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FILED
UNION COUNTY
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED Oct 31, 2007
AT 01:16 pm
BOOK 04725
START PAGE 0792
END PAGE 0830
INSTRUMENT # 47907
EXCISE TAX (None)
TRB

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

FIELDSTONE FARM

[NOTE FOR TITLE EXAMINER: Section 9.13 of this Declaration requires a contribution
fee to be paid upon every purchase of a Lot, whether from Declarant or on resale.]

EXCEPT AS MAY BE PERMITTED BY THE ARCHITECTURAL CONTROL COMMITTEE, NO
OWNER SHALL DISPLAY, INSTALL, ERECT OR MAINTAIN UPON ANY LOT ANY FLAG, AS MORE
PARTICULARLY SET FORTH IN SECTION 7.11 OF THIS DECLARATION, THIS DOCUMENT
REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA
OR STATE OF NORTH CAROLINA.

NO OWNER SHALL DISPLAY, HANG, STORE OR EXHIBIT ANY SIGNS (INCLUDING WITHOUT
LIMITATION POLITICAL SIGNS) OUTSIDE OF THE DWELLING ON ANY LOT OR IN ANY
DWELLING SO AS TO BE VISIBLE FROM OUTSIDE THE LOT, OTHER THAN AS MAY BE
PERMITTED BY THE RULES AND REGULATIONS, AS MORE PARTICULARLY SET FORTH IN
SECTION 7.04 OF THIS DECLARATION. THIS DOCUMENT REGULATES OR PROHIBITS THE
DISPLAY OF POLITICAL SIGNS.

Drawn by and mail to:
Brian P. Evans, Esq.
Kennedy Covington Lobdell & Hickman, L.L.P.
Hearst Tower, 47th Floor
214 North Tryon Street
Charlotte, NC 28202

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
FIELDSTONE FARM**

This Declaration is made as of the 24th day of October, 2007, by
CENTEX HOMES, a Nevada general partnership ("Declarant"), with reference to the following
facts:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Union County,
Town of Indian Trail, North Carolina and more particularly described on Exhibit A attached
hereto and made a part hereof ("Property"); and

WHEREAS, the Property and such portions of the Additional Land (as hereinafter
defined), if any, as Declarant may elect to add to the terms and scheme of this Declaration by
filing of a Map thereof and supplemental filing pursuant to Article 15 hereof, shall be hereinafter
referred to as "Fieldstone Farm". Declarant intends to improve Fieldstone Farm as a planned
residential development by dividing such property into Lots appropriate for detached
single-family dwellings; and

WHEREAS, Declarant owns or may hereafter own real property in Union County, Town
of Indian Trail, North Carolina located adjacent to the property hereinabove described, which is
more particularly described on Exhibit B attached hereto and made a part hereof and referred to
herein as the "Additional Land". Declarant may, in its sole discretion and without obligation or
the joinder of any other party, by one or more supplemental filings pursuant to Article 15 hereof,
make all or any portion of the Additional Land, if any, subject to this Declaration and a part of
Fieldstone Farm; and

WHEREAS, Declarant intends to develop Fieldstone Farm under a common scheme and
general plan for its improvement and maintenance; and

WHEREAS, for this purpose Declarant intends to (and with respect to the Additional
Land, if any, Declarant reserves the right to) subject the real property described on Exhibit A,
and so much of the Additional Land, if any, as shall, from time to time, be annexed in
accordance with the provisions of this Declaration, to the covenants, conditions, restrictions,
easements, liens, charges, assessments and equitable servitudes set forth in this Declaration, for
the benefit of Fieldstone Farm and the future owners of Lots therein; and

WHEREAS, although Declarant contemplates that separate easements, covenants,
conditions and restrictions (which may include assessments, easements, covenants, conditions
and restrictions similar to those herein contained) may be imposed with regard to the various
phases or sections of Fieldstone Farm, Declarant desires to impose pursuant hereto easements,
covenants, conditions and restrictions upon all of Fieldstone Farm, with the understanding that,

at the option of Declarant, additional restrictions may be imposed with regard to the various phases or sections of Fieldstone Farm;

WHEREAS, Declarant deems it desirable for the management and administration of the planned development and for the preservation of the values and amenities of the planned development to incorporate **Fieldstone Farm in Union County HOA, Inc.**, as a nonprofit corporation under the laws of the State of North Carolina for the purposes of administering the limitations, covenants, conditions, restrictions, easements, liens and equitable servitudes created by or imposed in accordance with the provisions hereof, enforcing the rules and regulations adopted and amended in accordance with the provisions hereof, collecting and disbursing the assessments and charges imposed in accordance with the provisions hereof, and exercising such other powers as may be authorized by this Declaration, by law, or by its Articles of Incorporation and Bylaws;

NOW, THEREFORE, Declarant hereby declares as follows:

ARTICLE I DEFINITIONS

The following terms shall have the following meanings when used in this Declaration:

1.01. Act. "Act" means and refers to the North Carolina Planned Community Act, Chapter 47F, North Carolina General Statutes.

1.02. Additional Declaration. "Additional Declaration" shall mean and refer to any Declaration of Covenants Conditions and Restrictions filed in the Office of the Register of Deeds of Union County, North Carolina with regard to a certain phase, section or portion of the Property, as more particularly described in Article II hereof.

1.03. Additional Land. "Additional Land" means the real property described on Exhibit B, if any shall be attached hereto, all or any portion of which may from time to time be made subject to this Declaration pursuant to the provisions of Article 15 hereof and which, when so subjected, shall become a part of the Property.

1.04. Articles. "Articles" means the Articles of Incorporation of the Association, including any amendments thereto.

1.05. Association. "Association" means **Fieldstone Farm in Union County HOA, Inc.**, a North Carolina nonprofit corporation, its successors and assigns.

1.06. Board. "Board" means the Board of Directors of the Association.

1.07. Bylaws. "Bylaws" means the Bylaws of the Association, including any amendments thereto.

1.08. Common Area. "Common Area" means all real property or easements therein owned or held by or held in trust for the benefit of the Association for the common use and enjoyment of its Members, or owned by or held Declarant and designated for the common use and enjoyment of the Association and its Members, including but not limited to those certain areas designated as "COS," "Common Open Space," "Common Area," "Amenity Area," "COS Amenity Area," or any other similar designation on the Maps, and all improvements and facilities constructed thereon for such purposes, including, but not limited, to (without any obligation by implication of Declarant to construct or install the same) any signage, irrigation and/or drainage or detention facilities, pond, dam, dock, pump station and related facilities, fountain, water feature, wells, pumps and related facilities, landscaping, retaining walls, bridges, lighting, swimming pool, wading pool, green or natural area, walking paths or trails, picnic area, putting green, club house, roadway, driveway, parking area, sports complex, ballfield, playground, tot lot, gazebo, private streets or roadways, and curb and guttering relating to same, streetlights, or other amenity constructed on portions of the Property designated "COS," "Common Open Space," "Common Area," "Amenity Area," "COS Amenity Area," or other similar designation on Map(s) of the Property recorded in the County. "Common Area" shall also include (i) any public road, right-of-way or cul-de-sac in the Property which has been dedicated to the public on Map(s) of the Property recorded in the County but not accepted for public maintenance by the appropriate governmental entity, and (ii) any median or planting area and related signage, irrigation facilities and lighting constructed by Declarant within rights-of-way within the Property. Declarant hereby grants to the Association an easement over any road, right-of-way or cul-de-sac within the Property which shall automatically terminate upon dedication to and acceptance for public maintenance by the appropriate governmental entity.

1.09. Completion of Sales. "Completion of Sales" means the earlier of (a) the conveyance by Declarant of all Lots in the Property to purchasers other than a successor Declarant hereunder, or (b) the expiration of the later of: (i) twenty (20) years from the closing of the first sale of a Lot by Declarant, or (ii) six (6) years from the conveyance of the first Lot in the Phase most recently made subject to this Declaration, or (c) at such time as Declarant records a Notice of Termination of Sales in the public records of the County.

1.10. County. "County" means Union County in the State of North Carolina.

1.11. CPI. "CPI" means The Consumer Price Index For All Urban Consumers ("CPI-U"), U.S. City Average (All Items) published by the United States Bureau of Labor Statistics.

1.12. Declarant. "Declarant" means Centex Homes, a Nevada general partnership, and any successor or assign to whom Declarant assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official records of the County.

1.13. Declaration. "Declaration" means this Declaration and all amendments or supplements hereto.

1.14. Lot. "Lot" means any numbered lot or plot of land, together with any improvements thereon, which is shown upon any Map covering the Property, or a part thereof,

which is not dedicated right-of-way or Common Area. In the event (if ever) that a condominium regime is established for all any portion of the Property, each unit therein shall also be deemed a "Lot" hereunder on such terms as may be set forth in any Supplemental Declaration subjecting the property with such condominium regime to the terms hereof.

1.15. Map. "Map" means a recorded subdivision plat of a portion of the Property recorded in the County Public Registry.

1.16. Member. "Member" means a member of the Association.

1.17. Mortgage. "Mortgage" means a mortgage or deed of trust which constitutes a first lien upon a Lot given to a bank, savings and loan association or other institutional lender for the purpose of securing indebtedness incurred to purchase or improve a Lot.

1.18. Mortgagee. "Mortgagee" means the holder of the beneficial interest in any Mortgage.

1.19. Notice and Opportunity for Hearing. "Notice and Opportunity for Hearing" means giving at least ten (10) days' prior notice of a proposed action and the reasons therefor, and an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the effective date of the proposed action.

1.20. Owner. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, and shall include Declarant as to any Lot owned by Declarant. "Owner" shall not include any person or entity who holds an interest in a Lot merely as security for the performance of an obligation or as a tenant.

1.21. Person. "Person" means an individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

1.22. Property. "Property" means the portion of Fieldstone Farm described on Exhibit A and, when and if subjected to the terms and provisions of this Declaration by Declarant acting in its sole discretion, all or any portion of the Additional Land, if any, and any other real property subjected to this Declaration by Supplemental Declaration recorded pursuant to Article 15 hereof.

1.23. Phase. "Phase" means the real estate shown on each Map of the Property, including the portions of Fieldstone Farm described on Exhibit A, as recorded in the County Public Registry.

1.24. Rules and Regulations. "Rules and Regulations" means reasonable and nondiscriminatory rules and regulations as may be adopted from time to time by the Association, provided notice of such rules and regulations has been given to Owners in accordance with the requirements of this Declaration.

1.25. Special Declarant Rights. "Special Declarant Rights" means, without limitation, the rights as defined in Section 47F-1-103(28) of the Act for the benefit of a Declarant, which are hereby reserved in favor of Declarant, including, but not limited to the following: the right to complete, repair, maintain, replace and operate improvements indicated on Maps of the Property; the right to exercise any development right; the right to maintain sales offices, management offices, models and signs advertising the Property; the right to use easements through the Common Area and through any Lot or Lots for the purpose of making, repairing, maintaining, replacing and operating improvements within the Property, and the right to elect, appoint or remove any officer or Board member of the Association, with or without cause, until Completion of Sale, or until Declarant earlier relinquishes such right by written notice given to the Association, whichever shall earlier occur.

1.26. Supplemental Declaration. "Supplemental Declaration" means a supplemental declaration of covenants, conditions and restrictions which shall be recorded for the purposes of annexing additional property, including all or any portion of the Additional Land, if any, to the Property and causing such property to be subject to the scheme of covenants, conditions and restrictions contained in this Declaration.

1.27. Town. "Town" means the Town of Indian Trail, Union County in the State of North Carolina.

1.28. Voting Power. "Voting Power" means the total number of votes held by Members (or in a class of Members) whose membership at the time the determination of Voting Power is made has not been suspended in accordance with the provisions of this Declaration or the Rules and Regulations. Voting Power shall be computed by including all such Members whether or not such Members are present in person or by proxy at a meeting. All voting specifications and requirements shall apply to the entire Property.

