

WAKE COUNTY, NC 756
 LAURA M RIDDICK
 REGISTER OF DEEDS
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Prepared By and Hold For F. Blair Williams (107)
 Brief Description for Index; **Fieldstone Crossing** Phase One
 Parcel Identifier:0311328

STATE OF NORTH CAROLINA
 COUNTY OF WAKE

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 FIELDSTONE CROSSING CLUSTER UNIT DEVELOPMENT**

THIS DECLARATION, made this 11th day of June 2004, by Fieldstone, LLC a North Carolina Limited Liability Company ("Declarant"). This Agreement is executed by Central Carolina Bank and Southland Associates, Inc., Trustee, and Barton A. Antone Residuary Trust and John M. May, Trustee, to evidence their consent hereto.

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain property located in Wake County, North Carolina, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property consists of eighty five (85) subdivided and numbered Townhome building lots (the "Lots") as more particularly shown as "Phase One Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC" (the "Subdivision Map") and certain other areas shown on the Subdivision Map, including, without limitation, those areas identified as "Open Space", "Common Area" and "Recreation Area" on the Subdivision Map; additional land within the area described as Tract 2 Book of Maps 2004, Page 91-3 of the land records of Wake County may be annexed by the Declarant without the consent of members prior to December 31, 2012 provided, if FHA or VA financing is offered, that HUD, FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them; and

WHEREAS, Declarant shall convey the Property subject to the protective covenants, conditions and restrictions, reservations and charges as hereinafter set forth; and

WHEREAS, Declarant desires to create Fieldstone Crossing Cluster Unit Development; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and conceptual intent of Fieldstone Crossing Cluster Unit Development,

for the maintenance of Common Property and improvements thereon as described herein, and accordingly desires to subject the Property together with such additions and/or deletions as may hereinafter be made, to the covenants, restrictions, easements, affirmative obligations, charges, and liens, as hereinafter set forth, each and all of which is hereby declared to be for the benefit of said Property and each and every owner of any and all parts thereof who consents or takes subject to this Declaration; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities of Fieldstone Crossing Cluster Unit Development to create one agency to which shall be delegated and assigned the power and authority of owning, maintaining and administering the Common Property as defined herein, administering and enforcing the covenants and restrictions governing said Common Property, collecting and disbursing all assessments and charges necessary for such activities, and promoting the recreation, health, safety, and welfare of the residents; and

WHEREAS, Declarant has caused or will later cause to be incorporated under the laws of the State of North Carolina as a nonprofit corporation, Fieldstone Crossing Homeowners Association, Inc., for the purpose of exercising the functions described above, and which are hereinafter more fully set forth; and

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, Declarant declares that the Property and such additions and/or deletions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, leased, occupied, owned, mortgaged and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens hereinafter set forth (sometimes referred to as the "Covenants"), and said Covenants shall run with the land and be binding on all persons claiming under or through Declarant and/or Owner, as defined below, and said Covenants shall inure to the benefit of each Owner (as defined below) thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Fieldstone Crossing Homeowners Association, Inc. a North Carolina nonprofit corporation, and its successors and assigns.

Section 2. "Board of Directors" or "Board" means those persons elected or appointed to act collectively as the directors of the Association.

Section 3. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors.

Section 4. "By-Laws" shall mean the By-Laws of the Association as they now or hereafter may exist.

Section 5. "Common Expenses" shall mean and refer to all sums lawfully assessed by the Association against its Members, expenses of administration, maintenance, repair or replacement of Common Property, expenses declared to be or described as Common Expenses by the provisions of this Declaration, replacement contributions paid to the City of Raleigh pursuant to the three party Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution by and between the Declarant, the Association and the City of Raleigh and recorded contemporaneously with this Declaration (the "Stormwater Replacement Agreement"), expenses for landscaping maintenance, as described herein, premiums for hazard, liability or other insurance as may be obtained by the Association, ad valorem taxes and public assessments levied on the Common Property owned in fee simple, utility charges for Common Property facilities, purchase of a Lot and the Improvements thereon at a foreclosure pursuant to Article V, Section 12 and expenses agreed by the Members of the Association to be Common Expenses of such Association.

Section 6. "Common Property" shall mean and refer to those properties within Fieldstone Crossing which are for the common use and enjoyment of all Members of the Association. Common Property shall include open space, permanently protected undisturbed open space areas, common areas, private streets, pool, pool house and private drives and common property identified on the Plat and all subsequent plats for additions brought within the jurisdiction of this Declaration. Common Property shall also include any water lines serving more than one Lot and located outside any public street right-of-way or City of Raleigh water easement, any sewer lines serving more than one Lot and located outside any public street right-of-way or City of Raleigh sanitary sewer easements, and all private drainage easements, Stormwater Control Measures, stormwater pipes, stormwater drainage facilities, including lakes and stormwater detention or retention facilities serving more than one Lot and not accepted for maintenance by any unit of government.

Section 7. "Declarant" shall mean Fieldstone, LLC its successors and assigns, if such successors or assigns should acquire more than one Undeveloped Lot for the purpose of development or if such successors or assigns should acquire more than one Lot, whether developed or undeveloped, pursuant to foreclosure or a deed in lieu of foreclosure ("successors" includes any lender with respect to loans obtained by Declarant to develop the Property).

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Fieldstone Crossing Cluster Unit Development as it may be amended and supplemented (by Supplemental Declarations) from time to time as herein provided.

Section 9. "Dwelling Unit" shall mean a single family attached or detached structure which comprises of one or more rooms physically arranged as to create an independent housekeeping establishment, without internal access between the structures, with each structure containing, at a minimum, sleeping facilities for one or more persons, a kitchen, and a bathroom.

Section 10. "Fieldstone Crossing Cluster Unit Development" shall mean and refer to the Property as defined below and such additions and/or deletions thereto as may hereafter be brought within or taken from the jurisdiction of the Association and subjected to this Declaration or any Supplemental Declaration.

Section 11. "Lot" shall mean any of the Lots or any other plot of land regardless of size as shown on a recorded subdivision plat of Fieldstone Crossing Cluster Unit Development which has been approved as required by this Declaration for a Dwelling Unit. Common Property are not Lots.

Section 12. "Member" shall mean and refer to every Person or entity entitled to membership in the Association as provided in this Declaration.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more Persons, firms, their successors and assigns, of a fee simple title to any Dwelling Unit or Lot which is part of the Property presently or hereafter made subject hereto, including contract sellers, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, as successors or assigns, until and unless such mortgagee has acquired title pursuant to foreclosure or a proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an owner. The terms "Owner" and "Declarant" shall not be mutually exclusive.

Section 14. "Person" shall mean any individual, firm, association, corporation, limited liability company or other legal entity.

Section 15. "Project" shall mean and refer to the development now known as Fieldstone Crossing, of which the Property is a part. Declarant has retained, and hereby retains the right to change the name of the Project from "Fieldstone Crossing" to another name selected by Declarant by filing an amendment hereto in the records of Wake County, North Carolina, subject to approval by the Raleigh City Planning Department.

Section 16. "Property" shall mean the Lots, Common Property (as defined above) and any and all other property hereafter made subject to this Declaration as provided hereinbelow.

Section 17. "Undeveloped Lot" shall mean a Lot or an area of Fieldstone Crossing Cluster Unit Development not yet developed and for which no certificate of occupancy has been issued by the City of Raleigh, but intended to contain one or more Dwelling Units as approved by the City of Raleigh, including any additions or deletions thereto.

Section 18. "Stormwater Control Measures" shall mean and refer to any lake, stormwater retention or detention facilities, private drainage easements and any other stormwater measures, including stormwater pipes serving more than one Lot that are not accepted for maintenance by any unit of government.

ARTICLE II

PROPERTY AND PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Property Made Subject to Declaration. The Property is hereby made subject to this Declaration and the Property shall be owned, held, used, leased, transferred, sold, mortgaged and/or conveyed by Declarant, the Association, and each Owner subject to this Declaration and the

controls, covenants, conditions, restrictions, easements, assessments, development affirmative obligations, guidelines, charges and liens set forth in this Declaration.

Section 2. Common Property. Prior to the sale of the first Lot, the Declarant shall convey all Common Property, with the exceptions of drainage, utility, greenway and landscape easements to the Association. All of the Property conveyed to the Association is conveyed free and clear of all liens. Each Member shall have the right of enjoyment of the Common Property and the perpetual right to use the Common Property.

Section 3. Delegation of Use. Subject to section 4 below, any Member may delegate in accordance with the By-Laws of the Association, his right of enjoyment to the Common Property and facilities to the members of his family, his tenants, or contract purchasers who reside on such Members' Lot.

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

(a) The right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage said properties, provided however, that any such mortgage must be authorized by the vote of four-fifths (4/5) of each class of Members at a duly called meeting at which a quorum is present and for which written notice of the proposed action is sent to every Member at such Members' address on the records of the Association at least twenty (20) days in advance of any action. A true copy of such resolution together with a certificate of the result of the vote taken and a certificate of mailing executed by the Secretary of the Association or the managing agent shall be annexed to any instrument affecting the Common Property, prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership; provided, however, that the mortgagee's interest therein shall be subordinate to the rights of the Owners and Association in such Common Property;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure; and

(c) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any Member or any tenant of any Member for any period during which any assessment remains unpaid; and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligations to pay the assessment; and

(d) Subject to the ordinances of the City of Raleigh, the right of the Association to charge fees for the use of the Common Property; and

(e) The right of the Association to exchange Common Property in accordance with the provisions of the Raleigh City Code; provided, however, that any exchange of Common Property must be authorized by the vote of fourth-fifths (4/5) of each class of Members at a duly called meeting at which a quorum is present and unless written notice of the proposed action is sent to every Member at such Members' address on the records of the Association at least twenty (20) days in advance of any action taken.

- (f) The easements and restrictions established in this Declaration

ARTICLE III

ANNEXATIONS AND MERGERS

Section 1. Annexation of Property.

(a) If Declarant is the Owner from time to time of any property described as Track 2 as shown of Book of Maps 2004 Page _____ Wake County Registry or immediately across a public street right-of-way or adjoining in whole or in part any portion of the land now or hereafter constituting any portion of the Property or Common Property ("Additional Property") which it desires to add to the scheme of this Declaration, it may do so by filing of record, on or before December 31, 2012, a Supplemental Declaration, in accordance with section 2 of this Article, which shall, upon consent of the City of Raleigh, extend the scheme of this Declaration to such Additional Property; provided, however, that such Supplemental Declaration, as applied to the Additional Property covered thereby, may include such specific additional controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens as may be set forth in such Supplemental Declaration.

(b) Except as provided above for Declarant, other property may only be added if it is immediately across a public street right-of-way or adjoins in whole or in part any portion of the land now or hereafter constituting any portion of the Property or Common Property, if it is approved by the City of Raleigh, and if each voting class as defined in Article IV, Section 2 by a vote of 4/5 of the Members of each class present at any annual or duly called special meeting at which the addition of further property is considered, gives written consent thereto. If the foregoing conditions are met, such property shall be considered "Additional Property". No annexation of Additional Property shall become effective until a Supplemental Declaration is prepared and recorded in accordance with Section 2 of this Article.

(c) No property shall be annexed pursuant to this section unless every lender of record on such property subordinates its interest to this Declaration.

(d) Following the annexation of any property, but prior to the sale of the first Lot within such property, the property owner shall convey all Common Property, with the exceptions of drainage, utility, greenway and landscape easements to the Association. All of the property conveyed to the Association is conveyed free and clear of all liens.

Section 2. Contents of Supplemental Declaration. Each Supplemental Declaration shall set forth the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens to which the property covered thereby shall be subject. Such controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens may contain additions, deletions and modifications from those contained in this Declaration, as the parties subjecting such property to the scheme of this Declaration may desire; provided if such party is other than Declarant, as a condition to such party's right to so impose such additions, deletions or modifications, such party must obtain the prior written consent thereto of Declarant and the Association, acting through its Board; provided, however, that Declarant's consent will not be necessary after December 31, 2012. In no event, shall such Supplemental Declaration revoke, modify or add to the controls, covenants, conditions, restrictions, easements, development

guidelines, charges and liens established by this Declaration or a previously filed Supplemental Declaration as it applies or they apply to the Property or to previously added property. All Supplemental Declarations shall be recorded with the Wake County Registry.

Section 3. Merger or Consolidation. Upon a merger or consolidation of the Association with another association which is a nonprofit corporation composed of owners of Additional Property, and upon consent of the Raleigh City Attorney or his or her deputy, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association shall be considered the Association and shall administer the terms and provisions of this Declaration and any applicable Supplemental Declarations, if any, affecting the portions of the Property in the jurisdiction of such Association, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the terms and provisions of this Declaration or any Supplemental Declaration pertaining to the Property or any portion thereof except as specifically provided in this Declaration.

Section 4. Subdivision Limits. The City of Raleigh requires the Declaration to set maximum limits on: (1) the maximum amount of land that can be added, (2) maximum overall number of dwelling units in the development, including any annexations; and (3) maximum residential density dwelling units per acre that can be contained in the cluster. The maximum amount of land that can be added would be 42.716 acres more or less and would include annexations of property as allowed in Article III, Section 1; as well as the open acreage to the west of the real property described in Deed Book 9612, Page 765 of the land records of Wake County. The maximum amount of land for Phase One is 10.664 acres more or less whereas the maximum amount of land for all phases of Fieldstone Crossing Cluster Unit Development as currently contemplated is 37.38 acres more or less, and the maximum amount of land including acreage not yet contemplated or acquired is 53.38 acres more or less. The maximum overall number of dwelling units in Phase One of Fieldstone Crossing Cluster Unit Development is eighty five (85) and three hundred (300) dwelling units for the entire cluster unit development as currently contemplated and a grand total of five hundred thirty (530) dwelling units if additional acreage to the west is subjected to the Declaration. The current maximum density is ten dwelling units per acre.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Members. Declarant, for so long as it shall be an Owner, and every person who is a record owner of a fee simple or undivided fee simple interest in any Dwelling Unit or Lot that is subject by the Covenants to assessments by the Association and who qualifies as an Owner, as defined in Article I, shall be a Member of the Association; provided, however, that any such person who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be appurtenant to and may not be separated from

ownership of any Dwelling Unit or Lot which is subject to assessment by the Association. Ownership of a Dwelling Unit or Lot shall be the sole qualification for Membership. The Board of Directors may make reasonable rules relating to the proof of ownership of a Dwelling Unit or Lot in Fieldstone Crossing Cluster Unit Development. No Owner shall have more than one Membership per Lot.

Section 2. Member Classes and Voting Rights. The Association shall have two (2) classes of voting Members:

Class A. Class A Members shall be all Owners with the exception of Declarant until its Class B Membership has converted to Class A Membership. Class A Members shall be entitled to one (1) vote for each Dwelling Unit or Lot in which they hold the required ownership interest.

Class B. The Class B Member shall be Declarant, its successors or assigns. The Class B Member shall be entitled to three (3) votes for each Dwelling Unit or Lot in which it holds the required ownership interest, provided that the Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs first:

(a) The total votes outstanding in Class A Membership equals the total votes outstanding in the Class B Membership; provided, that the Class B Membership shall be reinstated with all rights, privileges, responsibilities and voting power if, after conversion of the Class B Membership to Class A Membership, as provided hereunder, and before the time stated in subparagraph (b) below, additional lands are annexed to the Property without the assent of the Class A Members on account of the development of such additional lands by the Declarant, all within the times and as provided for herein, or

(b) December 31, 2012.

Thereafter, the Declarant may be entitled to one (1) vote per Dwelling Unit or Lot owned by it.

Section 3. Voting Right Suspension. The right of any Member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations and for any period during which any assessment of a Member remains unpaid according to the provisions of Article V, Section 9.

Section 4. Voting. The total vote of the Association shall consist of the sum of the votes of the Class A Members and the votes of Class B Members present in person or by proxy at a legally constituted meeting at which a quorum is present. The number of votes present at a meeting that will constitute a quorum shall be as set forth in the By-Laws, as amended from time to time. Notice requirements for all action to be taken by the Members of the Association shall be as set forth herein or in the By-Laws, as the same may be amended from time to time.

When more than one person holds an interest in any Dwelling Unit or Lot, all such persons shall be Members; and the vote for such Dwelling Unit or Lot shall be exercised as they among themselves determine; however, in no event may more than one vote be cast with respect to any one Dwelling Unit or Lot owned by Class A Members and in no event shall fractional votes be allowed. When

one or more co-Owners signs a proxy or purports to vote for his or her co-Owners, such vote shall be counted unless one or more other co-Owners is present and objects to such a vote or, if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote is counted. Cumulative Voting is prohibited.

A person's membership in the Association shall terminate automatically whenever such person ceases to be an Owner, but such termination shall not release or relieve any such person from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of such ownership, or impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

Section 5. Right of Declarant to Representation on Board of Directors of the Association. Notwithstanding anything contained herein to the contrary, until December 31, 2012, or until Declarant shall have conveyed seventy-five percent (75%) of the Lots, whichever occurs first, Declarant (or its expressed assignee of the right granted in this section) shall have the right to designate and select the Board of Directors of the Association. Whenever Declarant shall be entitled to designate and select any person or persons to serve on any Board of Directors, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association. Declarant shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and replace such person or persons with another person or other persons to act and serve in the place of any director or directors so removed. Any director designated and selected by Declarant need not be an Owner. Any representative of Declarant serving on the Board of Directors of the Association shall not be required to disqualify himself from any vote upon any contract or matter between Declarant and the Association where Declarant may have pecuniary interest or other interest. Any management contract executed while Declarant selects the Board of Directors shall contain a provision allowing unilateral termination by the Association, without cause, following ninety (90) days written notice.

Section 6. Quorum. Except as otherwise provided in the Articles of Incorporation, or this Declaration, the presence at the meeting of Members or of proxies entitled to cast, ten percent (10%) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, a majority of the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Notwithstanding any provision to the contrary in the declaration or the bylaws, the quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

Section 7. Liability Limitations. Neither the Declarant, nor any current or former Member of the Association, nor the Board, nor any director on the Board, nor any officer of the Association, nor any director, officer, member, manager, agent or employee of the Declarant, shall be personally liable for debts contracted or incurred by the Association or for a tort or for another current or former Member, whether or not such other current or former Member was

acting on behalf of the Association. Neither the Declarant nor the Association nor any of the directors, officers, members, managers, agents or employees of either, acting in those official capacities, shall be liable for any incidental or consequential damages for failure to inspect any Owner's portion of the Property or Improvements thereon, or for failure to maintain the same (provided, however, as provided herein the Declarant shall be responsible for the maintenance of all unsubdivided Land and Lots owned by the Declarant, and except as otherwise specifically provided herein, the Declarant, directors on the Board and officers of the Association shall have all of the other obligations and liabilities of an Owner under this Declaration with respect to portions of the Property owned by such persons). Except for the liabilities resulting from being an Owner, the Association shall indemnify all Association directors and officers, and members of the Architectural Approval Committee, as required by the Articles and By-laws.

Neither the Board, the Association, any current or former Member of the Association, nor the Declarant shall be considered as a bailee of any personal property stored or placed on the Common Property (including vehicles parked on the Common Property, whether or not exclusive possession of the particular area is given to the Person who owns such personal property). Nor shall any of the foregoing people or entities (other than the Person who owns the personal property) be responsible for the security of such personal property or for any loss or damage thereto. The Association shall not be liable for any failure of or interruption to any service to be obtained by the Association or paid for as a Common Expense, for personal injury or property damage which is caused by the elements or by any Owner or any other Person or which results from electricity, water, snow or ice which may leak or flow from or over any portion of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type resulting from the foregoing. No diminution, offset or abatement of any assessment or other charge shall be claimed or allowed for inconvenience or discomfort arising from maintenance of the Common Property or from any action taken by the Association to comply with any applicable legal requirement. This Section is not intended, nor shall it be construed, to relieve any insurer of its contractual obligations under any policy benefiting the Association or any Owner.

