes; Upon Default Payment is Personal Obligation of Owners. The Association is empowered to levy assessments for the payment of expenditures for ad valorem taxes levied against the Common Area or public or private capital improvements made to or for the benefit of Common Areas located within the development. Upon default by the Association in the payment of any ad valorem taxes levied against the Common Area(s) to the governmental authority entitled thereto, which default continues for a period of six (6) months, each Owner of an Assessable Lot 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 by the total number of Assessable Lots. If not paid by the Owner of the Assessable Lot within thirty (30) days, said sum shall become a continuing lien and the taxing or other governmental authority may either bring an action at law against the Owner personally obligated to pay the same or elect to foreclose the lien.

Section 7. Notice and Quorum. Notice for approval of the Membership in the Association under Sections 3. and 4. immediately above shall be by written notice of the meeting served upon or mailed to each Member of the Association entitled to vote thereat at such address as appears on the books of the Association, at least ten (10) days but not more than fifty (50) days prior to the meeting.

Over twenty (20) percent of the total Owners of the Assessable Lots of the Association, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at a meeting, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. If adjournment extends past thirty (30) days, notice of the date on which the adjourned meeting is to be reconvened shall be given as herein provided for regular meetings.

Section 8. Uniform or Other Rate of Assessment. Both Annual Assessment and Special Assessments shall be fixed at a uniform rate for all Assessable Lots, and shall be payable as determined and ordered by the Association.

Section 9. Date of Commencement of Assessments. The annual assessments provided for herein shall commence as to all Assessments on the first day of the month following the passage of a resolution by the Board duly establishing same. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Assessments shall be paid quarterly or as otherwise ordered by the Board of Directors.

Section 10. Effect of Nonpayment of Assessments and Remedies of the Association. In the event an Owner does not pay any sums, charges, or assessments required to be paid to the Association by the due date, the Association may enforce its lien for assessments, or take such other action to recover the sums, charges of assessments to which it is entitled, in accordance with the statutes made and provided. If the Association becomes the owner of a Lot by reason of foreclosure of its lien, it shall offer said Lot for sale, and, at such time as a sale is consummated, it shall deduct from the proceeds of such sale, all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, funds necessary to discharge any liens or mortgages of record, and any all expenses incurred in the resale of the Lot, which shall include but not be limited to advertising expenses, real estate brokerage fees, expenses necessary for the repairing and refurbishing of the Lot in question. All monies remaining after deducting the foregoing items of expenses, costs and other

deductions shall be returned to the former owner of the subject Lot.

Section 11. Rights of Eligible Mortgage Holders. Upon the written authorization filed with the Association of an Owner, or upon the written request of an Eligible Mortgage Holder consented to in writing by the involved Owner and filed with the Association, the Association shall notify such Eligible Mortgage Holder of any delinquency in payment of assessments by such Owner that have remained uncured for a period of sixty (60) days.

Section 12. Use of Funds; No Accounting When Owner Ceases to be a Member. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense authorized by this Declaration, the Articles of Incorporation and the Bylaws of the Association. As monies for any assessment are paid unto the Association by any Owner of an Assessable Lot, the same may be co-mingled with monies paid to the Association by the other Owners of Assessable Lots. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived thereof or from the leasing or use of Common Property, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein. When the Owner of an Assessable Lot shall cease to be a member of the Association by reason of his divestment of ownership of such Assessable Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the payment of proper expenses of the Association.

Section 13. Assessment Payment Status Upon Written Request. Whenever any Assessable Lot may be leased, sold or mortgaged by the Owner thereof, the Association, upon written request of the Assessable Lot shall furnish to the proposed lessee, purchaser, or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by such Assessable Lot. Such statement shall be executed by any officer of the Association, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

Section 14. Indemnification. The Association may indemnify any director or officer of the Association who is made a party to an action by reason of his being or having been a director or officer of the Association against any reasonable expenses, including attorney's fees actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, except in relation to such matters as to which such director or officer is adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the corporation.

ARTICLE VI USE RESTRICTIONS

Section 1. All of said "lots" shall be used for residential purposes only and shall not be used for any business or commercial purposes. Group family homes are prohibited. Each "lot" is a single-family detached residential lot as described and provided in Section 23-3 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, and no dwelling, private garage, out-building, or other structure of any kind shall be constructed on any "lot" that is not permitted in the City's official interpretation of this ordinance. Each "lot" is a single-family detached residential lot as described and provided in Section 23-3 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, and no occupancy or other use may be made of any "lot" or of the dwelling or other improvements located on the

"lot" that under the City's official interpretation of this ordinance would cause the "lot" not to be a single-family detached residential lot as described and provided in said ordinance.

Section 2. All "lots" in the said SECTION FOUR, PART ONE, FAIRFIELD, Subdivision 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.

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 eight hundred (1,800) square feet, of which not less than nine hundred (900) square feet shall be on the first or ground floor. Heated area living space shall mean the ordinary living space in a house that 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.

Section 4. (a) No building shall be located on any lot nearer to the front lot line than 30 feet from the street right-of-way line.

(b) Lot 238, this being a corner lot, shall observe front yard setbacks along each of the two intersecting streets along the lot. As provided by Section 30-195 of the Code, residential structures on corner lots which observe the front yard requirements on each of the two intersecting streets may reduce the required rear yard as set forth in said Code.

(c) Buildings on lots on the periphery of this SECTION FOUR, PART ONE, FAIRFIELD, Subdivision shall observe the applicable setbacks for the side and rear lot lines that are provided for the applicable zoning district along the boundary.

(d) The side line restriction of lots shall be the minimum side line distance as set forth in the deed from Brolanco Corporation to the purchaser; and if no side distance is so specified, then the distance shall be five (5) feet.

(e) The rear line restriction of lots of this SECTION FOUR, PART ONE, FAIRFIELD, subdivision including lots contiguous to other zero lot line sections of this subdivision (and not on the periphery of the overall subdivision) shall be the minimum rear distance as set forth in the deed from Brolanco Corporation to the purchaser; and if no rear distance is so specified, then the distance shall be thirty (30) feet.

(f) For the purpose of this covenant, eaves, steps, and decks without roofs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Open fire escapes, outside stairways, the ordinary projections of chimneys and flues, swimming pools, flag poles, decorative fountains, and other similar items may be erected in required yards when placed so as not to obstruct light and ventilation necessary for the structure.

(g) In the event the side yard setback or the rear yard setback is zero, then a minimum five feet wide maintenance easement will be provided on the adjoining lot, which maintenance easement is to be maintained by the owner of the lot having the zero lot line.

Section 5. The maximum "building area" as set in Section 30-154 of the Code on any lot shall be 35 percent of the total lot area. The maximum "Built-upon area" as defined in Section 23-21 of the Code

on any lot shall not cover more than fifty percent of the total lot area.

Section 6. Easements for drainage and for drainage swales, and for installation and maintenance of drainage facilities, including pipelines, are reserved as shown on the recorded plat; and, additionally, ten (10') foot easements for all of such purposes are reserved along all interior "lot" lines, such ten (10') foot easements being five (5') feet on each side of each interior "lot" line of each of the aforesaid "lots"; provided, that if Declarant at the time of the initial conveyance of any lot or lots of said subdivision shall change the size or shape of any building lot by adding a strip of land to a "lot", or by deleting a strip of land from a "lot", then the ten (10') foot easement herein reserved shall be five (5') feet on each side of the common, interior lot line of the lot as initially conveyed by Declarant.

Section 7.

(a) Prior to December 31, 2027, no building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing location of the structure on the individual Lot have been approved in writing by Brolanco Corporation, or its designees, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

(b) Dwellings may be constructed with crawl-space foundations, or with concrete slab and stem-wall foundations. Foundation walls, whether for crawl-space or stem-wall construction, must be a minimum of 24 inches high, as measured from the top of the footing. Foundation walls must be clad in brick or stone veneer. Stucco or imprinted concrete finishes are not allowed on the exterior of the foundation walls.

(c) Dwellings, detached garages and other permitted outbuildings must be constructed with exterior wall finishes of brick, natural stone, cultured stone (complying with the local building code) or fiber cement siding. Vinyl siding is not permitted. Fascia and soffits may be constructed of natural wood, composite or other pre-finished material, or of the specified exterior wall finishes.

(d) 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. However, no residence or other building, structure or improvements which violates any of the covenants and restrictions herein contained shall be erected or allowed to remain on any part of a lot.

Section 8. 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 [6'] feet in height. Only ornamental fences (e.g.: split rail fences, or fences through which there is at least 75% visibility) not to exceed three (3') feet in height may be erected between the house and the street lines.

Section 9. All lots as shown on the aforesaid recorded plat are approved as to size and shape. No lot shall be re-subdivided in any manner so as to create any new or revised lot having a width of less than 80 feet at the minimum setback line or having an area of less than 11,000 square feet.

Section 10. All areas indicated as streets and easements on the aforesaid recorded plat are hereby dedicated to public use forever.

Section 11. (a) No trailer, tent, shack, garage, barn or similar type outbuilding shall be placed, erected or allowed to remain on said property without the written consent of Declarant, its successors or assigns.

(b) No structure of a temporary character may be used as a residence temporarily, permanently or otherwise.

(c) No "Offensive or Noxious" activity or use shall be made of any premises that would be noxious or offensive to the neighboring inhabitants.

Section 12. Television satellite or dish antennas having a diameter in excess of twenty-two (22) inches are prohibited. In no case shall antennas be placed in front yards.

Section 13. No signs of any kind or nature whatsoever shall be placed on any Lot, except as specifically permitted by this section. The only permitted signs on the property shall be: (1) Declarant's signs identifying and promoting or identifying the subdivision; and (2) a "For Sale" or "For Rent" sign not larger than four (4) square feet in area placed on a Lot as applying to that Lot.

Section 14. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property 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 15. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. 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 premises unless such dog is at all times confined within fencing as follows: on all sides of the confinement area by a chain link containment fence (that does not need to be vinyl covered) not less than five (5) feet in height. 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 (30) feet 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 (30) feet. 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 (30) feet."

