

BOOK 250 PAGE 501

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WILLIAM TROTTER DEVELOPMENT COMPANY, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Union County, North Carolina, which is more particularly described on Exhibit A attached hereto and made a part hereof;

NOW, THEREFORE, Declarant hereby declares that all of the properties described on Exhibit A attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and 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" shall mean and refer to The Fairfield Plantation Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described on Exhibit A attached hereto,

RECEIVED
AND
VERIFIED
me

REFERENCE HERE
MADE TO: Book
Page
REFERENCE HE
MADE TO: Boo
Pag
REFERENCE HEREBY
MADE TO: Book 2
Page 1
Amendment to

REFERENCE HE
MADE TO: Bo
Pag

*Amendment
Restrict*
REFERENCE
MADE TO:

REFERENCE H
MADE TO: B
P

*Amendment
Restrict*

*Book 250
Page 501*

REFERENCE HERE
MADE TO: Book
Page

REFERENCE
MADE TO:

REFERENCE HERE
MADE TO: Book
Page

REFERENCE HEREBY
MADE TO: Book 349
Page 601

and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described on Exhibit B attached hereto and made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "General Plan" shall mean and refer to documents, plats and surveys depicting the properties and showing the described uses and purposes of said properties heretofore submitted by Declarant to the Federal Housing Administration or the Veterans Administration.

Section 7. "Declarant" shall mean and refer to William Trotter Development Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by

an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two 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 Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes

for each 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 total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On May 31, 1977.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty and no/100 (\$240.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called

for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis and shall be paid to the collection agency as directed by the Board of Directors, provided, however, for any other lots hereafter brought within the jurisdiction of the Association not appearing on Exhibit A attached to these restrictions, said lots being owned by the Declarant and not occupied as a bona fide residence, the annual assessment on said lots shall be fifty (50%) percent of the said annual assessment.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be estab-

lished by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including but not limited to color of painting on the exterior and type of exterior finish, be made until the plans and specifications showing the nature, kind, shape, height, materials,

color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Owner shall provide exterior maintenance upon each Lot including but not limited to paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass or other ground cover, (including fertilizing and cutting thereof) and maintaining walks, driveways and other exterior improvements.

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors or its designated committee, said Board of Directors or its designated committee shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and any other costs or attorney's fees caused in the enforcement of the rights under these provisions shall be added to and become a part of the assessments to which such Lot is subject. Approval by the Board of Directors or its designated committee where required shall be as provided hereafter.

250 509

The Board of Directors or its designated committee's approval or disapproval as required in these covenants shall be in writing. In the event the Board of Directors or its designated committee, fails to approve or disapprove within 60 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE VI.

GENERAL RESIDENTIAL COVENANTS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

Section 2. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost to purchaser including said Lot, of less than \$23,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling area and size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling and not less than 800 square feet for a dwelling of more than one story.

Section 3. Building Location.

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 10 feet to the interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a 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.

In the event of the unintentional violation of any of the building line restrictions herein set forth, Declarant reserves the right by and with the mutual consent of the Owners or Owner for the time being of the lot or lots affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed 10 percent of the marginal requirement of such building line restriction, except that a side yard unintentional violation may be as much as 2 feet.

Section 4. Lot Area and Width. No dwelling shall be erected or placed on any interior lot having a width of less than 70 feet at the minimum building setback line.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet on each lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may

damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Although not limited to but included as an offensive activity is the maintenance of an auto repair site or similar unsightly activity not in keeping with the general good looks of the subdivision.

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 8. Signs. No sign shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, and provided facilities for such pets and the pets themselves do not create a nuisance as determined by the Board of Directors or its designated committee in which case the nuisance will immediately be abated upon request of said Board of Directors or its designated committee.