ARTICLE V

COVENANTS FOR ASSESSMENT

Section 1. Creation of Lien and Obligation for Assessments. Declarant hereby covenants and agrees and each Owner of any Lot, by acceptance of a deed therefor whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to all the terms and provisions of these Covenants and to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

- (a) Annual Assessments or charges;
- (b) Special Assessments for the purposes set forth in this Article, such assessments to be fixed, established, and collected from time to time as hereinafter provided;
- (c) Working Capital Assessment for the purposes of establishing a reserve of capital for future improvements or repairs or as otherwise determined by the Board. The

Assessment is collected at time of settlement and has a current determined value of at least two (2) months of the Annual Assessment.

The Annual Assessments, Special Assessments, and Working Capital Assessment together, with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection therefor as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for payment of Common Expenses and for the purposes of enforcing and carrying out the terms and provisions hereof and of any Supplemental Declaration, carrying out the duties of the Board, the purposes of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and for the improvement, maintenance, and operation of the Common Property, including, but not limited to, the payment of taxes for Common Property owned in fee simple and insurance thereon and maintenance repair, replacement, and additions thereof, and for the costs of labor, equipment, materials, and management supervision thereof. As a subset of the Common Property, the Stormwater Control Measures are to be maintained in strict accordance with the Stormwater Operations and Maintenance Manual and Budget set forth in the Attachment Exhibit B. The Special Assessments shall be used for the purposes set forth in Section 4 and Section 5 of this Article.

Section 3. Annual Budget. By majority vote of the directors, the Board of Directors shall recommend an annual budget for the subsequent year of operation, which shall provide for allocation of expenses in such a manner that the obligations imposed by these Declarations, and any and all Supplemental Declarations, will be met. The Board of Directors of the Association shall adopt a proposed budget for the Association and set the amount of the regular Annual Assessment against the Lots at least 90 days in advance of each Annual Assessment period. Within 30 days after adoption of the proposed budget, the Board of Directors shall provide to an Owners a summary of the proposed budget and a written notice of the meeting to consider the ratification of the proposed budget, which notice shall include a statement that the proposed budget may be ratified without a quorum. The written notice of the meeting of Members to consider ratification of the proposed budget shall be provided at least 10 days and not more than 60 days in advance of such meeting. Unless otherwise provided by Chapter 47 F of the North Carolina General Statutes, The Planned Community Act, there shall be no requirement that a quorum be present at such meeting to consider ratification of the proposed budget.

(a) If the proposed budget does not recommend increasing the Annual Assessment by more than 10% above the Annual Assessment in the last ratified budget the proposed budget shall be ratified unless the Owners of 80% of the Lots reject the proposed budget. In the event the proposed budget is rejected, the last ratified budget of the Association shall continue until a new proposed budget is ratified.

(b) The Board of Directors may not increase the amount of the Annual Assessment by more than 10% in any given calendar year without the approval of at least 2/3 of each class of Members present in person or by proxy, at a duly-called meeting whereat a quorum is present.

Section 4. Basic and Maximum Annual Assessments. For the calendar year 2004, the maximum Annual Assessment shall be One Thousand and No/100 Dollars (\$1,000.00) per Dwelling Unit or recorded Lot except as otherwise provided herein, the exact amount of which shall be determined from time to time by the Board of Directors. On or before December 31 of each year during the term hereof, the Board shall set the amount of the Annual Assessment for the ensuing year for each Dwelling Unit or Lot, taking into consideration, among other things, the then-current Common Expenses and estimated increases in Common Expenses, the then-current development and/or maintenance costs, estimated increases in development and/or maintenance costs, and the future needs of the Association. The amount of the Annual Assessment for each Dwelling Unit or Lot as set by the Board shall be determined by dividing the amount of costs and expenses to be incurred by the Association for the year in question, as such amount is reasonably estimated by the Board (and which estimated amount may include a reasonable contingency fund), by the number of Dwelling Units or Lots in the Property, such that the regular Annual Assessment for each Dwelling Unit or Lot shall be the same. The Annual Assessment shall be due and payable as provided in Section 8 of this Article.

Section 5. Special Assessment. In addition to the Annual Assessment authorized by Section 3 hereof, the Board may levy in any assessment year or years a Special Assessment, as defined herein, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an Association-owned improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes and/or duties and obligations of the Association as stated in its Articles of Incorporation or as stated herein. Special Assessments shall be assessed pursuant to this Section 5 against the Dwelling Units and Owners thereof and the Lots and Owners thereof on a pro rata basis in the same manner as described in Section 3 above. No Special Assessment may be established without the approval of at least 2/3 of each class of Members present, in person or by proxy at a duly called meeting whereat a quorum is present.

Section 6. Working Capital Assessment. At the time of closing each Lot, a sum equal to at least two (2) months of the Annual Assessment for each Lot shall be collected from the purchaser and the purpose of said fund is to ensure that the Association will maintain a cash reserve to meet unforeseen expenses or provide for services deemed necessary or desirable. Amounts paid into the fund shall not be considered an advance payment of the Annual Assessment or any Special Assessment.

Section 7. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Dwelling Units and Lots within a particular class of membership, except for exempt Dwelling Units and Lots provided in Section 12 hereof and except that, notwithstanding anything within this Declaration to the contrary, all Owners, Declarant or any Class B member which owns a Lot or Lots shall be required to pay only 25% of any Annual or Special Assessment levied against any Dwelling Unit or Lot owned by it and for which no certificate of occupancy has been issued by the City of Raleigh.

Section 8. Commencement Date of Annual Assessment. The first Annual Assessment provided for herein shall commence the month after the first Dwelling Unit is completed on the

Property and such Annual Assessments shall continue on a calendar year basis thereafter from year to year.

Section 9. Due Date of Assessments. All Annual Assessments shall be due and payable on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors on the dates specified by the Board of Directors. The due date of any Special Assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 10. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against all Lots for each assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, within ten business days upon demand, and for a reasonable charge, at any time furnish to any Owner liable for said assessment, or to any person interested in Owner's Title, with the permission of Owner, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid; provided, however, that no Owner, or such person interested in Owner's title, shall be entitled to receive more than one (1) certificate for each payment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Collection of Assessments; Due Date; Penalties for Late Payment. Annual and special assessments may be collected on a monthly, quarterly, annual or other basis, as determined from time to time by the Board. The billing schedule shall be the same for all portions of the Property in a particular assessment category; provided, however, the Board, in its sole discretion, may establish different schedules for billing of Annual and Special Assessments due from Owners of different assessment categories. The Board shall have the power at any time and from time to time, in its sole discretion and upon such terms as the Board deems appropriate, to allow discounts to Owners who pay Annual and /or Special Assessments earlier than the due date therefor; provided, however, all such discounts shall be made available and applied uniformly to all Owners.

Subject to any limitations contained in this Declaration, other governing documents, or any applicable legal Requirement, the Board has the authority at any time and from time to time to establish the due dates, interest rate on unpaid amounts, and penalties for late payment of Annual and Special Assessments and other charges, including the authority to accelerate the unpaid balance of the Annual Assessment in instances where there is a default in payment of a portion of such Annual Assessment that is being billed monthly, quarterly or on any other basis. In the event of default in the timely payment of any assessment or other charge, the defaulting Owner shall be obligated to pay interest on the unpaid balance thereof from and after the due date at the lesser of: (i) eighteen percent (18%) per annum; or (ii) the highest lawful rate under applicable Legal Requirements; or (iii) such other amount, if any, established by the Board, together with all costs and expenses of collection, including reasonable attorney fees.

The Board may at any time and from time to time authorize a management company or other billing agent, on behalf of the Association, to bill and collect all assessments and other charges payable under this Declaration. The association, upon written request, shall furnish to a lot

owner or the lot owner's authorized agents a statement setting forth the amount of unpaid assessments and other charges against a lot. The statement shall be furnished within 10 business days after receipt of the request and is binding on the association, the executive board, and every lot owner. The Association may bring an action at law against the Owner personally and/or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of collection, including reasonable attorneys' fees and expenses, and interest as provided above. No Owner may waive or escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents or assigns, the right and power to bring all actions against such Owner or Member personally liable for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or a deed of trust lien on real property under Article 2A of Chapter 45 of the North Carolina General Statutes and such Owner hereby expressly grants to the Association a power of sale in connection with foreclosure of said lien. The lien provided for in this action shall be in favor of the Association and shall be for the benefit of the Association and all other Owners.

Section 12. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with late fees and interest as provided in Section 11 hereof and the cost of collection, including reasonable attorneys' fees, become a continuing lien and charge on the Lot owned by the defaulting Owner and improvements thereon covered by such assessment, as of the assessment due date, which shall bind such Lot and improvements then in the hands of the Owner, and the defaulting Owner's heirs, devisees, personal representatives, successors, and assigns. Except as hereinafter provided, the aforesaid lien shall be superior to all other liens and charges against such Lot and improvements thereon. To evidence the aforesaid assessment lien, which remains unpaid for a period of 30 days or longer the Board shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot and improvements thereon covered by such lien and a description of the Lot. Such notice shall be signed by an officer or authorized agent of the Association and shall be recorded in the Office of the Clerk of Superior Court of Wake County, North Carolina. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot and improvements thereon by the Association in like manner as a mortgage or a deed of trust with power of sale on real property under Article 2A of Chapter 45 of the North Carolina General Statutes subsequent to the recording of a notice of assessment lien as provided above and/or the Association may institute suit against the Owner personally obligated to pay the assessments and/or foreclosure of the aforesaid lien judicially or may seek other available remedy or relief. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The provisions of this Article V shall be in addition to the provisions of applicable laws relating to liens established as herein provided.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon any Lot subject to assessment. Sale or transfer of any Lot shall not affect the

assessment lien; however, sale or transfer of any Lot pursuant to such mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien, but not the personal liability of the Owner effected by such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 14. Lien to City of Raleigh. The Association and the City may file a lien and collect such assessments, without a vote of the Owners, for monies owed by the Association to the City pursuant to the Stormwater Replacement Agreement, the payment of such assessments being secured by a lien against all the Property, including each Lot. Upon the filing of a claim of lien by the Association or by the City, as the assignee of the Association's lien rights, the granted lien rights shall be enforced by foreclosure in like manner as a mortgage or deed of trust with power of sale on real property under Article 2A of Chapter 45 of the North Carolina General Statutes from and after the time of recording a claim of lien in the Office of the Clerk of Superior Court of Wake County, North Carolina, which claim of lien shall state the description of the Property, or portion thereof encumbered by the claim of lien, the name and address of the Association, the record owners of the encumbered portion of the Property at the time the claim of Lien is filed, and the amount of the lien claim. The claim of lien shall be recordable any time after default, and the lien shall continue in effect until all sums secured by the lien as herein provided shall have been fully paid. Such claims of lien shall include all sums that are due and payable when the claim of lien is recorded, plus interest at the rate set forth in the Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution but not to exceed eight percent (8%) per year, collection costs, and reasonable attorneys' fees. City lien claims shall be signed by the City Manager. Upon full payment of all sums secured by such claims of lien, the same shall be satisfied of record.

Section 15. Exempt Property. The following property, individuals, partnerships and corporations subject to this Declaration shall be exempted from the assessment, charge and Lien created herein:

- (a) Properties conveyed to public utilities for the purpose of granting utility easements;
- (b) All properties exempt from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemptions; and
- (c) All Common Property as defined herein;
- (d) All properties dedicated to, and accepted by, a local public municipality or authority.

Section 16. Omission of Assessments. The omission of the Board, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. General. Anything contained in Article VII of this Declaration to the contrary notwithstanding, no Lot preparation on any Lot or change in grade or slope of any Lot or erection of buildings or exterior additions or alterations to any building situated upon the Property or erection of or changes or additions in landscaping (excluding minor changes such as, but not limited to, annual and perennial flowers), fences, hedges, walls and other structures, or construction of any swimming pools or other improvements (as defined in Section 7 below), shall be commenced, erected or maintained on any Lot until the Architectural Control Committee (herein called the "Architectural Control Committee" or the "Committee"), appointed as hereinafter provided, has approved the plans and specifications therefor and the location of such improvements.

Section 2. Composition. Until December 31, 2012, Declarant shall appoint the members of the Architectural Control Committee which will be composed of three (3) individuals, each generally familiar with residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards within the Project. In the event of the death or resignation of any member of the Architectural Control Committee, Declarant, for so long as it has the authority to appoint the members of the Architectural Control Committee, and thereafter, the remaining members of the Architectural Control Committee, shall have full authority to designate and appoint a successor. Subsequent to December 31, 2012, the Board shall appoint the members of the Architectural Control Committee. At any time, Declarant may elect not to appoint the members of the Architectural Control Committee and may assign this right to the Board of Directors. For all construction commenced on or before December 31, 2012, Declarant retains the right to approve all original construction plans even though other members may be appointed to the Architectural Control Committee. Members of the Architectural Control Committee are not required to be Members or Owners.

Section 3. Has been intentionally left blank.

Section 4. Procedure. No improvement of any kind or nature shall be erected, remodeled or placed on any Lot until all plans and specifications therefor and a site plan therefor have been submitted to and approved in writing by the Architectural Control Committee, as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces with the remainder of the Property and improvements thereon;

(c) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon and drainage arrangement;

(d) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Architectural Control Committee, or matters in which the Architectural Control Committee has been vested with the authority to render a final interpretation and decision as the same may relate to creating a harmonious residential development in the Property.

Final completed plans and specifications for all improvements proposed to be constructed on a Lot shall be submitted in duplicate to the Architectural Control Committee for its approval or disapproval. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Architectural Control Committee, one complete set of plans and specifications will be retained by the Architectural Control Committee and the other complete set of plans and specifications will be marked "Approved" and returned to the Lot Owner or his designated representative. If found not to be in compliance with these covenants, conditions and restrictions or if found to be otherwise unacceptable to the Architectural Control Committee pursuant hereto, one set of plans and specifications shall be returned to the Lot Owner marked "Disapproved" accompanied by a reasonable statement of items found not to be in compliance with these covenants, conditions and restrictions or otherwise being unacceptable. Any modification or change to the Architectural Control Committee approved set of plans and specifications must again be submitted to the Architectural Control Committee for its inspection and approval. The Architectural Control Committee's approval or disapproval, as required herein, shall be in writing. All homeowners requesting Architectural Control Committee approval must comply with all City of Raleigh Applications and Permit requirements.

The Architectural Control Committee may from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied in regard to the Lots and shall carry forward the spirit and intention of these covenants, conditions and restrictions. Although the Architectural Control Committee shall not have unrestrained or complete discretion with respect to taste, design and any standards specified herein, the Committee shall be responsive to technological advances or general changes in architectural designs and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand). Such bulletins shall supplement these Covenants and are incorporated herein by reference, provided, however, that such bulletin may be amended with only the affirmative vote of the Board of Directors. Copies of all Architectural bulletins shall be on file for inspection in the principal office of the Association.

Section 5. Jurisdiction. The Architectural Control Committee is authorized and empowered to consider and review any and all aspects of the construction of any improvements on a Lot which may, in the reasonable opinion of the Architectural Control Committee, adversely affect the living enjoyment of one or more Owner or the general value of the Property of the Project.

Section 6. Enforcement. The Architectural Control Committee shall have the specific, nonexclusive right (but no obligation) to enforce the provisions contained in this Article of this Declaration and/or to prevent any violation of the provisions contained in this Article of this Declaration by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions contained in this Article of this Declaration. No failure to enforce or delay in enforcement of this Article shall be deemed a waiver of the right to enforce strict compliance with the terms of this Article.

Section 7. Definition of "Improvement". The term "improvement" shall mean and include all buildings, storage sheds or areas, carports, garages, decks, patios, roofed structures, satellite dish antennas, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, changes in grade or slope, site preparation, swimming pools, tennis

courts, signs, exterior illumination, changes in any roof shingle, changes in any exterior color or shape and any new exterior construction or exterior improvement which may not be included in any of the foregoing. The definition of improvements does not include flower, shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expended in accounting practice and which does not change exterior colors or exterior appearances. The definition of improvements does include both original improvements and all later changes to improvements.

Section 8. Failure of the Architectural Control Committee to Act. If the Architectural Control Committee fails to approve or disapprove any plans and specifications and other submittals which conform (and which relate to improvements which will conform) with the requirements hereof or to reject them as being inadequate or unacceptable within forty five (45) days after submittal thereof, and provided such submittal was a full and complete submittal of all items that were to have been submitted to the Architectural Control Committee, it shall be conclusively presumed that the Architectural Control Committee has approved such conforming plans and specifications and other submittals, EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variances relating to any mandatory requirements specified in the Declaration or by any rules, regulations, ordinances, or requirements of any governmental authority. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee shall either reject them as being inadequate or approve or disapprove part, conditionally or unconditionally, and reject the balance. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials.

Section 9. Limitation of Liability. Except for gross negligence, neither the Architectural Control Committee nor the members thereof nor Declarant shall be liable for claims, causes of action, damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

Section 10. Miscellaneous. The Association shall reimburse members of the Architectural Control Committee for reasonable out-of-pocket expenses.

Section 11. Inspection. The Architectural Control Committee shall have the right to enter the Lot of the applicant to determine that the improvements were made in conformity with the approved plans.

ARTICLE VII

USE OF LOTS AND COMMON PROPERTY

The Property (and each Lot situated therein) and the Common Property shall be occupied and/or used as follows:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for residential purposes only. No trade or business of any kind shall be conducted upon any Lot or any part thereof, except as may be approved by the Board of Directors on a case-by-case basis after petition by an Owner, provided, however, that any such approved business must be entirely conducted within the confines of the house or garage of an Owner and must not create, among other things, a nuisance to neighbors or create, among other things, excessive noise, traffic, odors, or unpleasant appearances. No Lot and no improvement may be used for hotel or other transient residential purposes. Each lease relating to any Lot or any improvements thereon (or any part of either thereof) must include a term of at least six (6) months and must provide that the tenant is obligated to observe and perform all of the terms and provisions hereof applicable to such Lot and/or improvement. A copy of any lease shall be submitted to the Association for assurance of compliance with these covenants.

Section 2. Obstructions, Etc. There shall be no obstruction of the Common Property, nor shall anything be kept or stored in the Common Property, or of the landscape easement areas shown on any recorded plats of the Property nor shall anything be altered, or constructed or planted in, or removed from the Common Property, without the prior written consent of the Board of Directors. Declarant shall have the right to install signs in the Common Property until December 31, 2012.

Section 3. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot or in the Common Property which will result in the cancellation of or increase of cost of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Property. Each Owner shall comply with these Declarations as well as all laws, regulations, ordinances (including, without limitation, applicable zoning ordinances) and other governmental rules and restrictions in regard to such Owner's Lot(s).

Section 4. Signs. Unless otherwise approved by the Architectural Control Committee, no sign of any kind shall be displayed to the public view on any Lot except Unit identification signs and one professional sign advertising the Lot for sale or rent or advertising the building contractor constructing improvements on the Lot during the initial construction and sales period. However, the foregoing shall not act to restrict or prohibit Declarant from erecting and maintaining signs advertising the Property, the Project or portions of either thereof. Notwithstanding the foregoing, all signs erected and maintained on any Lot must conform with all applicable governmental requirements.

Section 5. Nuisances. Nothing shall be done in any part of the Property, nor shall any noxious or offensive activity be carried on, nor shall any outside lighting or loudspeakers or other sound-producing devices be used, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 6. Attachments & Conversions. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or exterior walls of any residence on a Lot, unless such attachments shall have been first submitted to and approved in writing by the Architectural Control Committee, as defined in Article VI. No Garage may be converted into living space but shall remain as required space for parking.

Section 7. Damage to the Common Property. Each Owner shall be liable to the Association and/or the Declarant for any damage to the Common Property and/or landscaping caused by the negligence or willful misconduct of the Owner or his guests, invitees, agents, or contractors.

Section 8. Rules of the Board. All Owners and occupants of any Lot shall abide by all rules and regulations adopted by the Board from time to time. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association and/or the Declarant until December 31, 2012 for all damages and costs, including attorney's fees incurred in enforcing such rules and regulations.

Section 9. Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance (in the judgment of the Board) such as, but without limitation, by noise, odor, damage or destruction of property or refuse. All pet owners must contain, restrain, and control pets under applicable city and county animal control laws, and, in any event, all pets must be on a leash when not on the Lot of the pet owner.