Section 16. Declarant reserves the right to subject the real property in this entire subdivision to a contract with the provider of electrical service for the installation of underground electric cables and/or the installation of street lighting, either or both, of which will require an initial payment and/or a continuing monthly payment to the provider of electric service by each residential customer having service in the subdivision, and which charge may be included in the regular bill for residential electric service.

Section 17. Notwithstanding the foregoing provisions requiring residential use of the lots in this subdivision, Declarant and its successors in title may devote any lot or portion thereof, not already sold, for any constructions and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities; and Declarant, and its successors in title, may devote any lot or portion thereof, not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining properties now owned, or hereafter acquired, by Declarant.

Section 18. 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 19. 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.

ARTICLE VIII.
GENERAL PROVISIONS

Section 1. ENFORCEMENT. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of the Declaration shall inure to the benefit of and be enforceable by the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a written instrument to such effect signed by not less than fifty (50%) percent of the Lot Owners and recorded; and such termination shall become effective at the end of the initial twenty (20) year period, or at the end of the subsequent ten (10) years term during which the termination instrument is recorded.

While Declarant remains as the owner of (or holds a purchase money deed of trust on) one or more "lots" of this subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all "lots", or with respect to one or more specific "lots", by an instrument executed by Declarant and recorded. After Declarant is no longer the owner of (nor holds a purchase money deed of trust on) any "lot" or "lots" within said subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all "lots", or with respect to

one or more specific "lots", by an instrument to such effect signed by the Owners of not less than fifty (50%) percent of the "lots" and recorded.

Provided, that the provisions set forth as Sections 4(a), 4(b) and 4(c) of ARTICLE VII may be released, changed, modified, or amended only with the additional approval or consent of the Fayetteville City Planning Board.

Any revocation or amendment of these covenants must be recorded.

Section 5. LAW CONTROLLING. This development is being undertaken pursuant to the provisions of Chapter 47A of the North Carolina General Statutes and Section 25-31, Subsection (9) of the Fayetteville Code of Ordinances, both of which are incorporated by reference. In the event of any conflict between the Statute and Ordinance cited, then the Statute shall control.

IN WITNESS WHEREOF, BROLANCO CORPORATION, the Declarant herein, has caused this Declaration to be signed in its name the day and year first above written.

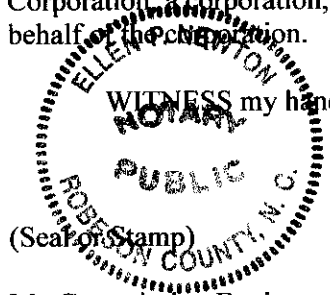
(CORPORATE SEAL)

BROLANCO CORPORATION

By: Dohn B. Broadwell, Sr.
Dohn B. Broadwell, Sr., President

NORTH CAROLINA
CUMBERLAND COUNTY

I, a Notary public of North Carolina, certify that Dohn B. Broadwell, Sr. (who is personally known to me) personally came before me this day and acknowledged that he is President of Brolanco Corporation, a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.



WITNESS my hand and official seal, this 10th day of January, 2012.

Ellen P. Newton
Ellen P. Newton
Notary Public

My Commission Expires: 04/19/2016

(N.P. SEAL)

FILED
 CUMBERLAND COUNTY NC
 J. LEE WARREN, JR.
REGISTER OF DEEDS
 FILED Dec 17, 2018
 AT 03:09:50 pm
 BOOK 10421
 START PAGE 0206
 END PAGE 0214
 INSTRUMENT # 36338
 RECORDING \$26.00
 EXCISE TAX (None)
 QAS

Prepared by and ~~Return~~ to: William Lockett Tally

Return: James Rose Tally and Tally, Attorneys and Counselors at Law, PLLC

NORTH CAROLINA

**DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS OF
 FAIRFIELD FARMS, SECTION FIVE, PART TWO**

CUMBERLAND COUNTY

THIS DECLARATION, made this the 17 day of December, 2018, by BROLANCO CORPORATION, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

THAT, WHEREAS, Declarant is the owner of certain property located in Carvers Creek Township, Cumberland County, North Carolina, which is more particularly described as follows:

BEING all of lots 49 through 52, inclusive, and Lots 68 through 73, inclusive, and Lots 106 through 115, inclusive of the FAIRFIELD FARM, SECTION FIVE, PART TWO, SUBDIVISION, a "zero lot line" Development, Book of Plats 141, page 195, Cumberland County, North Carolina, Registry, all of said lots being hereinafter referred to as the "Lots" in said subdivision covered by this instrument,

AND, WHEREAS, Declarant previously executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of Section Four, Part Two, Fairfield Farm, Subdivision, which instrument is recorded in Book 9190, pages 643 through 651, Cumberland County Registry, the provisions of which instrument apply to each Lots 44 through 48, inclusive, and Lots 116 through 129, inclusive, of the SECTION FOUR, PART TWO, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 132, page 128, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC.; and

WHEREAS, said Declaration further provides that "Lots may include future sections of the SECTION FOUR, FAIRFIELD FARM, subdivisions as the same may be developed from time to time by

Declarant from the net 70.91 acre tract of land conveyed Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Books 5977, pages 497-500, Cumberland County Registry, except that no future sections of the SECTION FOUR, FAIRFIELD FARM, subdivision shall become subject to these covenants until after the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration by Declarant which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants herein, 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(s), but such modification shall have no effect on the properties described herein; and

WHEREAS, the aforesaid Lots as set forth on the plat of FAIRFIELD FARM, SECTION FIVE, PART TWO, SUBDIVISION, a "zero lot line" Development, Book of Plats 141, page 195, Cumberland County, North Carolina, Registry, are a portion of the net 70.91 acre tract of land conveyed to Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Book 5977, page 497-500, Cumberland County, Registry, and Declarant intends that this instrument shall be a Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions of Section Four, Part Two, Fairfield Farm, Subdivision, which instrument is recorded in Book 9190, pages 643 through 651, Cumberland County Registry, to bring the aforesaid building lots of the FAIRFIELD FARM, SECTION FOUR, PART TWO, SUBDIVISION, under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC.; and

WHEREAS, Declarant desires to protect the value and desirability of the subdivision lots of the FAIRFIELD FARM, SECTION FIVE, PART TWO, SUBDIVISION;

NOW, THEREFORE, Declarant amends the Declaration of Covenants, Conditions and Restrictions with respect to SECTION FOUR, PART TWO, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 132, page 128, Cumberland County, Registry, which instrument is recorded in Book 9190, pages 643 through 651, Cumberland County Registry, in the respects as hereinafter set forth:

ARTICLE 1.

1. Lots 49 through 52, inclusive, and Lots 68 through 73, inclusive, and Lots 106 through 115, inclusive of the FAIRFIELD FARM, SECTION FIVE, PART TWO, SUBDIVISION, a "zero lot line" Development, Book of Plats 141, page 195, Cumberland County, North Carolina, Registry, are here subjected to the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC., whereby the owner of each lot shall be a member of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS ASSOCIATION, INC., and as a member of said association:

- a) Shall be entitled to all of the Property Rights and Membership Rights as set forth in said instrument recorded in Book 9085, pages 584 through 601, Cumberland County Registry; and
- b) Shall be subject to assessment of annual dues and special assessments, including personal liability of the lot owners and liens against the lots against which the annual dues and special assessments are assessed,

as provided for in the instrument recorded in Book 9085, pages 584 through 601, Cumberland County Registry, which recorded instrument, among other requirements, includes (1) mandatory membership in the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC.,

(2) the of the charges and liens set forth in said instrument required by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC. to be paid by the lot owners,

(3) the control of use of the common areas by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC., and

(4) the performance by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC. and the individual lot owners of all obligations of the said Association and individual lot owners as set forth in the Section Four, Part One, Fairfield Farm, Declaration of Covenants For Maintenance of Stormwater Structural Controls, City of Fayetteville, recorded in Book 9014, pages 508-521, Cumberland County Registry.

ARTICLE II USE RESTRICTIONS

Section 1. All of the Lots 49 through 52, inclusive, and Lots 68 through 73, inclusive, Lots 106 through 115, inclusive, of the FAIRFIELD FARM, SECTION FIVE , PART TWO SUBDIVISION, a "zero lot line" Development, Book of Plats 141, page 195, Cumberland County, North Carolina Registry, shall be used for residential purposes only and shall not be used for any business or commercial purposes. Group family homes are prohibited. Each of said lots is a single-family detached residential lot as described and provided in Section 23-3 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, and no dwelling, private garage, out-building, or other structures of any kind shall be constructed on any "lot" that is not permitted in the City's official interpretation of this ordinance. Each "lot" is a single-family detached residential lot as described and provided in Section 23-3 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, and no occupancy or other use may be made of any "lot" or of the dwelling or other improvements located on the "lot" that under the City's official interpretation of this ordinance would cause the "lot" not to be a single-family detached residential lot as described and provided in said ordinance.

Section 2. All of the lots in the said SECTION FIVE , PART TWO, FAIRFIELD FARM, Subdivision 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.

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 eight hundred (1800) square feet, of which not less than nine hundred (900) square feet shall be on the first or ground floor. Heated area living space shall meet the ordinary living space in a house that 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.

Section 4. (a) No building shall be located on any lot nearer to the front lot line than 30 feet from the street right-of-way line.

(b) Lots 69, 105, 107, and 114, these each being a corner lot, shall observe front yard setbacks along each of the two intersecting streets along the lot. As provided by Section 30-195 of

the Code, residential structures on corner lots which observe the front yard requirements on each of the two intersecting streets may reduce the required rear yard as set forth in said Code.

(c) Buildings on lots of the periphery of this SECTION FIVE , PART TWO, FAIRFIELD FARM, Subdivision shall observe the applicable setbacks for the side and rear lot lines that are provided for the applicable zoning district along the boundary.