ARTICLE 2 SUBMISSION AND TERM

2.01. Submission. The Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to each and all of the limitations, covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth herein, all of which are declared to be (a) in furtherance of a common scheme and general plan for the development, improvement and maintenance of the Property and (b) for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Property. All of the limitations, covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth herein shall run with, be binding upon and inure to the benefit of the Property, shall be binding on and inure to the benefit of each and every person having or acquiring any right, title or interest in the Property, shall be binding upon and inure to the benefit of the successors in interest of such persons, and shall inure to the benefit of the Association, its successors and assigns.

2.02. Incorporation of Declaration Into Instruments. Any deed or other instrument by which a Lot is conveyed shall be subject to the provisions of this Declaration and shall be deemed to incorporate the provisions of this Declaration, as amended from time to time, whether or not the deed makes reference hereto.

2.03. Term. This Declaration shall remain in force until terminated by the affirmative vote of eighty percent (80%) of the total Voting Power of the Association.

ARTICLE 3 COMPLIANCE WITH MANAGEMENT DOCUMENTS

3.01. Compliance with Declaration and Other Documents. Each Owner, resident or tenant of a Lot shall comply with the provisions of this Declaration, the Bylaws, Rules and Regulations duly adopted by the Association, decisions and resolutions of the Association and its duly authorized representatives, all as may be amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages or for injunctive relief.

3.02. Resolution of Conflicts Between Documents. Each Owner covenants and agrees that the administration of the Property shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws and Rules and Regulations duly adopted by the Association. If there are any matters of conflict or inconsistencies in the Bylaws, Articles and this Declaration, then the provisions of this Declaration shall prevail. In the event that anything shown on a Map for all or any portion of the Property is in any way inconsistent with provisions of this Declaration, then the provisions of this Declaration shall prevail. If a dispute arises among Owners in regard to the administration of the Property, then the provisions of this Declaration shall prevail.

ARTICLE 4 PROPERTY RIGHTS

4.01. Common Area Easements. Each Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area and of access to and from such Owner's Lot over any streets comprising a portion of the Common Area (if any), and those Owners to whom such rights are granted in this Declaration, shall have a non-exclusive right or use and enjoyment in and to the Common Area, which rights and easements shall be appurtenant to and shall pass with the title to such Owner's Lot, and subject to the following rights and restrictions:

(a) The right of the Association, after Notice and Opportunity for Hearing, to limit the number of guests of an Owner, to charge reasonable fees with respect to the use of Common Area facilities, if any, and to limit the use of said facilities to Owners who occupy a residence in the Property.

- (b) The right of the Association to suspend the right of an Owner to use any Common Area facilities (i) for any period during which any fine against a Member or any assessment against such Owner's Lot remains unpaid; and (ii) after Notice and Opportunity for Hearing, for any infraction of the Rules and Regulations.
- (c) The right of the Association, subject to the provisions of the Act (Section 3-112), to encumber or convey all or any part of the Common Area.
- (d) The right of the Association to grant easements, leases, licenses and concessions through or over the Common Areas.
- (e) The right of the Association, subject to the provisions of the Act (Section 3-112), to borrow money to improve, repair, restore and reconstruct the Common Area and to place liens on the Common Area and otherwise encumber the Common Area for such purposes.
- (f) The right of the Association to adopt Rules and Regulations governing use and enjoyment of the Common Area and the Property.
- (g) The rights of the Association and of Declarant to the use of easements for ingress and egress over, in, to and throughout the Common Area.
- (h) Public storm drainage easements, sanitary sewer easements, sidewalk easements, and any and all other easements over the Common Areas as shown on the Maps.
- (i) The right of Declarant, its successors and assigns to make any improvements for any reason they deem proper upon the Common Areas, even after their conveyance to the Association. Declarant hereby reserves an easement over the Common Areas for the purpose of developing the remainder of the adjacent property owned by Declarant. Although not limiting the scope of this easement, this easement shall include the right of access at all times for its employees, agent, subcontractors, invitees, etc., over the Common Areas and shall include the right to construct, maintain, dedicate and modify any additional drainage easements, general utility easements and any additional sanitary sewer or water line easements across any of the Common Areas. This easement shall terminate upon the Completion of Sales.

4.02. Delegation. Any Owner may delegate his or her rights of use and enjoyment of the Common Area and any facilities thereon to the members of his or her family or household residing on his or her Lot and to his or her guests and invitees while in possession of his or her Lot, subject, however, to reasonable restrictions imposed by the provisions of this Declaration, the Bylaws and the Rules and Regulations. Provided the notice required by Section 4.03 of this Declaration has first been given to the Association, a tenant of an Owner, while residing on such Owner's Lot, shall be entitled to use and enjoy the Common Area, and any facilities thereon and to delegate rights of use and enjoyment in the same manner as if such tenant were the Owner of

such Lot. No such delegation shall release an Owner from his or her obligations hereunder, including, without limitation, the obligation to pay regular and special assessments.

Upon request, each Owner or tenant shall notify the Secretary of the Association of the names of all persons to whom such Owner or tenant has delegated any rights of use and enjoyment of the Common Area and the relationship that each such person bears to such Owner or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as the rights of Owners.

4.03. Tenants.

(a) Any Owner who rents or leases his or her Lot to a tenant shall not be entitled to use and enjoy any common facilities on the Common Area during the period the Lot is occupied by such tenant.

(b) No Owner shall lease or rent less than an entire Lot. Except with respect to construction trailers or model homes which may be used or occupied by Declarant, the Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than twelve (12) months. Subject to the foregoing restrictions, Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of this Declaration, the Bylaws, and the Rules and Regulations.

(c) In the event an Owner shall rent or lease his or her Lot such Owner shall immediately give to the Association in writing:

- (i) the name of the tenant and the Lot rented or leased;
- (ii) the current address of such Owner;
- (iii) a true and complete copy of the lease or rental agreement; and
- (iv) the certification of the Owner that the tenant has been given a copy of this Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has been advised of any obligations he may have thereunder as a tenant.

(d) In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.

4.04. Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area as may be adjacent thereto and between adjacent Lots for the flow of rainwater from gutters and downspouts; provided, however, that no such easement shall unreasonably interfere with the use and enjoyment of the Common Area or any adjacent Lot. If any Common Area or Lot improvement encroaches upon a Lot because of the placement, construction, reconstruction, repair, movement, settling or shifting of the improvements constructed by Declarant, or reconstructed or repaired in accordance with the provisions of this Declaration, an easement for the encroachment and for its maintenance shall exist to a distance of not more than two (2) feet as measured from any point on the common boundary between the Common Area and the Lot or between Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall such an easement exist for willful encroachments. If any Lot encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property, an easement for the encroachment and for its maintenance shall exist so long as it remains.

4.05. Utility Easements. Any easements for installation, maintenance, use or repair of public utilities or drainage or detention facilities which are dedicated on any Map of the Property, reserved under any deed of any Lot, or created by Declarant in some other way shall be kept free of buildings, and within such easements no structure, fence, planting or other improvement shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, use or repair of such public utilities or drainage or detention facilities, or which may damage, interfere, or change the direction or flow of drainage in the easements. Notwithstanding anything contained herein to the contrary, any such easement dedicated on any Map of the Property, reserved under any deed of any Lot, or created by Declarant in some other way shall be maintained by the Owner(s) of any affected Lot(s) to the extent so encumbered by said easement, including all storm drainage facilities located within any "SDE" (storm drain easement) shown on the Map, or within any other area shown on the Map as "PDE," "PSDE," or by similar designation, except as otherwise indicated by such Map or unless maintenance has been assumed by any public utility or governmental entity having jurisdiction thereover. All such easements at all times shall be accessible to Declarant until the Property is completed and at all times shall be accessible to all persons installing, repairing, using or maintaining such utilities and drainage facilities. Declarant or the Association (with Declarant's prior written consent) shall have the right to grant exclusive easements to certain utility providers, which shall allow such utility providers to have the exclusive right to provide certain utility services within Fieldstone Farm.

4.06. No Subdivision of Lots, No Time-Sharing. There shall be no further subdivision or partition of any Lot by any Owner other than Declarant, nor shall any Owner other than Declarant seek any partition or subdivision thereof. There shall be no time-sharing or other co-ownership which allows multiple Owners sequential, possessory interests in a Lot. Declarant shall have the absolute right, in its sole discretion, to subdivide and/or combine any one or more Lots (or portions thereof) owned by Declarant. All Lots resulting from any such subdivision or combination shall be deemed Lots hereunder for all purposes (including payment of assessments) and no Lot so combined into another Lot shall thereafter be deemed a separate Lot hereunder.

4.07. Sale of Common Area. Except as otherwise provided in this Declaration, no sale, transfer, dedication, hypothecation, partition, subdivision, abandonment, release or alienation of the Common Area shall, or may be, effected except as provided in the Act.

4.08. Rules and Regulations. The Association shall have the right to adopt, publish and enforce Rules and Regulations governing the Property, the use and enjoyment of the Common Area, and any facilities thereon, and the personal conduct thereon of the Owners, their guests, invitees, members of their families or households and tenants. Such Rules and Regulations shall be reasonable, shall not discriminate against Declarant (or have an adverse impact on Declarant or upon the sale of Lots or the construction of improvements thereon), and must be consistent with this Declaration, the Articles and the Bylaws. Rules and Regulations shall not be effective until written notice thereof has been given by mailing a copy of the Rules and Regulations, postage prepaid, at least ten (10) days before the effective date of the Rules and Regulations, to each Owner addressed to the Owner's address last appearing in the books of the Association.

4.09. Enforcement. Unless otherwise limited by the terms and provisions of the Act, the Association shall have the right, after Notice and Opportunity for Hearing, to levy fines for infraction of the provisions of this Declaration or the Rules and Regulations, provided (a) the Member shall have been warned in writing of a previous infraction within the preceding one (1) year, and (b) the fine conforms to the provisions of Section 9.11.

ARTICLE 5 COMMON AREA EASEMENTS AND RIGHTS OF WAY; ENCUMBRANCES

5.01. Dedications. The Association shall have the power to grant easements in, on, over, through and across the Common Area for any public or quasi-public improvements or facilities and their appurtenances, including, without limitation, street, sewer, drainage, water, gas and sprinkler improvements and facilities, provided (a) any such easement does not unreasonably interfere with the use and enjoyment of the Common Area, and (b) the prior written consent of Declarant shall be obtained so long as Declarant owns any Lot. Each Owner, by accepting a deed to a Lot, expressly grants to the Association an irrevocable power of attorney for the purpose of granting such easements in, on, over, through and across the Common Area. The President or other duly designated officer of the Association may execute, acknowledge and record in the official records of the County a certificate stating that the Board is the attorney in fact for the Owners for the purpose of such grant and that such power of attorney is properly exercisable in accordance with this Declaration. The acts of the Board in exercising its power of attorney shall be conclusively binding on all Owners. The power of attorney herein granted shall include authority to do such acts incidental to such grant and to incur such expenses as may be necessary or convenient in connection therewith. The Board, by resolution, shall instruct the appropriate officers of the Association to make, execute and deliver on behalf of any Owner, as his or her interest may appear, any and all instruments, certificates and documents, including but not limited to, releases, waivers, deeds, escrow instructions and

conveyances of every kind and nature, as may be deemed necessary or convenient for such dedication or grant.

5.02. Encumbrances. The Association shall have the right to borrow money to improve, repair, restore and reconstruct the Common Area and to place liens on the Common Area and otherwise encumber the Common Area for such purposes (a) if a two-class voting structure is in effect, upon the written consent of eighty percent (80%) of the Voting Power of each class of Members of the Association, or (b) if a two-class voting structure is not in effect, upon the written consent of eighty percent (80%) of the total Voting Power of the Association.