Section 10. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Property except on a temporary basis in sanitary containers.

Section 11. Boats and Recreational Vehicles. Neither a motorboat, houseboat, personal watercraft or other similar water-borne vehicle, nor any "camper", recreational vehicle, or trailer, nor abandoned nor non operational motor vehicle may be maintained, stored or kept on any portion of the Property, except in enclosed garages or in areas specifically designated by the Architectural Control Committee.

Section 12. Water and Sewer. The water and sewer meters are common property. The maintenance, service, and payment for such water and sewer services from the City of Raleigh, or any other entity providing such services, are the responsibilities of the Association. The Association shall assess, monthly, each building's share for water and sewer services. The Association shall notify each Owner of his or her monthly obligation for water and sewer services. Each Owner is responsible for payment to the Association of the Owner's dwelling unit's pro-rata share of the building's monthly water and sewer invoice. Non-payment to the Association for water and sewer shall be enforced as an Assessment as defined in Article V.

Section 13. New Construction. Construction of new buildings only shall be permitted on Lots, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a Dwelling Unit. Declarant retains the right to Architectural Control approval for all new construction for all Lots within Fieldstone Crossing Cluster Unit Development commenced on or before December 31, 2012.

Section 14. Limitation of Truck Parking and Other Vehicles. Trucks of any Owner with tonnage in excess of one ton shall not be permitted to park overnight on the streets, driveways or otherwise within the Property. No vehicle of any size which transports flammable or explosive

cargo may be kept in the Property at any time by any Owner, Owner's family member or tenant. No vehicles of any Owner, Owner's family member or tenant that are not in a condition to be normally operated or which are unsightly in appearance may be stored or situated on any Lot, including in the driveway of any Lot, or parked on any street at any time, but may be stored in an enclosed garage. During the period of construction on each Lot, no Owner, Owner's family member or tenant shall be allowed to park any construction vehicles on the Lot or in the streets for any period of time beyond the time that said vehicle is necessary for construction on the said Lot.

Section 15. No Temporary Structure. No temporary dwelling, shop, tent, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any Lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given Lot during construction of a residence. No building material of any kind or character shall be placed or stored upon the Property until the Owner thereof is ready to commence construction of improvements.

Section 16. Landscaping. Except for the building pad, driveways and sidewalks, swimming pools, patios and decks as approved by the Architectural Control Committee (if required as provided herein) on each Lot, the surface of each Lot shall be of grass or other live foliage and/or ground cover and such grass, foliage and ground cover shall be neatly maintained at all times. The Association shall retain and maintain an easement to perform any and all landscaping maintenance deemed necessary by the Board or Association on any and all Lots. The general grading, slope and drainage plan of a Lot may not be altered without Architectural Control Committee approval and/or appropriate governmental agency approvals, if applicable. All firewood shall be neatly stacked in the rear or to the side of the house and/or garage on any Lot. Landscaping and gardening materials and supplies, including but not limited to, topsoil, wood chips, sand, leaf, mold, compost, pine straw, wheat straw and manure, whether in bag, bale or bulk form, shall be spread, used or incorporated into the landscaping and/or garden as quickly as possible after delivery and in no event shall be permitted to remain in view in either bag, bale or bulk form without being spread, used, or incorporated into the landscaping and/or garden for longer than fifteen (15) days.

Section 17. Fences and Walls. No fence shall be erected that violates the City of Raleigh Zoning Ordinances for this Subdivision. No fence or wall shall be erected, placed or altered on Lots designated as Lots 1-27 according to "Phase One Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC" nearer to any street fronting such Lot than the building corner of the Dwelling Unit constructed on such Lot and no fence shall exceed six (6) feet in height unless otherwise specifically required by governmental authorities having jurisdiction. No fence or wall on Lots designated as Lots 28-85 according to "Phase One Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC" shall exceed six (6) feet in height unless otherwise specifically required by governmental authorities having jurisdiction. All fences shall be maintained in a structurally sound and attractive manner. The Association shall retain and maintain an easement to perform all fence maintenance. An Owner must obtain the approval of the Architectural Control Committee before erecting a fence on such Owner's Lot.

Section 18. Sight Line Limitations. No fence, berm, sign, parked vehicle, wall, hedge or shrub planting which obstructs sight lines at elevations between two and eight feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the

street right of way lines. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement and to any sight triangles shown on any recording plat. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

Section 19. Air Conditioning Equipment. Except as for the Declarant or builder during the Construction Phase, no air conditioning window unit shall be installed on the front of any Dwelling Unit. No air conditioning apparatus shall be attached to any front wall or window of a Dwelling Unit on a Lot.

Section 20. Clothes Lines. The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices is prohibited within the Property.

Section 21. Burning. Except within fireplaces in the Dwelling Unit and outdoor cooking, no burning of anything shall be permitted within the subdivision.

Section 22. Utilities. All utilities and utility connections shall be located underground, including electrical, data, television and telephone cables and wires.

Section 23. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots.

Section 24. Maintenance of Lots By Association. If any Owner fails to maintain or cause to be maintained in good order and condition their Lot, Dwelling Unit or any other improvement upon the Lot, as required by this Declaration, and such failure continues for a period of thirty (30) days after such Owner has been given written notice by the Association specifying such failure to maintain, and no appeal to the Board is made, then the Association shall have the right to go on the Lot of such Owner to perform any necessary maintenance or repairs at the expense of the Owner. If the Association performs such maintenance or repairs, it shall be deemed to have contracted with the Owner for that work, shall be entitled to file and enforce a mechanic's lien against the interest of the Owner in its Lot for the cost of that work and to recover the cost of that work in an action at law against the Owner, all in accordance with the applicable laws of the State of North Carolina.

Section 25. Garages. Garages shall be maintained for the purpose, in which intended, as designated parking areas. Garages shall not be converted into living space.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association, by and through its Board of Directors or its otherwise duly authorized agents, shall have the authority to obtain and shall obtain, if available at a reasonable price, insurance for all insurable improvements on the Common Property against loss or damage by fire or other hazards, including extended coverage of vandalism and malicious mischief. This insurance, if available, shall be in an amount sufficient to cover the full replacement cost or repair or reconstruction in the event of damage or destruction from any such hazard. The Association shall also obtain a comprehensive public liability policy in the minimum amount of \$1,000,000 covering the Common Property, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, contractors, or employees along with a Fidelity Bond for all officers and employees having control over the receipt and disbursement of Association funds and Worker's Compensation to the extent necessary to comply with applicable laws. Premiums for all such insurance contemplated hereunder shall be Common Expenses of the Association.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment for such repairs or reconstruction. Any proceeds remaining after such costs of repair or reconstruction to the Common Property shall be retained by and for the benefit of the Association.

(b) If it is determined by the Association members that the damage or destruction of Common Property for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association. A decision not to reconstruct or repair must be approved by at least eighty percent (80%) of the Association members.

Section 3. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Board may levy a Special Assessment, as provided for in Article V of this Declaration, to cover the deficiency.

ARTICLE IX

CONDEMNATION

In the event that all or any part of the Common Property shall be taken (or conveyed in lieu of or under threat of condemnation) the award made for such taking shall be payable to the Association as trustee for Owners, to be disbursed as follows:

(a) If the taking involves a portion of the Common Property on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Property to the extent such plans are available in accordance with plans approved by the Board of Directors of the Association. If the condemnation award is insufficient to replace or relocate the improvements, the Board may levy a Special Assessment, as provided for in Article V of this Declaration, to cover the deficiency.

(b) If the taking does not involve any improvements on the Common Property or in the event that a decision is made not to repair or restore such improvements, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors may determine.

ARTICLE X

EASEMENTS

Section 1. Underground Services.

(a) Underground electrical service only shall be available to all the Lots. The metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two-foot priority easement along and centered on the underground electrical power service conductors installed from the utility company's easement to the designated point of service on the Dwelling.

(b) Easements for the underground utility service shall be kept clear of improvements such as buildings and patios, provided, however, other pavings such as walkways or driveways may cross such utility easements and neither Declarant nor any such utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to such improvements or shrubbery, trees, flowers, and other improvements of the Owner located on land covered by said easements.

(c) An easement is hereby established for the benefit of all applicable government agencies over all Common Property and over an area adjacent to any street or roadway within this Property hereby or hereafter established for the setting, removal, and reading of water meters.

Section 2. EASEMENT FOR GOVERNMENTAL AGENCIES. An easement is hereby established over the Common Property for the benefit of applicable Governmental agencies, utility companies and public service agencies (and any other Person providing services to the Property under agreement with or at the direction of the Association) as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage channels and facilities, utilities, and fire lines and acting for other purposes consistent with public safety and welfare including without limitation, law enforcement, fire protection, emergency and rescue services, animal control, garbage collection and delivery of mail. An easement is hereby established for the benefit of the City over the Common Property and over

the front five (5) feet of each Lot for the setting, removal and reading of water meters, the maintenance and replacement of water, sewer and Stormwater Control Measures and the collection of garbage.

Section 3. Encroachments. All Lots and the Common Property shall be subject to an easement for the encroachments of initial improvements constructed on adjacent Lots or Common Property by Declarant to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, bay windows, steps and walls. If this Declaration is breached or any encroachment occurs as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alterations, there is hereby created and shall be and remain a valid easement for such encroachment and the maintenance of the same.

Section 4. Declarant's Easements to Correct Drainage. For a period of twenty-five (25) years from the date of conveyance of the first Lot in a parcel, phase or section, Declarant reserves a blanket easement and right on, over and under the ground within that parcel, phase or section to maintain and to correct drainage or surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary. After such action has been completed, Declarant shall restore the affected property to its original condition to the extent practicable. Declarant shall give reasonable notice of intent to take such action to all affected Owners. These rights and reservations are assignable by Declarant.

Section 5. Association Easement. Every Lot and Dwelling structure thereon shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot or within any Dwelling structure and that endangers any improvement or portion of the Common Property.

Section 6. Association Maintenance Easement. For the benefit of the Association, its successor and assigns, a blanket easement across all of the Property is hereby established for the purpose of performing maintenance which the Association deems appropriate for the Association to perform pursuant to the terms of this Declaration.

Section 7. Temporary Construction Access and Disturbance Easement. An easement over, through and to the Common Property is reserved and established in favor of Declarant and all Owners for the purposes of ingress, egress, regress, conduct of construction activity, maintenance of and compliance with zoning ordinances, storage of construction materials and necessary disturbance of land for construction on any Lot. This easement shall be used only as and when necessary to facilitate the construction of improvements at any time on a Lot by Declarant or Owner as well as the extension of driveways, sidewalks, underground drainage and utility conduit and hookups to any dwelling unit situated on a Lot. In each instance, the person exercising these easement rights shall use its best efforts to minimize any soil or land disturbance activities, and shall restore the land to a condition which is graded smooth, in harmony with surrounding areas and, if applicable, landscaped in a manner substantially similar to any previous landscaping. However, in no instance, within the permanently protected undisturbed open space areas shall Declarant or any Owner cause placement of impervious surface, removal

of vegetation, encroachment, construction, disturbance of land or erection of any structure except in accordance with a watercourse buffer permit first being issued by the City of Raleigh. Should that person fail to restore the disturbed land as required, the Association may restore the land to the required condition and that person shall indemnify the Association for the reasonable expense incurred in performing that restoration. This easement shall be restricted to that Common Property which shall be reasonably servient and proximate to the Lot(s) upon which the construction is taking place.

Section 8. Exterior Maintenance Easement. An easement is granted to the Association, its officers, agents, employees, and to any management company retained by the Association to enter in or to cross over any portion of a Lot for exterior maintenance of the Dwelling Units and the landscaping of the Lots, as stated herein. The Owner of any Lot, their family members, tenants, contract purchasers, contractors, guests or agents shall not remove, injure or otherwise destroy the landscape material placed on any and all of the Lots. The Owner of any Lot, their family members, tenants, contract purchasers, contractors, guests or agents shall not remove or trim trees or vegetation in landscape areas as shown on recording plats of the subdivision. Diseased, unsafe or dying trees can be removed only with the consent of the Association.

Section 9. Utility Easements. The Declarant reserves unto itself and the Association a perpetual, nonexclusive alienable, and releasable easement and right, on, over and under the Property to erect, maintain, repair and use poles, wires, cables, conduits, lines, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, potable water, sewer, water drainage, cablevision, or other public conveniences or utilities on, in or over those portions of the Property as may be reasonably required to serve the Units. Notwithstanding such, no sewers, electrical lines, water lines, or other utility equipment or facilities may be installed or relocated in the Common Property except as approved by the Declarant or, after the end of the Declarant control period, the Association. Should any utility furnishing a service covered by this general easement or Owner using a service covered by this general easement request a specific easement by separate recordable documents, Declarant or, after the end of the Declarant control period, the Association will have the right and authority to grant such easement. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation to maintain reasonable standards of health, safety, and appearance. Such rights may be exercised by any licensee of the Declarant. This reservation shall not create any obligation on the part of the Declarant or Association to provide or maintain any such utility or service. Whenever possible, utilities within the Property, whether located within the Common Property or not, shall be installed and maintained underground. The easement provided for in this Article shall in no way affect other recorded easements on the Property.

Section 10. Easement and Right of Entry Repair, Maintenance Reconstruction. If any dwelling is located closer than five (5) feet from its lot line the Owner thereof shall have a perpetual access easement over the adjoining lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of his townhouse. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the Owner shall

restore the adjoining lot to as near the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

ARTICLE XI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall comprising a portion of two (2) Dwelling Units constructed on any Lot(s) which is placed on the dividing line between Lots (and any re-construction or extension thereof) shall be deemed "Party Walls", and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding such walls shall apply thereto.

Section 2. Destruction By Fire or Other Casualty. If a Party Wall is damaged or destroyed by fire or other casualty, any Owner who has used the wall may restore the wall. Each Owner who uses the restored Party Wall shall contribute to the costs of restoring the same in proportion to each such Owner's use; provided, however, that such contribution shall not prejudice the right of any such Owner to seek a larger contribution from any contributing Owner(s) based on negligence or willful misconduct.

Section 3. Alteration, Repair and Maintenance. Each Owner may construct, maintain, reconstruct, repair or extend a Party Wall situated on its Lot in an expeditious manner and in accordance with the provisions hereof. To the extent reasonably necessary, an Owner may go upon an adjoining Lot to perform such work. Upon the completion of such work, the Owner responsible therefore will restore the adjoining Lot to a condition as near as reasonably practicable to that which existed before such work was commenced. All reasonable costs for the repair and maintenance of a Party Wall shall be shared by the Owners who use the wall in proportion to such use; provided, however, that the cost of any repair necessitated by damage resulting from an Owner's negligence or intentional misconduct will be the sole responsibility of the Owner causing such damage. The cost of any voluntary alteration or improvement of a Party Wall shall be the sole responsibility of the Owner(s) performing such work.

Section 4. Right to Contribution. An Owner's right hereunder to contribution from another Owner shall be appurtenant to and run with the land. An Owner wishing to sell, transfer, mortgage or otherwise convey an interest in its Lot(s) may request in writing that the adjoining Lot Owner(s) provide to the requesting Owner within ten (10) days after receipt of such request a certificate stating that no contribution is due and owing to it from the requesting Owner, or if a contribution is claimed, describing in reasonable detail the nature of the claim. Any such certificate shall be provided at no charge.

Section 5. Arbitration. Notwithstanding anything to the contrary contained herein, any dispute between Owners concerning a Party Wall or arising under this Article X shall be settled by binding arbitration.

ARTICLE XII

EXTERIOR MAINTENANCE AND LANDSCAPING

Subject to the provisions of Article VII, Section 24, in addition to maintenance of the Common Property, the Association shall provide general maintenance of the lawns upon all Lots. If the rear yard is fenced in and/or there are other structures/impediments which preclude efficient lawn maintenance as determined in the sole and absolute discretion of the Architectural Approval Committee or Board of Directors then the Owner shall be responsible for lawn maintenance and any cost associated therewith shall not be an item of Common Expense. Each of the Owners of the Lots shall be responsible for all other maintenance and care of the Lots and the Dwelling Units located thereon and shall maintain such in a first class condition. The Owner of any Lot may at his election plant and maintain trees, shrubs, flowers, and grass in his yard in compliance with this Section. No such planting or maintenance by an Owner shall reduce the assessment payable by that Owner to the Association. In the event that the Association must perform any maintenance or repair which is the obligation of an Owner, as stated herein, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration. This Declaration and the controls, covenants, restrictions and standards set forth herein shall run with and bind the Property and shall be to the benefit of every Owner of a Lot in the Property, including Declarant, and their respective heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded. At such time, the easements, covenants, conditions and restrictions herein will automatically be extended for period(s) of ten (10) additional years each unless and until four-fifths of the Owners of the Lots vote against such extension, which vote shall be evidenced by an appropriate instrument of record recorded on or before the expiration of the then-applicable period. Owners may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been given to all Owners at least thirty (30) days in advance of the date of such vote, which notice shall set forth the purpose of such meeting.

Section 2. Amendment. Subject to the limitations hereinafter contained, this Declaration or any Supplemental Declaration may be amended or modified at any time by a vote of sixty-six and two-thirds percent (66 2/3%) of the total eligible votes of the membership of the Association as defined in Article IV hereof, with both classes of the membership voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the date of such vote, which notice shall set forth the purpose of such meeting. Notwithstanding anything contained hereinabove, it is understood and agreed that the consent of Declarant in writing to any amendment or modification hereof or of any Supplemental Declaration must first be obtained if such amendment or modification is to be effected prior to December 31, 2012. Declarant, without the consent or

approval of any other Owner, shall have the right to amend these declarations to conform to the requirements of any law or governmental agency having jurisdiction over the Property. In addition, Declarant may make minor amendments or modifications hereof which do not involve a change which materially affects the rights, duties or obligations specified herein provided it first obtains the approval (by vote at a duly called meeting) of the holders of two-thirds vote or more of the eligible votes of the Association (with both Classes of voting Members voting together). Any amendment or modification effected pursuant to this Section 2 shall become effective when an instrument is filed for the record in the Register of Deeds Office, Wake County, North Carolina, with the signatures of the requisite number of Owners (and the signature of Declarant, if such amendment or modification is to be effected prior to December 31, 2012). The foregoing shall not limit the rights of Declarant stated elsewhere herein. All amendments hereto must be approved by the City Attorney for the City of Raleigh, such approval to be evidenced by attaching a letter or stamp from such City Attorney or deputy to the recorded amendment, provided, however, that the City Attorney upon failure to approve or disapprove of a proposed amendment within thirty (30) days of receipt of a copy of such proposed amendment shall be deemed to have approved such amendment.

Section 3. Amendment Form. If any amendment to this Declaration is so approved, each such amendment shall be delivered to the Board of the Association. Thereupon, the Board of Directors shall within thirty (30) days, do the following:

(a) Reasonably assure itself that the amendment has been validly approved by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to any Lot to be examined).

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS
CONDITIONS AND RESTRICTIONS OF
FIELDSTONE CROSSING CLUSTER UNIT DEVELOPMENT

By authority of its Board of Directors, Fieldstone Crossing Homeowners Association, Inc., hereby certifies that the foregoing Instrument has been duly approved by the Owners of Fieldstone Crossing Cluster Unit Development and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Fieldstone Crossing Cluster Unit Development.

This the ____ day of _____, 20__.

FIELDSTONE CROSSING HOMEOWNERS
ASSOCIATION, INC.

ATTEST:

Secretary

(c) Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Wake County Registry.

All amendments shall be effective from the date of their recordation in the Wake County Registry, provided, however, that no such instrument shall be valid until it has been indexed in the name of the Association. When any instrument purporting to amend the covenants, conditions, and restrictions has been certified by the Board of Directors, recorded, and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons then owning or thereafter purchasing any Lots.