(d) The side line restriction of lots shall be the minimum side line distance as set forth in the deed from Brolanco Corporation to the purchaser; and if no side distance is so specified, then the distance shall be five (5) feet.

(e) The rear line restriction of lots of this SECTION FIVE , PART TWO, FAIRFIELD, subdivision including lots contiguous to other zero lot line sections of this subdivision (and not of the periphery of the overall subdivision) shall be the minimum rear distance as set forth in the deed from Brolanco Corporation to the purchaser; and if no rear distance is so specified, then the distance shall be thirty (30) feet.

(f) For the purpose of this covenant, eaves, steps, and decks without roofs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Open fire escapes, outside-stairways, the ordinary projections of chimneys and flues, swimming pools, flag poles, decorative fountains, and other similar items may be erected in required yards when placed so as not to obstruct light and ventilation necessary for the structure.

(g) In the event the side yard setback or the rear yard setback is zero, then a minimum five feet wide maintenance easement will be provided on the adjoining lot, which maintenance easement is to be maintained by the owner of the lot having the zero lot line.

Section 5. The maximum "building area" as set in Section 30-154 of the Code on any lot shall be 35 percent of the total lot area. The maximum "Built-upon area" as defined in Section 23-21 of the Code on any lot shall not cover more than fifty percent of the total lot area.

Section 6. Easements for drainage and for drainage swales, and for installation and maintenance of drainage facilities, including pipelines, are reserved as shown on the recorded plat; and, additionally, ten (10') foot easements for all such purposes are reserved along all interior "lot" lines, such ten (10') foot easements being five (5') feet on each side of each interior "lot" line of each of the aforesaid "lots" provided, that if Declarant at the time of the initial conveyance of any lot or lots of said subdivision shall change the size or shape of any building lot by adding a strip of land to a 'lot', or by deleting a strip of land from a 'lot', then the ten (10') foot easement herein reserved shall be five (5') feet on each side of the common, interior lot line of the lot as initially conveyed by Declarant.

Section 7. (a) Prior to December 31, 2027, no building shall be erected, placed or altered on any Lot until the construction plans and specification and a plan showing location on the individual Lot have been approved in writing by Brolanco Corporation, or its designees, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

(b) Dwellings may be constructed with crawl-space foundations, or with slab-on-grade foundations. Foundation walls must be clad in brick or stone veneer. Stucco or imprinted concrete finishes are not allowed on the exterior of the foundation walls.

(c) Dwellings, detached garages and other permitted outbuildings must be constructed with exterior wall finishes of brick, natural stone, cultured stone (complying with the local building code) or fiber cement siding. Vinyl siding may be used, but may not exceed 35 percent of the total exterior wall finish. Fascia, soffits, and other exterior trim may be constructed of natural wood, composite or other pre-finished material, or of the specified exterior wall finishes, including vinyl.

(d) 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 as above, the approval of the Declarant shall be presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvements which violate any of the covenants and restrictions herein contained shall be erected or allowed to remain on any part of a lot.

Section 8. 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 [6'] feet in height. Only ornamental fences (e.g.: split rail fences or fences through which there is at least 75% visibility) not to exceed three (3') feet in height may be erected between the house and the street lines.

Section 9. All lots as shown on the aforesaid recorded plat are approved as to size and shape. No lot shall be re-subdivided in any manner so as to create any new or revised lot having a width of less than 80 feet at the minimum setback line or having an area of less than 11,000 square feet.

Section 10. All areas indicated as streets and easements on the aforesaid recorded plat are hereby dedicated to public use forever.

Section 11. (a) No trailer, tent, shack, garage, barn or similar type of outbuilding shall be placed, erected or allowed to remain on said property without the written consent of Declarant, its successors or assigns.

(b) No structure of a temporary character may be used as a residence temporarily, permanently or otherwise.

(c) No "Offensive or Noxious" activity or use shall be made of any premises that would be noxious or offensive to the neighboring inhabitants.

Section 12. Television satellite or dish antennas having a diameter in excess of twenty two (22) inches are prohibited. In no case shall antennas be placed in front yards.

Section 13. No signs of any kind or nature whatsoever shall be placed on any Lot, except as specifically permitted by this section. The only permitted signs on this property shall be: (1) Declarant's signs identifying and promoting or identifying the subdivision; and (2) a "For Sale" or "For Rent" sign not larger than four (40) square feet in area placed on a Lot as applying to that Lot.

Section 14. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property 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 setbacks. 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 15. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. 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, pit bulls, Rottweiler's, 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 premises unless such dog is at all times confined within fencing as follows: on all sides of the confinement area by a chain link containment fence (that does not need to be vinyl covered) not less than five (5) feet in height. 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 (30) feet 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 (30) feet. 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 (30) feet."

Section 16. Declarant reserves the right to subject the real property in this entire subdivision to a contract with the provider of electrical service for the installation of underground electric cables and/or the installation of street lighting, either or both, of which will require an initial payment and/or a continuing monthly payment to the provider of electric service by each residential customer having service in the subdivision, and which charge may be included in the regular bill for residential electric service.

Section 17. Notwithstanding the foregoing provisions requiring residential use of the Lots in this subdivision, Declarant and its successors in title may devote any lot or portion thereof, not already sold, for any constructions and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities; and Declarant, and its successors in title, may devote any lot or portion thereof, not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining properties now owned, or hereafter acquired, by Declarant.

Section 18. 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 19. 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.

ARTICLE III
PRESERVATION OF WETLANDS

Section 1. The areas shown on the plat recorded in Book of Plats 141, page 195, Cumberland Count Registry, as WETLANDS adjacent to Lots 108, 109, and 110 (being conservation areas) shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- a. fill, grade, excavate or perform any other land disturbing activities
- b. cut, mow, bum, remove, or harm any vegetation
- c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- e. dump or store soil, trash, or other waste
- f. graze or water animals, or use for any agricultural or horticultural purpose.

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it.

This covenant shall run with the land.

Section 2. This covenant cannot be amended with the express written permission of the U.S. Army Corps of Engineers, Wilmington District.

ARTICLE IV
GENERAL PROVISIONS

Section 1. ENFORCEMENT. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of the Declaration shall inure to the benefit of and be enforceable by

the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a written instrument to such effect signed by not less than fifty (50%) percent of the Lot Owners and recorded; and such termination shall become effective at the end of the initial twenty (20) year period, or at the end of the subsequent ten (10) years term during which the termination instrument is recorded.

While Declarant remains as the owner of (or holds a purchase money deed of trust on) one or more "lots" of this subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all "lots", or with respect to one or more specific "lots", by an instrument executed by Declarant and recorded. After Declarant is no longer the owner of (nor holds a purchase money deed of trust on) any "lot" or "lots" within said subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all "lots", or with respect to one or more specific "lots", by an instrument to such effect signed by the Owners of not less than fifty (50%) percent of the "lots" and recorded.

Provided, that the provisions set forth as Sections 4(a), 4(b) and 4(c) of ARTICLE II may be released, changed, modified, or amended only with the additional approval or consent of the Fayetteville City Planning Board.

Provided, that ARTICLE III may be released, changed, modified, or amended only with the additional approval of the U.S. Army Corps of Engineers, Wilmington District (as set forth in said ARTICLE).

Any revocation or amendment of these covenants must be recorded.

Section 5. LAW CONTROLLING. This development is being undertaken pursuant to the provisions of Chapter 47A of the North Carolina General Statutes and Section 25-31, Subsection (9) of the Fayetteville Code of Ordinances, both of which are incorporated by reference. In the event of any conflict between the Statute and Ordinance cited, then the Statute shall control. In the event of any conflict between this Declaration and the Fayetteville Code of Ordinances, the more restrictive standard shall control.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, BROLANCO CORPORATION, the Declarant herein, has caused this Declaration to be signed in its name the day and year first above written.

(CORPORATE SEAL)

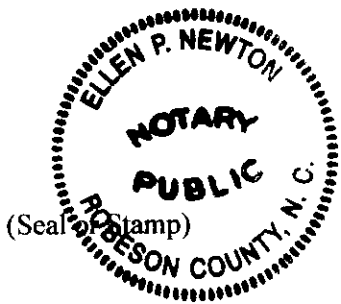
BROLANCO CORPORATION

By: *Dohn B. Broadwell, Jr.*
Dohn B. Broadwell, Jr., President

NORTH CAROLINACUMBERLAND COUNTY

I, a Notary Public of North Carolina, certify that Dohn B. Broadwell, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is President of Brolanco, a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this 17th day of December, 2018.