Section 10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment shall be kept in clean and sanitary condition.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or 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 the Association or by any Owner to enforce any covenant 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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an in-

strument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

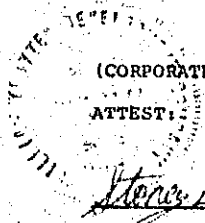
Section 4. Annexation.

(a) Properties subject to General Plan heretofore submitted by Declarant may be annexed by the filing in the Office of the Register of Deeds of Union County of an amendment to this Declaration of Covenants, Conditions and Restrictions so describing said property, subject only to approval pursuant to Section 5 hereunder.

(b) Additional residential property and Common Area not included in General Plan may be annexed to the Properties with the consent of two-thirds of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 31st day of August, 1972.



(CORPORATE SEAL)

ATTEST:

Secretary

WILLIAM TROTTER DEVELOPMENT COMPANY

By

William H. Trotter
William H. Trotter, President

ECN 254 PAS-385

(CORPORATE SEAL)
ATTEST:

Henry E. Mabe
Secretary

WILLIAM TROTTER DEVELOPMENT COMPANY

By: William H. Trotter
William H. Trotter, President

(CORPORATE SEAL)
ATTEST:

Henry E. Mabe
Secretary

WILLIAM TROTTER COMPANY

By: William H. Trotter
William H. Trotter, President

Willard Gourley, Jr. (SEAL)
Willard Gourley, Jr., Trustee

Henry B. Shore (SEAL)
Henry B. Shore, Trustee

(CORPORATE SEAL)
ATTEST:

Henry B. Shore
Secretary

NCNB MORTGAGE CORPORATION

By: Edward P. [unclear]
E. [unclear] Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 31st day of January, 1973, personally came before me, WILLIAM H. TROTTER, who being by me duly sworn, says that he is the President of WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY and that the seals affixed to the foregoing instrument in writing are the corporate seals of the companies, and that said writing was signed and sealed by him in behalf of said corporations, by their authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the acts and deeds of the said corporations.

My commission expires:

August 12, 1975

Linda A. [unclear]
Notary Public

RECORDED
and
VERIFIED
JSM

BOOK 295 PAGE 274

(3) *Referenced*

STATE OF NORTH CAROLINA
COUNTY OF UNION

NINTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER
COMPANY do hereby amend the Declaration of Covenants, Conditions
and Restrictions recorded in Book 250 at Page 501 of the Union
County Public Registry and the Amendments to said Declaration
of Covenants, Conditions and Restrictions recorded in Book 254 at
Page 384 and Book 269 at Page 702 of the Union County Public
Registry, as follows:

Pursuant to paragraphs 4 and 5 of Article VII of said
Declaration of Covenants, Conditions and Restrictions and amend-
ments thereto, the following lots are hereby annexed so that the
foregoing Declaration of Covenants, Conditions and Restrictions
and subsequent amendments above described shall be binding on all
parties having any right, title or interest in the following lots
or any part thereof, their heirs, successors and assigns, and
shall inure to the benefit of each owner thereof. The property
to which this Amendment applies is located in Vance Township,
Union County, North Carolina, and being more particularly described
as follows:

BEING all of Lots 6, 7, 8, 9, 10, 11, 12, 13 and 14 in
Block 2; and Lots 36, 37, 38, 39, 40, 41, 42, 43, 44,
45, 46, 47, 48, 49 and 50 in Block 3, of FAIRFIELD
PLANTATION, SECTION 4, MAP 1, as shown on plat recorded
in Plat Cabinet A, Files #A-53, of the Union County
Public Registry.

As amended above, the Declaration of Covenants, Condi-
tions and Restrictions recorded in Book 250 at Page 501 of the
Union County Public Registry and the Amendments to said Declara-
tion of Covenants, Conditions and Restrictions recorded in Book
254 at Page 384 and Book 269 at Page 702 of the Union County
Public Registry remain the same and remain in full force and ef-
fect.

WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER
COMPANY execute this instrument as the present owners of the

above-described property and a portion of the property covered
by said Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, WILLIAM TROTTER DEVELOPMENT COMPANY
and WILLIAM TROTTER COMPANY have caused this instrument to be
duly executed this 1st day of April, 1977.

(CORPORATE SEAL)
ATTEST:

[Signature]
Secretary

WILLIAM TROTTER DEVELOPMENT COMPANY

By: [Signature]
William H. Trotter, President

(CORPORATE SEAL)
ATTEST:

[Signature]
Secretary

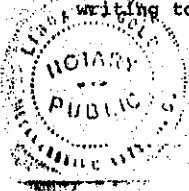
WILLIAM TROTTER COMPANY

By: [Signature]
William H. Trotter, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 1st day of April, 1977, personally
came before me WILLIAM H. TROTTER, who being by me duly sworn
says that he is the President of WILLIAM TROTTER DEVELOPMENT
COMPANY and WILLIAM TROTTER COMPANY; and that the seals affixed
to the foregoing instrument in writing are the corporate seals
of said companies, and that said writing was signed and sealed
by him in behalf of said corporations by its authority duly
given. And the said WILLIAM H. TROTTER acknowledged the said
writing to be the act and deed of said corporations.



[Signature]
Notary Public
My commission expires: 8/13/80

STATE OF NORTH CAROLINA-UNION COUNTY

The foregoing certificate (s) of Linda A. Galt
Notary Public of Mecklenburg Co.,

State of N.C. is ~~(not)~~ certified to be correct. This instrument was presented
for registration and recorded in this office in Book 295 Page 274, the 4th day of
April, 1977 at 9:00 o'clock A.M.
Mary B. Carriker-Register of Deeds By: [Signature] Deputy

✓
DRAWN BY AND MAIL TO
BERRY, BLEDSOE & HOGWOOD
ONE NCHS PLAZA, SUITE 3001
CHARLOTTE, N.C. 28200

STATE OF NORTH CAROLINA

COUNTY OF UNION

SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AGREEMENT, entered this 3rd day of October, 1975 by and between WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY (hereinafter collectively referred to as "Developer") and those parties whose names, addresses and property descriptions are set forth on the execution pages of this Agreement as Owners (hereinafter referred to collectively as "Owners");

WITNESSETH:

WHEREAS, on September 5, 1972, Developer placed that certain Declaration of Covenants, Conditions and Restrictions on property in FAIRFIELD PLANTATION, said Restrictions having been recorded in Book 250 at Page 501 of the Union County Public Registry, as amended by instrument dated January 31, 1973, and recorded in Book 254 at Page 384 of the Union County Public Registry; and

WHEREAS, on January-9, 1974, the above-mentioned Restrictions recorded in Book 250 at Page 501 were amended to include additional lots in FAIRFIELD PLANTATION, said Amendment to Declaration of Covenants, Conditions and Restrictions having been recorded in Book 263 at Page 323 of the Union County Public Registry; and

WHEREAS, on July 18, 1974, the above-mentioned Restrictions recorded in Book 250 at Page 501 were amended to include additional lots by instrument recorded in Book 267 at Page 475 of the Union County Public Registry; and

WHEREAS, on August 23, 1974, the above Restrictions recorded in Book 250 at Page 501 of the Union County Public Registry were again amended to include an additional Restriction pertaining to the control of dogs, said instrument being recorded in Book 269 at Page 702 of the Union County Public Registry; and

WHEREAS, the remaining Owners who did not join in said Amendment dated August 23, 1974, desire to include and consent to said restriction pertaining to dogs as a part of Restrictions governing the entire subdivision; and

WHEREAS, with the hereinafter named Owners and Developer all of the owners by the execution of this Agreement will have joined in the inclusion of this Restriction to the overall said subdivision; and,