Notwithstanding anything to the contrary that may appear herein, Declarant unilaterally may at any time and from time to time amend or modify the Subdivision Declaration, if such amendment or modification is necessary for any one or more of the following purposes to satisfy the requirements of FHA (Federal Housing Administration), VA (Veterans Administration), Fannie Mae (Federal National Mortgage Administration), Office of Interstate Land Sales Registration of the Department of Housing and Urban Development (OILSR) or other governmental agency, Secondary Mortgage Market Agency or Mortgagee. Each such amendment shall be effective upon the later of the date of its recording in the Registry or the effective date specified therein.

Section 4. Enforcement. Enforcement of the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens for which provision is made in this Declaration shall be by any 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, charges or lien and in no event shall any delay in such enforcement be deemed a waiver of the right to do so thereafter or of any other or future violation of any thereof. The Association Board shall have the authority to implement fines to any person or persons for violations of controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens. The authority of the Association to implement fines shall commence after the completion of due process for any violation pursuant to N.C. Gen Stat. 47F-3-107.1. Declarant, so long as it is a Class B Member, the Association and each Owner shall each independently have the right to enforce these Covenants.

Section 5. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses and phrases shall remain effective irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

Section 6. Notice. Whenever written notice to an Owner (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owner appearing on the records of the Association. If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail properly addressed, with postage prepaid, whether received by the addressee or not. It is the Owner's responsibility to notify the Association of any changes in Owner name and/or mailing address.

Section 7. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 8. Conflicts. In the event of any irreconcilable conflict between this Declaration and the By-Laws of the Association, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the By-Laws of the Association and the Articles of Incorporation of the Association, the provisions of this Declaration shall control.

Section 9. Declarant Consent. No provision hereof requiring the consent of Declarant shall be effective during any period while Declarant does not own property subject to the provisions of this Declaration.

Section 10. Non-Disturbance of open space. All trees shall be preserved within this area; provided, however, the tree preservation area may be disturbed for the installation of utilities and storm water pipes and for the removal of dead, dying, or diseased trees. Supplemental plantings shall be allowed within the tree preservation area. However, in no instance, within the permanently protected undisturbed open space areas shall Declarant or any Owner cause placement of impervious surface, removal of vegetation, encroachment, construction, disturbance of land or erection of any structure except in accordance with a watercourse buffer permit first being issued by the City of Raleigh.

Section 11. WARNING. Failure to maintain Stormwater control measures within the guidelines of the Raleigh City Code could subject each lot owner to significant daily civil penalties and other enforcement actions

Section 12. Street Maintenance, construction and emergency access. In no case shall the City of Raleigh be responsible for failing to provide any emergency or regular fire, police or other public service to any Lots or their occupants when such failure is due to lack of access to such areas due to inadequate design or construction, blocking of access routes, inadequate maintenance, or any other factor within the control of the Declarant, developer, Association, Owner or occupants. In no case shall the City of Raleigh or the State be responsible for maintaining any private street. Such responsibility shall rest with the homeowners association and occupants in that such private streets will not be constructed to the minimum standards sufficient to allow their inclusion for public maintenance.

Section 13. Cluster Unit Density. The Property is a part of a cluster unit development approved by the City in which residential density transfers are permitted; therefore, even though some lots may appear to contain enough land area to construct additional dwelling units or create additional lots, prior density transfers approved within the cluster unit development may, in fact, preclude City approval of additional dwellings or further subdividing of lots

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have caused this Declaration to be executed under Seal on the day and year first above written.

FIELDSTONE, LLC
a North Carolina Limited Liability Company

By: [Signature]
Michael Thomasson, Member

STATE OF Maryland

Anne Arundel COUNTY

I, Christine A. Allen, a Notary Public for said County and State do hereby certify that Michael Thomasson personally appeared before me this day and acknowledged that he is the managing member of Fieldstone, LLC a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Company, the foregoing instrument was signed in its name by him/her.

Witness my hand and official stamp or seal this 14th day of January, 2004.

[Signature]
Notary Public

My Commission Expires:

July 10, 2007



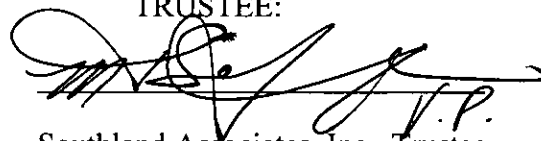
CHRISTINE A. ALLEN
State of Maryland
Anne Arundel County
Notary Public
My Comm. Exp. July 10, 2007

CONSENT OF MORTGAGEE

Central Carolina Bank being the Beneficiary under that certain Deed of Trust from Fieldstone, LLC to Southland Associates, Inc. Trustee, recorded in Book 10495 at Page 1117 and rerecorded in Book 10522 at Page 590 of the Wake County North Carolina Public Registry, conveying the property described on **Exhibit A** attached to this Declaration, hereby: (a) consents to the recordation of this Declaration and the imposition of the provisions hereof to the real property described in **Exhibit A**; and (b) subordinates the lien and operation of the Deed of Trust to this Declaration and the provisions contained herein. In the event of a foreclosure of the Deed of Trust, or a transfer of any portion of the property in lieu of foreclosure, Beneficiary and Trustee agree that the purchaser at any such foreclosure or the transferee under any such deed in lieu of foreclosure shall take title to the property together with and subject to all of the terms and conditions of this Declaration. The execution of this Consent of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between the Beneficiary and Declarant the relationship of partnership or of joint venture, nor shall it be deemed to impose upon the Beneficiary any of the liabilities, duties or obligations of the Declarant under this Declaration. Beneficiary executes this Consent of Mortgagee solely for the purposes set forth above. The Trustee also joins in and executes this Consent as Trustee for the purposes set forth above.

Barktone A. Antone Residuary Trust, being the Beneficiary under that certain Deed of Trust from Fieldstone, LLC to John M. May, Trustee, recorded in Book 9612 at Page 769 of the Wake County, North Carolina Public Registry, conveying the property described on **Exhibit A** attached to this Declaration, hereby: (a) consents to the recordation of this Declaration and the imposition of the provisions hereof to the real property described in **Exhibit A**; and (b) subordinates the lien and operation of the Deed of Trust to this Declaration and the provisions contained herein. In the event of a foreclosure of the Deed of Trust, or a transfer of any portion of the property in lieu of foreclosure, Beneficiary and Trustee agree that the purchaser at any such foreclosure or the transferee under any such deed in lieu of foreclosure shall take title to the property together with and subject to all of the terms and conditions of this Declaration. The execution of this Consent of Mortgagee by the Beneficiary shall not be deemed or construed to have the effect of creating between the Beneficiary and Declarant the relationship of partnership or of joint venture, nor shall it be deemed to impose upon the Beneficiary any of the liabilities, duties or obligations of the Declarant under this Declaration. Beneficiary executes this Consent of Mortgagee solely for the purposes set forth above. The Trustee also joins in and executes this Consent as Trustee for the purposes set forth above.

TRUSTEE:



Southland Associates, Inc., Trustee

BENEFICIARY

Central Carolina Bank

By:

[Signature] SVP

Print Name:

David L. Schefar

Title:

Senior Vice President

STATE OF NC

COUNTY OF Wake

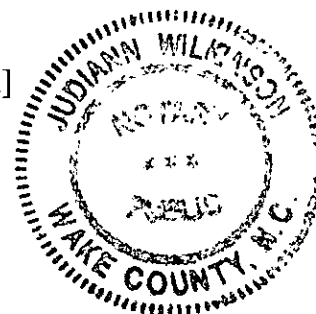
I, Judith Wilkerson, Notary Public for said County and State, do hereby certify that of M. Pradyot Talwar of Southland Associates, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument. TRUSTEE

WITNESS my hand and official seal, this the 2 day of Feb, 2007.

Judith Wilkerson
Notary Public

[Official Stamp or Seal]

My commission expires: May 6, 2007.



STATE OF NC

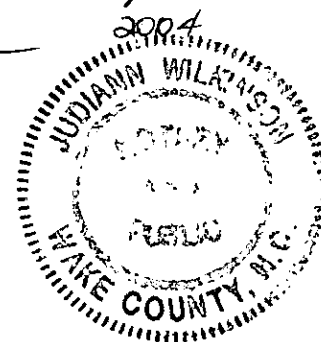
COUNTY OF Wake

I, Judiam Wilkerson, Notary Public for said County and State, do hereby certify that David L. Schaefer, a Sr. VP of Central Carolina Bank, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company.

WITNESS my hand and official seal, this the 2 day of Feb, 2003.

Judiam Wilkerson
Notary Public

[Official Stamp or Seal]



My commission expires: May 6, 2007.

STATE OF _____

COUNTY OF _____

I, _____, Notary Public for said County and State, do hereby certify that John M. May, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2003.

Notary Public

[Official Stamp or Seal]

My commission expires: _____, _____.

STATE OF _____

COUNTY OF _____

I, _____, Notary Public for said County and State, do hereby certify that _____, a _____ Barktone A. Antone Residuary Trust, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company.

TRUSTEE:

John M. May

John M. May, Trustee

BENEFICIARY

Barktone A. Antone Residuary Trust

By: *Kay Antone Mitchell, Jr.*

Print Name: Kay Antone Mitchell

Title: Trustee

STATE OF _____

COUNTY OF _____

I, _____, Notary Public for said County and State, do hereby
certify that of _____ of Southland Associates, Inc., personally appeared before me
this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2003.

Notary Public

[Official Stamp or Seal]

My commission expires: _____, _____.

STATE OF _____

COUNTY OF _____

I, _____, Notary Public for said County and State, do hereby certify that _____, a _____ of Central Carolina Bank, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company.

WITNESS my hand and official seal, this the _____ day of _____, 2003.

Notary Public

[Official Stamp or Seal]

My commission expires: _____, _____.

STATE OF North Carolina

COUNTY OF ~~Moore~~ FRANKLIN

I, NORMA W. ARNOLD, Notary Public for said County and State, do hereby certify that John M. May, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, on behalf of the Trust.

*Kay Antone Mitchell as Trustee of the Barktone A. Antone Residuary Trust,

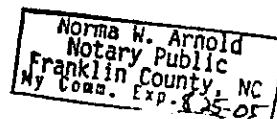
WITNESS my hand and official seal, this the 6th day of JANUARY, 2004

Notary Public

Norma W. Arnold

[Official Stamp or Seal]

My commission expires: Aug. 25, 05.



STATE OF North Carolina

COUNTY OF Moore

I, Lynne M. Jones, Notary Public for said County and State, do hereby certify that Kay Antone Mitchell, as Trustee, Barktone A. Antone Residuary Trust, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company, Trust.

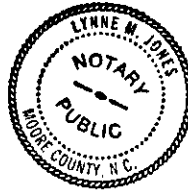
WITNESS my hand and official seal, this the 12 day of January, 20084.

Notary Public

Lynne M. Jones

[Official Stamp or Seal]

My commission expires: October 19, 2007.



Y contains

EXHIBIT A

BEING ALL PHASE 1 as more particularly shown as “Phase One Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC” (the “Subdivision Map”) recorded in Book of Maps 2004 Pages 991-3 Wake County Registry, containing 10.664 acres more or less.

EXHIBIT B

Stormwater Operations and Maintenance Manual and Budget

EXHIBIT B

STORMWATER

OPERATION & MAINTENANCE MANUAL
AND BUDGET

FOR

FIELDSTONE CROSSING
CLUSTER UNIT DEVELOPMENT
(S-08-03)

Prepared by:
Aiken & Yelle Associates, PA
3755 Benson Drive
Raleigh, NC 27609

DRY DETENTION BASINS

OPERATIONS AND MAINTENANCE MANUAL

SECTION I- INTRODUCTION:

This manual establishes procedures for maintenance and operation of stormwater in accordance with the guidelines as set forth in the City of Raleigh's Stormwater Management Design Manual for Fieldstone Crossing Cluster Unit Development, City of Raleigh file number S-08-03. This development will be developed in phases. The first phase will contain 10+ acres. The City rules require that stormwater devices be inspected annually and that they be maintained in accordance with this document. Any repairs that become necessary as a result of periodic inspections shall be completed within thirty (30) calendar days of filing the report unless written approval of an extension is obtained from the City of Raleigh Engineering or Conservation.

A. Interim Stormwater Devices

Phase 1 of this development plan includes the construction of three (3) temporary dry detention basins to satisfy detention requirements associated with Phase 1 construction. For the purpose of this document the denotation of Temporary Dry Detention Basin #1,2 & 3 will be used since these basins will be removed upon the construction of Phase 2 of this development plan and the erection of Dry Detention Basin #4.

The dry detention basins are designed to discharge post-development flows below pre-development levels. Both the 2-year and 10-year storm events have been analyzed to evaluate the function of these basins and outlet devices. As a storm event occurs, the water levels will rise within the basin to the designed spillway elevation and then release, until dry, over an approximate 24-hour period, thru the principal outlet structure. For additional data on Temporary Dry Detention Basins 1-3 consult construction drawings prepared by Aiken & Yelle Associates, PA entitled "Fieldstone Crossing Cluster Unit Development- Phase 1 Construction Drawings" dated 07/18/03 and further approved by the City of Raleigh Engineering Division on 7/31/03.

Temporary Dry Detention Basin #1:

This basin is located at the end of Phase 1 construction of the site entrance drive, Stone Manor Drive. More specifically, this basin is located downstream from FES #6C, near Lots 19-21. This basin has a storage volume of 16,110 cubic feet. The basin is oval in shape having a top dimensions of approximately 107' by 75' and a bottom dimension of approximately 32' x 22'. The bottom elevation of the basin is 243.5' with a top of dam elevation of 248.2' with 3'H: 1'V side slopes.

The principal outlet structure of this basin consist of 34 lf of 12" PVC pipe installed thru the berm with a 10" orifice cap installed at the down-gradient end of the pipe. More specifically the outlet pipe is to be installed having upstream and downstream invert of 243.5 and 243.0, respectively. An emergency spillway is to be constructed on the southern end of the basin at an elevation of 247.65. The spillway will be constructed in natural ground and armored with American Green P-300.

Additionally, there will be riprap dissipater pads installed on FES#6C and at the end of the basin outlet pipe to diffuse flows before entering and exiting the basin. These dissipater pads should be 9' x 5' x 18" thick using Class B riprap ($D_{50}=6''$) and 5'x3'x 9" thick using Class A riprap ($D_{50}=3''$), respectively. Additionally, a 48 LF 6" x 6" treated timber flow diffuser shall be installed at the end of the riprap dissipater at the basin outlet pipe.

Temporary Dry Detention Basin #2:

This basin is located at the end of Phase 1 construction of the Eagle Stone Lane. More specifically, this basin is located downstream from FES #20A, near Lot 68 and 69. This basin has a storage volume of 4,255 cubic feet. The basin is oval in shape having a top dimension of approximately 55' by 45' and a bottom dimension of approximately 24' x 14'. The bottom elevation of the basin is 264.5' with a top of dam elevation of 268.2' with 3'H: 1'V side slopes.

The principal outlet structure of this basin consist of 37 L.F. of 4" PVC pipe installed thru the berm with a 3.5" orifice cap installed at the down-gradient end of the pipe. More specifically the outlet pipe is to be installed having upstream and downstream invert of 264.5 and 264.0, respectively. An emergency spillway is to be constructed on the southern end of the basin at an elevation of 267.15'. The spillway will be constructed in natural ground and armored with American Green P-300.

Additionally, there will be riprap dissipater pads installed on FES#20A and at the end of the basin outlet pipe to diffuse flows before entering and exiting the basin. These dissipater pads should be 6' x 4' x 12" thick using Class B riprap ($D_{50}=6''$) and 3' x 2' x 9" thick using Class A riprap ($D_{50}=3''$), respectively. Additionally, a 10 LF 6"x6" treated timber flow diffuser shall be installed at the end of the riprap dissipater at the basin outlet pipe.

Temporary Dry Detention Basin #3:

This basin is located at the end of Phase 1 construction of the Midstone Lane. More specifically, this basin is located downstream from FES #16B, near Lots 78 and 79. This basin has a storage volume of 13,388 cubic feet. The basin is round in shape having a top dimension of approximately 83' by 62' and a bottom dimension of approximately 37' x 23'. The bottom elevation of the basin is 251.5' with a top of dam elevation of 256.26' with 3'H: 1'V side slopes.

The principal outlet structure of this basin consist of 40 L.F. of 8" PVC pipe installed thru the berm with a 7.5" orifice cap installed at the down-gradient end of the pipe. More specifically the outlet pipe is to be installed having upstream and downstream invert of 251.5 and 251.0, respectively. An emergency spillway is to be constructed on the southern end of the basin at an elevation of 255.95'. The spillway will be constructed in natural ground and armored with American Green P-300.

Additionally, there will be riprap dissipater pads installed on FES#16B and at the end of the basin outlet pipe to diffuse flows before entering and exiting the basin. These dissipater pads should be 9' x 5' x 18" thick using Class B riprap ($D_{50}=6"$) and 4' x 3' x 9" thick using Class A riprap ($D_{50}=3"$), respectively. Additionally, a 28 LF 6"x6" treated timber flow diffuser shall be installed at the end of the riprap dissipater at the basin outlet pipe.

B. Permanent Stormwater Devices:

Phase 2 of this development plan will include the construction of Dry Detention Basin#4. This basin will be designed and constructed to satisfy detention requirements for the entire development plan, including Phases 1, 2, 3 and 4.

The dry detention basin will be designed to discharge post-development flows below pre-development levels. Both the 10-year and 100-year storm events have been analyzed to evaluate the function of the basins and outlet devices. As a storm event occurs, the water levels will rise within the basin to the spillway elevation and then release, until dry, over an approximate 36-hour period, thru the principal outlet structure. For additional data on Dry Detention Basins #4 consult the preliminary subdivision plans prepared by Aiken & Yelle Associates, PA entitled "Fieldstone Crossing Cluster Unit Development- Preliminary Subdivision" dated 06/10/03. Final construction drawings for this basin have not been completed. The final design for this plan will be included in Fieldstone Crossing CUD – Phase 2 Construction Drawings.

Dry Detention Basin #4:

This basin will be constructed as part of Phase 2 of this development and will serve as the permanent detention basin for the entire development. The basin will be

constructed adjacent to the future extension of Cannon Ridge Drive east of the proposed intersection of Garden Stone Drive and Cannon Ridge Drive. More specifically the basin is proposed on the north side Cannon Ridge Drive across from single-family lots 7-9. This basin will have a storage capacity of approximately 117,500 cubic feet. The basin is oblong in shape having a top dimension of approximately 189' by 273' and a bottom dimension of approximately 97' x 72'. The bottom elevation of the basin is 218.0 with a top of dam elevation of 224.50 with 2.5'H: 1'V side slopes.

The principal outlet structure of this basin consist of 115 L.F. of 30" RCP pipe installed thru the berm, across future Cannon Ridge Drive to a downstream outlet point. More specifically the outlet pipe is to be installed having upstream and downstream invert of 218.0 and 215.8, respectively. An emergency spillway is to be constructed on the southern end of the basin at an elevation of 223.50'. The spillway will be constructed in natural ground and armored with American Green P-300.

Additionally, there will be riprap dissipater pads installed on FES#11B and FES #34 to diffuse flows before entering the basin. These dissipater pads should be 15' x 8' x 18" thick and 18' x 9' x 18" thick using Class B riprap ($D_{50}=6''$), respectively. A level spreader will be constructed at the end of the basin outlet pipe adjacent to Neuse River Riparian Buffer.

SECTION II- MAINTENANCE OF EMBANKMENTS

A. Vegetation

The embankment of each detention basin has a ground cover of fescue and pine straw, which if properly maintained will prevent erosion of the embankment and provide an easy surface for inspection. The grass will be the most difficult to obtain on the inside of the berm, the area which is subject to water level fluctuation. Grass should be fertilized every October and April.

- ξ Reseeding- Periodic reseeding may be required to establish grass on areas where seed did not take or has been destroyed. Before seeding fertilizer (10-10-10) should be applied to a minimum rate of 12 to 15 pounds per 1,000 square feet. The seed should be covered with soil to the depth of approximately $\frac{1}{4}''$. Immediately following the planting, the area should be mulched with straw. Re-seeding should occur in the fall and spring.
- ξ Mowing- Grass mowing, brush cutting and removal of weed vegetation will be necessary for the proper maintenance of the embankment. All embankment slopes and vegetation of spillway should be mowed when the grass exceeds 8" in height. Acceptable methods include the use of weed whips and power brush cutters and mowers. All trees and shrubs shall be removed from the embankment.