ARTICLE 6 COMMON AREA AND LOT MAINTENANCE

6.01. Maintenance by Association. The Association shall repair, maintain, and replace as necessary the Common Area and all improvements, utilities and facilities located thereon and therein. This responsibility shall also include, without limitation, maintenance, repair and replacement of all landscaping and grassed areas, fencing, private roadways, sidewalks, alleyways and streets, retaining walls, signage, Common Area driveways and parking areas, sidewalks, walking paths or nature trails, lakes, ponds or streams, including any retention ponds, swimming pools, cabanas and other recreational facilities, and other improvements or utilities situated on the Common Area. The level, degree, and frequency of maintenance of the Common Area shall be determined by the Board, either directly or at the Board's discretion, through such committee or committees as the Board may appoint pursuant to the Bylaws. The Association's obligation to maintain the Common Area shall not require the Association to seed, sod, mow, or otherwise maintain those Common Areas that are open and unimproved, and such open and unimproved Common Areas may be left in their natural state. The Association may, but shall not be obligated to, provide enhanced landscaping and maintenance to those areas and medians located within the rights-of-way for major streets located within the Property. Any maintenance or enhancement called for herein shall be subject to governmental authorities' rules and regulations in the Town and County.

6.02. Maintenance by Owners. Except to the extent that the Association has the specific responsibility for maintenance under the terms hereof, each Owner, at all times, shall maintain, repair and otherwise be responsible for his or her Lot and the improvements thereon. As provided herein, the Association has certain responsibilities for maintenance of berms, landscaping, retaining walls, and other facilities within the Landscape Easement Areas. If the Association does not maintain the full extent of Landscape Easement Areas, the Owner of the Lot upon which such Landscape Easement Area is located shall be responsible therefor.

Without limiting the generality of the foregoing, and subject to the requirements of Section 13.02 of this Declaration, an Owner shall be responsible for replacement and reconstruction of improvements on his or her Lot required because of damage or destruction by fire or other casualty, and each Owner shall maintain, repair and replace the surface and subsurface drainage facilities and appurtenances located on his or her Lot as may be necessary to maintain good and proper drainage of the property and other real property in the vicinity, except

for such facilities the maintenance of which has been assumed by the County or other governmental entity. If any Owner, after Notice and Opportunity for Hearing, fails to maintain, repair and replace such drainage facilities and appurtenances as required herein, the Association, at the expense of such Owner, shall maintain, repair or replace such drainage facilities and appurtenances at the sole cost and expense of such Owner, and the Board, without the vote or written consent of Members, may levy a special assessment against such Owner to obtain reimbursement therefor as provided in Section 9.07.

No building or other structure shall be placed or permitted to remain on any Lot which may damage or interfere with the use, maintenance, repair or replacement of such drainage facilities and appurtenances and no Owner shall do any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Lots or Common Area as established in connection with the approval of the Map(s) of the Property by the Town or County, except to the extent such alteration in drainage pattern is approved in writing by the Association and all public authorities having jurisdiction. All such drainage facilities and appurtenances shall at all times be accessible to Declarant until Completion of Sales and at all times shall be accessible to the Association and all persons installing, using, maintaining, repairing or replacing such drainage facilities and appurtenances. Declarant may from time to time present for recordation in the official records of the County instruments showing approximate locations of subsurface storm drainage facilities and of subsurface groundwater drainage facilities. If for any reason any such instrument is not accepted for recording, Declarant may deliver such instrument to the Association, and the Association shall maintain the same as part of its permanent records. In either event, each Owner shall be deemed to have notice of the location of such drainage facilities as may be shown in such instrument.

6.03. Negligence. The cost of repair or replacement of any improvement to be maintained and kept in repair by the Association, which repair or replacement is required because of the act or omission of any Owner, shall be the responsibility of and paid for by such Owner, and if not paid by Owner within thirty (30) days from mailing of invoice, the amount of such cost shall be added to and become a part of the assessment to which such Lot is subject.

6.04. Right to Enter. After reasonable notice to the occupant, the Association or its agents shall have access over and upon any Lot when necessary in connection with any repair, maintenance, or replacement of improvements for which the Association is responsible or for the enforcement of this Declaration, and each Owner shall accept title to his or her Lot subject to such right of access of the Association or its agents. Furthermore, the Association or its representative shall have the right to enter any Lot in the case of any emergency threatening such Lot or any other lot for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and shall not require notice.

6.05. Sign and Landscape Easement. Declarant, for itself, its successors and assigns, including but not limited to the Association, hereby reserves easements over any portion of any Lot designated as "LSA," "Landscape Area," "Landscape Easement," "Sign Easement," "Landscape and Sign Easement," "Monument Easement," or other similar designation on Map(s) of the Property recorded in the County (such areas being referred to herein collectively as

"Landscape Easement Areas"), for installation, construction, operation and maintenance of landscaping, berms, monuments, fencing, signage and other improvements as installed by Declarant on such areas. No fences, structures, driveways, plantings, swings or any other objects, temporary or permanent, shall be permitted in such easements other than those initially installed by Declarant, or its designated successor, without Declarant's prior written approval or, after all Lots are occupied by single family owners, the Association's prior written approval. The Association shall at all times have the right of access for its employees, agents and subcontractors over the above-described easement areas for the purpose of constructing, improving, landscaping, planting, mowing and otherwise maintaining the area and amenities within such easements. The Owners of any Lot containing any portion of these easements shall maintain the area not maintained or landscaped by the Declarant or the Association. The reservation of this easement imposes no obligation on Declarant, its successors and assigns, or the Association, to continue to maintain the planting, retaining walls, landscaping or other improvements located within the described Easements.

ARTICLE 7 USE RESTRICTIONS

In addition to the architectural control restrictions set forth in Article 13 below, the following use restrictions apply to the Property:

7.01. Residential Use. Except as otherwise provided in this Declaration, Lots shall be used as a residence for a single family or housekeeping unit and for no other purpose. No rule shall interfere with the Owners' freedom to determine the composition of their households, except that the Rules and Regulations may require that all occupants be members of a single housekeeping unit and may limit the total number of occupants permitted on each Lot on the basis of the size and facilities of the dwelling on such Lot and the fair use of the Common Area. Except with respect to construction trailers or model homes which may be used or occupied by Declarant, no Owner shall use or cause or permit to be used his or her Lot for any business, commercial, manufacturing or mercantile use or purpose, or for any other nonresidential use or purpose. The foregoing notwithstanding, it shall be expressly permissible for Owners to conduct certain business or commercial activities within their residence which do not conflict with local zoning ordinance restrictions and regulations. No such activity shall be conducted which shall unduly burden traffic flows within the Property or cause the parking of non-resident vehicles upon the street for unreasonable or excessive periods of time. It shall be within the discretion of the Board to determine, on a case-by-case basis, which commercial and business related activities will be compatible with the residential nature of the subdivision.

7.02. Unlawful Activity. No unlawful activity shall be conducted on any Lot or in any other part of the Property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment of occupants of Lots. No doorways, walkways or streets shall be obstructed in any manner which would interfere with their use for ingress or egress in the event of fire, earthquake or other emergency.

7.03. Parking. Unless otherwise permitted by the Rules and Regulations no boat, trailer, recreational vehicle, camper or commercial vehicle shall be parked, stored or left (a) on any part of the Common Area, (b) in any driveway, or (c) on any other part of a Lot unless the same is fully enclosed within the garage located on the Lot. Any automobile, motorcycle or non-commercial passenger truck shall be parked, stored or left wholly within the garage located upon the Lot, except to the extent a garage is already occupied to capacity, in which case such vehicle may be parked in the driveway. No inoperable or "junked" automobile, truck, motorcycle, or other motor vehicle shall be parked, stored or left (a) on any part of the Common Area, (b) in any driveway, or (c) on any other part of a Lot unless the same is fully enclosed within the garage located on the Lot. The restrictions set forth in this Section 7.03 shall not apply to sales trailers, construction trailers, or other vehicles which may be used by Declarant and their agents and contractors in the conduct of their business prior to Completion of Sales. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living or dwelling area within the Property. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway within the Property, except in the case of emergency and except as may be permitted by the Rules and Regulations.

7.04. Signs and Curtains. No Owner shall place on or about any window any metallic foil or other coating, substance or material which similarly acts as a reflector of light nor shall an Owner place newspapers or bed sheets in any window. No Owner shall display, hang, store or exhibit any signs (including without limitation political signs) outside of the dwelling on any Lot or in any dwelling so as to be visible from outside the Lot, other than as may be permitted by the Rules and Regulations and the Town. Notwithstanding the foregoing, one sign of customary and reasonable dimensions, conforming to such reasonable standard as may be adopted by the Board, advertising a Lot for sale or rent may be placed by the Owner on his or her Lot in such manner that it will be visible from outside the Lot. Furthermore, such signs as are required to be posted by applicable law may be maintained on the Property, which include certain signs to be initially installed by Declarant indicating the locations of wetlands on Lots, which signs the Owners of the affected Lots shall maintain in place to the extent required by applicable law. The prohibitions in this Section shall not apply to Declarant, or their respective agents, who may erect such signs as Declarant deem desirable to promote the sale of Lots located on their respective properties. Furthermore, the prohibitions in this Section shall not apply to building permits, legal notices, and other signs required by law to be posted on the Lot.

7.05. Antennas. As provided in Article 13, except for such as are covered by, and installed in strict compliance with, the requirements of the Telecommunications Act of 1996, as amended, no Owner shall construct, install, erect or maintain any outside television or radio pole or receiving antenna, including a satellite dish antenna, and no outdoor television antenna or satellite dish may be erected or installed by an Owner or permitted by an Owner to remain on his or her Lot, without the express written approval of the Architectural Control Committee.

7.06. Laundry. No laundry or wash shall be hung to dry (or for any other purpose) at any place visible from outside such Lot. Clotheslines or clothes racks on any portion of any Lot are expressly prohibited, except inside of the residence located upon the Lot.

7.07. Fences. Except that which may be constructed by Declarant on the Property, no fence or wall shall be erected upon any Lot unless plans therefor have been approved, in advance, by the Architectural Control Committee pursuant to the provisions of Article 13. In addition, no fence or wall shall be erected on any Lot closer to the street than the line formed by the exterior face of the rear wall of the dwelling, extended from the rear corners thereof to each of the side lot lines of the Lot, or the side street setback line of the Lot, as the case may be; except that temporary decorative fencing may be installed by the builder of a model home. Notwithstanding the foregoing, in the case of a dwelling having a side service entrance, fencing may be erected on the service entrance side of said Lot along a line three feet to the front of such entrance from the dwelling to the side Lot line (or side street setback, if applicable) and similarly placed on the opposite side of the dwelling. No fence or wall erected on any Lot may exceed six (6) feet in height. Chain link fencing is expressly prohibited.

7.08. Pets.

(a) No animals shall be raised, bred or kept on any Lot or the Common Area, except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets, such as dogs, cats, et cetera, shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months of age. No animal shall be allowed if such animal constitutes an unreasonable annoyance, inconvenience or nuisance to any other Owner. If the Board receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, including, but not limited to a complaint that an Owner's animal is being neglected, improperly treated, or not properly restrained upon such Owner's Lot, or if upon Common Area or within rights-of-way, not properly leashed, the Board shall afford the Owner of such animal Notice and Opportunity for Hearing, and if the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board may require that such animal be removed from the Property.

(b) The Board may adopt Rules and Regulations concerning animals which are more restrictive than the provisions of this Declaration, including (if not already mandated by applicable laws of the Town or County) rules requiring that all animals be kept on a leash when in the Common Area and/or that animals be restricted to designated areas within the Common Area and that Owners be responsible for cleaning up any mess that a pet creates within the Common Area. The Board may adopt a rule prohibiting certain pets, which is more restrictive than the provisions of this Declaration, except that such rule shall not apply to animals residing in the Property at the time such rule is adopted. In any event, the Board at any time may require that any animal found to be an unreasonable annoyance, inconvenience or nuisance be removed as provided in Section 7.08(a).