WHEREAS, with the instrument dated August 23, 1974, revealing the Owners of said property along with the Developer Owner and the parties executing this Agreement as Owners constitute 90% of the lot owners in FAIRFIELD PLANTATION, pursuant to Section 3 of Article VII of the Declaration of Covenants, Conditions and Restrictions recorded in Book 250 at Page 501 of the Union County Public Registry; and,

WHEREAS, it is the intention of all of the parties hereto that said Restrictions be amended and modified in order to add to said Restrictions that certain paragraph hereinbelow set forth, without in any way altering, modifying, terminating or in any way affecting the other provisions set forth in said Restrictions;

RECORDED
2nd
OCTOBER
1975

Assurances

Page 344
601
360

NOW, THEREFORE, in consideration of the premises, and of the mutual requirements herein contained, and of other valuable considerations in hand paid to each other, receipt of which is hereby acknowledged, Developer and Owners hereby agree as follows:

That the Restrictions set forth in Book 250 at Page 501 as amended by instruments recorded in Book 254 at Page 384, Book 263 at Page 323 and Book 267 at Page 475 of the Union County Public Registry be amended to add the following paragraph within Section 9 of Article VI:

"Every person owning or having possession, charge, care, custody, or control of any dog shall keep such dog exclusively upon his own premises; provided, however, that such dog may be off the premises if it be under the control of a competent person and restrained by a chain or leash or other means of adequate physical control."

That said paragraph shall be and is hereby made a part of said Restrictions as fully and to such extent as if said paragraph had been originally included therein.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals, this the day and year above written.

WILLIAM TROTTER DEVELOPMENT COMPANY

By: Stong E. Motz
Secretary

By: William H. Trotter
William H. Trotter, President

By: Stong E. Motz
Secretary

WILLIAM TROTTER COMPANY

By: William H. Trotter
William H. Trotter, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 3d day of October, 1975, personally came before me WILLIAM H. TROTTER, President, who, being by me duly sworn says that he is the President of WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY and that the seals affixed to the foregoing instrument in writing are the corporate seals of the said companies, and that said writing was signed and sealed by him in behalf of said corporations by its authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the act and deed of said corporations.



By: Linda A. Bold
Notary Public
My commission expires: 8-13-80

DRAWN BY AND MAIL TO:
BERRY, BLEDSOE & HOGUEWOOD
ONE NCHB PLAZA, SUITE 3601
CHARLOTTE, N.C. 28290

REFERENCE HEREBY

MADE TO: Book 349

Page 601 jbc

REFERENCE HEREBY

MADE TO: Book 274

Page 682

REFERENCE HEREBY

MADE TO: Book 295

Page 274

RECORDED
and
VERIFIED
JRM

BOOK 269 PAGE 702

STATE OF NORTH CAROLINA

COUNTY OF UNION

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

MADE TO: Book 283

THIS AGREEMENT, entered this 23rd day of August, 1974, by and between WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY (hereinafter collectively referred to as "Developer") and those parties whose names, addresses and property descriptions are set forth on the execution pages of this Agreement as Owners (hereinafter referred to collectively as "Owners");

WITNESSETH:

WHEREAS, on September 5, 1972, Developer placed that certain Declaration of Covenants, Conditions and Restrictions on property in FAIRFIELD PLANTATION, said Restrictions having been recorded in Book 250 at Page 501 of the Union County Public Registry.

WHEREAS, on January 9, 1974, the above-mentioned Restrictions recorded in Book 250 at Page 501 were amended to include additional lots in FAIRFIELD PLANTATION, said Amendment to Declaration of Covenants, Conditions and Restrictions having been recorded in Book 263 at Page 323 of the Union County Public Registry; and

WHEREAS, on July 18, 1974, the above-mentioned Restrictions recorded in Book 250 at Page 501 were amended to include additional lots by instrument recorded in Book 267 at Page 475 of the Union County Public Registry; and

WHEREAS, the above-named Owners together with Developer constitute owners of the fee simple title to the lots covered by the said Restrictions; and