Ellen P. Newton

Ellen P. Newton

(N.P. SEAL) Notary Public

My Commission Expires: 05/16/2021

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

FILED Jun 26, 2019
 AT 02:39:50 pm
 BOOK 10530
 START PAGE 0187
 END PAGE 0196
 INSTRUMENT # 19264
 RECORDING \$26.00
 EXCISE TAX (None)

QAS

Prepared by and ~~Return~~ to: William Lockett Tally *Return James Rose*
 Tally and Tally, Attorneys and Counselors at Law, PLLC

NORTH CAROLINA

**DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 OF FAIRFIELD FARMS, SECTION
 FIVE, PART ONE**

CUMBERLAND COUNTY

THIS DECLARATION, made this the 25th day of June, 2019, by BROLANCO CORPORATION, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

THAT, WHEREAS, Declarant is the owner of certain property located in Carvers Creek Township, Cumberland County, North Carolina, which is more particularly described as follows:

BEING all of lots 93 through 104, inclusive, and Lots 242 through 249, inclusive, of the FAIRFIELD FARM, SECTION FIVE, PART ONE, SUBDIVISION, a "zero lot line" Development, Book of Plats 142, page 162, Cumberland County, North Carolina, Registry, all of said lots being hereinafter referred to as the "Lots" in said subdivision covered by this instrument,

AND, WHEREAS, Declarant previously executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of Section Four, Part One, Fairfield Farm, Subdivision, which instrument is recorded in Book 9085, pages 584 through 601, Cumberland County Registry, the provisions of which instrument apply to each Lots 32, 37 through 43, inclusive, and Lot 141, and Lots 238 through 241, inclusive, of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 131, page 196, Cumberland County, North Carolina, Registry, and such additional building lots

as are brought by Declarant under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS" ASSOCIATION, INC.; and

WHEREAS, said Declaration further provides that "Lots may include future sections of the SECTION FOUR, FAIRFIELD FARM, subdivisions as the same may be developed from time to time by Declarant from the net 70.91 acre tract of land conveyed Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Books 5977, pages 497-500, Cumberland County Registry, except that no future sections of the SECTION FOUR, FAIRFIELD FARM, subdivision shall become subject to these covenants until after the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration by Declarant which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants herein, 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(s), but such modification shall have no effect on the properties described herein; and

WHEREAS, the aforesaid Lots as set forth on the plat of FAIRFIELD FARM, SECTION FIVE, PART ONE, SUBDIVISION, a "zero lot line" Development, Book of Plats 142, page 162, Cumberland County, North Carolina, Registry, are a portion of the net 70.91 acre tract of land conveyed to Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Book 5977, page 497-500, Cumberland County, Registry, and Declarant intends that this instrument shall be a Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions of Section Four, Part One, Fairfield Farm, Subdivision, which instrument is recorded in Book 9085, pages 584 through 601, Cumberland County Registry, to bring the aforesaid building lots of the FAIRFIELD FARM, SECTION FIVE, PART ONE, SUBDIVISION, under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC.; and

WHEREAS, Declarant desires to protect the value and desirability of the subdivision lots of the FAIRFIELD FARM, SECTION FIVE, PART ONE, SUBDIVISION;

NOW, THEREFORE, Declarant amends the Declaration of Covenants, Conditions and Restrictions with respect to SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, which instrument is recorded in Book 9085, pages 584 through 601, Cumberland County Registry, in the respects as hereinafter set forth:

ARTICLE 1.

1. Lots 93 through 104, inclusive, and Lots 242 through 249, inclusive, of the FAIRFIELD FARM, SECTION FIVE, PART ONE, SUBDIVISION, a "zero lot line" Development, Book of Plats 142, page 162, Cumberland County, North Carolina, Registry, are here subjected to the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC., whereby the owner of each lot

shall be a member of the a SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS ASSOCIATION, INC., and as a member of said association:

- a) Shall be entitled to all of the Property Rights and Membership Rights as set forth in said instrument recorded in Book 9085, pages 584 through 601, Cumberland County Registry; and
- b) Shall be subject to assessment of annual dues and special assessments, including personal liability of the lot owners and liens against the lots against which the annual dues and special assessments are assessed, as provided for in the instrument recorded in Book 9085, pages 584 through 601, Cumberland County Registry, which recorded instrument, among other requirements, includes (1) mandatory membership in the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC., (2) the of the charges and liens set forth in said instrument required by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC. to be paid by the lot owners, (3) the control of use of the common areas by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC., and (4) the performance by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC. and the individual lot owners of all obligations of the said Association and individual lot owners as set forth in the Section Four, Part One, Fairfield Farm, Declaration of Covenants For Maintenance of Stormwater Structural Controls, City of Fayetteville, recorded in Book 9014, pages 508-521, Cumberland County Registry.

ARTICLE II USE RESTRICTIONS

Section 1. All of the Lots 93 through 104, inclusive, and Lots 242 through 249, inclusive, of the FAIRFIELD FARM, SECTION FIVE , PART ONE SUBDIVISION, a "zero lot line" Development, Book of Plats 142, page 162, Cumberland County, North Carolina Registry, shall be used for residential purposes only and shall not be used for any business or commercial purposes. Group family homes are prohibited. Each of said lots is a single-family detached residential lot as described and provided in Section 23-3 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, and no dwelling, private garage, out-building, or other structures of any kind shall be constructed on any "lot" that is not permitted in the City's official interpretation of this ordinance. Each "lot" is a single-family detached residential lot as described and provided in Section 23-3 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, and no occupancy or other use may be made of any "lot" or of the dwelling or other improvements located on the "lot" that under the City's official interpretation of this ordinance would cause the "lot" not to be a single-family detached residential lot as described and provided in said ordinance.

Section 2. All of the lots in the said SECTION FIVE , PART ONE, FAIRFIELD FARM, Subdivision 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.

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 eight hundred (1800) square feet, of which not less than nine hundred (900) square feet shall be on the first or ground floor. Heated area living space shall meet the ordinary living space in a house that 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.

Section 4. (a) No building shall be located on any lot nearer to the front lot line than 30 feet from the street right-of-way line.

(b) Lots 98 and 100, these each being a corner lot, shall observe front yard setbacks along each of the two intersecting streets along the lot. As provided by Part II Fayetteville Code of Ordinances, Chapter 30 - Unified Development Ordinance, Article 30-3 Zoning Districts, residential structures on corner lots which observe the front yard requirements on each of the two intersecting streets may reduce the required rear yard as set forth in said Code.

(c) Buildings on lots of the periphery of this SECTION FIVE , PART ONE, FAIRFIELD FARM, Subdivision shall observe the applicable setbacks for the side and rear lot lines that are provided for the applicable zoning district along the boundary.

(d) The side line restriction of lots shall be the minimum side line distance as set forth in the deed from Brolanco Corporation to the purchaser; and if no side distance is so specified, then the distance shall be five (5) feet.

(e) The rear line restriction of lots of this SECTION FIVE , PART ONE, FAIRFIELD FARM, subdivision including lots contiguous to other zero lot line sections of this subdivision (and not of the periphery of the overall subdivision) shall be the minimum rear distance as set forth in the deed from Brolanco Corporation to the purchaser; and if no rear distance is so specified, then the distance shall be thirty (30) feet.

(f) For the purpose of this covenant, eaves, steps, and decks without roofs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Open fire escapes, outside-stairways, the ordinary projections of chimneys and flues, swimming pools, flag poles, decorative fountains, and other similar items may be erected in required yards when placed so as not to obstruct light and ventilation necessary for the structure.

(g) In the event the side yard setback or the rear yard setback is zero, then a minimum five feet wide maintenance easement will be provided on the adjoining lot, which maintenance easement is to be maintained by the owner of the lot having the zero lot line.

Section 5. The maximum "building area" is set in Part II Fayetteville Code Of Ordinances, Chapter 30 - Unified Development Ordinance, Article 30 -3 Zoning Districts.

Section 6. Easements for drainage and for drainage swales, and for installation and maintenance of drainage facilities, including pipelines, are reserved as shown on the recorded plat; and, additionally, ten (10') foot easements for all such purposes are reserved along all interior "lot" lines, such ten (10') foot easements being five (5') feet on each side of each interior "lot" line of each of the aforesaid "lots" provided, that if Declarant at the time of the initial conveyance of any lot or lots of said subdivision shall change the size or shape of any building lot by adding a strip of land to a 'lot', or by deleting a strip of land from a 'lot', then the ten (10') foot easement herein reserved shall be five (5') feet on each side of the common, interior lot line of the lot as initially conveyed by Declarant.

Section 7. (a) Prior to December 31, 2027, no building shall be erected, placed or altered on any Lot until the construction plans and specification and a plan showing location on the individual Lot have been approved in writing by Brolanco Corporation, or its designees, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

(b) Dwellings may be constructed with slab-on-grade foundations.

(c) Dwellings, detached garages and other permitted outbuildings must be constructed with exterior wall finishes of brick, natural stone, cultured stone (complying with the local building code), vinyl, or fiber cement siding. Fascia, soffits, and other exterior trim may be constructed of natural wood, composite or other pre-finished material, or of the specified exterior wall finishes, including vinyl.

(d) 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 as above, the approval of the Declarant shall be presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvements which violate any of the covenants and restrictions herein contained shall be erected or allowed to remain on any part of a lot.

Section 8. 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 [6'] feet in height. Only ornamental fences (e.g.: split rail fences or fences through which there is at least 75% visibility) not to exceed three (3') feet in height may be erected between the house and the street lines.

Section 9. All lots as shown on the aforesaid recorded plat are approved as to size and shape. No lot shall be re-subdivided in any matter so as to create any new or revised lot

having a width of less than 80 feet at the minimum setback line or having an area of less than 11,000 square feet.

Section 10. All areas indicated as streets and easements on the aforesaid recorded plat are hereby dedicated to public use forever.

Section 11. (a) No trailer, tent, shack, garage, barn or similar type of outbuilding shall be placed, erected or allowed to remain on said property without the written consent of Declarant, its successors or assigns.

(b) No structure of a temporary character may be used as a residence temporarily, permanently or otherwise.

(c) No "Offensive or Noxious" activity or use shall be made of any premises that would be noxious or offensive to the neighboring inhabitants.

Section 12. Television satellite or dish antennas having a diameter in excess of twenty two (22) inches are prohibited. In no case shall antennas be placed in front yards.

Section 13. No signs of any kind or nature whatsoever shall be placed on any Lot, except as specifically permitted by this section. The only permitted signs on this property shall be: (1) Declarant's signs identifying and promoting or identifying the subdivision; and (2) a "For Sale" or "For Rent" sign not larger than four (4) square feet in area placed on a Lot as applying to that Lot.

Section 14. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property 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 15. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. 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, pit bulls, 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 premises unless such dog is at all times confined within fencing as follows: on all sides of the confinement area by a chain link containment fence (that does not need to be vinyl covered) not less than five (5) feet in height. 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 (30) feet 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 (30) feet. 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 (30) feet."

Section 16. Declarant reserves the right to subject the real property in this entire subdivision to a contract with the provider of electrical service for the installation of underground electric cables and/or the installation of street lighting, either or both, of which will require an initial payment and/or a continuing monthly payment to the provider of electric service by each residential customer having service in the subdivision, and which charge may be included in the regular bill for residential electric service.