7.09. Trash and Vegetation. No trash, rubbish, garbage or other waste material shall be kept or permitted upon any Lot or the Common Area, except in sanitary containers located in an appropriate area screened and concealed from view (except for the periods immediately preceding and subsequent to pick up by the applicable disposal service). No weeds, vegetation,

rubbish, debris, garbage, waste materials or materials of any kind whatsoever shall be placed or permitted to accumulate on any Lot or any portion of the Property which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any property in such vicinity. Grass, hedges, shrubs, vines and mass planting of any type on any Lot or any portion of the Property shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to appear neat and attractive. Trees, shrubs, vines and plants which die shall be promptly removed.

7.10. Nuisance. No noxious or offensive activity shall be carried on in or upon any part of the Property nor shall anything be done thereon which may be or become an unreasonable annoyance, inconvenience or nuisance to the residents of the Property or unreasonably interfere with the quiet enjoyment of occupants of Lots. No Owner shall permit anything to be done or kept on his or her Lot which would result in the cancellation of insurance on said Lot or any other residence or any part of the Common Area or which would be in violation of any law.

7.11. Outbuildings and Above-Ground Pools, Flags. In no event shall any outbuilding or other exterior improvement be constructed on any Lot in the front or side yards, as determined by the building lines applicable to the Lot. Except as may be permitted by the Architectural Control Committee, no Owner shall construct, install, erect or maintain upon any Lot any outbuilding or storage shed (unless erected by Declarant), gazebo, trampoline, flag (including the flag of the United States or the State of North Carolina), or awning. No above-ground swimming pool shall be permitted upon any Lot.

7.12. Declarant's Rights. Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, Declarant, its agents, employees and contractors shall not be restricted or prevented by this Declaration from doing, and Declarant, its agents, employees and contractors shall have the right to do such things or take such actions as they deem necessary, advisable or convenient for completion and improvement of the Property as a residential community and for the sale, rental or other disposition of Lots in the Property. The rights of Declarant, its agents, employees and contractors shall include, without limitation:

- (a) The right and easement of ingress in, over and upon the Common Area for the purpose of performing on any part or parts of the Property acts deemed necessary, advisable or convenient for the completion and improvement of the Property as a residential community and for the sale, rental or other disposition of Lots;
- (b) The right to erect, construct, maintain, demolish or remove structures and other improvements on any Common Area as they deem necessary, advisable or convenient for the completion and improvement of the Property as a residential community and for the sale, rental or other disposition of Lots; and
- (c) The right to use Lots and improvements owned by Declarant as models, sales offices and contractor's offices and to construct and display promotional, informational and directional signs and other sales aids on or about any portion of the Property.

The rights reserved under this Section shall terminate one (1) year after the Completion of Sales. Amendment of this Section shall require (a) if a two-class voting structure is in effect, the vote or written consent of seventy-five percent (75%) of the Voting Power of each class of Members of the Association; or (b) if a two-class voting structure is not in effect, the vote or written consent of both seventy-five percent (75%) of the total Voting Power of the Association and of the total Voting Power of the Association residing in Members other than Declarant. Further, no amendment of this Section can be made without the written approval of Declarant.

7.13. Right to Enter. Any governmental agency, including, but not limited to the Town and County, their agents, and employees, shall have the right of immediate access to the Common Area at all times if necessary for the preservation of public health, safety and welfare.

7.14. Wetlands: Special Flood Hazard Area. The areas within the Property shown as "Wetlands" on any Map thereof shall be maintained in perpetuity in their natural state or condition. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; nor cut, remove, or harm any vegetation; nor construct any structures, nor allow animal grazing or watering or any other agricultural use on such "Wetlands." This covenant is intended to ensure continued compliance with all applicable zoning requirements and all applicable requirements of the United States of America, U.S. Army Corps of Engineers. This covenant is to run with the land, and shall be binding on the Declarant, the Association and each and every Owner of any portions of the Property. If the "Wetlands" are authorized pursuant to a permit issued by the U.S. Army Corps of Engineers, this Section 7.14 cannot be amended without the express written consent of the U.S. Army Corps of Engineers. Moreover, the Flood certification shown on Plats recorded in Cabinet K, Files 50, 51 and 52 of the Union County Public Registry titled Fieldstone Farm, Map 1, Indian Trail, Union County, NC indicate that the Common Areas shown thereon are located in a Special Flood Hazard Area as shown on maps prepared by the Federal Emergency Management Agency, Federal Insurance Administration dated July 5, 1994.

7.15. Tree Save Areas. No cutting or removal of trees shall be permitted in those portions of the Property shown as "Tree Save" on the Map except as allowed by applicable governmental requirements and approved by the Board.

ARTICLE 8 MEMBERSHIP AND VOTING RIGHTS

8.01. Governing Body. The Association shall be the governing body for all Owners with respect to the management, administration, maintenance, repair and replacement of the Property, as provided by this Declaration and the Bylaws.

8.02. Membership. Membership in the Association shall be composed of and limited to Owners. Each Owner, including Declarant, shall automatically be a Member of the Association and entitled to vote as set forth below. Membership shall be apportioned to and may not be separated from ownership of a Lot. Upon termination of ownership, an Owner's membership shall automatically terminate and be automatically transferred to the new Owner of the Lot.

8.03. Voting. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of Declarant; provided, however, that Declarant shall become a Class A Member when its Class B membership ceases as provided hereinafter. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be Members, but no more than one vote shall be cast with respect to any Lot. The vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves. In the event of disagreement, the decision of Members holding a majority of interest in such Lot shall govern. Unless otherwise notified by a co-owner as to a dispute between the co-owners regarding their vote prior to the casting of that vote, the vote of any co-owner shall be conclusively presumed to be the majority vote of the Owners of that Lot.

Class B. Class B Member shall be Declarant which shall be entitled to three (3) votes for each Lot owned. If the Declarant shall ever terminate the Class B Membership, the Declarant shall thereafter hold Class A Membership for each Lot it owns.

8.04. Commencement of Voting Rights. Voting rights attributable to an ownership interest shall not vest until the assessment against that interest has been levied by the Association as provided in Article 9; provided, however, that voting rights shall be immediately vested with respect to the approval of any amendments to this Declaration.

8.05. Declarant's Voting Rights. Declarant shall have the right to cast votes attributable to Lots owned by Declarant on all matters submitted to a vote of the Members.

ARTICLE 9 COVENANTS FOR ASSESSMENTS

9.01. Covenant to Pay Assessments; Lien. Declarant, for each Lot owned by Declarant, hereby covenants to pay, and every Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay, to the Association such regular annual assessments or charges, additional annual assessments are provided in Section 9.14 below, and such special assessments or charges as may be levied by the Association pursuant to the provisions of this Declaration. The amount of any such annual or special assessment plus any other charges thereon, such as interest, late charges and costs (including attorneys' fees), as such may be provided in this Declaration, shall be and become a lien upon the Lot assessed when the Association causes to be recorded in the official records of the County a notice of assessment, which notice shall state:

- (a) The amount of such assessment and such other charges thereon as may be authorized by this Declaration;

- (b) A description of the Lot against which the same has been assessed; and
- (c) The name of the record owner of the Lot assessed.

Such notice shall be signed by an authorized representative of the Association. Upon payment of such assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Association, at the Owner's cost and expense, shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The lien provided for herein shall be prior to all other liens recorded subsequent to the recordation of such notice of assessment. The lien may be enforced by foreclosure in accordance with North Carolina law, or in any other manner permitted by law. The Association shall have power to purchase the Lot at a foreclosure sale and to hold, lease, mortgage and convey the same.

9.02. Personal Obligation. Each regular annual or special assessment, together with any late charges, interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of each person or entity who held an ownership interest in the Lot at the time such assessment was levied. If more than one Person held an ownership interest in the Lot at such time, the personal obligation to pay such assessment or installment respecting such Lot shall be both joint and several. No Owner may exempt himself or herself from payment of assessments, or installments, by waiver of the use or non-use of common facilities within the area or of any other portion of the Common Area or by abandonment or leasing of his or her Lot.

9.03. Use of Assessments. Regular annual or special assessments paid by Declarant and other Owners shall be used to pay for operation, maintenance, preservation, enhancement, repair and improvement of the Common Area, and of landscaping, berms, monuments, signs, and other facilities within Landscape Easement Areas located on Lots, to make lease payments on all leased street lights located within public street rights-of-way within the Property, to pay premiums on all insurance maintained by the Association, and for other purposes reasonably related to the foregoing, and to promote the recreation, health, safety and welfare of the Owners. In addition, such assessments shall be used to pay the cost of administration of the affairs of the Association, including payment of applicable taxes, and for the preservation of the Association's existence, to the extent properly allocable to the performance and exercise of the Association's duties and powers under this Declaration. The foregoing is intended as an authorization of the Association and shall not be construed to require expenditure of Association funds for any particular purpose.

9.04. Reserve Funds. The Board shall establish and maintain reserves in accordance with standard accounting practices and procedures for Common Area replacements and maintenance and the initial budget of the Association. Such reserves shall include additional annual assessments collected from the Owners of Lots as referred to in Section 9.14. Each budget subsequently adopted by the Board shall provide for funds to be placed in reserves in at least the amount of reserves established in the initial budget unless a lower level of reserves is approved by the vote or written consent of a majority of the Voting Power of (a) if a two-class voting structure is in effect, by the vote or written consent of a majority of the Voting Power of

each class of Members or (b) if a two-class voting structure is not in effect, by the vote or written consent of a majority of the total Voting Power of the Association. Funds deposited in reserve for a particular purpose shall be held for that purpose and shall not be expended for any other purpose without (i) if a two-class voting structure is in effect, the vote or written consent of a majority of the Voting Power of each class of Members, or (ii) if a two-class voting structure is not in effect, the vote or written consent of a majority of the total Voting Power of the Association, except that if the Board determines that funds held in reserve for a particular purpose exceed an amount reasonably required as a prudent reserve for that purpose, then, without the vote or written consent of Members, the excess may be allocated to any other reserve fund established by the initial budget of the Association and expended for the purpose for which such other reserve fund has been established.

9.05. Regular Assessments.

(a) The regular annual assessment for each Lot for the first assessment year shall be a maximum of \$440.00 per Lot owned by a Class A Member, which shall be paid quarterly, and \$25.00 per Lot owned by a Class B Member; provided, however, that if the first assessment year shall have fewer than twelve months, the foregoing amounts shall be proportionately reduced. The Board shall adopt a proposed budget and fix the amount of the regular annual assessment and additional annual assessment provided for in Section 9.14 below as to each Lot for each subsequent calendar year at least thirty (30) days prior to January 1 of such calendar year. The Association shall send written notice of the amount of the regular annual assessment and additional annual assessment and a summary of the proposed budget, as well as the amount of the payment due, to each Owner within thirty (30) days after the adoption by the Board of such budget. To the extent required by North Carolina General Statutes 47F-3-103(c) or other applicable law, such notice shall include notice of a meeting of the Members to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. If such a meeting is required by N.C. General Statutes 47F-3-103(c), or other applicable law, the Board shall set a date for a meeting of the Members to consider ratification of the budget to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary and notice. If such meeting is required as set forth above, there shall be no requirement that a quorum be present at the meeting. If the proposed budget to be voted on at any such meeting is within the maximum increase limits set forth in subsection (b) below, the budget is ratified unless at such meeting Members exercising all of the Voting Power in the Association reject the budget. If the proposed budget to be voted on at any such meeting exceeds the maximum increase limits set forth in subsection (b) below, the budget is ratified unless at such meeting Members exercising a majority of the Voting Power in the Association reject the budget. The failure of the Association to send, or of a Member to receive, such notice shall not relieve any Member of the obligation to pay Annual Assessments.