B. Erosion

Erosion occurs when the water concentrates causing failure of the vegetation or when vegetation dies and sets up the environment for rill erosion and eventually gullies from the stormwater runoff. The embankment should be inspected for these areas. Proper care of vegetative areas that develop erosion is required to prevent more serious damage to the embankment. Rills and gullies should be filled with suitable soil compacted then seeded. Methods described in Section II-A should be used to properly establish the grass surface. Where eroded areas are observed, the cause of erosion should be addressed to prevent a continued maintenance problem. This can be corrected by reshaping to more evenly distribute the runoff to areas that are not experiencing erosion problems.

Abutment Areas- The abutment area is the line formed where the embankment fill comes into contact with the existing slope. Runoff from rainfall concentrates in these areas and can reach erosive velocities because of the steep slopes. If a normal stand of grass cannot be maintained on the abutments, additional measures may be needed, such as turf reinforcement matting, to provide for the establishment of a good ground cover.

ξ **Upstream Embankment Slope-** Erosion problems can develop on the upstream face of the side slopes due to the fluctuation of water level in the basin. This is a result of the combination of wave action and ground saturation, which occurs from elevated water levels. The erosion generally occurs as the water level falls and the saturated ground becomes subjected to the wave action. If erosion becomes a problem, it may necessitate the installation of a turf reinforcing mat or even a stone armoring along the zone subject to fluctuating water level. This would consist of 18" thick NCDOT Class B stone for erosion control underlined with Mirifi700x geo-textile fabric. It should be centered at the point of the erosion control problem and covering an area two feet above and below the approximate center of the eroded area.

C. Seepage

Detection- An annual inspection of the downstream face of each embankment dam should be made for seepage. It is recommended that this inspection occur in February or March following the typical wetter winter months. Seepage may vary in appearance from a soft wet area to a flowing spring. It may show up first as only an area where the vegetation is lush and dark green. Cattails, reeds, mosses and other marsh vegetation often become established in a seepage area. The downstream abutment areas where the embankment fill and natural ground interface are very common locations for seepage. Embankment slides may result from excessively saturated embankment slopes. The natural foundation area immediately downstream of the dam abutment should also be inspected to insure that "piping" is not occurring through the embankment. "Piping" may appear as a "boil" or spring carrying soil.

The soil usually deposits around the boil area and is evident by sedimentary deposits accompanying it.

D. Cracks, Slides, Sloughing and Settlement

- ξ Cracks- The entire embankment should be inspected for cracks. Short isolated cracks are usually not significant, but larger cracks (wider than ¼”), or well-defined cracks indicate a serious problem. There are two types of cracks: transverse and longitudinal.

Traverse cracks appear across the embankment and indicate a difference in settlement within the embankment. These cracks provide avenues where seepage and piping could develop.

Longitudinal cracks run parallel to the embankment and may signal the early stage of a slide. In recent built structures these cracks may be due to poor compaction or poor foundation preparation resulting in consolidation after construction.

- ξ Slides- Slides and slumps are serious threats to the safety of an embankment. Slides can be detected easily unless obscured by vegetation. Arch shaped cracks are indications that slides are beginning. These cracks soon develop into large scarps in the sides and top of the slide.
- ξ Settlement- Settlement occurs both during construction and after the embankment has been completed and placed in service. To a certain degree, this is normal and should be experienced. It is usually the most pronounced at the location of maximum embankment height. Excessive settlement will reduce the freeboard (difference in elevation between the permanent water surface and the top of dam). Any area of excessive settlement should be restored to original elevation and condition to reduce the risk of overtopping. A relatively large amount of settlement (more than 6”) within a small area could indicate serious problems in the foundation or perhaps the lower part of the embankment. Settlement accompanied by cracking often produces failure.
- ξ If any of the above items are detected, they may be signs of significant problems, which could lead to the failure of the structure. A geo-technical or civil engineer should be consulted regarding the origin of the problem and for the assessment of the appropriate solution for correcting them.

E. Rodent Control

Generally in urban environment, rodents are not a problem. Rodents such as ground hogs, muskrats and beavers are attracted to dams and reservoirs and can be quite dangerous to the structural integrity and proper performance of the embankment and spillway. Groundhogs and muskrats produce burrows in the manmade earth embankment that become pathways for seepage. In the event burrows are detected within the dam, the rodents should be dealt with by humane removal.

SECTION III: MAINTENANCE OF THE PIPE AND PIPE JOINTS-

The pipe and joint material of the principal outlet from the temporary detention basins are PVC and RCP, as is the case, for the future permanent detention basin. There should seldom be any problem, yet they need to be inspected in order to insure that the storm water device is operating properly.

Inspections for cracks and surrounding area erosion are to be part of the normal inspection process as described in Section X Manual. In the event that the pipe is not performing its function, the report should note such. Minor deterioration is not cause for alarm, but if the pipe should separate slightly at the joints, the joints should be refilled as recommended by the manufacturer. Should the pipe break or become non-functional, an engineer should be called in to describe the remedy.

Removal of Sediment From the Pipe- Any blockage of the pipes, which does not allow the device to function properly, must be cleared away. Yearly maintenance is to be performed on the inlet and outlet to remove sediment or other obstructions as they occur.

SECTION IV: MAINTENANCE OF DISSIPATERS & LEVEL SPREADER & TIMBER FLOW DIFFUSERS-

A. Rip-Rap Dissipater Pads:

The inlet and outlet dissipater pads for basins consist of both Class A and Class B riprap pad. Periodic inspection is required to insure that the pad function properly to disperse stormwater and reduce velocity. Riprap will need to be replaced when not functioning properly or as recommended by the annual inspection. Dissipater pads are to be located at the end of the flared end sections entering the basins and also at the end of the outlet structures for each basin. It is estimated that riprap will need replenishment every five years.

B. Level Spreader:

The level spreader downstream of Dry Detention Basin #4 should be inspected semi-annually to ensure that discharged stormwater is returning to sheet flow before entering the Neuse River Buffer. Existing vegetation within treed areas should also be observed to verify that proper maintenance is being kept. Vegetation within the level spreader should be kept to a maximum height of 8 inches. Any eroded or settled areas should be replaced with compacted fill material then seeded and mulched. Fescue seed should be used for seeding of repair areas.

Since the permanent level spreader will be constructed after the entire site is stabilized with vegetative ground cover, there should be little or no sedimentation. However, the level spreader should be inspected after each 2-inch or greater rainfall event over a 24-hour period and any sediment accumulation shall be removed to maintain original contours. The removed material should be hauled offsite to a suitable site or mounded somewhere onsite and stabilized with a ground cover sufficient to restrain erosion.

C. Timber Flow Diffusers

The timber flow diffusers consist of 6" x 6" treated timbers. The timbers shall be installed at the end of the riprap dissipater pads down gradient from the pond principal outlet structures of the temporary Dry Detention Basins. The top of the timbers shall be set 1" above the riprap elevation and secured to the terrain with 24" #5 steel rebar. Periodic inspection is required to insure that the flow diffusers function properly to disperse stormwater and reduce velocity. The timbers will need to be replaced when not functioning properly or as recommended by the annual inspection. It is estimated that timber flow diffusers will need to be replaced every twenty years.

SECTION V: TRASH AND DEBRIS-

During all inspections and observations, trash and debris should be removed from the inlets, pipes and embankments. Riprap dissipaters, timber flow diffusers and level spreader areas shall be kept clear of debris such as leaves, stones, large branches, loose bottles, cans, food containers and other forms of rubbish. Debris can gather immediately down slope of the structures causing localized damming forcing concentrated flows and possible erosion.

SECTION VI: SEDIMENT REMOVAL FROM DETENTION BASINS

As previously indicated the basins should be graded per the design standards after the site is developed and has stabilized. This should limit the amount of sediment that flows into the basin. Theoretically, due to the fact that the site should be stable before the basins are officially in place the amount of sediment should be minimal. The frequency of this sediment removal can be reduced by ensuring that the site area around the buildings and parking areas remain stabilized with a vegetative ground cover. This would include a periodic application of fertilizer and other treatments necessary to promote a stable ground cover and minimize sedimentation to the basin.

The level of accumulated sediment shall be checked quarterly. Accumulated sediment shall be removed from the basin when twenty-five percent (25%) of the principal outlet structure of the basin is filled with sediment, or as determined by a Professional Engineer during the annual inspections.

Generally the dredging process begins when the basin has fully discharged so that the material can be excavated with conventional equipment for trucking offsite. The removed material should be hauled offsite to a suitable site or mounded somewhere onsite and stabilized with a ground cover sufficient to restrain erosion. It is estimated that sediment will need to be removed from the basin every 5 years.

SECTION VII: MAJOR REPAIRS

Major Repair items include:

- ξ Embankment:
Repairing seepage areas, cracks, slides, sloughing and settlement.
- ξ Outlet:
The replacement of pipe or pipe components.
- ξ Any repair work of the Permanent Dry Detention Basin costing \$6,191.67 or more (one third initial construction cost for Permanent Dry Detention Basin #4)
- ξ Any repair work of the Temporary Dry Detention Basins costing \$2,951.33 or more (one-third initial construction cost for Temporary Dry Detentions Basins)

SECTION VIII: OPERATION

A. Record Keeping

Operation of the storm water maintenance device should include recording of the following:

- ξ Annual Inspection Reports- Inspections should be conducted annually in accordance with Raleigh City Code section 10-9028. A professional engineer or his/her representative should conduct the inspection. Reports should be kept on file with the Homeowner's Association and a copy given to the Central Engineering Department of the City of Raleigh.
- ξ Observations- All visual observations should be recorded. Where periodic visual inspections are performed following significant rainfall events (2" or greater event over a 24 hour period), these inspections should be logged into the Periodic Inspections, Operation & Maintenance Form in Section X of this manual.
- ξ Maintenance- Written reports of maintenance and/or repairs should be recorded on the Periodic Inspections, Operation & Maintenance Form in Section X of this manual.

B. Other Operational Procedures

The Homeowner's Association should maintain a complete and up-to-date set of plans (as-built drawings) and all changes made to the storm water maintenance devices over time should be recorded on the as-built plans.

SECTION IX: BUDGET**1. Annual Budget- Temporary Basins 1-3**

*For Phase 1 of this development the homeowners' association annual budget shall accommodate the following budget.

Annual Inspection & Report Registered Engineer 1 visit @ 12hrs/visit x \$90/hour	\$ 1,080.00
Miscellaneous Visits	\$ 720.00
Replacement contribution to the City of Raleigh	\$ 2,105.16
Maintenance Cost for mowing, seeding fertilizing (2xs Annual)	\$ 2,000.00
Trash removal (Monthly)	\$ 1,000.00
Sediment cost removal (every 5 years) annualized cost	\$ 1,000.00
Rip Rap Replenishment (every 5 years) annualized cost	\$ 400.00
Annual Insurance Premium for Liability and Casualty Insurance	\$ 1,000.00
Total Annual Budget (Temporary Basins)	<u>\$ 9,305.16</u>
Recommended Budget (Temporary Basins)	\$ 9,500.00

2. Annual Budget- Permanent Dry Detention Basin #4

Annual Inspection & Report	
Registered Engineer 1 visit @ 8hrs/visit x \$90/hour	\$ 720.00
Miscellaneous Visits	\$ 720.00
Replacement contribution to the City of Raleigh	\$ 2,105.16
Maintenance Cost for mowing, seeding fertilizing (2xs Annual)	\$ 2,000.00
Trash removal (Monthly)	\$ 1,000.00
Sediment cost removal (every 5 years) annualized cost	\$ 1,400.00
Rip Rap Replenishment (every 5 years) annualized cost	\$ 600.00
Annual Premium for Liability and Casualty Insurance	\$ 1,400.00
Total Annual Budget (Temporary Basins)	\$ 9,945.16
Recommended Budget (Temporary Basins)	\$ 10,000.00

3. Sinking Fund Budget**A. Estimated Construction Cost:**Permanent Dry Detention Basin 4

Earth Dams	1,700 CY @ \$ 3.00 = \$ 5,100.00
30" RCP	115 LF @ \$ 45.00 = \$ 5,175.00
Spillway Stabilization	1 EA @ \$ 500.00 = \$ 500.00
Rip Rap Pad	32 TON @ \$ 50.00 = \$ 1,600.00
Level Spreader 1 EA	1 EA @ \$ 500.00 = \$ 500.00
Seeding	1.0 AC @ \$ 2,700.00 = \$ 2,700.00
	Sub-total \$ 15,575.00
Soil Volume graded for Basin #4	1,000 CY @ \$ 3.00 = \$ 3,000.00
Total Replacement Account for Permanent Basin	\$ 18,575.00

B. Contribution Requirements

Developer (15%)	\$2,786.25
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Homeowner's Association: $2/3$ of \$18,575 x .85 = \$10,525.83 (1st 5 years)
 $1/3$ of \$18,575 x .85 = \$ 5,262.92 (2nd 5 years)

C. Annual Replacement Contribution Paid to the City of Raleigh

Notes:

1. The replacement contribution is based on the estimated construction cost for Permanent Dry Detention Basin #4 to be constructed as part of Phase 2 of this development.
2. Annual Replacement Contribution is due July 1st of each year.

Year	Contribution to City of Raleigh
1	\$ 4,891.42
2	\$ 2,105.17
3	\$ 2,105.17
4	\$ 2,105.17
5	\$ 2,105.17
6	\$ 1,052.58
7	\$ 1,052.58
8	\$ 1,052.58
9	\$ 1,052.58
10	<u>\$ 1,052.58</u>
Total	<u>\$ 18,575.00</u>

SECTION X: INSPECTION, OPERATION AND MAINTENANCE CHECKLIST

- ξ Detention Basin Inspection Checklist- Embankment
- ξ Detention Basin Inspection Checklist- Spillway - Drains - Outlets
- ξ Periodic Inspection, Operation and Maintenance Records
- ξ Maintenance Agreement

DAM INSPECTION CHECKLIST**FIELDSTONE CROSSING SUBDIVISION- CLUSTER UNIT DEVELOPMENT**

INSPECTOR(S): _____ DATE: _____
 BASIN: _____ TIME: _____

	CHECK AREA AS INSPECTED	EMBANKMENT		ACTION			
		CHECK/CIRCLE CONDITION NOTED	OBSERVATION	NONE RQD.	REPAIR	MONITOR	INVESTIGATE
	U/S SLOPE	Vegetation/riprap					
		Beaching/ slides/ cracks					
		Undermining/erosion					
	CREST	Ruts/erosion					
		Cracks/settlement					
		Poor alignment					
	D/S SLOPE	Vegetation/erosion					
		Rodent burrows					
		Sloughs/slides/cracks					
		Seepage/wetness					
	GROINS	Vegetation/erosion					
		Sloughs/slides/cracks					
		Seepage/wetness					
	ABUT- MENTS	Vegetation/erosion					
		Sloughs/slides/cracks					
		Seepage/wetness					
	TOE	Cracks/slumps					
		Embankment drains					
		Seepage/wetness					

GENERAL COMMENTS, SKETCHES & FIELD MEASUREMENTS:

DAM INSPECTION CHECKLIST

FIELDSTONE CROSSING SUBDIVISION- CLUSTER UNIT DEVELOPMENT

 INSPECTOR(S): _____
 BASIN: _____

 DATE: _____
 TIME: _____

CHECK AREA AS INSPECTED		SPILLWAY • DRAIN • OUTLET		ACTION			
		CHECK/CIRCLE CONDITION NOTED	OBSERVATION	REPAIR	REPAIR	MONITOR	INVESTIGATE
Principal Spillway		Type:					
INLET- RISER	Trash rack/debris						
	Gates/flashboards						
	Cracks/deterioration						
FLOW- WAY	Improper alignment						
	Cracks/ deterioration						
	Joint deterioration						
STILLING BASIN/OUTLET	Type						
	Cracks/ deterioration						
	Seepage/ piping						
	Undercutting						
	Erosion						
	Debris						
Emergency Spillway		Type:					
ALL AREAS	Vegetation/ cover						
	Erosion						
	Obstructions						
Basin Drains/ Other Outlets		Type:					
DRAINS, OUTLETS	Gates/ valves						
	Joints/ flow surface						
	Inlet tower						
	Outlet area						
	Operability						
TOE DRAIN	Flow amounts						
	Flow clear/ muddy						
Outlet:		Type:					
	Condition						
	Erosion						

GENERAL COMMENTS, SKETCHES & FIELD MEASUREMENTS:

[illegible]

MAINTENANCE AGREEMENT

Project: Fieldstone Crossing Cluster Unit Development

Responsible Party: Fieldstone Crossing Homeowners' Association

Address: _____

I. Monthly Inspection-

- A. Visual inspection for signs of erosion after a two-inch or more rainfall event over a 24-hour period to determine if any appreciable damage occurred which would require repair to the stormwater device.
- B. Remove thrash and debris from basin inlets and outlets, emergency spillways and rip rap areas.

II. Quarterly Inspections and Maintenance:

- A. Same as the monthly described above.
- B. Pipe inspected to ascertain that water would flow out at a proper rate, that there are no obstructions and that there is no appreciable build-up of silt.
- C. Check Sediment level within basins.

III. Semi-Annually and Maintenance:

- A. Same as quarterly inspection
- B. Fertilize in April and October.
- C. Reseed disturbed vegetative areas.
- D. Check Level Spreader to ensure sheet flow.

IV. Annual Inspection and Maintenance:

- A. Same as quarterly and semi-annual inspections.
- B. Registered Engineer inspects and confirms that the stormwater devices are operating properly and are in good physical condition. The inspection report shall be in accordance with Raleigh City Code Section 10-9028. A copy of the inspection reports in Section VIII of this report shall be submitted to the Central Engineering Department of the City of Raleigh. The date set as a deadline to perform this annual inspection is one year after the date the as-built drawings were first certified to the City of Raleigh in accordance with Section 10-9025 of the Raleigh City Code.
- C. Sediment shall be removed if it is impeding the water flow.

- I. General Maintenance:
- A. Mowing of side slopes and areas around level spreader according to the season. Maximum grass height of eight (8) inches. Remove trees and shrubs from embankment.
 - B. All components of the detention basin system will be kept in good working order.
 - C. In case the ownership of the basins transfers, the current owner shall within thirty (30) days of transfer of ownership, notify the City of Raleigh Engineering Department, Stormwater Management Division of such ownership transfer.
 - D. This property and stormwater control measures are also subject to the Stormwater Operation and Maintenance Manual and budget filed relative to this project.
 - E. Sediment shall be removed from the basin and riprap shall be replenished every five years.

I, Michael Thomasson, for _____ hereby acknowledge that I, or my assigns, are the financially responsible party for maintenance of these detention basins. I will perform the maintenance as outlined on page twelve (12) of this document.

Signature: _____

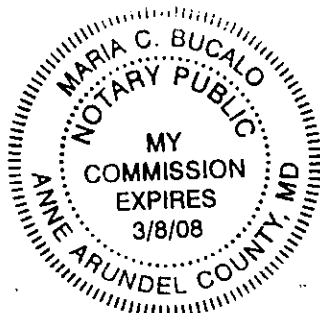
Date: 6/7/04

Company/Partnership: _____

I, Maria Bucalo, a Notary Public for the State of Maryland, County of Anne Arundel, do hereby certify that Michael J. Thomasson personally appeared before me this 7th day of June, 2004, and acknowledge the due execution of the foregoing instrument.