WHEREAS, it is the intention of all of the parties hereto that said Restrictions be amended and modified in order to add to said Restrictions that certain paragraph hereinbelow set forth, without in any way altering, modifying, terminating or in any way affecting the other provisions set forth in said Restrictions;

NOW, THEREFORE, in consideration of the premises, and of the mutual requirements herein contained, and of other valuable considerations in hand paid to each other, receipt of which is hereby acknowledged, Developer and Owners hereby agree as follows:

That the Restrictions set forth in Book 250 at Page 501 as amended by instruments recorded in Book 263 at Page 323 and Book 267 at Page 475 of the Union County Public Registry be amended to add the following paragraph within Section 9 of Article VI:

And 250/50

to add this BOOK 269 PAGE 703
in Sec 9 of Art VI

"Every person owning or having possession, charge, care, custody, or control of any dog shall keep such dog exclusively upon his own premises; provided, however, that such dog may be off the premises if it be under the control of a competent person and restrained by a chain or leash or other means of adequate physical control."

That said paragraph shall be and is hereby made a part of said Restrictions as fully and to such extent as if said paragraph had been originally included therein.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals, this the day and year above written.

(CORPORATE SEAL)
ATTEST:

Stewart Motley
Secretary

WILLIAM TROTTER DEVELOPMENT COMPANY

By: *William H. Trotter*
William H. Trotter, President

(CORPORATE SEAL)
ATTEST:

Stewart Motley
Secretary

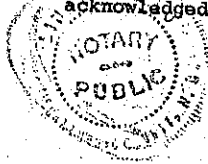
WILLIAM TROTTER COMPANY

By: *William H. Trotter*
William H. Trotter, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 25th day of August, 1974, personally came before me WILLIAM H. TROTTER, President, who, being by me duly sworn says that he is the President of WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said companies, and that said writing was signed and sealed by him in behalf of said corporations by its authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the act and deed of said corporations.



Linda A. Gold
Linda A. Gold, Notary Public
My commission expires: 8-12-75

DRAWN BY AND MAIL TO:
BERRY, BLEDSOE & HOGENSEN
ONE NCNB PLAZA, SUITE 3501
CHARLOTTE, N. C. 28280

RECORDED
and
VERIFIED
JSM

STATE OF NORTH CAROLINA
COUNTY OF UNION

EIGHTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS

Reference

THIS AGREEMENT, entered this 21st day of February, 1975, by and between WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY (hereinafter referred to as "Developer") and those parties whose names, addresses and property descriptions are set forth on the execution pages of this Agreement as Owners (hereinafter referred collectively to as "Owners");

WITNESSETH:

WHEREAS, on September 5, 1972, Developer placed that certain Declaration of Covenants, Conditions and Restrictions on property in Fairfield Plantation, said Restrictions having been recorded in Book 250 at Page 501 of the Union County Public Registry;

WHEREAS, except for certain exceptions recited therein, Section 3 of Article VII of said Declaration of Covenants, Conditions and Restrictions requires the signatures of 90% of the Owners for the amendment of said Restrictions;

WHEREAS, the herein-named Owners constitute 90% or more of the lot owners;

WHEREAS, it is the intention of all of the parties hereto that Section 5 of Article VII of the Declaration of Covenants, Conditions and Restrictions be amended and modified without in any way altering, modifying, terminating or in any way affecting the other provisions set forth in said Restrictions or Amendments thereto;

NOW, THEREFORE, in consideration of the premises, and of the mutual requirements herein contained, and of other valuable considerations in hand paid to each other, receipt of which is hereby acknowledged, Developer and Owners hereby agree as follows:

THAT Section 5 of Article VII of the Declaration of Covenants, Conditions and Restrictions recorded in Book 250 at Page 501 of the Union County Public Registry is hereby amended to read as follows:

*mailed to: Barry, Blodson & Hogwood
One 704 B Plaza, Suite 3601
Charlotte, N.C. 28280*

FHA/VA/FNMA Approval. As long as there is a Class A or Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration and the Federal National Mortgage Association: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

THAT said Section 5 as amended above shall be and is hereby made a part of the said Restrictions and Amendments thereto and except as amended above, the Declaration of Covenants, Conditions and Restrictions and Amendments thereto remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals, this the day and year above written.