(b) For years following the year in which the initial conveyance of a Lot by Declarant to the third party for occupancy as a residence occurs and thereafter, the Board, by a vote in accordance with the Bylaws, without a vote of the Members (unless required under N.C. General Statute 47F-3-103(c) or other applicable law, in which case the procedures set

forth in subsection [a] above shall apply), may increase the regular annual assessment each year by a maximum amount equal to the previous year's regular annual assessment times the greater of (i) forty percent (40%) or (ii) the annual percentage increase in the CPI for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then the index most similar to the CPI (published by the United States Government indicating changes in the cost of living) shall be used.

(c) From and after the first year of regular annual assessments, the maximum annual assessment may be increased above the maximum amount set forth above by a vote of a majority of the Voting Power, plus the written consent of Declarant (so long as Declarant owns any part of the Property).

(d) The Board may fix the regular annual assessment at an amount not in excess of the maximum set forth above (the "Maximum Annual Assessment"), subject to the procedures set forth in subsection (a) above if applicable. If the Board shall levy less than the Maximum Annual Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by vote in accordance with the Bylaws, levy a supplemental annual assessment ("Supplemental Annual Assessment"), subject to the procedures set forth in subsection (a) above, if applicable. In no event shall the sum of the regular annual and Supplemental Annual Assessments for any year exceed the applicable Maximum Annual Assessment for such year other than as set forth herein.

9.06. Special Assessments. In addition to the regular annual assessments authorized herein, the Board may levy, in any assessment year, a special assessment against all Owners 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 capital improvements and related fixtures and personal property on or comprising a part of the Common Area; provided, however, any such assessment shall be in the ratio of three (3) to one (1) for Lots owned by Class A Members [3] and Class B Members [1], respectively, and further provided in any fiscal year, special assessments which exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year may not be levied without (a) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members of the Association or (b) if a two-class voting structure is not in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association.

9.07. Assessment as Remedy. After Notice and Opportunity for Hearing, the Board, without the vote or written consent of Members, may levy a special assessment against an Owner as a remedy to reimburse the Association for costs (including attorneys' fees) incurred in bringing the Owner, his or her Lot or his or her residence into compliance with the provisions of this Declaration, the Bylaws or the Rules and Regulations.

9.08. Allocation of Assessments. All regular and special assessments shall be levied equally against all Owners, except:

(a) regular assessments levied on Lots owned by the Class B Member shall always be \$25.00 per annum; and

(b) special assessments shall be in the ratio of three (3) to one (1) for Lots owned by Class A Members [3] and Class B Members [1], respectively.

9.09. Commencement of Assessments. The regular annual assessments provided for herein shall commence as to all Lots in Fieldstone Farm subject to this Declaration on the first day of the month next following the conveyance of the first Lot improved with a dwelling to a purchaser (other than a successor Declarant) for use as a residence. The first assessment year shall be the period commencing on the date regular annual assessments commence and ending on the December 31 next following. The regular annual assessment for the first assessment year shall be prorated from the amounts fixed by the Board for a full twelve-month year, based on the number of months to be contained in the first assessment year. Subsequent assessment years shall be each successive calendar year; provided, however, that at any time the Board may change the assessment year to correspond to a fiscal year selected by the Board. Assessments of Lots within each Phase of the Property which is annexed in accordance with the provisions of Article 15 below shall commence on the first day of the month next following the conveyance of the first Lot improved with a dwelling to a purchaser (other than a successor Declarant) for use as a residence.

9.10. Revised Assessments. Subject to the provisions of Section 9.05, if at any time during the course of any year the Board shall deem the amount of the regular annual assessment to be inadequate or over adequate by reason of a revision of its estimate of either expenses or income or otherwise, the Board shall have the right, at a regular or special meeting, to revise the regular annual assessment for the balance of the assessment year. Any such revised assessment shall become effective on the first day of the month next following the date of adoption, and additional amounts payable shall be due (or refunds of overages shall be made by the Association) at such time as determined by the Board.

9.11. Delinquent Assessments; Fines. Any assessment not paid within ten (10) days after the due date shall be delinquent. The Board may require that any delinquent assessment bear a late charge to cover administrative expenses incurred as a result of the late payment of the assessment. Late charges on delinquent assessments and fines levied as provided in Section 4.09 may be imposed in an amount not to exceed \$150.00 per day (or such greater amount as may be permitted by the Act) for each day that the violation continues. The Association may bring a legal action against the Owner personally obligated to pay a delinquent assessment or fine and, after Notice and Opportunity for Hearing, the Association may suspend a delinquent Owner's membership rights in the Association while the assessment or fine remains unpaid. In any legal action to enforce payment of an assessment or fine, the Association shall be entitled to recover interest, costs and reasonable attorneys' fees.

9.12. Subsidy. Declarant will subsidize the difference between revenues received through annual assessments and those assessments described in Section 9.13 and 9.14 of this Declaration, and all reasonable expenses of the Association until such time as Class B membership ceases to exist, unless the Members reject the budget proposed by the Board

pursuant to Section 9.05 above, in which event Declarant shall subsidize only the difference between such Board proposed budget and the reasonable expenses of the Association.

9.13. Purchaser Contributions. Notwithstanding any provision contained herein or in any other document or instrument to the contrary:

(a) every Owner (other than a successor Declarant) who purchases a Lot from Declarant shall pay to Declarant at the time of the closing of such purchase a non-refundable contribution fee in the amount of \$400.00, which amount may be utilized by Declarant, its successors or assigns, for any purposes relating to the Common Areas, easement areas within the Property with respect to which the Association has maintenance responsibilities, or for any expense or liability of the Association, including without limitation operating expenses and capital expenditures. It is expressly provided herein that such contributions shall not be held in reserve for the benefit of the Owner paying such amount at closing, shall not be required to be held in an interest bearing account, and may be commingled by Declarant with its other funds.

(b) every Owner who purchases a Lot from a party other than Declarant or a successor Declarant (including without limitation all resales of Lots to any party, following the initial sale and conveyance by Declarant to the first purchaser) shall pay to the Association at the time of the closing of such purchase a non-refundable contribution fee in an amount equal to the then current regular annual assessment applicable to Class A Lots (or such lesser amount as may established from time to time by the Board), which amount may be utilized by the Association for any purposes relating to the Common Areas, easement areas within the Property with respect to which the Association has maintenance responsibilities, or for any expense or liability of the Association, including without limitation operating expenses and capital expenditures. It is expressly provided herein that such contributions shall not be held in reserve for the benefit of the Owner paying such amount at closing, shall not be required to be held in an interest bearing account, and may be commingled by the Association with its other funds.

9.14. Additional Assessments. Declarant reserves the right, by recordation of Supplemental Declarations, Additional Declarations or other documents, to subject Lots located in one or more phases or sections in Fieldstone Farm to provisions requiring the Owners thereof to pay additional annual and special assessments to the Association, or to an owners association established under an Additional Declaration, for the construction, repair, maintenance, alteration and replacement of, without limitation, any one or more of the following: (i) private streets; (ii) specialized subdivision entrances or other features; (iii) specialized subdivision landscaping features; and (iv) exterior maintenance.

Except to the extent provided in any Supplemental Declaration or Additional Declaration applicable to a future Phase, all of the provisions of this Declaration relating to annual and special assessments shall apply to the additional annual and special assessments.

ARTICLE 10 INSURANCE

10.01 Insurance Requirements under the Act. Section 47F-3-113 of the Act requires certain insurance to be carried by the Association and provides for the distribution of insurance proceeds, requires certain provisions for property and liability insurance and governs repairs made with insurance proceeds. In the event the insurance requirements of this Article 10 conflict with, or fail to incorporate, the provisions of Sections 47F-3-113 of the Act, the provisions of the Act shall apply and govern.

10.02. Duty to Maintain Insurance.

(a) The Association shall have the duty and the authority to maintain fire and extended coverage casualty insurance on the Common Area in an amount not less than the full insurable value thereof (based upon current replacement cost), and liability insurance with limits in and amounts adequate, under standards in the insurance industry existing from time to time, to protect the Association and the Owners in the event of property damage, personal injury or death occurring in or about the Property. The Board shall have the authority to settle or enforce on behalf of the Association and on behalf of the Owners, by legal action or otherwise, any claim arising under any insurance carried by the Association.

(b) Each Owner shall maintain casualty and personal liability insurance pertaining to his or her Lot, in such form and in such amounts as the Rules and Regulations may require.

(c) All policies of insurance carried by the Association or the Owners shall include a waiver of subrogation if such waiver can reasonably be obtained, unless otherwise provided in the Rules and Regulations.

(d) Notwithstanding any other provisions contained herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development properties established by the Federal National Mortgage Association and Government National Mortgage Association, so long as either is a Mortgagee or Owner of a Lot within the Property, except to the extent such coverage is not available or has been waived in writing by the Federal National Mortgage Association or Government National Mortgage Association.

10.03. Proceeds of Insurance. The proceeds of casualty insurance carried by the Association shall be paid to and held by the Association as trustee for the Owners, Declarant and Mortgagees for disbursement in accordance with the provisions of this Declaration.

Except as otherwise provided herein, casualty insurance proceeds shall be used for repair, replacement or reconstruction to the extent required to effectuate repair, replacement or reconstruction of the Common Area.

**ARTICLE 11
DAMAGE AND DESTRUCTION**

11.01. Damage to Lots. Except to the extent specifically provided herein, or in any Supplemental Declaration or Additional Declaration, restoration and repair of damage to any Lot (including, in accordance with the definition of "Lot," the improvements thereon) shall be made by and at the expense of the Owner thereof.

11.02. Damage to Common Area. Restoration and repair of damage to any Common Area shall be made at the expense of the Association unless, under the provisions of Section 47F-3-113(g), the repair or restoration is not required to be effected. If the work is to be accomplished, the Association shall promptly contract for the repair, restoration or reconstruction and, if necessary, collect from the Insurance Trustee any proceeds of insurance as received in accordance with Section 10.03. The difference, if any, between the insurance proceeds payable by reason of such repairs and the cost thereof may be recovered by one or more special assessments levied by the Board equally against all Owners.

Funds collected and held by the Insurance Trustee shall be disbursed by the Insurance Trustee for the purpose of repair, restoration or reconstruction in accordance with the terms and conditions of repair or reconstruction contract(s) between the Association and Persons engaged to perform the work. Funds from any special assessment shall be delivered to and held in trust by the Insurance Trustee and shall be held and disbursed for repair, restoration and reconstruction in the same manner as insurance proceeds. The Insurance Trustee may invest and reinvest funds held by it in a manner consistent with its duties as trustee. The Insurance Trustee shall be entitled to a reasonable fee for its services.

**ARTICLE 12
EMINENT DOMAIN**

12.01. Eminent Domain. Notwithstanding any provision contained herein to the contrary, in the event of a taking of all or any portion of a Lot or all any portion of the Common Area by eminent domain, or by conveyance in lieu thereof, the awards paid on account thereof shall be applied in accordance with Section 47F-1-107 of the Act. If all or any portion of the Common Area is taken by action in eminent domain (hereinafter called a "taking"), the Association shall give written notice of the proceedings to all Owners and Mortgagees, and the condemnation award shall be fairly and equitably apportioned among the Owners, Mortgagees and the Association as provided in the Act.

12.02. Repair, Restoration, Reconstruction. If only a portion of a Common Area facility is taken, the Board shall promptly contract for the repair, restoration or reconstruction of the Common Area facility to a complete architectural unit, to the extent such repair, restoration and reconstruction is reasonably necessary and practical. If the cost of repair, restoration and

reconstruction of the Common Area exceeds the amount awarded by the court for such purposes, the difference may be recovered by a special assessment levied equally against all Owners.