Section 17. Notwithstanding the foregoing provisions requiring residential use of the Lots in this subdivision, Declarant and its successors in title may devote any lot or portion thereof, not already sold, for any constructions and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities; and Declarant, and its successors in title, may devote any lot or portion thereof, not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining properties now owned, or hereafter acquired, by Declarant.

Section 18. 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 19. 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.

ARTICLE III PRESERVATION OF WETLANDS

Section 1. The areas shown on the plat recorded in Book of Plats 142, page 162, Cumberland Count Registry, as WETLANDS adjacent to Lots 99, 102 and 103 (being conservation areas) shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- a. fill, grade, excavate or perform any other land disturbing activities
- b. cut, mow, burn, remove, or harm any vegetation
- c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- e. dump or store soil, trash, or other waste
- f. graze or water animals, or use for any agricultural or horticultural purpose.

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it.

Section 2. This covenant cannot be amended with the express written permission of the U.S. Army Corps of Engineers, Wilmington District.

ARTICLE IV GENERAL PROVISIONS

Section 1. ENFORCEMENT. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of the Declaration shall inure to the benefit of and be enforceable by the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a written instrument to such effect signed by not less than fifty (50%) percent of the Lot Owners and recorded; and such termination shall become effective at the end of the initial twenty (20) year period, or at the end of the subsequent ten (10) years term during which the termination instrument is recorded.

While Declarant remains as the owner of (or holds a purchase money deed of trust on) one or more "lots" of this subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all "lots", or with respect to one or more specific "lots", by an instrument executed by Declarant and recorded. After Declarant is no longer the owner of (nor holds a purchase money deed of trust on) any "lot" or "lots" within said subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all "lots", or with respect to one or more specific "lots", by an instrument to such effect signed by the Owners of not less than fifty (50%) percent of the "lots" and recorded.

Provided, that the provisions set forth as Sections 4(a), 4(b) and 4(c) of ARTICLE II may be released, changed, modified, or amended only with the additional approval or consent of the Fayetteville City Planning Board.

Provided, that ARTICLE III may be released, changed, modified, or amended only with the additional approval of the U.S. Army Corps of Engineers, Wilmington District (as set forth in said ARTICLE).

Any revocation or amendment of these covenants must be recorded.

Section 5. LAW CONTROLLING. This development is being undertaken pursuant to the provisions of Chapter 47A of the North Carolina General Statutes and Section 25-31, Subsection (9) of the Fayetteville Code of Ordinances, both of which are incorporated by reference. In the event of any conflict between the Statute and Ordinance cited, then the Statute shall control. In the event of any conflict between this Declaration and the Fayetteville Code of Ordinances, the more restrictive standard shall control.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, BROLANCO CORPORATION, the Declarant herein, has caused this Declaration to be signed in its name the day and year first above written.

(CORPORATE SEAL)

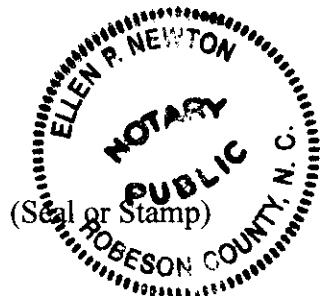
BROLANCO CORPORATION

By: *Dohn B. Broadwell, Jr.*
Dohn B. Broadwell, Jr., President

NORTH CAROLINACUMBERLAND COUNTY

I, a Notary Public of North Carolina, certify that Dohn B. Broadwell, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is President of Brolanco, a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this 26th day of June, 2019.



Ellen P. Newton

Ellen P. Newton

Notary Public

(N.P. SEAL)

My Commission Expires: 05/16/2021

FILED	Aug 17, 2020
AT	11:34:53 AM
BOOK	10848
START PAGE	0611
END PAGE	0619
INSTRUMENT #	29313
RECORDING	\$26.00
EXCISE TAX	\$0.00

Prepared by and Return to: William Lockett Tally

Tally and Tally, Attorneys and Counselors at Law, PLLC

NORTH CAROLINA

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
FAIRFIELD FARMS, SECTION SIX, PART ONE**

CUMBERLAND COUNTY

THIS DECLARATION, made this the 13 day of August 2020, by BROLANCO CORPORATION, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

THAT, WHEREAS, Declarant is the owner of certain property located in Carvers Creek Township, Cumberland County, North Carolina, which is more particularly described as follows:

BEING all of lots 74 through 92, inclusive, and Lots 250 through 253, inclusive, of the FAIRFIELD FARM, SECTION SIX, PART ONE, SUBDIVISION, a "zero lot line" Development, Book of Plats 144, page 177, Cumberland County, North Carolina, Registry, all of said lots being hereinafter referred to as the "Lots" in said subdivision covered by this instrument,

AND, WHEREAS, Declarant previously executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of Section Four, Part One, Fairfield Farm, Subdivision, which instrument is recorded in Book 9085, pages 584 through 601, Cumberland County Registry, the provisions of which instrument apply to each Lots 32, 37 through 43, inclusive, and Lot 141, and Lots 238 through 241, inclusive, of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 131, page 196, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC.; and

WHEREAS, said Declaration further provides that "Lots may include future sections of the SECTION FOUR, FAIRFIELD FARM, subdivisions as the same may be developed from time to time by Declarant from the net 70.91 acre tract of land conveyed Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Books 5977, pages 497-500, Cumberland County Registry, except that no future sections of the SECTION FOUR, FAIRFIELD FARM, subdivision shall become subject to these covenants until after

the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration by Declarant which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants herein, 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(s), but such modification shall have no effect on the properties described herein; and

WHEREAS, the aforesaid Lots as set forth on the plat of FAIRFIELD FARM, SECTION SIX, PART ONE, SUBDIVISION, a "zero lot line" Development, Book of Plats 144, page 177, Cumberland County, North Carolina, Registry, are a portion of the net 70.91 acre tract of land conveyed to Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Book 5977, page 497-500, Cumberland County, Registry, and Declarant intends that this instrument shall be a Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions of Section Four, Part One, Fairfield Farm, Subdivision, which instrument is recorded in Book 9085, pages 584 through 601, Cumberland County Registry, to bring the aforesaid building lots of the FAIRFIELD FARM, SECTION SIX, PART ONE, SUBDIVISION, under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC.; and

WHEREAS, Declarant desires to protect the value and desirability of the subdivision lots of the FAIRFIELD FARM, SECTION SIX, PART ONE, SUBDIVISION;

NOW, THEREFORE, Declarant amends the Declaration of Covenants, Conditions and Restrictions with respect to SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, which instrument is recorded in Book 9085, pages 584 through 601, Cumberland County Registry, in the respects as hereinafter set forth:

ARTICLE I.

Section 1. Lots 74 through 92, inclusive, and Lots 250 through 253, inclusive, of the FAIRFIELD FARM, SECTION SIX, PART ONE, SUBDIVISION, a "zero lot line" Development, Book of Plats 144, page 177, Cumberland County, North Carolina, Registry, are here subjected to the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC., whereby the owner of each lot shall be a member of the a SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS ASSOCIATION, INC., and as a member of said association:

- a) Shall be entitled to all of the Property Rights and Membership Rights as set forth in said instrument recorded in Book 9085, pages 584 through 601, Cumberland County Registry, and
- b) Shall be subject to assessment of annual dues and special assessments, including personal liability of the lot owners and liens against the lots against which the annual dues and special assessments are assessed, as provided for in the instrument recorded in Book 9085, pages 584 through 601, Cumberland County Registry, which recorded instrument, among other requirements, includes (1) mandatory membership in the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC., and
- c) the charges and liens set forth in said instrument required by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC. to be paid by the owners, and

- d) the control of use of the common areas by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC., and
- e) the performance by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC. and the individual lot owners of all obligations of the said Association and individual lot owners as set forth in the Section Four, Part One, Fairfield Farm, Declaration of Covenants For Maintenance of Stormwater Structural Controls, City of Fayetteville, recorded in Book 9014, pages 508-521, Cumberland County Registry.

ARTICLE II
USE RESTRICTIONS

Section 1. All of the Lots 74 through 92, inclusive, and Lots 250 through 253, inclusive, of the FAIRFIELD FARM, SECTION SIX , PART ONE SUBDIVISION, a "zero lot line" Development, Book of Plats 144, page 177, Cumberland County, North Carolina Registry, shall be used for residential purposes only and shall not be used for any business or commercial purposes. Group family homes are prohibited. Each of said lots is a single-family detached residential lot as described and provided in Section 23-3 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, and no dwelling, private garage, out-building, or other structures of any kind shall be constructed on any "lot" that is not permitted in the City's official interpretation of this ordinance. Each "lot" is a single-family detached residential lot as described and provided in Section 23-3 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, and no occupancy or other use may be made of any "lot" or of the dwelling or other improvements located on the "lot" that under the City's official interpretation of this ordinance would cause the "lot" not to be a single-family detached residential lot as described and provided in said ordinance.

Section 2. All of the lots in the said SECTION SIX , PART ONE, FAIRFIELD FARM, Subdivision 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.

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 eight hundred (1800) square feet, of which not less than nine hundred (900) square feet shall be on the first or ground floor. Heated area living space shall meet the ordinary living space in a house that 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.

Section 4. (a) No building shall be located on any lot nearer to the front lot line than 30 feet from the street right-of-way line.

(b) Lots 84, 85, and 92, these each being a corner lot, shall observe front yard setbacks along each of the two intersecting streets along the lot. As provided by Part II Fayetteville Code of Ordinances, Chapter 30 - Unified Development Ordinance, Article 30-3 Zoning Districts, residential structures on corner lots which observe the front yard requirements on each of the two intersecting streets may reduce the required rear yard as set forth in said Code.

(c) Buildings on lots of the periphery of this SECTION SIX , PART ONE, FAIRFIELD FARM, Subdivision shall observe the applicable setbacks for the side and rear lot lines that are provided for the applicable zoning district along the boundary.