(CORPORATE SEAL)
ATTEST:

Stony E. McIntire
Secretary

WILLIAM TROTTER DEVELOPMENT COMPANY

By: William H. Trotter
William H. Trotter, President

(CORPORATE SEAL)
ATTEST:

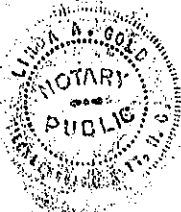
Stony E. McIntire
Secretary

WILLIAM TROTTER COMPANY

By: William H. Trotter
William H. Trotter, President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 21st day of February, 1975, personally came before me WILLIAM H. TROTTER, who, being by me duly sworn, says that he is the President of WILLIAM TROTTER DEVELOPMENT COMPANY and WILLIAM TROTTER COMPANY and that the seals affixed to the foregoing instrument in writing are the corporate seals of the companies, and that said writing was signed and sealed by him in behalf of said corporations, by their authority duly given. And the said WILLIAM H. TROTTER acknowledged the said writing to be the acts and deeds of the said corporations.



Linda A. Gold
Notary Public
My commission expires: 8-13-80

REFERENCE HEREBY
MADE TO: Book 274
Page 682

BOOK 254 PAGE 384

RECORDED
and
INDEXED
50077

STATE OF NORTH CAROLINA
COUNTY OF UNION

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

REFERENCE HEREBY
MADE TO: Book 283
Page 273

*Amendment to
Restrictions*

WILLIAM TROTTER DEVELOPMENT COMPANY, WILLIAM TROTTER COMPANY, WILLARD GOURLEY, JR., Trustee, HENRY B. SHORE, Trustee, and NCNB MORTGAGE CORPORATION do hereby join together in order to amend the Declaration of Covenants, Conditions and Restrictions recorded in Book 250 at Page 501 of the Union County Public Registry, as follows:

The last paragraph of Article V of the Declaration of Covenants, Conditions and Restrictions recorded in Book 250 at Page 501 of the Union County Public Registry is amended to read as follows:

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with; however, in the event the committee is not notified or requested in writing to approve any item recited in these Restrictions, then the committee may institute suit to enjoin and remove any building, wall, garage, outbuilding or other structure located on said premises; and further, the committee may utilize any other legal or equitable remedy available to protect against such violation; provided, however, failure to institute legal action shall not constitute waiver of any legal or equitable remedy.

An amended above, the Declaration of Covenants, Conditions and Restrictions recorded in Book 250 at Page 501 of the Union County Public Registry remain the same and remain in full force and effect.

WILLIAM TROTTER COMPANY executes this Amendment to Declaration of Covenants, Conditions and Restrictions as the present owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions. WILLIAM TROTTER DEVELOPMENT COMPANY executes this instrument as the present and former owner of a portion of the property covered by said Declaration of Covenants, Conditions and Restrictions. WILLARD GOURLEY, JR., executes this instrument as the Trustee in that Deed of Trust recorded in Book A205 at Page 410 of the Union County Public Registry. HENRY B. SHORE executes this instrument as the Trustee in the Deeds of Trust recorded in Book A213 at Page 72 and Book A215 at Page 532 of the Union County Public Registry. NCNB MORTGAGE CORPORATION executes this instrument as holder and beneficiary under Deeds of Trust respectively recorded in Book A205 at Page 410, Book A213 at Page 72 and Book A215 at Page 532 of the Union County Public Registry.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed this 31st day of January, 1973.

REFERENCE HEREBY
MADE TO: Book 295
Pg 274

BOOK 309
PAGE 601 jlc