ARTICLE 13 ARCHITECTURAL CONTROL

13.01. Architectural Control. No building, swimming pool, spa, statuary, flag, flag pole, sign, banner, mailbox, basketball goal or other sports equipment (permanent or portable), fence, wall, gazebo, or any other structure or improvement shall be placed, erected, commenced, constructed, demolished, rebuilt or altered upon any Lot or attached or affixed to any improvement upon any Lot nor shall any exterior addition to or change or alteration of a residence building be made, including, but not limited to, color or painting of the exterior (other than maintenance to and touch-up painting to preserve the original exterior paint) or change of the type of exterior finish, the installation of aerials, satellite dishes, flags or awnings or the addition of any exterior attachment (such as a storm door) until an application, including plans and specifications showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to and approved in writing by an Architectural Control Committee which has been empowered by the Board to approve such applications and comprised of three (3) or more Association Members who have been appointed by the Board; provided, however, that no such approval shall be required for alterations solely to the interior of any residential structure. Notwithstanding the foregoing, until Completion of Sales has occurred, Declarant shall have the sole right to appoint the Architectural Control Committee, and Declarant shall be entitled to appoint such persons as Declarant may desire, whether or not they are Members of the Association. At the end of Completion of Sales, or at such earlier time as Declarant elects to relinquish its right to appoint the Architectural Control Committee, the Board shall appoint three (3) or more Association Members to the Architectural Control Committee. The Architectural Control Committee may require a reasonable fee to accompany each application for approval. Absent such approval, the proposed alteration or improvement may not be commenced. THE RESTRICTIONS HEREIN CONTAINED SHALL HAVE NO APPLICATION TO THE DEVELOPMENT, IMPROVEMENT, MAINTENANCE AND REPAIR OF THE PROPERTY BY DECLARANT OR BY THE ASSOCIATION, AND NEITHER THE BOARD NOR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE ANY POWER OR AUTHORITY TO REVIEW OR REQUIRE MODIFICATIONS IN PLANS AND SPECIFICATIONS FOR CONSTRUCTION OR INSTALLATION OF IMPROVEMENTS BY DECLARANT.

The installation of antennae and of satellite dishes or disks shall be permitted on a Lot if accomplished in strict compliance with the limitations and conditions imposed by the Telecommunications Act of 1996, as amended from time to time, but no antenna or disk which is in any dimension larger than prescribed by the Act or which is not installed in accordance with the advance notice requirements and location guidelines of the Act may be installed or maintained on any Lot except with the prior written approval of the Architectural Control Committee.

13.02. Reconstruction of Residences. In the event of damage or destruction to a residence by fire or other casualty, the Owner shall within four (4) months diligently commence to reconstruct such residence as soon as reasonably possible and substantially in accordance with the original plans and specifications thereof; provided, however, that such residence shall be restored so that the exterior appearances thereof substantially resemble their appearances in form and in color prior to such damage or destruction. Notwithstanding the foregoing, however, any Owner of a damaged residence may request permission from the Board or duly authorized architectural control committee to reconstruct or repair his or her residence in accordance with revisions in the plans and specifications. The Board or said committee shall grant such requests only in the event that the proposed change or deviation will materially benefit and enhance the entire Property in a manner generally consistent with the plan and development thereof.

ARTICLE 14

MORTGAGE PROTECTION

14.01. Interpretation. In the event any provision of this Article 14 is inconsistent with or contrary to any other provision of this Declaration, the provisions of this Article 14 shall control.

14.02. Notices. Any Mortgagee of any Lot, by written notice to the Association setting forth the Lot encumbered, the Owner thereof and the address to which notices may be sent, may request and thereby be entitled to receive written notice from the Association of (a) any default which is outstanding for sixty (60) days or longer by the Owner of such Lot in the performance of his or her obligations under or in compliance with the provisions of this Declaration, the Bylaws or the Rules and Regulations, (b) any substantial damage to or destruction of the Common Area, including the improvements located thereon, or, if known to the Association, any substantial damage to or destruction of a Lot, including the improvements located thereon, and (c) any proposed or threatened taking by power of eminent domain of the Common Area or any portion thereof or of any Lot or portion thereof.

14.03. Mortgagee's Right to Information. Upon written request to the Association, a Mortgagee is entitled to: (a) inspect the books and records of the Association during normal business hours; (b) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Property; and (c) receive written notice of all meetings of the Association and to designate a representative to attend all such meetings.

14.04. Damage and Destruction Rights. In the event of substantial damage to or destruction of any Lot or improvements to a Lot or any part of the Common Area no provision of any document establishing the Property shall entitle the Owner of a Lot or other party to priority over such Mortgagee with respect to the distribution to such Owner of any insurance proceeds.

14.05. Condemnation Rights. If any Lot or portion thereof or the Common Area or any portion thereof is made the subject matter of any condemnation proceedings or is otherwise sought to be acquired by a condemning authority, no provision of any document establishing the Property shall entitle the Owner of a Lot or other party to priority over such Mortgagee with respect to the distribution to such Owner of the proceeds of any award or settlement.

14.06. Subordination. No provisions contained in this Declaration shall defeat or render invalid the lien of any Mortgage which is made in good faith and for value. The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage recorded prior to the date any such assessment becomes due. This subordination shall apply only to assessments on a Lot which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or exercise of power of sale. Any Mortgagee who acquires title to or comes into possession of a Lot pursuant to exercise of remedies provided for in the Mortgage, including foreclosure by judicial action or exercise of a power of sale, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against the Lot which have accrued prior to the time such Mortgagee or purchaser acquires title to or comes into possession of the Lot; provided, however, this exception shall not be applicable to any claim for assessments or charges levied by the Association against all Lots for the purpose of recovering any revenue lost by reason of the nonpayment of past due assessments upon such Lot; and provided further, that except as otherwise provided in this Section, all of the limitations, restrictions, covenants, conditions, easements, liens, charges, assessments, and equitable servitudes contained herein shall be binding upon any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise. Except as provided above, the sale, transfer or conveyance of title to a Lot shall not relieve a selling Owner from personal liability for any assessments which became due and payable prior to such sale, transfer or conveyance, nor relieve such Lot from a duly recorded lien for any such prior unpaid assessment.

14.07. Payments by Mortgagees. Any Mortgagee, after at least ten (10) days' prior written notification to the Association of the items to be paid and the failure of the Association within such time to make payment, may pay, alone or in conjunction with other Mortgagees, delinquent taxes, liens or assessments which may be or become a charge against the Common Area, or any portion thereof, and any overdue premiums on policies of fire and extended coverage insurance for the Common Area and in the event of a lapse of such a policy of insurance, may pay premiums to secure a new policy. In the event such payments are made, the Mortgagee making such payment shall be entitled to immediate reimbursement from the Association to the extent of the payment made.

14.08. Professional Management. In the event that Declarant or the Association enters into any contract with any person or entity to provide management or maintenance services to the Property, such contract shall not exceed one (1) year and shall provide that the Association shall have the right to terminate the contract for cause upon thirty (30) days' written notice and without cause upon ninety (90) days' written notice, without payment of a termination fee.

ARTICLE 15 ANNEXATION

15.01. Right to Annex. Declarant shall have the right to annex to Fieldstone Farm subdivision, thereby bringing within the scheme of this Declaration and subject to the jurisdiction of the Association, part or all of the Additional Land. Annexation of any real property other than Declarant's annexation of the Additional Land shall require the vote or

written consent of not less than sixty-seven percent (67%) of the total Voting Power of the Association residing in Members other than Declarant. Annexation of additional property may be accomplished in Phases.

15.02. Procedure for Annexation. Any annexation shall be made by recordation of a Supplemental Declaration covering the real property to be annexed. The Supplemental Declaration shall describe the real property to be annexed and state that annexation is being made pursuant to this Declaration for the purpose of extending the jurisdiction of the Association to cover the property described therein. The Supplemental Declaration may contain such complementary additions and modifications to the terms of this Declaration as may be necessary or desirable to reflect the different character, if any, of the Phase being annexed and as are not inconsistent with the general scheme of this Declaration. Annexation shall be effective upon recordation of the Supplemental Declaration and thereupon the real property described therein shall be subject to all of the provisions of this Declaration, to the extent made applicable by this Supplemental Declaration, and to the jurisdiction of the Association pursuant to the terms of this Declaration, the Articles and Bylaws.

15.03. Annexed Property. Each Owner of a Lot in an annexed Phase automatically shall be a Member of the Association and such Owners and annexed real property shall be subject to assessment by the Association for the benefit of the Property or any part thereof. Assessments of Lots in an annexed Phase shall commence upon the last to occur of: (a) commencement of regular annual assessments for the Property, and (b) the first day of the month next following the first conveyance of a Lot in such Phase to a purchaser, as provided in Section 9.09. The Association shall have the duties, responsibilities and powers set forth in this Declaration, the Articles and Bylaws with respect to annexed real property. Except as may otherwise be expressly provided in this Declaration or any Supplemental Declaration, the Property shall be managed and governed by the Association as an entirety. Assessments collected from Owners in the Property may be expended by the Association anywhere in the Property without regard to the particular Phase, area or subdivision from which such assessments came, except as provided herein with respect to additional annual assessments (see Section 9.14 above), and except as may be otherwise provided in a Supplemental Declaration or Additional Declaration. All Owners shall have ingress and egress to and from all the Common Area throughout the Property and any Phase thereof and shall have use and enjoyment of any Common Area facilities and other amenities contained within the Common Area throughout the Property; provided that any such use shall be subject to the provisions of this Declaration, any Supplemental Declaration, the Bylaws and the Rules and Regulations.

ARTICLE 16 INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any and all persons who may serve or who have served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made

parties, or a party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or an officer of the Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding guilty of willful and intentional negligence or misconduct in the performance of his or her duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

The provisions hereof shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, By-law, agreement, vote of Association Members or otherwise. In the event of death of any officer or director, the provisions hereof shall extend to such person's legal heirs, representatives, successors and assigns. The foregoing rights shall be available whether or not such person or persons were in fact directors or officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the adoption of this Declaration.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.01. Conflict with the Act; Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or affect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.

17.02. Interpretation of Declaration. Whenever appropriate, singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely the part in which they appear.

17.03. Law Controlling. This Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

17.04. Power to Settle Claims. The Board shall have the power and authority to compromise, settle, release and otherwise adjust claims, demands, causes of action and liabilities in favor of the Association and the Owners, on behalf of the Association and Owners, as the case may be, provided any such claim, demand, cause of action or liability arises out of or relates to a condition or defect common to all or a majority of the Lots or improvements constructed thereon, or to the development, design, construction, condition, repair or maintenance of or damage or

injury to or defect in the Common Area or part thereof, and the Association shall have the right and the power to make and receive all payments or other consideration necessary therefor or in connection therewith. For such purposes, the Board shall be, and hereby is, irrevocably appointed attorney in fact to act on behalf of all Owners upon such terms and conditions and for such consideration as may be approved by a majority of the Board.

17.05. Independence of Provisions. The provisions of this Declaration shall be deemed independent and severable. Invalidation or partial invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision of this Declaration, and the remaining provisions shall remain in full force and effect.

17.06. Notices. Notices shall be in writing and shall be addressed as follows: (a) if to an Owner, to the address of his or her Lot; (b) if to Declarant, to Centex Homes, One LakePointe Plaza, 4235 South Stream Blvd., Suite 400, Charlotte, NC 28217; (c) if to the Association, Centex Homes, One LakePointe Plaza, 4235 South Stream Blvd., Suite 400, Charlotte, NC 28217. The Association may designate a different address for notices by giving written notice of such change of address to all Owners and to Declarant. Declarant may designate a different address for notices by giving written notice of such change of address to all Owners and to the Association. Any Owner may designate a different address for notices by giving written notice of such change of address to the Association and to Declarant.

17.07. Headings. The headings used in this Declaration are for convenience and reference only and the words contained therein shall not be held to expand, modify, or aid in the interpretation, construction, or meaning of this Declaration.