(d) The side line restriction of lots shall be the minimum side line distance as set forth in the deed from Brolanco Corporation to the purchaser; and if no side distance is so specified, then the distance shall be five (5) feet.

(e) The rear line restriction of lots of this SECTION SIX , PART ONE, FAIRFIELD FARM, subdivision including lots contiguous to other zero lot line sections of this subdivision (and not of the periphery of the overall subdivision) shall be the minimum rear distance as set forth in the deed from Brolanco Corporation to the purchaser; and if no rear distance is so specified, then the distance shall be thirty (30) feet.

(f) For the purpose of this covenant, eaves, steps, and decks without roofs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Open fire escapes, outside-stairways, the ordinary projections of chimneys and flues, swimming pools, flag poles, decorative fountains, and other similar items may be erected in required yards when placed so as not to obstruct light and ventilation necessary for the structure.

(g) In the event the side yard setback or the rear yard setback is zero, then a minimum five feet wide maintenance easement will be provided on the adjoining lot, which maintenance easement is to be maintained by the owner of the lot having the zero lot line.

Section 5. The maximum "building area" is set in Part II Fayetteville Code Of Ordinances, Chapter 30 - Unified Development Ordinance, Article 30 -3 Zoning Districts.

Section 6. Easements for drainage and for drainage swales, and for installation and maintenance of drainage facilities, including pipelines, are reserved as shown on the recorded plat; and, additionally, ten (10') foot easements for all such purposes are reserved along all interior "lot" lines, such ten (10') foot easements being five (5') feet on each side of each interior "lot" line of each of the aforesaid "lots" provided, that if Declarant at the time of the initial conveyance of any lot or lots of said subdivision shall change the size or shape of any building lot by adding a strip of land to a 'lot', or by deleting a strip of land from a 'lot', then the ten (10') foot easement herein reserved shall be five (5') feet on each side of the common, interior lot line of the lot as initially conveyed by Declarant.

Section 7. (a) Prior to December 31, 2027, no building shall be erected, placed or altered on any Lot until the construction plans and specification and a plan showing location on the individual Lot have been approved in writing by Brolanco Corporation, or its designees, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

(b) Dwellings may be constructed with slab-on-grade foundations.

(c) Dwellings, detached garages and other permitted outbuildings must be constructed with exterior wall finishes of brick, natural stone, cultured stone (complying with the local building code), vinyl, or fiber cement siding. Fascia, soffits, and other exterior trim may be constructed of natural wood, composite or other pre-finished material, or of the specified exterior wall finishes, including vinyl.

(d) 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 as above, the approval of the Declarant shall be presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvements which violate any of the covenants and restrictions herein contained shall be erected or allowed to remain on any part of a lot.

Section 8. 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 [6'] feet in height. Only ornamental fences (e.g.: split rail fences or fences through which there is at least 75% visibility) not to exceed three (3') feet in height may be erected between the house and the street lines.

Section 9. All lots as shown on the aforesaid recorded plat are approved as to size and shape. No lot shall be re-subdivided in any matter so as to create any new or revised lot having a width of less than 80 feet at the minimum setback line or having an area of less than 11,000 square feet.

Section 10. All areas indicated as streets and easements on the aforesaid recorded plat are hereby dedicated to public use forever.

Section 11. (a) No trailer, tent, shack, garage, barn or similar type of outbuilding shall be placed, erected or allowed to remain on said property without the written consent of Declarant, its successors or assigns.

(b) No structure of a temporary character may be used as a residence temporarily, permanently or otherwise.

(c) No "Offensive or Noxious" activity or use shall be made of any premises that would be noxious or offensive to the neighboring inhabitants.

Section 12. Television satellite or dish antennas having a diameter in excess of twenty two (22) inches are prohibited. In no case shall antennas be placed in front yards.

Section 13. No signs of any kind or nature whatsoever shall be placed on any Lot, except as specifically permitted by this section. The only permitted signs on this property shall be: (1) Declarant's signs identifying and promoting or identifying the subdivision; and (2) a "For Sale" or "For Rent" sign not larger than four (4) square feet in area placed on a Lot as applying to that Lot.

Section 14. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property 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 setbacks. 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 15. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. 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, pit bulls, Rottweiler's, 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 premises unless such dog is at all times confined within fencing as follows: on all sides of the confinement area by a chain link containment fence (that does not need to be vinyl covered) not less than five (5) feet in height. 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 (30) feet 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 (30) feet. 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 (30) feet."

Section 16. Declarant reserves the right to subject the real property in this entire subdivision to a contract with the provider of electrical service for the installation of underground electric cables and/or the installation of street lighting, either or both, of which will require an initial payment and/or a continuing monthly payment to the provider of electric service by each residential customer having service in the subdivision, and which charge may be included in the regular bill for residential electric service.

Section 17. Notwithstanding the foregoing provisions requiring residential use of the Lots in this subdivision, Declarant and its successors in title may devote any lot or portion thereof, not already sold, for any constructions and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities; and Declarant, and its successors in title, may devote any lot or portion thereof, not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining properties now owned, or hereafter acquired, by Declarant.

Section 18. 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 19. 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.

ARTICLE III
PRESERVATION OF WETLANDS

Section 1. The areas shown on the plat recorded in Book of Plats 144, page 177, Cumberland Count Registry, as WETLANDS adjacent to Lots 74 through 77, inclusive, (being conservation areas) shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- a. fill, grade, excavate or perform any other land disturbing activities
- b. cut, mow, burn, remove, or harm any vegetation
- c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- e. dump or store soil, trash, or other waste
- f. graze or water animals, or use for any agricultural or horticultural purpose.

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it.

Section 2. This covenant cannot be amended with the express written permission of the U.S. Army Corps of Engineers, Wilmington District.

ARTICLE IV
GENERAL PROVISIONS

Section 1. ENFORCEMENT. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of the Declaration shall inure to the benefit of and be enforceable by the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a written instrument to such effect signed by not less than fifty (50%) percent of the Lot Owners and recorded; and such termination shall become effective at the end of the initial twenty (20) year period, or at the end of the subsequent ten (10) years term during which the termination instrument is recorded.

While Declarant remains as the owner of (or holds a purchase money deed of trust on) one or more "lots" of this subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all "lots", or with respect to one or more specific "lots", by an instrument executed by Declarant and recorded. After Declarant is no longer the owner of (nor holds a purchase money deed of trust on) any "lot" or "lots" within said subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all "lots", or with respect to one or more specific "lots", by an instrument to such effect signed by the Owners of not less than fifty (50%) percent of the "lots" and recorded.

Provided, that the provisions set forth as Sections 4(a), 4(b) and 4(c) of ARTICLE II may be released, changed, modified, or amended only with the additional approval or consent of the Fayetteville City Planning Board.

Provided, that ARTICLE III may be released, changed, modified, or amended only with the additional approval of the U.S. Army Corps of Engineers, Wilmington District (as set forth in said ARTICLE).

Any revocation or amendment of these covenants must be recorded.

Section 5. LAW CONTROLLING. This development is being undertaken pursuant to the provisions of Chapter 47A of the North Carolina General Statutes and Section 25-31, Subsection (9) of the Fayetteville Code of Ordinances, both of which are incorporated by reference. In the event of any conflict between the Statute and Ordinance cited, then the Statute shall control. In the event of any conflict between this Declaration and the Fayetteville Code of Ordinances, the more restrictive standard shall control.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, BROLANCO CORPORATION, the Declarant herein, has caused this Declaration to be signed in its name the day and year first above written.

(CORPORATE SEAL)

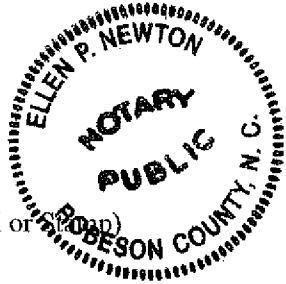
BROLANCO CORPORATION

By: *Dohn B. Broadwell, Jr.*
Dohn B. Broadwell, Jr., Vice President

NORTH CAROLINACUMBERLAND COUNTY

I, a Notary Public of North Carolina, certify that Dohn B. Broadwell, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is Vice President of Brolanco, a corporation, and that he as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this 13th day of August, 2020.



(Seal or Stamp)

Ellen P. Newton

Ellen P. Newton

Notary Public

My Commission Expires: 05/16/2021

FILED	Apr 28, 2022
AT	11:37:59 AM
BOOK	11458
START PAGE	0893
END PAGE	0901
INSTRUMENT #	17563
RECORDING	\$28.00
EXCISE TAX	\$0.00

Prepared by and Return to: William Lockett Tally

Tally and Tally, Attorneys and Counselors at Law, PLLC

NORTH CAROLINA

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
FAIRFIELD FARM, SECTION SIX, PART TWO**

CUMBERLAND COUNTY

THIS DECLARATION, made this the 28 day of April 2022, by BROLANCO CORPORATION, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

THAT, WHEREAS, Declarant is the owner of certain property located in Carvers Creek Township, Cumberland County, North Carolina, which is more particularly described as follows:

BEING all of lots 53 through 59, inclusive, and Lots 62 through 65, inclusive, and Lot 67 of the FAIRFIELD FARM, SECTION SIX, PART TWO, SUBDIVISION, a "zero lot line" Development, Book of Plats 148, page 72, Cumberland County, North Carolina, Registry, all of said lots being hereinafter referred to as the "Lots" in said subdivision covered by this instrument,

AND, WHEREAS, Declarant previously executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of Section Four, Part One, Fairfield Farm, Subdivision, which instrument is recorded in Book 9085, pages 584 through 601, Cumberland County Registry, the provisions of which instrument apply to each Lot 32, Lots 37 through 48, inclusive, Lot 141, and Lots 238 through 241, inclusive, of the SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 131, page 196, Cumberland County, North Carolina, Registry, and such additional building lots as are brought by Declarant under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC.; and

WHEREAS, said Declaration further provides that "Lots may include future sections of the SECTION FOUR, FAIRFIELD FARM, subdivisions as the same may be developed from time to time by