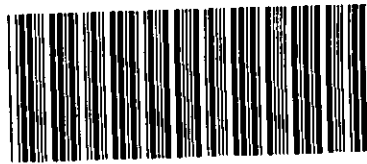
Witness my hand and official seal,

(SEAL)



Maria C. Bucalo
Notary

My commission expires 3/8/08



BOOK:010869 PAGE:00546 - 00605

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate 5 of Christine A. Allen
Judiann Wilkerson
Norma W. Arnold
Lynne M. Jones

Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By:

P. Anne ReddAssistant/~~Deputy~~ Register of Deeds

This Customer Group

of Time Stamps Needed

This Document

New Time Stamp

of Pages

60

WAKE COUNTY, NC 553
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/19/2006 AT 12:43:04

BOOK:011963 PAGE:02244 - 02249

*PREPARED OUT OF STATE BY and Return to
Delarant Attn: Shelley 1516 Jabez Run
Millersville, MD 21108-2001*

**AMENDMENT TO DECLARATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FIELDSTONE CROSSING CLUSTER UNIT DEVELOPMENT
Recorded in Deed Book 10869 Page 546
ADDITION OF PROPERTY PHASE 2**

This Declaration, made this day of May 2006, by Fieldstone Crossing, LLC.,
("Declarant") Tidewater Land LLC ("Developer") and FIELDSTONE CROSSING
HOMEOWNERS ASSOCIATION, INC., ("Association") of Fieldstone Crossing Cluster
Unit Development pursuant to Article III, Section 2;

WITNESSETH:

WHEREAS, Developer is the fee simple owner of that certain tract or parcel of
land in Wake County, North Carolina, and more particularly described in "Exhibit A" of
that certain Declaration of Covenants, Conditions and Restrictions, recorded in Book
10869, Page 546 of the Wake County Registry as amended from time to time (hereinafter
"Original Declaration");

WHEREAS, Declarant & Developer now wish to amend the Original Declaration
pursuant to Declarant's right to amend said Original Declaration as contained in Article
III, Section 2 by adding additional property pursuant to said Original Declaration.

NOW THEREFORE, Developer, as owner of the said property, hereby declares
as follows:

Additional Property Subject to Declaration The Developer does hereby publish and declare that all the real estate described as:

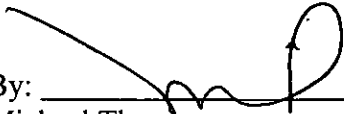
"Phase Two Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC" (the "Subdivision Map") and certain other areas shown on the Subdivision Map, including, without limitation, those areas identified as "Open Space", "Common Area" and "Recreation Area" on the Subdivision Map; the area described as Phase II Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC Book of Maps 2006, Page _____ of the land records of Wake County and hereby incorporated by reference for a more particular and accurate description of the same.

Shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations of said Original Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to the Declarant and Developer, its successor and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

Except as specifically provided herein, all provisions of the Original Declaration shall remain in full force and effect.

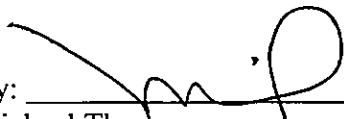
IN WITNESS WHEREOF, the Declarant, Tidewater Land, LLC, Fieldstone, LLC by its managing member and Fieldstone Crossing Homeowners Association, Inc. has caused this Amendment to Declaration of Covenants, Conditions and Restrictions for Fieldstone Crossing Cluster Unit Development to be executed, and have caused this instrument to be executed under seal, the day and year first above written.

TIDEWATER LAND, LLC
A North Carolina Limited Liability Company,

By:  _____
Michael Thomasson

FIELDSTONE, LLC

A North Carolina Limited Liability Company,

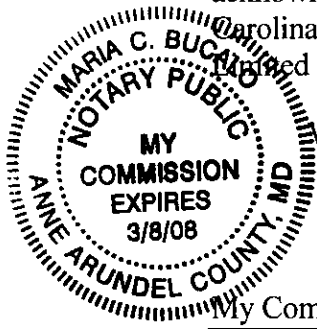
By: 
Michael Thomasson

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

I, Maria Bucalo, a Notary Public for said County and State do hereby certify that Michael J. Thomasson personally appeared before me this day and acknowledged that he is the managing member of TIDEWATER LAND, LLC a North Carolina Limited Liability Company, and that by authority duly given and as the act of the managing member of the said Limited Liability Company, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal this 18th day of May, 2006.



Maria C. Bucalo
Notary Public

My Commission Expires: 3/8/08

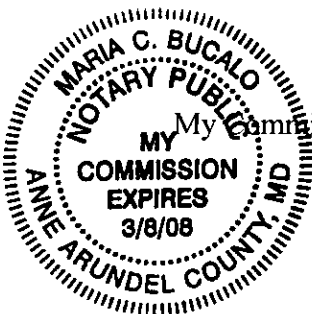
STATE OF MARYLAND

Anne Arundel COUNTY

I, Maria Bucalo, a Notary Public for said County and State do hereby certify that Michael J. Thomasson personally appeared before me this day and acknowledged that he is the managing member of FIELDSTONE, LLC a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal this 18th day of May, 2006.

Maria C. Bucalo
Notary Public



My Commission Expires: 3/8/08

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS
CONDITIONS AND RESTRICTIONS OF
FIELDSTONE CROSSING CLUSTER UNIT DEVELOPMENT

By authority of its Board of Directors, Fieldstone Crossing Homeowners Association, Inc., hereby certifies that the foregoing Instrument has been duly approved by the Owners of Fieldstone Crossing Cluster Unit Development and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Fieldstone Crossing Cluster Unit Development.

This the 18th day of May, 2006.

FIELDSTONE CROSSING
HOMEOWNERS ASSOCIATION, INC.

ATTEST:

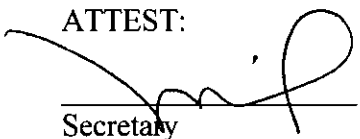
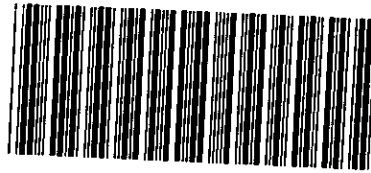

Secretary

EXHIBIT A

BEGINNING at an existing iron stake located S 89°53'29"W 30.77 from an existing iron stake control corner as shown on map recorded in BM 2004 Pg. 991; thence S89°53'29"W 719.40 feet to an existing concrete monument; thence N89°40'05"W 325.44 feet to an existing iron stake located within the right of way of Heritage Manor Drive; thence N72°00'05"W 45.50 feet to a point in the western right of way of said road; thence with the right of way N36°59'31"E 38.58 feet to a point; thence with a curve to the right a distance of 378.02 feet having a radius of 409.50 feet with a chord of N63°26'15"E 364.74 feet to a point where said right of way intersects with the private road Garden Stone Drive; thence N05°44'31"E 107.62 feet to a point; thence N07°46'49"E 153.54 feet to a point; thence with a curve to the left a distance of 40.81 feet having a radius of 19.96 feet with a chord of N40°33'11"W 34.07 feet to a point; thence N88°43'29"W 152.17 feet to a point; thence with a curve to the right a distance of 97.10 feet having a radius of 119.68 feet with a chord of N73°33'42"W 94.48 feet to a point; thence N 56°47'05" W 105.94 feet to a point; thence S 35°56'02"W 73.36 feet to a point; thence S 38°23'32"E 62.72 feet to a point; thence S43°54'36"W 164.88 feet to a point; thence N67°43'40"W 108.88 feet to a point; thence S48°32'33"W 131.72 feet to a point; thence N39°09'54"W 135.16 feet to a point; thence N11°36'58"E 428.14 feet to a point; thence S88°58'40"E 234.10 feet to a point; thence N 01°43'44"E 52.94 feet to a point; thence S86°51'20"E 373.27 feet to a point; thence S07°41'36"E 118.01 feet to a point; thence S07°10'30"W 45.81 feet to a point; thence S86°08'48"W 177.34 feet to a point; thence S26°01'30"W 114.90 feet to a point; thence as a curve to the left a distance of 151.71 feet having a radius of 257.95 feet with a chord of S74°31'09"E 149.53 feet to a point; thence S86°51'56"E 157.23 feet to a point; thence S72°14'00"E 53.72 feet to a point; thence S09°28'38"W 99.32 feet to a point; thence S02°08'39"E 98.25 feet to a point; thence S01°15'47"W 113.16 feet to a point in the northern right of way of Heritage Manor Drive; thence as said right of way N89°52'59"E 158.99 feet to a point; thence with a curve to the left a distance of 442.41 feet having a radius of 340.50 feet with a chord of N52°39'41"E 411.94 feet to a point; thence with a curve to the left a distance of 7.94 feet having a radius of 668.25 feet with a chord of N11°58'00"E 7.94 feet to a point in the line of the tract of which this is a part; thence S76°52'49"E 50.02 feet to a point in the eastern margin of said road; thence S 76°52'49" E 66.57 feet to a corner with Canon Ridge Homeowners Association; thence S06°11'58"E 442.75 feet to the POINT and PLACE of BEGINNING containing 12.092 acres more or less. Being all of Phase 2 Fieldstone Crossing Cluster Unit Development.



BOOK:011963 PAGE:02244 - 02249

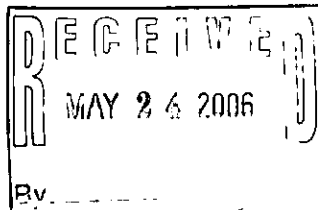
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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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 05/19/2006 AT 12:43:04

BOOK:011963 PAGE:02244 - 02249

WAKE COUNTY, NC 662
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 08/30/2007 AT 15:50:15

BOOK:012730 PAGE:01890 - 01896

PREPARED OUT OF STATE BY and Return to
 Delarant Attn: Skelley 1516 Jabez Run
 Millersville, MD 21108-2001

Hold#35

**AMENDMENT TO DECLARATION OF
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 FIELDSTONE CROSSING CLUSTER UNIT DEVELOPMENT
 Recorded in Deed Book 10869 Page 546
 ADDITION OF PROPERTY PHASE 2**

This Declaration, made this 18th day of May 2006, by Fieldstone Crossing, LLC.,
 ("Declarant") Tidewater Land LLC ("Developer") and FIELDSTONE CROSSING
 HOMEOWNERS ASSOCIATION, INC., ("Association") of Fieldstone Crossing Cluster
 Unit Development pursuant to Article III, Section 2;

WITNESSETH:

WHEREAS, Developer is the fee simple owner of that certain tract or parcel of
 land in Wake County, North Carolina, and more particularly described in "Exhibit A" of
 that certain Declaration of Covenants, Conditions and Restrictions, recorded in Book
 10869, Page 546 of the Wake County Registry as amended from time to time (hereinafter
 "Original Declaration");

WHEREAS, Declarant & Developer now wish to amend the Original Declaration
 pursuant to Declarant's right to amend said Original Declaration as contained in Article
 III, Section 2 by adding additional property pursuant to said Original Declaration.

NOW THEREFORE, Developer, as owner of the said property, hereby declares
 as follows:

*This instrument is being re-recorded in order to include the
 date of the instrument and add the page numbers of the Book of
 Maps in the description on page two of the instrument in
 accordance with NCGS 47-36.1.

Michael Thomasson

Additional Property Subject to Declaration The Developer does hereby publish and declare that all the real estate described as:

"Phase Two Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC" (the "Subdivision Map") and certain other areas shown on the Subdivision Map, including, without limitation, those areas identified as "Open Space", "Common Area" and "Recreation Area" on the Subdivision Map; the area described as Phase II Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC Book of Maps 2006, Pages 5 of the land records of Wake County *01204, 01205 and 01206 and hereby incorporated by reference for a more particular and accurate description of the same.

Shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations of said Original Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to the Declarant and Developer, its successor and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

Except as specifically provided herein, all provisions of the Original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, Tidewater Land, LLC, Fieldstone, LLC by its managing member and Fieldstone Crossing Homeowners Association, Inc. has caused this Amendment to Declaration of Covenants, Conditions and Restrictions for Fieldstone Crossing Cluster Unit Development to be executed, and have caused this instrument to be executed under seal, the day and year first above written.

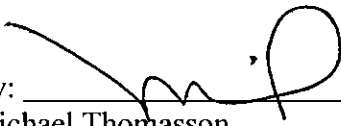
TIDEWATER LAND, LLC
A North Carolina Limited Liability Company,

By: _____

Michael Thomasson

FIELDSTONE, LLC

A North Carolina Limited Liability Company,

By: 
Michael Thomasson

STATE OF MARYLAND

Anne Arundel COUNTY

I, Maria Bucalo, a Notary Public for said County and State do hereby certify that Michael J. Thomasson personally appeared before me this day and acknowledged that he is the managing member of TIDEWATER LAND, LLC a North Carolina Limited Liability Company, and that by authority duly given and as the act of the managing member of the said Limited Liability Company, the foregoing instrument was signed in its name by him.



Witness my hand and official stamp or seal this 18th day of May, 2006.

Maria C. Bucalo
Notary Public

My Commission Expires: 3/8/08

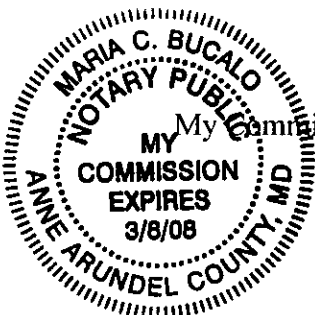
STATE OF MARYLAND

Anne Arundel COUNTY

I, Maria Bucalo, a Notary Public for said County and State do hereby certify that Michael J. Thomasson personally appeared before me this day and acknowledged that he is the managing member of FIELDSTONE, LLC a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal this 18th day of May, 2006.

Maria C. Bucalo
Notary Public



My Commission Expires: 3/8/08

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS
CONDITIONS AND RESTRICTIONS OF
FIELDSTONE CROSSING CLUSTER UNIT DEVELOPMENT

By authority of its Board of Directors, Fieldstone Crossing Homeowners Association, Inc., hereby certifies that the foregoing Instrument has been duly approved by the Owners of Fieldstone Crossing Cluster Unit Development and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Fieldstone Crossing Cluster Unit Development.

This the 8th day of May, 2006.

FIELDSTONE CROSSING
HOMEOWNERS ASSOCIATION, INC.

ATTEST:

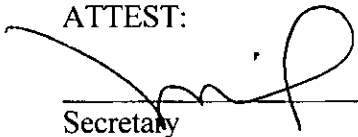

Secretary

EXHIBIT A

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BOOK:011963 PAGE:02244 - 02249

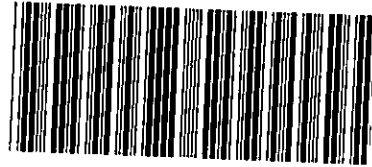
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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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WAKE COUNTY, NC 381
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/25/2008 AT 13:58:49

BOOK:013152 PAGE:02725 - 02733

PREPARED BY & HOLD #35:
Burns, Day & Presnell, P. A.

NORTH CAROLINA AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR FIELDSTONE
WAKE COUNTY CROSSING CLUSTER UNIT DEVELOPMENT AND
SUPPLEMENTAL DECLARATION PROVISIONS FOR
DETACHED SINGLE FAMILY LOTS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIELDSTONE CROSSING CLUSTER UNIT DEVELOPMENT AND SUPPLEMENTAL DECLARATION PROVISIONS FOR DETACHED SINGLE FAMILY LOTS, made and entered into the 23 day of June, 2008, by Fieldstone, LLC ("Declarant"), Tidewater Land, LLC ("Owner" or "Developer") and as certified by the Fieldstone Crossing Homeowners Association, Inc.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Fieldstone Crossing Cluster Unit Development are recorded in Book 010869, Page 0546, Wake County Registry (hereinafter referred to as the "Declaration"), as amended; and,

WHEREAS, pursuant to Articles IV and XIII, this Declaration may be amended by vote of at least sixty-six and two-thirds (66 2/3%) percent of the total eligible votes of the membership of the Association; and,

WHEREAS, there are a total of 300 platted Lots in Phases I, II, III and IV Fieldstone Crossing Cluster Unit Development as shown on maps more particularly described as:

Being all of Phase I as more particularly shown as "Phase I, Fieldstone Crossing Cluster Unit Development" recorded in Book of Maps 2004, Pages 991-993, Wake County Registry; and

Being all of Phase II as more particularly shown as "Phase II, Fieldstone Crossing Cluster Unit Development" recorded in Book of Maps 2006, Pages 1013-1015, as corrected in Book of Maps 1204-1206, Wake County Registry; and

Being all of Phases III and IV as more particularly shown as "Phase III - IV, Fieldstone Crossing Cluster Unit Development" recorded in Book of Maps 2008, Pages 993-997, Wake County Registry

WHEREAS, Declarant owns 150 Lots and Owner owns 36 Lots of the 300 Lots, which are a sufficient number of Lots to retain more than sixty-six and two-thirds (66 2/3%) percent of the total eligible votes of the membership of the Association as defined in Articles IV and XIII of the Declaration; and,

WHEREAS, Declarant is the owner of Lots 401 through and including 411, as shown on maps recorded in Book of Maps 2006, Pages 01204, 01205 and 01206, Wake County Registry (hereinafter referred to as the "Detached Lots") which are all of the Detached Lots in Fieldstone Crossing Cluster Unit Development and which have previously been annexed into the Declaration in Book 012730, Page 01890; and

WHEREAS, Declarant and Owner desire to amend the Declaration to revise several Articles as they affect all Lots and in addition to amend the Declaration to provide Supplemental Declaration provisions which affect the controls, covenants, conditions, restrictions, easements, development guidelines charges and liens of the Detached Lots pursuant to Article XIII of the Declaration; and

WHEREAS, this said proposed Amendment was forwarded to the City of Raleigh Attorney on February 6, 2008 and the City has not approved or disapproved said Amendment within thirty days of submittal;

NOW, THEREFORE, Declarant and Owner hereby amend the Declaration as follows:

1. Declarant and Owner do hereby amend Article I, Sections 9 and 11 of the Declaration by deleting and substituting in lieu thereof the following:

"ARTICLE I

Section 9. "Dwelling Unit" or "Dwelling" or "Unit" and "Detached Dwelling Unit" or "Detached Dwelling" or "Detached Unit"

(a) "Dwelling Unit" or "Dwelling" or "Unit" shall mean a single family attached structure which comprises of one or more rooms physically arranged as to create an independent housekeeping establishment, without internal access between the structures, with each structure containing, at a minimum, sleeping facilities for one or more persons, a kitchen, and a bathroom.

(b) "Detached Dwelling Unit" or "Detached Dwelling" or "Detached Unit" shall mean a single family detached structure which comprises of one or more rooms physically arranged as to create an independent housekeeping establishment, without internal access between the structures, with each structure containing, at a minimum, sleeping facilities for one or more persons, a kitchen, and a bathroom.

Section 11. "Lots" and "Detached Lots"

(a) "Lot" shall mean any of the Lots or any other plot of land regardless of size as shown on a recorded subdivision plat of Fieldstone Crossing Cluster Unit Development which has been approved as required by this Declaration for a Dwelling Unit. Common Property is not Lots.

(b) "Detached Lot" shall mean a separate category of Lot which has been approved by this Declaration for a Detached Dwelling Unit, which Detached Lot is a Lot for all purposes except for maintenance and Assessments as set out herein."

2. Declarant and Owner do hereby amend Article V, Sections 1, 2, 3, 4 and 7, of the Declaration by deleting and substituting in lieu thereof the following:

"ARTICLE V

COVENANTS FOR ASSESSMENT

Section 1. Creation of Lien and Obligation for Assessments. Declarant and Owner hereby covenant and agree and each Owner of any Lot and Detached Lot, by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(a) Annual Assessments or charges;

(b) Special Assessments for the purposes set forth in this Article, such assessments to be fixed, established, and collected from time to time as hereinafter provided;

(c) Working Capital Assessment for the purposes of establishing a reserve of capital for future improvements or repairs or as otherwise determined by the Board. The Assessment is collected at time of the first conveyance of a Lot and Detached Lot on which a Dwelling Unit has been constructed, and has a current determined value of at least two (2) months of the Annual Assessment.

The Annual Assessments, Special Assessments, and Working Capital Assessment

together, with such interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the Lot and Detached Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection therefore as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot and Detached Lot at the time when the assessment fell due. In the case of co-ownership of a Lot and Detached Lot, all such co-owners shall be jointly and severally liable for the assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association against the Lot and Detached Lots shall be used for payment of Common Expenses and for the purposes of enforcing and carrying out the terms and provisions hereof, carrying out the duties of the Board, the purposes of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and for the improvement, maintenance, and operation of the Common Property, including, but not limited to, the payment of taxes for Common Property owned in fee simple and insurance thereon and maintenance, repair, replacement, and additions thereof, and for the costs of labor, equipment, materials, and management supervision thereof. As a subset of the Common Property, the Stormwater Control Measures are to be maintained in strict accordance with the Stormwater Operations and Maintenance Manual and Budget set forth in the Attachment Exhibit B. The Special Assessments shall be used for the purposes set forth in Section 4 and Section 5 of this Article.