17.08. Enforcement; Litigation. The Association, Declarant or any Owner shall have the right, but not the obligation, on its own behalf or on behalf of others, to enforce the provisions of this Declaration or any Supplemental Declaration. Enforcement of the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens for which provision is made in this Declaration shall be by a proceeding at law or in equity (or otherwise, as provided in this Declaration) against any person or persons violating or attempting to violate any such control, covenant, condition, restriction, easement, development guideline, charge or lien, either to restrain such violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, Declarant or any Owner to enforce any such control, covenant, condition, restriction, easement, development guideline, charge or lien shall in no event be deemed a waiver of the right to do so thereafter or of any other or future violation of any thereof. Except as otherwise expressly provided in this Declaration, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of no less than sixty-seven percent (67%) of all votes entitled to be cast by the Class A Members, which vote is taken at a duly held meeting of the Members at which a quorum is present, all in accordance with the Bylaws. The immediately preceding sentence shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration, (b) the imposition and collection of assessments, charges or other fees hereunder, (c) proceedings involving challenges to ad valorem taxation, (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services to the Project.

17.09. Equal Opportunity Housing. This Property provides equal opportunity housing. Each Lot sold shall be sold without regard to the race, creed, color, national origin, ancestry, religion, marital status, familial status, handicap, age or sex of the purchaser.

17.10. Amendments. This Declaration may be amended only in strict compliance with the Act, including, without limitation, Section 47F-2-117 of the Act, except that no Amendment altering or impairing Special Declarant Rights or altering or impairing any other right or easement in favor of Declarant may be made without the written consent of the Declarant.

Notwithstanding the foregoing, during that period commencing with the recordation of this Declaration and ending with the Completion of Sales, Declarant may amend this Declaration without the approval of any Member or Mortgagee provided the amendment does not materially alter or change any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Area as set forth in this Declaration and the amendment does not adversely affect the title to any Lot.

Any other amendments of this Declaration shall require (a) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members of the Association as such classes are set forth in the Bylaws and this Declaration; or (b) if a two-class voting structure is not in effect, the vote or written consent of both sixty-seven percent (67%) of the Voting Power of the Association and the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association residing in Members other than Declarant; provided, however, that the percentage of the Voting Power (of each class of Members, of the Association, and of Members other than Declarant) necessary to amend a specific provision of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that provision; and provided further that no such amendment shall be effective unless it is approved in writing by Declarant, as long as Declarant owns any portion of the Property.

Any instrument amending this Declaration, other than an amendment made by Declarant pursuant to its power to amend as set forth herein, must contain a certification by the Secretary of the Association that the amendment has been correctly adopted in accordance with the provisions of this Declaration and be recorded in the official records of the County. Any such amendment shall be effective upon the date of recordation.

ARTICLE 18 TOWN OF INDIAN TRAIL ZONING REQUIREMENTS

Notwithstanding anything to the contrary set forth in this Declaration, each of the following zoning requirements shall control so long as such zoning requirements are in effect.

18.01. Vinyl Siding. The use of vinyl siding as an exterior building material on the improvements located on the Lots is prohibited except for vinyl shake used as an accent material.

18.02. Shutters. All windows on the side elevation of a dwelling constructed on a corner Lot that faces a public street must have shutters that match in color, material and general shape to

the shutters on the front elevation. Side elevations located on corner Lots which do not have windows shall have installed closed shutters on the elevation to give the appearance of a window.

18.03. Dwellings constructed on a Slab. Dwellings constructed on a slab shall provide a minimum twelve inch (12") brick or stone veneer skirt (showing from the finished grade) extending up the face of the slab.

18.04. Trees. One (1) tree shall be installed on each Lot and two (2) trees shall be installed on each corner Lot. Each tree shall be a minimum of two inches (2") in caliper at the time of installation.

18.05. Compliance with Indian Trail Zoning. All Owners of Lots shall adhere to all restrictions set forth in the Indian Trail Zoning Ordinance, Subdivision Ordinance, Conditional Use Permit and all relevant regulations.

18.06 Sale of Common Area. In addition to the requirements set forth in Article 4, Section 4.07, the sale of Common Area is prohibited without the approval of the Town.

18.07. Permits. To the extent a home based business is permitted under Article 7, Section 7.01 of the Declaration, the Owner shall obtain a permit from the Town for a home-based business. To the extent any outbuildings, storage shed or exterior improvements are permitted under Article 7, Section 7.11 of the Declaration, the construction of such improvements shall be prohibited without a permit from the Town. To the extent additions, accessories, signs, interiors and some exterior improvements are permitted under Article 13, Section 13.01 of the Declaration, such improvements shall be prohibited without a permit by the Town.

18.08. Parking prohibited on Sidewalks. In addition to the restrictions set forth in Article 7, Section 7.03 of the Declaration, parking is prohibited on sidewalks.

18.09 Fences. Owners of Lots shall comply with the Town's Fence Policy as stated in a memo from Jon P. Barnett to the Indian Trail Planning Department, All Applicable Developers, and Building Contractors dated June 21, 2004. A copy of such Fence Policy can be obtained, at the request of Owner from the Architectural Control Committee.

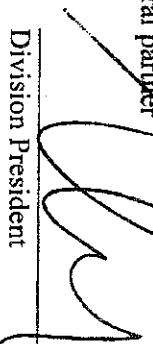
18.10 Engineering Report. The Association shall obtain an annual Engineering report to determine the status of the detention facility on the Property. The cost of such report shall be included as part of the regular annual assessments levied by the Association pursuant to the provisions of this Declaration

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above set forth.

DECLARANT

CENTEX HOMES,
a Nevada general partnership

BY: Centex Real Estate Corporation,
a Nevada corporation, its managing
general partner

BY: 
Division President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mikell A. McElroy

(name of principal(s))

Date: 10-24-07


Official Signature of Notary Public

Teresa M. Crawley
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: 10-25-10

EXHIBIT A

Property

Lying and being in Union County, North Carolina and being more particularly described as follows:

All of the property consisting of Lots 173, 174, 191, 192, 204, 238, 251, 252, 260, 261, 271, 272, 278, 419 and 420 and the Common Areas shown as COS 17.41 Ac., COS 8.84 Ac., and COS 15.45 Ac. as shown on the Plat recorded in Cabinet K, Files 50, 51 and 52 of the Union County Public Registry titled Fieldstone Farm, Map 1, Indian Trail, Union County, NC

EXHIBIT B**Additional Land**

Lying and being in Union County, North Carolina and being more particularly described as follows:

COMMENCE from a spike in the center of Poplin Road (60' public right-of-way) being the southeasterly corner of the First Baptist Church of Indian Trail property (now or formerly) as described in Deed Book 1269, Page 39 recorded in the Union County Public Registry and the southwesterly corner of the L.E. Hoffman property as described in Deed Book 624, Page 449; thence with the common line of the First Baptist Church property and Hoffman property the following two (2) courses and distances: 1) North 37-52-42 East 143.99 feet to an existing iron pipe, 2) North 36-11-10 East 385.77 feet to an existing iron rod being the TRUE POINT and PLACE of BEGINNING and runs thence with the First Baptist Church of Indian Trail property the following three (3) courses and distances: 1) North 22-08-18 West 908.24 feet to an existing iron rod, 2) North 46-39-42 East 253.82 feet to an existing iron rod, 3) North 38-04-59 West 934.27 feet to a point in the center of Crooked Creek; thence with the centerline of Crooked Creek the following ninety (90) courses and distances: 1) North 36-04-03 East 92.15 feet to a point, 2) North 01-34-11 East 127.95 feet to a point, 3) North 47-46-35 East 64.88 feet to a point, 4) North 63-57-17 East 185.61 feet to a point, 5) North 12-07-59 West 50.82 feet to a point, 6) North 33-59-37 West 87.07 feet to a point, 7) North 02-07-11 East 40.57 feet to a point, 8) North 64-33-43 East 40.72 feet to a point, 9) North 85-31-20 East 60.49 feet to a point, 10) South 65-23-32 East 53.25 feet to a point, 11) South 48-24-44 East 101.60 feet to a point, 12) South 49-16-03 East 66.92 feet to a point, 13) South 76-35-56 East 31.14 feet to a point, 14) North 55-34-43 East 40.31 feet to a point, 15) North 33-49-05 East 43.58 feet to a point, 16) North 75-45-36 East 131.86 feet to a point, 17) South 85-39-33 East 31.99 feet to a point, 18) South 21-55-42 East 45.23 feet to a point, 19) South 49-57-03 East 37.96 feet to a point, 20) North 62-11-35 East 29.73 feet to a point, 21) North 70-02-30 East 59.83 feet to a point, 22) North 60-12-37 East 159.17 feet to a point, 23) North 43-18-38 East 72.17 feet to a point, 24) North 33-04-42 East 127.04 feet to a point, 25) North 22-11-28 East 114.90 feet to a point, 26) North 31-05-36 East 76.58 feet to a point, 27) North 51-02-00 East 87.61 feet to a point, 28) North 10-24-57 East 33.47 feet to a point, 29) North 03-40-58 West 57.61 feet to a point, 30) North 40-13-22 East 37.98 feet to a point, 31) North 63-52-16 East 43.23 feet to a point, 32) South 87-25-45 East 59.43 feet to a point, 33) South 50-03-58 East 39.83 feet to a point, 34) South 18-42-25 East 48.65 feet to a point, 35) South 05-29-36 East 91.43 feet to a point, 36) South 28-11-59 East 52.56 feet to a point, 37) South 82-09-57 East 30.73 feet to a point, 38) North 52-53-19 East 39.13 feet to a point, 39) North 41-41-42 East 172.70 feet to a point, 40) North 54-15-33 East 52.12 feet to a point, 41) North 78-47-26 East 37.23 feet to a point, 42) North 88-10-40 East 101.35 feet to a point, 43) North 54-32-49 East 37.12 feet to a point, 44) North 29-24-20 East 107.42 feet to a point, 45) North 36-38-35 East 156.49 feet to a point, 46) North 34-15-25 East 67.54 feet to a point, 47) North 55-26-07 East 57.44 feet to a point, 48) North 65-45-29 East 41.34 feet to a point, 49) North 46-54-57 East 98.70 feet to a point, 50) North 43-24-01 East 129.40 feet to a point, 51) North 55-03-22 East 86.12 feet to a point, 52) North 64-32-54 East 123.87 feet to a point, 53) North 55-56-19 East 52.57 feet to a point, 54) North 59-37-43 East 70.55 feet to a point, 55) South 75-10-59 East 31.77 feet to a point, 56) South 26-07-54 East