Declarant from the net 70.91 acre tract of land conveyed Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Books 5977, pages 497-500, Cumberland County Registry, except that no future sections of the SECTION FOUR, FAIRFIELD FARM, subdivision shall become subject to these covenants until after the recording of the plat or plats for said future section(s) and the recording of a Supplemental Declaration by Declarant which incorporates by reference this Declaration and which expressly makes the new section(s) subject to these covenants herein, 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(s), but such modification shall have no effect on the properties described herein; and

WHEREAS, the aforesaid Lots as set forth on the plat of FAIRFIELD FARM, SECTION SIX, PART TWO, SUBDIVISION, a "zero lot line" Development, Book of Plats 148, page 72, Cumberland County, North Carolina, Registry, are a portion of the net 70.91 acre tract of land conveyed to Brolanco Corporation by Emily W. O'Brien, Executrix of the Estate of Blaine O'Brien, and individually, by a deed dated 12/31, 2002, recorded in Book 5977, page 497-500, Cumberland County, Registry, and Declarant intends that this instrument shall be a Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions of Section Four, Part One, Fairfield Farm, Subdivision, which instrument is recorded in Book 9085, pages 584 through 601, Cumberland County Registry, to bring the aforesaid building lots of the FAIRFIELD FARM, SECTION FOUR, PART ONE, SUBDIVISION, under the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC.; and

WHEREAS, Declarant desires to protect the value and desirability of the subdivision lots of the FAIRFIELD FARM, SECTION SIX, PART TWO, SUBDIVISION;

NOW, THEREFORE, Declarant amends the Declaration of Covenants, Conditions and Restrictions with respect to SECTION FOUR, PART ONE, FAIRFIELD FARM, Subdivision, a "ZERO LOT LINE" Development, Book of Plats 131, page 196, Cumberland County, Registry, which instrument is recorded in Book 9085, pages 584 through 601, Cumberland County Registry, in the respects as hereinafter set forth:

ARTICLE 1.

1. Lots 53 through 59, inclusive, and Lots 62 through 65, inclusive, and Lot 67 of the FAIRFIELD FARM, SECTION SIX, PART TWO, SUBDIVISION, a "zero lot line" Development, Book of Plats 148, page 72, Cumberland County, North Carolina, Registry, are here subjected to the jurisdiction of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS' ASSOCIATION, INC., whereby the owner of each lot shall be a member of the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM PROPERTY OWNERS ASSOCIATION, INC., and as a member of said association:
 - a) Shall be entitled to all of the Property Rights and Membership Rights as set forth in said instrument recorded in Book 9085, pages 584 through 601, Cumberland County Registry; and
 - b) Shall be subject to assessment of annual dues and special assessments, including personal liability of the lot owners and liens against the lots against which the annual dues and special assessments are assessed,

as provided for in the instrument recorded in Book 9085, pages 584 through 601, Cumberland County Registry, which recorded instrument, among other requirements, includes (1) mandatory membership in the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC.,

(2) the of the charges and liens set forth in said instrument required by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC. to be paid by the lot owners,

(3) the control of use of the common areas by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC., and

(4) the performance by the SECTION FOUR, FAYETTEVILLE FAIRFIELD FARM OWNERS' ASSOCIATION, INC. and the individual lot owners of all obligations of the said Association and individual lot owners as set forth in the Section Four, Part One, Fairfield Farm, Declaration of Covenants For Maintenance of Stormwater Structural Controls, City of Fayetteville, recorded in Book 9014, pages 508-521, Cumberland County Registry.

ARTICLE II USE RESTRICTIONS

Section 1. All of the Lots 53 through 59, inclusive, and Lots 62 through 65, inclusive, and Lot 67 of the FAIRFIELD FARM, SECTION SIX , PART TWO SUBDIVISION, a "zero lot line" Development, Book of Plats 148, page 72, Cumberland County, North Carolina Registry, shall be used for residential purposes only and shall not be used for any business or commercial purposes. Group family homes are prohibited. Each of said lots is a single-family detached residential lot as described and provided in Section 23-3 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, and no dwelling, private garage, out-building, or other structures of any kind shall be constructed on any "lot" that is not permitted in the City's official interpretation of this ordinance. Each "lot" is a single-family detached residential lot as described and provided in Section 23-3 (b) of the Stormwater Control Ordinance of Fayetteville, North Carolina, and no occupancy or other use may be made of any "lot" or of the dwelling or other improvements located on the "lot" that under the City's official interpretation of this ordinance would cause the "lot" not to be a single-family detached residential lot as described and provided in said ordinance.

Section 2. All of the lots in the said SECTION SIX , PART TWO, FAIRFIELD FARM, Subdivision 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.

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 eight hundred (1800) square feet, of which not less than nine hundred (900) square feet shall be on the first or ground floor. Heated area living space shall meet the ordinary living space in a house that 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.

Section 4. (a) No building shall be located on any lot nearer to the front lot line than 30 feet from the street right-of-way line.

(b) Lot 67, being a corner lot, shall observe front yard setbacks along each of the two intersecting streets along the lot. As provided by Section 30-195 of the Code, residential structures

on corner lots which observe the front yard requirements on each of the two intersecting streets may reduce the required rear yard as set forth in said Code.

(c) Buildings on lots of the periphery of this SECTION SIX , PART TWO, FAIRFIELD FARM, Subdivision shall observe the applicable setbacks for the side and rear lot lines that are provided for the applicable zoning district along the boundary.

(d) The side line restriction of lots shall be the minimum side line distance as set forth in the deed from Brolanco Corporation to the purchaser; and if no side distance is so specified, then the distance shall be five (5) feet.

(e) The rear line restriction of lots of this SECTION SIX , PART TWO, FAIRFIELD, subdivision including lots contiguous to other zero lot line sections of this subdivision (and not of the periphery of the overall subdivision) shall be the minimum rear distance as set forth in the deed from Brolanco Corporation to the purchaser; and if no rear distance is so specified, then the distance shall be thirty (30) feet.

(f) For the purpose of this covenant, eaves, steps, and decks without roofs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Open fire escapes, outside-stairways, the ordinary projections of chimneys and flues, swimming pools, flag poles, decorative fountains, and other similar items may be erected in required yards when placed so as not to obstruct light and ventilation necessary for the structure.

(g) In the event the side yard setback or the rear yard setback is zero, then a minimum five feet wide maintenance easement will be provided on the adjoining lot, which maintenance easement is to be maintained by the owner of the lot having the zero lot line.

Section 5. The maximum "building area" as set in Section 30-154 of the Code on any lot shall be 35 percent of the total lot area. The maximum "Built-upon area" as defined in Section 23-21 of the Code on any lot shall not cover more than fifty percent of the total lot area.

Section 6. Easements for drainage and for drainage swales, and for installation and maintenance of drainage facilities, including pipelines, are reserved as shown on the recorded plat; and, additionally, ten (10') foot easements for all such purposes are reserved along all interior "lot" lines, such ten (10') foot easements being five (5') feet on each side of each interior "lot" line of each of the aforesaid "lots" provided, that if Declarant at the time of the initial conveyance of any lot or lots of said subdivision shall change the size or shape of any building lot by adding a strip of land to a 'lot', or by deleting a strip of land from a 'lot', then the ten (10') foot easement herein reserved shall be five (5')feet on each side of the common, interior lot line of the lot as initially conveyed by Declarant.

Section 7. (a) Prior to December 31, 2027, no building shall be erected, placed or altered on any Lot until the construction plans and specification and a plan showing location on the individual Lot have been approved in writing by Brolanco Corporation, or its designees, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

(b) Dwellings may be constructed with crawl-space foundations, or with slab-on-grade foundations. Foundation walls must be clad in brick or stone veneer. Stucco or imprinted concrete finishes are not allowed on the exterior of the foundation walls.

(c) Dwellings, detached garages and other permitted outbuildings must be constructed with exterior wall finishes of brick, natural stone, cultured stone (complying with the local building code) or fiber cement siding. Vinyl siding may be used but may not exceed 35 percent of the total exterior wall finish. Fascia, soffits, and other exterior trim may be constructed of natural wood, composite or other pre-finished material, or of the specified exterior wall finishes, including vinyl.

(d) 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 as above, the approval of the Declarant shall be presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvements which violate any of the covenants and restrictions herein contained shall be erected or allowed to remain on any part of a lot.

Section 8. 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 [6'] feet in height. Only ornamental fences (e.g.: split rail fences or fences through which there is at least 75% visibility) not to exceed three (3') feet in height may be erected between the house and the street lines.

Section 9. All lots as shown on the aforesaid recorded plat are approved as to size and shape. No lot shall be re-subdivided in any matter so as to create any new or revised lot having a width of less than 80 feet at the minimum setback line or having an area of less than 11,000 square feet.

Section 10. All areas indicated as streets and easements on the aforesaid recorded plat are hereby dedicated to public use forever.

Section 11. (a) No trailer, tent, shack, garage, barn or similar type of outbuilding shall be placed, erected or allowed to remain on said property without the written consent of Declarant, its successors or assigns.

(b) No structure of a temporary character may be used as a residence temporarily, permanently or otherwise.

(c) No "Offensive or Noxious" activity or use shall be made of any premises that would be noxious or offensive to the neighboring inhabitants.

Section 12. Television satellite or dish antennas having a diameter in excess of twenty two (22) inches are prohibited. In no case shall antennas be placed in front yards.

Section 13. No signs of any kind or nature whatsoever shall be placed on any Lot, except as specifically permitted by this section. The only permitted signs on this property shall be: (1) Declarant's signs identifying and promoting or identifying the subdivision; and (2) a "For Sale" or "For Rent" sign not larger than four (40) square feet in area placed on a Lot as applying to that Lot.

Section 14. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property 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 setbacks. 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 15. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. 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, pit bulls, Rottweiler's, 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 premises unless such dog is at all times confined within fencing as follows: on all sides of the confinement area by a chain link containment fence (that does not need to be vinyl covered) not less than five (5) feet in height. 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 (30) feet 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 (30) feet. 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 (30) feet."