Section 3. Annual Budget. By majority vote of the directors, the Board of Directors shall recommend an annual budget for the subsequent year of operation, which shall provide for allocation of expenses in such a manner that the obligations imposed by these Declarations, and any and all Supplemental Declarations, will be met.

The Board of Directors of the Association shall establish separate rates of Assessments and Special Assessments for the Lots and Detached Lots. The Owners of Detached Lots shall not be charged with payment for maintenance and repair of landscaping and lawns, private drives and parking areas serving only the attached townhome Lots.

The Board of Directors of the Association shall adopt a proposed budget for the Association, with sub-categories for townhome Lots and Detached Lots and set the amount of the regular Annual Assessment against the Lots and Detached Lots at least 90 days in advance of each Annual Assessment period.

Within 30 days after adoption of the proposed budget, the Board of Directors shall provide to the Owners a summary of the proposed budget and a written notice of the meeting to consider the ratification of the proposed budget, which notice shall include a statement that the proposed budget may be ratified without a quorum. The written notice of the meeting of Members to consider ratification of the proposed budget shall be provided at least 10 days and not more than 60 days in advance of such meeting. Unless otherwise provided by Chapter 47 F of the North Carolina General Statutes or The Planned Community Act, there shall be no requirement that a quorum be present at such meeting to consider ratification of the proposed budget.

(a) If the proposed budget does not recommend increasing the Annual Assessment by more than 10% above the Annual Assessment in the last ratified budget the

proposed budget shall be ratified, unless 80% of the total votes of the Association reject the proposed budget. In the event the proposed budget is rejected, the last ratified budget of the Association shall continue until a new proposed budget is ratified.

(b) The Board of Directors may not increase the previous year amount of the Animal Assessment by more than 10% in any given calendar year without the approval of at least 2/3 of each class of Members present in person or by proxy, at a duly-called meeting whereat a quorum is present.

Section 4. Basic and Maximum Annual Assessments. For the calendar year **2004**, the maximum Annual Assessment shall be One Thousand and No/100 Dollars (\$1,000.00) per Lot except as otherwise provided herein, the exact amount of which shall be determined from time to time by the Board of Directors. On or before December 31 of each year during the term hereof, the Board shall set the amount of the Annual Assessment for the ensuing year for each Dwelling Unit or Lot and Detached Dwelling Unit or Detached Lot, taking into consideration, among other things, the then-current Common Expenses and estimated increases in Common Expenses, the then-current development and/or maintenance costs, estimated increases in development and/or maintenance costs, and the future needs of the Association. The amount of the Annual Assessment for each Dwelling Unit or Lot as set by the Board shall be determined by dividing the amount of costs and expenses to be incurred by the Association for the year in question, as such amount is reasonably estimated by the Board (and which estimated amount may include a reasonable contingency fluid), by the number of Dwelling Units or Lots in the Property, such that the regular Annual Assessment for each Dwelling Unit or Lot shall be the same. The amount of the Annual Assessment for each Detached Dwelling Unit or Detached Lot as set by the Board shall be determined by dividing the amount of costs and expenses to be incurred by the Association for the year in question, as such amount is reasonably estimated by the Board (and which estimated amount may include a reasonable contingency fluid), by the number of Detached Dwelling Units or Detached Lots in the Property, such that the regular Annual Assessment for each Detached Dwelling Unit or Detached Lot shall be the same. The Annual Assessment shall be due and payable as provided in Section 8 of this Article.

Section 7. Uniform Rate. Both Annual and Special Assessments must be fixed at a uniform rate for all Dwelling Units and Lots within a particular class of membership, and all Detached Dwelling Units and Detached Lots within a particular class of membership, except for exempt Dwelling Units or Lots and exempt Detached Dwelling Units and Detached Lots provided in Section 15 hereof, from the date a certificate of occupancy has been issued for said Dwelling Unit or Lot or Detached Dwelling Unit or Detached Lot, and said Dwelling Unit or Lot or Detached Dwelling Unit or Detached Lot has been sold to a third party. In no event shall any provisions of the Declaration require Declarant or a successor declarant to pay Annual or Special Assessments.

During the Declarant Control Period, Declarant shall be obligated to fund any Operating Deficit. Declarant, at its option, may fund the Operating Deficit by any one or more of the following means: (i) payment to the Association; (ii) payment directly to a person or entity providing the services or materials to the Association, or (iii) providing, directly or indirectly, to or for the Association, services or materials related to Common Expenses (the value of which shall be determined by the Board in its reasonable discretion, giving due consideration to what

the fair market value of such services or materials would be if they had been furnished by a Person other than Declarant).

The deficit funding obligation does not include any expenses that the Association is unable to meet because of nonpayment of any assessment by Owners other than the Declarant, or because of unusual or extraordinary or unanticipated expenses not included in the annual operating budget (for example, a judgment obtained against the Association, or a Common Expense obligation caused by the negligence or misconduct of any Owner or occupant).

Declarant's obligation to fund Operating Deficits may be enforced against the Declarant and collected by the Association in the same manner as enforcement and collection of assessments applicable to other Owners. At Declarant's option, the deficit funding obligation for any fiscal year may not be assessed against Declarant unless the maximum annual assessment for that fiscal year has been assessed.

After the end of the Declarant Control Period, the Declarant, at its sole option, may receive an assessment credit toward payment of annual assessments due and payable by Declarant thereafter for Lots and Detached Lots owned by Declarant, in an amount equal to aggregate of the Operating Deficits paid by Declarant as provided herein. Declarant may not charge or collect interest or any other charge or fee on any monies paid by the Declarant, for Operating Deficits. As determined by Declarant, the assessment credit may be applied to payment of all annual assessments due from Declarant after the end of the Declarant Control Period until it has been credited in full."

3. Declarant and Owner do hereby amend Article VII, Sections 12 and 17 of the Declaration by and substituting in lieu thereof the following:

"ARTICLE VII

USE OF LOTS AND COMMON PROPERTY

Section 12. Water and Sewer. The water and sewer meters are common property except for individually metered Dwellings and Detached Dwellings. The maintenance, service, and payment for such water and sewer services from the City of Raleigh, or any other entity providing such services for common property meters, are the responsibilities of the Association. The Association is responsible for payment of the monthly obligation for water and sewer services for those Dwellings with common property meters. The Association shall then assess, monthly, each Dwelling's share for water and sewer services as an addition to the Homeowners Association dues for those Dwellings with common property meters. Each Owner is responsible for payment of Homeowners Association dues to the Association. Non-payment of Homeowners Dues to the Association shall be enforced as an Assessment as defined in Article V. Individually metered Dwellings and Detached Dwellings shall pay for their own utilities.

Section 17. Fences and Walls. No fence shall be erected that violates the City of Raleigh Zoning Ordinances for this Subdivision. No fence or wall shall be erected, placed or altered on the Lots

and Detached Lots nearer to any street fronting such Lot or Detached Lot than the building corner of the Dwelling Unit constructed on such Lot and the Detached Dwelling Unit constructed on such Lot Detached Lot and no fence shall exceed six (6) feet in height unless otherwise specifically required by governmental authorities having jurisdiction. All fences shall be maintained in a structurally sound and attractive manner. The Association shall retain and maintain an easement to perform fence maintenance on Lots, and on Detached Lots, if such fence is not maintained by the Lot Owner or Detached Lot Owner. An Owner must obtain the approval of the Architectural Control Committee before erecting a fence on such Owner's Lot."

4. Declarant and Owner do hereby amend Article XII of the Declaration by and substituting in lieu thereof the following:

"ARTICLE XII

EXTERIOR MAINTENANCE AND LANDSCAPING

Subject to the provisions of Article VII, Section 24, in addition to maintenance of the Common Property, the Association shall provide general maintenance of the lawns upon all Lots, but not Detached Lots. If the rear yard is fenced in and/or there are other structures/impediments which preclude efficient lawn maintenance as determined in the sole and absolute discretion of the Architectural Approval Committee or Board of Directors then the Owner shall be responsible for lawn maintenance and any cost associated therewith shall not be an item of Common Expense. Each of the Owners of the Lots and Detached Lots shall be responsible for all other maintenance and care of the Lots and the Dwelling Units and Detached Lots and Detached Dwelling Units located thereon and shall maintain such in a first class condition. The Owners of any Lot and Detached Lot may at their election plant and maintain trees, shrubs, flowers, and grass in his yard in compliance with this Section. No such planting or maintenance by an Owner shall reduce the assessment payable by that Owner to the Association. In the event that the Association must perform any maintenance or repair which is the obligation of an Owner, as stated herein, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot or Detached Lot is subject.

Each of the Owners of the Detached Lots shall be responsible for all maintenance and care of the Detached Lots and the Detached Dwelling Units located thereon and shall maintain such in a first class condition. The Owner of any Detached Lot may at his election plant and maintain trees, shrubs, flowers, and grass in his yard in compliance with this Section. In the event that the Association must perform any maintenance or repair which is the obligation of an Owner, as stated herein, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Detached Lot is subject."

Except as specifically provided herein, all provisions of the Original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Owner/Developer have hereunto set their hands and seal.

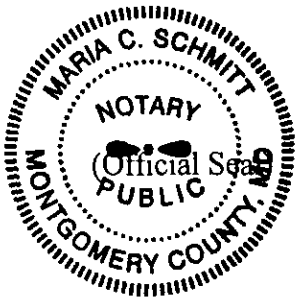
Tidewater Land, LLC
By: [Signature] (Seal)
Mike Thomasson, Manager

COUNTY OF ANNE ARUNDEL STATE OF MARYLAND

I, the undersigned Notary Public, certify that the following person(s) personally appeared before me this day, and I have seen satisfactory evidence of the principals' identity, by (choose one) [] a current state or federal identification with the principals' photograph in the form of a driver's license, or [] I have personal knowledge of the identity of the principals, or [] a credible witness has sworn to the identity of the principals, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Names: **Mike Thomasson, Member/Manager of Tidewater, LLC**

Date: 6-23-08

[Signature]
Signature of Notary Public
Notary Name: Maria C Schmitt
Printed or Typed Name



My commission expires: 3/8/2012

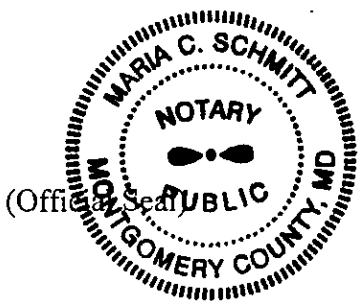
Fieldstone, LLC
By: [Signature] (Seal)
Mike Thomasson, Manager

COUNTY OF ANNE ARUNDEL STATE OF MARYLAND

I, the undersigned Notary Public, certify that the following person(s) personally appeared before me this day, and I have seen satisfactory evidence of the principals' identity, by (choose one) [] a current state or federal identification with the principals' photograph in the form of a driver's license, or [] I have personal knowledge of the identity of the principals, or [] a credible witness has sworn to the identity of the principals, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Names: **Mike Thomasson, Member/Manager of Fieldstone, LLC**

Date: 6-23-08

[Signature]
Signature of Notary Public
Notary Name: Maria C Schmitt
Printed or Typed Name



My commission expires: 3/8/2012



BOOK:013152 PAGE:02725 - 02733

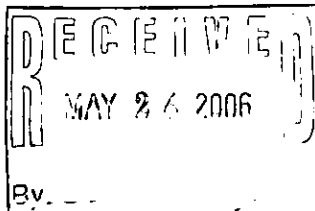
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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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WAKE COUNTY, NC 553
 LAURA M RIDDICK
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 PRESENTED & RECORDED ON
 05/19/2006 AT 12:43:04

BOOK:011963 PAGE:02244 - 02249

WAKE COUNTY, NC 331
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 07/01/2008 AT 13:48:12

BOOK:013164 PAGE:00661 - 00668

~~WAKE COUNTY, NC 663
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 08/30/2007 AT 15:50:15~~

~~BOOK:012730 PAGE:01890 - 01896~~

PREPARED OUT OF STATE BY and Return to
 Delarant Attn: ~~Shelley~~ 1516 Jabez Run
 Millersville, MD 21108-2001

Hold #35

**AMENDMENT TO DECLARATION OF
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 FIELDSTONE CROSSING CLUSTER UNIT DEVELOPMENT**

**Recorded in Deed Book 10869 Page 546
 ADDITION OF PROPERTY PHASE 2**

This Declaration, made this ^{18th} day of May 2006, by Fieldstone Crossing, LLC.,
 ("Declarant") Tidewater Land LLC ("Developer") and FIELDSTONE CROSSING
 HOMEOWNERS ASSOCIATION, INC., ("Association") of Fieldstone Crossing Cluster
 Unit Development pursuant to Article III, Section 2;
 This instrument is being re-recorded in order to correct name
 of Declarant to Fieldstone, LLC in accordance with NCGS 47-36.1

WITNESSETH:

Greg L. Hinshaw

WHEREAS, Developer is the fee simple owner of that certain tract or parcel of
 land in Wake County, North Carolina, and more particularly described in "Exhibit A" of
 that certain Declaration of Covenants, Conditions and Restrictions, recorded in Book
 10869, Page 546 of the Wake County Registry as amended from time to time (hereinafter
 "Original Declaration");

WHEREAS, Declarant & Developer now wish to amend the Original Declaration
 pursuant to Declarant's right to amend said Original Declaration as contained in Article
 III, Section 2 by adding additional property pursuant to said Original Declaration.

NOW THEREFORE, Developer, as owner of the said property, hereby declares
 as follows:

*This instrument is being re-recorded in order to include the
 date of the instrument and add the page numbers of the Book of
 Maps in the description on page two of the instrument in
 accordance with NCGS 47-36.1.

Michael Thomasson

Additional Property Subject to Declaration The Developer does hereby publish and declare that all the real estate described as:

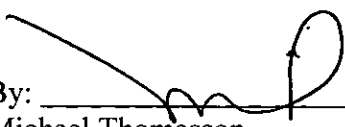
“Phase Two Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC” (the “Subdivision Map”) and certain other areas shown on the Subdivision Map, including, without limitation, those areas identified as “Open Space”, “Common Area” and “Recreation Area” on the Subdivision Map; the area described as Phase II Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC Book of Maps 2006, Pages ~~8~~ of the land records of Wake County **01204, 01205 and 01206* and hereby incorporated by reference for a more particular and accurate description of the same.

Shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations of said Original Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units and shall be deemed to run with the land and shall be a burden and benefit to the Declarant and Developer, its successor and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

Except as specifically provided herein, all provisions of the Original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, Tidewater Land, LLC, Fieldstone, LLC by its managing member and Fieldstone Crossing Homeowners Association, Inc. has caused this Amendment to Declaration of Covenants, Conditions and Restrictions for Fieldstone Crossing Cluster Unit Development to be executed, and have caused this instrument to be executed under seal, the day and year first above written.

TIDEWATER LAND, LLC
A North Carolina Limited Liability Company,

By: 
Michael Thomasson

FIELDSTONE, LLC

A North Carolina Limited Liability Company,

By: [Signature]
Michael Thomasson

STATE OF MARYLAND

Anne Arundel COUNTY

I, Maria Bucalo, a Notary Public for said County and State do hereby certify that Michael J. Thomasson personally appeared before me this day and acknowledged that he is the managing member of TIDEWATER LAND, LLC a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by him.



Witness my hand and official stamp or seal this 18th day of May, 2006.

Maria C. Bucalo
Notary Public

My Commission Expires: 3/8/08

STATE OF MARYLAND

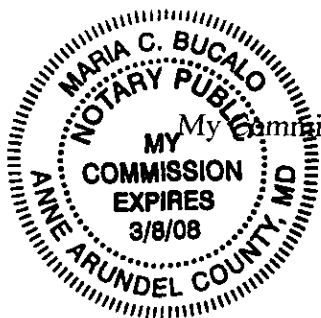
Anne Arundel COUNTY

I, Maria Bucalo, a Notary Public for said County and State do hereby certify that Michael J. Thomasson personally appeared before me this day and acknowledged that he is the managing member of FIELDSTONE, LLC a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal this 18th day of May, 2006.

Maria C. Bucalo
Notary Public

My Commission Expires: 3/8/08

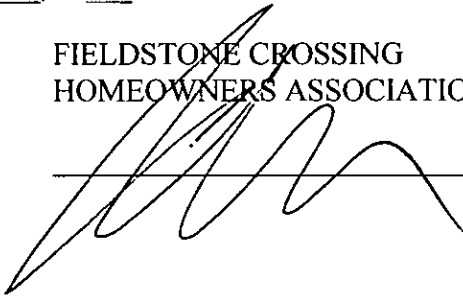


CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS
CONDITIONS AND RESTRICTIONS OF
FIELDSTONE CROSSING CLUSTER UNIT DEVELOPMENT

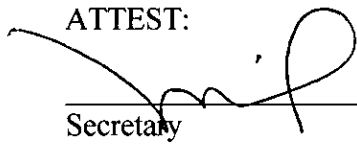
By authority of its Board of Directors, Fieldstone Crossing Homeowners Association, Inc., hereby certifies that the foregoing Instrument has been duly approved by the Owners of Fieldstone Crossing Cluster Unit Development and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Fieldstone Crossing Cluster Unit Development.

This the 18th day of May, 2006.

FIELDSTONE CROSSING
HOMEOWNERS ASSOCIATION, INC.



ATTEST:



Secretary

EXHIBIT A

BEGINNING at an existing iron stake located S 89°53'29"W 30.77 from an existing iron stake control corner as shown on map recorded in BM 2004 Pg. 991; thence S89°53'29"W 719.40 feet to an existing concrete monument; thence N89°40'05"W 325.44 feet to an existing iron stake located within the right of way of Heritage Manor Drive; thence N72°00'05"W 45.50 feet to a point in the western right of way of said road; thence with the right of way N36°59'31"E 38.58 feet to a point; thence with a curve to the right a distance of 378.02 feet having a radius of 409.50 feet with a chord of N63°26'15"E 364.74 feet to a point where said right of way intersects with the private road Garden Stone Drive; thence N05°44'31"E 107.62 feet to a point; thence N07°46'49"E 153.54 feet to a point; thence with a curve to the left a distance of 40.81 feet having a radius of 19.96 feet with a chord of N40°33'11"W 34.07 feet to a point; thence N88°43'29"W 152.17 feet to a point; thence with a curve to the right a distance of 97.10 feet having a radius of 119.68 feet with a chord of N73°33'42"W 94.48 feet to a point; thence N 56°47'05" W 105.94 feet to a point; thence S 35°56'02"W 73.36 feet to a point; thence S 38°23'32"E 62.72 feet to a point; thence S43°54'36"W 164.88 feet to a point; thence N67°43'40"W 108.88 feet to a point; thence S48°32'33"W 131.72 feet to a point; thence N39°09'54"W 135.16 feet to a point; thence N11°36'58"E 428.14 feet to a point; thence S88°58'40"E 234.10 feet to a point; thence N 01°43'44"E 52.94 feet to a point; thence S86°51'20"E 373.27 feet to a point; thence S07°41'36"E 118.01 feet to a point; thence S07°10'30"W 45.81 feet to a point; thence S86°08'48"W 177.34 feet to a point; thence S26°01'30"W 114.90 feet to a point; thence as a curve to the left a distance of 151.71 feet having a radius of 257.95 feet with a chord of S74°31'09"E 149.53 feet to a point; thence S86°51'56"E 157.23 feet to a point; thence S72°14'00"E 53.72 feet to a point; thence S09°28'38"W 99.32 feet to a point; thence S02°08'39"E 98.25 feet to a point; thence S01°15'47"W 113.16 feet to a point in the northern right of way of Heritage Manor Drive; thence as said right of way N89°52'59"E 158.99 feet to a point; thence with a curve to the left a distance of 442.41 feet having a radius of 340.50 feet with a chord of N52°39'41"E 411.94 feet to a point; thence with a curve to the left a distance of 7.94 feet having a radius of 668.25 feet with a chord of N11°58'00"E 7.94 feet to a point in the line of the tract of which this is a part; thence S76°52'49"E 50.02 feet to a point in the eastern margin of said road; thence S 76°52'49" E 66.57 feet to a corner with Canon Ridge Homeowners Association; thence S06°11'58"E 442.75 feet to the POINT and PLACE of BEGINNING containing 12.092 acres more or less. Being all of Phase 2 Fieldstone Crossing Cluster Unit Development.