20.61 feet to a point, 57) South 14-58-09 East 16.97 feet to a point, 58) North 86-28-36 East 48.26 feet to a point, 59) North 71-30-06 East 56.51 feet to a point, 60) North 60-53-09 East 71.15 feet to a point, 61) North 67-52-13 East 72.22 feet to a point, 62) South 89-47-10 East 81.46 feet to a point, 63) South 70-34-07 East 90.53 feet to a point, 64) North 76-27-59 East 57.71 feet to a point, 65) North 42-37-12 East 48.06 feet to a point, 66) North 50-47-06 East 59.22 feet to a point, 67) North 53-42-29 East 43.91 feet to a point, 68) North 71-45-02 East 46.77 feet to a point, 69) North 79-47-22 East 43.51 feet to a point, 70) South 86-40-33 East 72.03 feet to a point, 71) South 72-15-17 East 59.60 feet to a point, 72) North 64-53-55 East 27.87 feet to a point, 73) North 47-56-58 East 59.93 feet to a point, 74) North 54-08-39 East 38.39 feet to a point, 75) North 75-05-30 East 32.50 feet to a point, 76) South 75-38-37 East 41.85 feet to a point, 77) North 81-09-22 East 58.63 feet to a point, 78) North 34-08-26 East 71.75 feet to a point, 79) North 30-47-09 East 94.56 feet to a point, 80) North 34-15-01 East 61.10 feet to a point, 81) North 22-04-51 East 112.78 feet to a point, 82) North 53-26-56 East 55.67 feet to a point, 83) North 50-04-54 East 100.25 feet to a point, 84) South 52-39-14 East 24.09 feet to a point, 85) South 16-44-26 East 56.35 feet to a point, 86) South 49-07-40 East 41.41 feet to a point, 87) South 85-01-32 East 79.59 feet to a point, 88) North 75-08-05 East 84.36 feet to a point, 89) South 89-47-44 East 54.06 feet to a point, 90) South 85-28-06 East 60.81 feet to a point in the centerline of Rocky River Road; thence with the centerline of Rocky River Road the following five (5) courses and distances: 1) South 05-40-17 West 427.84 feet to a point, 2) South 05-36-48 West 499.99 feet to a point, 3) South 05-42-13 West 238.24 feet to a point, 4) South 05-48-46 West 261.75 feet to a point, 5) South 05-39-25 West 288.30 feet to a point being the northeasterly corner of the T. Price property as described in Deed Book 1055, Page 107; Thence with the T. Price property the following twelve (12) courses and distances: 1) North 65-50-48 West 394.00 feet to a point, 2) South 39-52-50 West 126.69 feet to a point, 3) South 25-34-51 West 50.26 feet to a point, 4) South 00-00-16 West 33.53 feet to a point, 5) South 08-49-02 East 38.26 feet to a point, 6) South 30-00-40 West 47.47 feet to a point, 7) South 83-20-17 West 13.87 feet to a point, 8) South 05-55-21 West 42.41 feet to point, 9) South 12-34-53 East 37.82 feet to a point, 10) South 00-16-07 West 51.71 feet to a point, 11) South 37-35-19 West 26.16 feet to a point, 12) South 17-57-17 East 9.76 feet to an existing iron pipe being the westerly corner of the M.C. Broadway property as described in Deed Book 779, Page 206; thence with the southerly line of the M.C. Broadway property South 54-30-14 East 553.81 feet to a point in the centerline of aforesaid Rocky River Road; thence with the centerline of Rocky River Road the following three (3) courses and distances: 1) South 04-17-55 West 210.20 feet to a point, 2) South 04-28-36 West 136.22 feet to a point, 3) South 04-12-32 West 145.26 feet to a point on the northerly line of the High Hill Primitive Church property (no deed found); thence with the High Hill Primitive Church property the following three (3) courses and distances: 1) North 78-28-58 West 239.76 feet to a new iron rod, 2) South 02-58-40 West 210.00 feet to a new iron rod, 3) South 35-01-20 East 244.00 feet to an existing iron pipe being the northeasterly corner of the Honda Doc, Inc. property as described in Deed Book 1186, Page 799; thence with the Honda Doc, Inc. property the following two (2) courses and distances: 1) North 84-19-51 West 1036.91 feet to an existing iron rod, 2) South 32-42-05 West 949.10 feet to 30" oak tree being the northeasterly corner of the aforementioned L.E. Hoffman property; thence with the L.E. Hoffman property the following two (2) courses and distances: 1) North 78-35-32 West 1366.54 feet to an existing iron pipe, 2) South 36-35-24 West 476.53 feet to the point and place of BEGINNING, containing 217.61 acres of land as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated May 28, 2004 (last revised 9/2/05).

4725
0830

Together with all right, title and interest of the Declarant in and to any driveway, roadway, right of way or cartway over, across or adjoining the above described property, including the land beneath the rights of way of Rocky River Road and Poplin Road

Less and except the Property described on Exhibit A.

4741
0489

FILED
UNION COUNTY
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED Nov 19, 2007
AT 01:00 pm
BOOK 04741
START PAGE 0489
END PAGE 0491
INSTRUMENT # 50405
EXCISE TAX (None)

SKH

STATE OF NORTH CAROLINA
COUNTY OF UNION

FIRST SUPPLEMENTAL TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FIELDSTONE FARM

THIS FIRST SUPPLEMENTAL TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR FIELDSTONE FARM (this "First
Supplemental") is made and entered into this 14th day of November, 2007, by CENTEX
HOMES, a Nevada general partnership ("Declarant").

The original Declaration of Covenants, Conditions and Restrictions for Fieldstone Farm
("Original Declaration") was recorded in Book 4725 at Page 792 of the Union County Public
Registry (the "Public Registry").

The Declaration imposes certain covenants, conditions and restrictions upon that certain
real property as described therein (the "Property"). Section 15.01 of the Original Declaration
provides that Declarant may annex any portion of the Additional Land and subject any portion of
the Additional Land to the jurisdiction of the Association. Declarant owns that certain real
property shown on that map entitled "Revision Fieldstone Farm, Map 2", recorded in Cabinet K at
File 306 and the map entitled "Revision Fieldstone Farm, Map 3", recorded in Cabinet K at
File 307 of the Public Registry; (such maps are hereinafter referred to as the "First Supplemental
Property Map," and the real property shown on the First Supplemental Property Map is
hereinafter collectively referred to as the "First Supplemental Property"). The First
Supplemental Property is a portion of the Additional Land. Declarant desires to supplement the
Declaration to annex the First Supplemental Property to the terms and scheme of the Declaration
and to subject the First Supplemental Property to the jurisdiction of the Association.

NOW, THEREFORE, pursuant to Article 15 of the Original Declaration, Declarant, by this First Supplemental Declaration, does hereby supplement the Declaration as follows:

1. First Supplemental Property. In accordance with Article 15 of the Original Declaration, Declarant does hereby declare that the First Supplemental Property is annexed into the Declaration, and subjected to the jurisdiction of the Association, and shall hereafter be held, used, transferred, mortgaged, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration (as same may further be amended or supplemented from time to time). all of which shall run with the title to the First Supplemental Property and be binding upon all parties owning any right, title or interest in and to such First Supplemental Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. Common Area. The definition of "Common Area" set forth in Section 1.08 of the Original Declaration is hereby supplemented by all areas shown as "Common Open Space," "COS," or by similar designation on the First Supplemental Property Map, including, without limitation, the area shown as "COS Amenity Area – 103,173 sq. ft. – 2.37 Ac." on the Map entitled "Revision Fieldstone Farm, Map 3" recorded in Cabinet K at File 307 in the Public Registry.

3. Lots. The definition of "Lot" set forth in Section 1.14 of the Original Declaration is hereby supplemented by lots depicted as separately numbered parcels on the First Supplemental Property Map.

4. Defined Terms. All terms spelled in this First Supplemental Declaration with initial capital letters shall have the meanings given to them in the Declaration.

[signature to follow]

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

DECLARANT

CENTEX HOMES,
a Nevada general partnership

BY: Centex Real Estate Corporation,
a Nevada corporation, its managing
general partner

BY: [Signature]
Division President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she voluntarily signed the foregoing document for the purpose
stated therein and in the capacity indicated: MIKEL A McELROY

(name of principal(s))

Date: 11-14-07

[Signature]
Official Signature of Notary Public

Teresa M. Cradley
Notary printed or typed name

My commission expires: 10-25-10

[OFFICIAL SEAL]

4805
0197

FILED
UNION COUNTY
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED Feb 11, 2008
AT 12:48 pm
BOOK 04805
START PAGE 0197
END PAGE 0199
INSTRUMENT # 04738
EXCISE TAX (None)

MKH

STATE OF NORTH CAROLINA

COUNTY OF UNION

SECOND SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FIELDSTONE FARM

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIELDSTONE FARM (this "Second Supplemental Declaration") is made and entered into this 30th day of January, 2008, by CENTEX HOMES, a Nevada general partnership ("Declarant").

The original Declaration of Covenants, Conditions and Restrictions for Fieldstone Farm ("Original Declaration") was recorded on October 31, 2007 in Book 4725 at Page 792 of the Union County Public Registry (the "Public Registry"), as supplemented by the First Supplemental to Declaration of Covenants, Conditions and Restrictions for Fieldstone Farm recorded on November 19, 2007 in Book 4741 at Page 489 of the Public Registry (the "First Supplemental Declaration") (the Original Declaration, as supplemented by the First Supplemental Declaration, is hereinafter referred to as the Declaration). All capitalized terms not otherwise defined in this Second Supplemental Declaration shall have the same meaning as in the Declaration.

The Declaration imposes certain covenants, conditions and restrictions upon that certain real property as described therein (the "Property"). Section 15.01 of the Original Declaration provides that Declarant may annex any portion of the Additional Land and subject any portion of the Additional Land to the jurisdiction of the Association. Declarant owns that certain real property shown on that map entitled "Fieldstone Farm, Map 4", recorded in Cabinet K at File 416 of the Public Registry, the map entitled "Fieldstone Farm, Map 5", recorded in Cabinet K at File 417 of the Public Registry and the map entitled "Fieldstone Farm, Map 6, recorded in Cabinet K at File 418 of the Public Registry (such maps are hereinafter referred to as the "Second Supplemental Property Map," and the real property shown on the Second Supplemental

0035293.00042

Drawn by and return to:

Nina Shor, Esq.

Kennedy Covington Lobdell & Hickman, L.L.P.

214 N. Tryon Street, 47th Floor

Charlotte, NC 28202

48461-5573-7858 01

Property Map is hereinafter collectively referred to as the "Second Supplemental Property"). The Second Supplemental Property is a portion of the Additional Land. Declarant desires to supplement the Declaration to annex the Second Supplemental Property to the terms and scheme of the Declaration and to subject the Second Supplemental Property to the jurisdiction of the Association.

NOW, THEREFORE, pursuant to Article 15 of the Original Declaration, Declarant, by this Second Supplemental Declaration, does hereby supplement the Declaration as follows:

1. Second Supplemental Property. In accordance with Article 15 of the Original Declaration, Declarant does hereby declare that the Second Supplemental Property is annexed into the Declaration, and subjected to the jurisdiction of the Association, and shall hereafter be held, used, transferred, mortgaged, sold, conveyed and occupied subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration (as same may further be amended or supplemented from time to time), all of which shall run with the title to the Second Supplemental Property and be binding upon all parties owning any right, title or interest in and to such Second Supplemental Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. Common Area. The definition of "Common Area" set forth in Section 1.08 of the Original Declaration is hereby supplemented by all areas shown as "Common Open Space," "COS," or by similar designation on the Second Supplemental Property Map, including, without limitation, the area shown as "COS - 12,068 sq. ft. - 0.28 Ac." on the Map entitled "Fieldstone Farm, Map 4" recorded in Cabinet K at File 416 of the Public Registry; the area shown as "COS - 731,894 sq. ft. - 16.80 Ac." on the Map entitled "Fieldstone Farm, Map 5" recorded in Cabinet K at File 417 of the Public Registry; and the area shown as "COS - 642,698 sq. ft. - 14.75 Ac. and "COS - 6,114 sq. ft. - 0.14 Ac.", on the Map entitled "Fieldstone Farm, Map 6" recorded in Cabinet K at File 418 of the Public Registry.

3. Lots. The definition of "Lot" set forth in Section 1.14 of the Original Declaration is hereby supplemented by lots depicted as separately numbered parcels on the Second Supplemental Property Map.

4. Property. The definition of "Property" set forth in Section 1.22 of the Original Declaration is hereby supplemented to include all lots and common area depicted on all previously recorded Maps.

5. Defined Terms. All terms spelled in this Second Supplemental Declaration with initial capital letters shall have the meanings given to them in the Declaration.

[signature to follow]

IN WITNESS WHEREOF, Declarant has caused this Second Supplemental Declaration
to be executed on the day and year first above written.

DECLARANT

CENTEX HOMES,
a Nevada general partnership

BY: Centex Real Estate Corporation,
a Nevada corporation, its managing
general partner

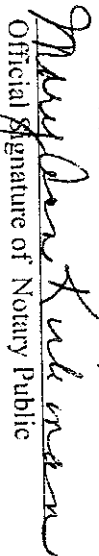
BY: 
Division President

STATE OF NORTH CAROLINA

COUNTY OF Norfolk

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she voluntarily signed the foregoing document for the purpose
stated therein and in the capacity indicated: Nickell McElroy
(name of principal(s))

Date: 1-30-08


Official Signature of Notary Public

Mary Ann Kirkman
Notary printed or typed name

My commission expires: 1-21-09

[OFFICIAL SEAL]