Section 16. Declarant reserves the right to subject the real property in this entire subdivision to a contract with the provider of electrical service for the installation of underground electric cables and/or the installation of street lighting, either or both, of which will require an initial payment and/or a continuing monthly payment to the provider of electric service by each residential customer having service in the subdivision, and which charge may be included in the regular bill for residential electric service.

Section 17. Notwithstanding the foregoing provisions requiring residential use of the lots in this subdivision, Declarant and its successors in title may devote any lot or portion thereof, not already sold, for any constructions and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities; and Declarant, and its successors in title, may devote any lot or portion thereof, not already sold, or once sold but later reacquired by Declarant, for street purposes for access to any adjoining properties now owned, or hereafter acquired, by Declarant.

Section 18. 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 19. 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.

ARTICLE III
PRESERVATION OF WETLANDS

Section 1. The areas shown on the plat recorded in Book of Plats 148, page 72, Cumberland Count Registry, as WETLANDS adjacent to Lot 59, and Lots 62 through 65, inclusive (being conservation areas), shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- a. fill, grade, excavate or perform any other land disturbing activities
- b. cut, mow, burn, remove, or harm any vegetation
- c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- e. dump or store soil, trash, or other waste
- f. graze or water animals or use for any agricultural or horticultural purpose.

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it.

This covenant shall run with the land.

Section 2. This covenant cannot be amended without the express written permission of the U.S. Army Corps of Engineers, Wilmington District.

ARTICLE IV
GENERAL PROVISIONS

Section 1. ENFORCEMENT. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and

restrictions of the Declaration shall inure to the benefit of and be enforceable by the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a written instrument to such effect signed by not less than fifty (50%) percent of the Lot Owners and recorded; and such termination shall become effective at the end of the initial twenty (20) year period, or at the end of the subsequent ten (10) years term during which the termination instrument is recorded.

While Declarant remains as the owner of (or holds a purchase money deed of trust on) one or more "lots" of this subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all "lots", or with respect to one or more specific "lots", by an instrument executed by Declarant and recorded. After Declarant is no longer the owner of (nor holds a purchase money deed of trust on) any "lot" or "lots" within said subdivision, the covenants and restrictions of this Declaration may be released, changed, modified, or amended, to make the covenants less restrictive, with respect to all "lots", or with respect to one or more specific "lots", by an instrument to such effect signed by the Owners of not less than fifty (50%) percent of the "lots" and recorded.

Provided, that the provisions set forth as Sections 4(a), 4(b) and 4(c) of ARTICLE II may be released, changed, modified, or amended only with the additional approval or consent of the Fayetteville City Planning Board.

Provided, that ARTICLE III may be released, changed, modified, or amended only with the additional approval of the U.S. Army Corps of Engineers, Wilmington District (as set forth in said ARTICLE).

Any revocation or amendment of these covenants must be recorded.

Section 5. LAW CONTROLLING. This development is being undertaken pursuant to the provisions of Chapter 47A of the North Carolina General Statutes and Section 25-31, Subsection (9) of the Fayetteville Code of Ordinances, both of which are incorporated by reference. In the event of any conflict between the Statute and Ordinance cited, then the Statute shall control. In the event of any conflict between this Declaration and the Fayetteville Code of Ordinances, the more restrictive standard shall control.

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IN WITNESS WHEREOF, BROLANCO CORPORATION, the Declarant herein, has caused this Declaration to be signed in its name the day and year first above written.

(CORPORATE SEAL)

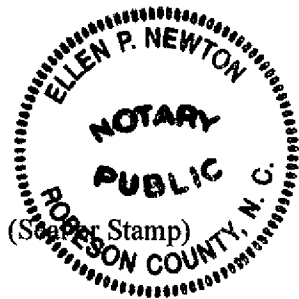
BROLANCO CORPORATION

By: *Dohn B. Broadwell, Jr.*
Dohn B. Broadwell, Jr., President

NORTH CAROLINACUMBERLAND COUNTY

I, *Ellen P. Newton*, a Notary Public of North Carolina, certify that Dohn B. Broadwell, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is President of Brolanco, a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this *28th* day of April, 2022.



Ellen P. Newton

Ellen P. Newton

Notary Public

My Commission Expires: 05/16/2026

FILED	Feb 23, 2023
AT	02:55:56 PM
BOOK	11677
START PAGE	0392
END PAGE	0393
INSTRUMENT #	05432
RECORDING	\$26.00
EXCISE TAX	\$0.00

Prepared by and Return to: William Lockett Tally, Tally and Tally, Attorneys and Counselors at Law, PLLC

NORTH CAROLINA

CUMBERLAND COUNTY MODIFICATION OF RESTRICTIVE COVENANTS,
CONDITIONS AND RESTIRCTIONS OF FAIRFIELD FARM,
SECTION SIX, PART TWO

WHEREAS, BROLANCO CORPORATION, a North Carolina corporation, did record a subdivision plat of Lots 53 through 59, inclusive, and Lots 62 through 65, inclusive, and Lot 67 of the FAIRFIELD FARM, SECTION SIX, PART TWO, SUBDIVISION, a "zero lot line" Development, Book of Plats 148, page 72, Cumberland County, North Carolina Registry, and did execute and cause to be filed of record a certain Declaration of Covenants, Conditions, and Restrictions of Fairfield Farm Section Six, Part Two, Subdivision, that apply to said lots, which restrictive covenant instrument is recorded in Book 11458, pages 893 through 901, Cumberland County Registry, and is a supplemental declaration to make the said lots subject to the Declaration of Covenants, Conditions, and Restrictions of the Section Four Part One, Fairfield Farm, Subdivision, recorded in Book 9085, pages 584 through 601, Cumberland County Registry; and

WHEREAS, BROADWELL LAND COMPANY by a deed of conveyance from BROLANCO CORPORATION dated April 28, 2022, recorded May 2, 2022, in Book 11462, pages 617 through 618, Cumberland County, North Carolina, Registry, acquired fee simple ownership of all the said lots, and while Declarant still owned lot(s) in Fairfield Farm, Section Six, Part Two, Subdivision and pursuant to Section 2. Of Article I. of the Declaration of Covenants, Condition and Restrictions of Section Four, Part One, Fairfield Farm, Subdivision, recorded in Book 9085, pages 584 through 601, Cumberland County Registry, incorporated by reference in the Declaration of Covenants, Conditions and Restrictions of Fairfield Farm, Section Six, Part Two, Subdivision, recorded in Book 11458, pages 893 through 901, Cumberland County Registry, became the successor in interest to BROLANCO CORPORATION entitled to exercise all of the rights and powers provided by said instrument to be exercised by Declarant; and

WHEREAS, BROADWELL LAND COMPANY, as the successor in interest Declarant, and as the present owner of one or more lots of the said FAIRFIELD FARM, SECTION SIX, PART TWO Subdivision, desires to further change and amend the said Declaration of Covenants, Conditions and Restrictions of Fairfield Farm, Section Six, Part Two, Subdivision, recorded in Book 11458, pages 893 through 901, Cumberland County Registry, incorporating by reference the Declaration of Covenants, Conditions and Restrictions of Fairfield Farm, Section Six, Part Two, Subdivision, recorded in Book

11458, pages 893 through 901, Cumberland County Registry, to make the covenants less restrictive with the respect as herein set forth;

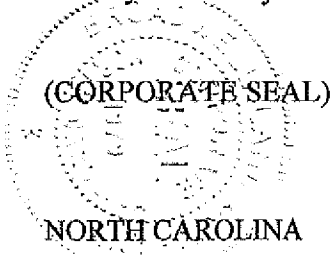
NOW, THEREFORE, THEREFORE, BROADWELL LAND COMPANY does hereby change and amend the Declaration of Covenants, Conditions and Restrictions of Fairfield Farm, Section Six, Part Two, Subdivision, recorded in Book 11458, pages 893 through 901, Cumberland County Registry, incorporating by reference the Declaration of Covenants, Conditions and Restrictions of Fairfield Farm, Section Six, Part Two, Subdivision, recorded in Book 11458, pages 893 through 901, Cumberland County Registry, to make the covenants less restrictive with the respect as follows:

1. The current, Article II USE RESTRICTIONS, Section 7.(c) will be deleted in its entirety.
2. The new, Article II USE RESTRICTIONS, Section 7.(c) is changed, modified and amended to read as follows:

“(c) Dwellings, detached garages and other permitted outbuildings must be constructed with exterior wall finishes of brick, natural stone, cultured stone (complying with the local building code), vinyl, or fiber cement siding. Fascia, soffits, and other exterior trim may be constructed of natural wood, composite or other pre-finished material, or of the specified exterior wall finishes, including vinyl.”

3. Except as herein specifically changed, modified and amended, all of the provisions of said restrictive covenants instrument recorded in Book 11458, pages 893 through 901, Cumberland County Registry, shall remain in full force and effect.

IN WITNESS WHEREOF, Broadwell Land Company, the Declarant herein, has caused this instrument to be executed in its corporate name by a duly authorized officer this 31st day of January 2023.

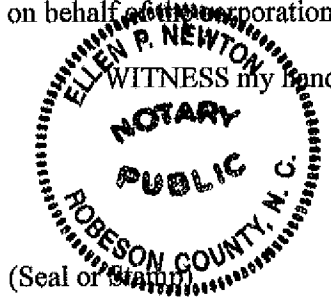


BROADWELL LAND COMPANY

By: *Dohn B. Broadwell, Jr.*
Dohn B. Broadwell, Jr., President

CUMBERLAND COUNTY

I, a Notary Public of North Carolina, certify that Dohn B. Broadwell, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is President of Broadwell Land Company, a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.



23rd day of February, 2023.

Ellen P. Newton

Ellen P. Newton

Notary Public

My Commission Expires: 05/16/2026