BOOK:011963 PAGE:02244 - 02249

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Laura M. Riddick
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BOOK:012730 PAGE:01890 - 01896

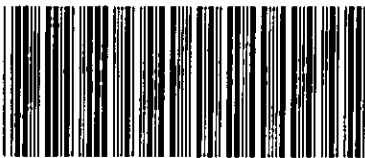
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BOOK:013164 PAGE:00661 - 00668

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WAKE COUNTY, NC 277
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/23/2008 AT 15:01:46

BOOK:013251 PAGE:00770 - 00777

Instrument Prepared By: Raleigh City Attorney's Office
Brief Description for Index: Fieldstone Crossing Book of Maps 2004, Pages 991-993; Book of Maps 2006, Pages 1013-1015, as corrected in Book of Maps 2006, Pages 1204-1206; Book of Maps 2008, Pages 993-997
Parcel Identifier: 0796-39-5052 (Phase I); 1733114851(Phase II) and 1733114851 and 1711127053 (Phases III & IV);
Mail After Recording To: City Attorney's Office
P. O. Box 590
Raleigh, N.C. 27602

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**AMENDMENT TO STORMWATER REPLACEMENT PROTECTION
EASEMENT
AND ACCESS MAINTENANCE AGREEMENT AND INSTALLMENT
REPLACEMENT CONTRIBUTION**

THIS AMENDMENT TO STORMWATER REPLACEMENT PROTECTION EASEMENT AND ACCESS MAINTENANCE AGREEMENT AND INSTALLMENT REPLACEMENT CONTRIBUTION (the "Amendment") made this 26 day of June, 2008, by and between Fieldstone, LLC, a North Carolina limited liability company, whose address and telephone number are 1516 Jabez Run, Millersville, MD 21108 (410-697-2000) (hereinafter referred to as "Developer"), and Fieldstone Crossing Homeowners Association, Inc., a North Carolina non-profit corporation, whose address and telephone number are c/o 1516 Jabez Run, Millersville, MD 21108 (410-697-2000) (hereinafter referred to as the "Association") (Developer and Association collectively referred to as "Grantors"), with, to and for the benefit of the CITY OF RALEIGH, a municipal corporation of the State of North Carolina, whose address is P. O. Box 590, Raleigh, North Carolina 27602 (hereinafter referred to as the "Grantee" or the "City").

These parties shall hereinafter sometimes be referred to collectively as the "Parties", and individually as a "Party".

WITNESSETH

WHEREAS, Developer, Association and City entered into the Stormwater Replacement Protection Easement and Access Maintenance Agreement and Installment Replacement Contribution dated June 11, 2004 and recorded in Book 010869, Page 00513, Wake County Registry (hereinafter referred to as "Agreement"); and

WHEREAS, Developer recorded the Declaration of Covenants, Conditions and Restrictions for Fieldstone Crossing Cluster Unit Development in Book 10869, Page 0546, Wake County Registry (hereinafter referred to as "Declaration"); and

WHEREAS, the Developer has annexed Phases II, III and IV into the Declaration by amendments recorded in Book 011963; Page 02244 as corrected in Book 012730, Page 01890 and Book 013088, Page 00251; and

WHEREAS Builder has purchased and sold lots in Phases I and II to third parties; and

WHEREAS, the parties desire to amend the Agreement to revise Exhibits A and B of the Agreement to include Phases II, III and IV to the description of the Property and Stormwater Areas therein; and

NOW, THEREFORE, for a valuable consideration, including the benefits Grantors may derive therefrom, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The foregoing recitals shall constitute an integral part of this Amendment, and this Amendment shall be incorporated herein and made a part of the Agreement.
2. The parties delete the Exhibits A and B of the Agreement and substitute thereof the Exhibits A and B attached hereto in their entirety.
3. Capitalized terms which are used herein but not defined shall have the same meaning given to such terms in the Agreement. Except as amended hereby, all terms and conditions of the Agreement shall be reinstated and shall be in full force and effect as therein written. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements herein to the Grantee, its successors and assigns forever, and Grantors do covenant that Grantors

are seized of said premises in fee or by easement and have the right to convey the same, and Grantors will warrant and defend such title to the same against claims of all persons whosoever.

IN WITNESS WHEREOF, the Parties have executed this Agreement and under seal as of the day and year first above written.

DEVELOPER:
Fieldstone, LLC

By: [Signature] (SEAL)
Name: Michael Thomasson
Its: Manager

ASSOCIATION:
Fieldstone Crossing Homeowners Association, Inc.

By: [Signature] (SEAL)
Name: Michael Thomasson
Its: President (title)

CITY OF RALEIGH
By: [Signature] (SEAL)
J. Russell Allen, City Manager

Attest: [Signature]
Gail G. Smith, City Clerk



NORTH CAROLINA

COUNTY OF WAKE

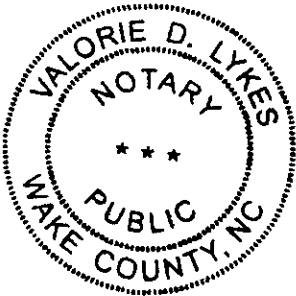
CITY/MANAGER
ACKNOWLEDGEMENT

This is to certify that on the 26 day of June, 2008, before me personally came Gail G. Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Treasurer and J. Russell Allen is the City Manager of the City of Raleigh, the municipal corporation described herein and which voluntarily executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and Treasurer and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the 26 day of June, 2008.

(SEAL)

Valorie D. Lykes
Notary Public
Printed Name: Valorie D. Lykes



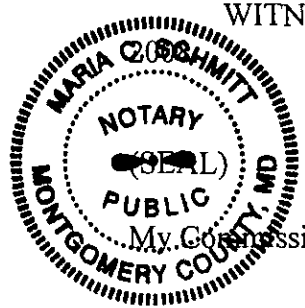
My Commission Expires: 6/26/2010

~~NORTH CAROLINA~~ MARYLAND
~~WAKE COUNTY OF ANNE ARUNDEL~~

DEVELOPER
ACKNOWLEDGMENT

I, the undersigned Notary Public, certify that Michael Thomasson personally came before me this day and acknowledged that he is the Manager of Fieldstone, LLC, a North Carolina limited liability company, and that he, as such officer, being authorized to do so voluntarily executed the foregoing instrument on behalf of said entity.

WITNESS my hand and official stamp seal this the 23 day of June,



Maria C Schmitt
Notary Public
Printed Name: Maria C Schmitt

My Commission Expires: 3/8/2012

~~STATE OF NORTH CAROLINA~~ MARYLAND
~~COUNTY OF~~ ANNE ARUNDEL

ASSOCIATION
ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Michael Thomasson, personally appeared before me this day and acknowledged that he is the President of Fieldstone Crossing Association, Inc., a corporation, and that he as such officer, being authorized to do so, voluntarily executed the foregoing instrument on behalf of said entity.

This the 23 day of June, 2008.



Maria C Schmitt
Notary Public
Printed Name: Maria C Schmitt

Commission Expires: 3/8/2012

EXHIBIT A

Being all of Phase I as more particularly shown as “Phase I, Fieldstone Crossing Cluster Unit Development” recorded in Book of Maps 2004, Pages 991-993, Wake County Registry; and

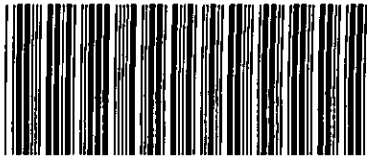
TOGETHER WITH

Being all of Phase II as more particularly shown as “Phase II, Fieldstone Crossing Cluster Unit Development” recorded in Book of Maps 2006, Pages 1013-1015, as corrected in Book of Maps 2006, Pages 1204-1206, Wake County Registry; and

Being all of Phases III and IV as more particularly shown as “Phase III - IV, Fieldstone Crossing Cluster Unit Development” recorded in Book of Maps 2008, Pages 993-997, Wake County Registry.

EXHIBIT B

1. The temporary stormwater drainage easements conveyed to the Association in Book 010869, Page 0503, Wake County Registry.
2. "Open Space & Stormwater Detention Area" as shown on map more particularly shown as "Phase II, Fieldstone Crossing Cluster Unit Development" recorded in Book of Maps 2006, Pages 1013-1015, as corrected in Book of Maps 2006, Pages 1204-1206, Wake County Registry



BOOK:013251 PAGE:00770 - 00777

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Laura M. Riddick
Register of Deeds**

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WAKE COUNTY, NC 260
LAURA M RIDDICK
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PRESENTED & RECORDED ON
12/05/2012 AT 12:50:49

BOOK:015046 PAGE:01102 - 01106

Prepared by and return to: **ROD Box 150**
Parker Poe Adams & Bernstein LLP (JAB)
150 Fayetteville Street, Suite 1400
Raleigh, NC 27601

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**ASSIGNMENT OF DECLARANT AND
DEVELOPMENT RIGHTS**

THIS ASSIGNMENT OF DECLARANT AND DEVELOPMENT RIGHTS (this "Assignment") is made as of November 2, 2012, by **FIELDSTONE, LLC**, a North Carolina limited liability company ("Owner"), to **CRM MID-ATLANTIC PROPERTIES, LLC**, a Georgia limited liability company("CRM")

WHEREAS, Owner is now or formerly the owner of that property more particularly described in the attached **Exhibit A** ("**Property**"); and

WHEREAS, Owner desires to assign permanently all declarant and development rights, privileges, and powers, if any, appurtenant to the Property arising under any declarations, restrictions, covenants, or other instruments and under any and all applicable laws and entitlements appurtenant to the Property, including all rights, privileges, and powers arising under that certain Declaration of Covenants, Conditions and Restrictions for Fieldstone Crossing Cluster Unit Development recorded in Book 10869, Page 546, Wake County Registry, as amended from time to time (collectively, the "**Development Rights**");

NOW, THEREFORE, in consideration of the Property and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner grants, sells, assigns, transfers, conveys, releases, and delivers the Development Rights unto CRM. Notwithstanding such assignment, it is not Owner's intent to assign to CRM, and CRM expressly does not accept assignment of, any obligations, duties, or liabilities with respect to the development of the Property or from the Declaration of Covenants, Conditions and Restrictions for Fieldstone Crossing Cluster Unit Development recorded in Book 10869, Page 546, arising prior to the date of this Assignment.

This Assignment shall be binding upon and shall inure to the benefit of Owner and CRM and their respective beneficiaries, legal representatives, heirs, successors and assigns. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State in which the Property is located, without reference to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

FIELDSTONE, LLC, a North Carolina limited liability company

By: [Signature] (SEAL)

Print Name: James Thomasson, Jr.

Title: Manager

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

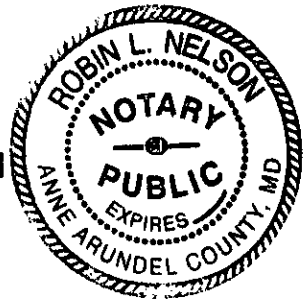
I certify that JAMES THOMASSON, JR. personally appeared before me this day and acknowledged that (s)he is the MANAGER of **FIELDSTONE, LLC**, a North Carolina limited liability company, and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the corporation for the purposes stated therein.

Date: 6/1/2012

By: Robin L. Nelson

Print Name: ROBIN L NELSON
Notary Public

[SEAL OR STAMP]



My Commission Expires: 9/17/2014

CRM MID-ATLANTIC PROPERTIES, LLC, a Georgia
limited liability company

By: CRM PROPERTIES MANAGER, LLC,
a Georgia limited liability company,
its Sole Member

By: [Signature] (SEAL)

Print Name: Erica S. Henning

Title: Vice President

STATE OF North Carolina

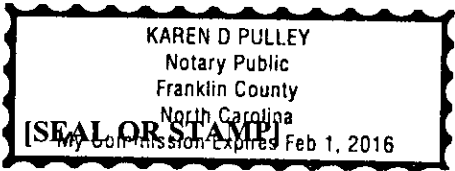
COUNTY OF Wake

I certify that Erica S. Henning personally appeared before me this day and
acknowledged that (s)he is the Vice President of CRM PROPERTIES MANAGER, LLC, a
Georgia limited liability company, as the Sole Member of CRM MID-ATLANTIC PROPERTIES, LLC,
a Georgia limited liability company, and that (s)he, in such capacity, being authorized to do so, voluntarily
signed the foregoing on behalf of the company for the purposes stated therein.

Date: 11/2/2012

By: [Signature]

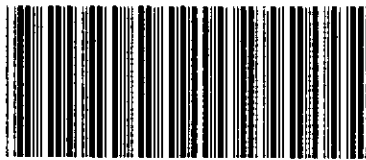
Print Name: Karen D. Pulley
Notary Public



My Commission Expires: 2-1-2016

EXHIBIT A

BEING all those tracts or parcels lying and being in Wake County, North Carolina, and being more particularly described in that Deed of Trust dated September 15, 2003, and recorded in Book 10495, Page 1117 and re-recorded in Book 10522, Page 590, Wake County Registry, encumbering certain real property more particularly described therein.



BOOK:015046 PAGE:01102 - 01106

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

This Customer Group
2 # of Time Stamps Needed

This Document
5 New Time Stamp
2C # of Pages

WAKE COUNTY, NC 270
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/30/2015 15:23:41

BOOK:015999 PAGE:02114 - 02119

After Recording Return To: Kohn Law, P.L.L.C. (Box 125)
This instrument was prepared by: Howard S. Kohn, Attorney

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**QUITCLAIM ASSIGNMENT AND ASSUMPTION OF
DECLARANT AND DEVELOPMENT RIGHTS**

THIS QUITCLAIM ASSIGNMENT AND ASSUMPTION OF DECLARANT AND DEVELOPMENT RIGHTS ("Assignment") is made and entered into this 30th day of April, 2015, by **BLUE SKY – SCHETIN VENTURES, LLC**, a North Carolina limited liability company ("Blue Sky"), as Assignor, to **FIELDSTONE CROSSING DEVELOPMENT LLC**, a North Carolina limited liability company ("Fieldstone Crossing"), as Assignee.

Blue Sky is the owner of 124 undeveloped lots in Fieldstone Crossing Cluster Unit Development (the "Property"), which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof, and has this date sold and conveyed the Property described on **Exhibit "A"** to Fieldstone Crossing.

Blue Sky desires to assign permanently all of its right, title and interest, if any, in the declarant and development rights, obligations, privileges, and powers, if any, for the Property, established or reserved in the Declaration of Covenants, Conditions and Restrictions for Fieldstone Crossing Cluster Unit Development recorded in Book 10869, Page 546, Wake County Registry, as amended from time to time (collectively, the "Development Rights") which Blue Sky may have obtained pursuant to that Quitclaim Assignment and Assumption of Declarant and Development Rights dated May 30, 2013, and recorded in Book 15295, Page 686, Wake County Registry.

Blue Sky does hereby grant, release, assign, transfer, convey, and forever quitclaim the Development Rights, if any, to unto Fieldstone Crossing and its successors and assigns only to the extent that Blue Sky holds any such Development Rights and only to the extent Blue Sky has the right or power to assign such rights for the Property. Fieldstone Crossing does hereby assume the Development Rights for the Property assigned in this Assignment, if any, from and after the date of this Assignment.

Fieldstone Crossing acknowledges and agrees that Blue Sky has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, or, as to, concerning, or with respect to: (a) the Development Rights; or (b) the right or authority (or lack thereof) of Blue Sky to transfer any Development Rights in this Assignment. Fieldstone Crossing has not relied upon any representation or warranty made by Blue Sky or any parent, subsidiary, or affiliate thereof, or any of its officers, directors, employees, agents or representatives in entering into this Assignment or in consummating the purchase and sale of the Property. All of the Development Rights are quitclaimed to Fieldstone Crossing "AS IS" without recourse.

This Assignment shall inure to the benefit and be binding upon the respective legal representatives, successor and assigns of the parties.

This Assignment will become effective upon the recording thereof in the Office of the Register of Deeds for Wake County, North Carolina.

TO HAVE AND TO HOLD, the Development Rights and all privileges and appurtenances thereto belonging unto Fieldstone Crossing and its successors and assigns forever.

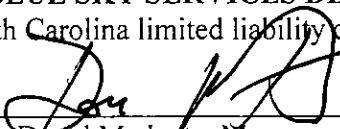
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

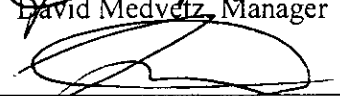
**[SIGNATURE AND NOTARIAL ACKNOWLEDGEMENTS INTENTIONALLY
APPEAR ON THE FOLLOWING PAGES]**

ASSIGNOR:

BLUE SKY – SCHETIN VENTURES, LLC,
a North Carolina limited liability company

By: **BLUE SKY SERVICES DEVELOPMENT LLC,**
a North Carolina limited liability company

By: 
David Medvetz, Manager

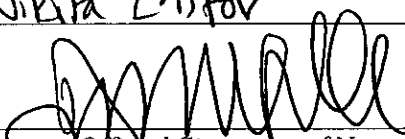
By: 
Nikita Zhitov, Member

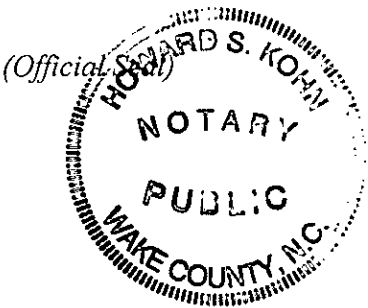
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, 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:

David Medvetz and Nikita Zhitov
name(s) of principal(s).

Date: 4/30/15


Official Signature of Notary Public
Howard S. Kohn
Printed or typed name of Notary Public



My commission expires: 7/13/19

ASSIGNEE:

FIELDSTONE CROSSING DEVELOPMENT LLC, a
North Carolina limited liability company

By: Howard D. Moyer, III
Howard D. Moyer, III

By: D. Stewart Marlowe
D. Stewart Marlowe

STATE OF NORTH CAROLINA

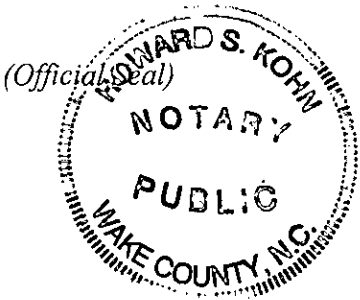
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, 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:

Howard D. Moyer, III and D. Stewart Marlowe
name(s) of principal(s).

Date: 4/30/15

[Signature]
Official Signature of Notary Public
Howard S. Kohn
Printed or typed name of Notary Public



My commission expires: 7/13/15

EXHIBIT "A"

Legal Description

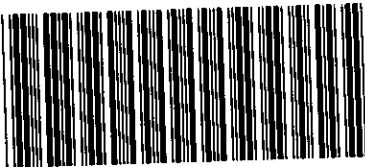
That certain tract or parcel of land lying south of Old Poole Road and east of CP&L's 200-foot easement and being described as follows: BEGINNING at a new PK nail in the centerline of the right of way of Old Poole Road (60-foot right of way), said beginning point being located South 83 degrees 54 minutes 34 seconds East 660.32 feet from an existing PK nail in the junction of the centerline of Old Poole Road and New Hope Road; running thence from the beginning South 79 degrees 05 minutes 00 seconds East 127.95 feet to a new PK nail 2.6 feet south of the Old Poole Road centerline; thence continuing South 76 degrees 27 minutes 00 seconds East 384.6 feet to a new iron pipe; thence South 77 degrees 08 minutes 00 seconds East 142.15 feet to an existing power pole; thence South 78 degrees 01 minutes 00 seconds East 173.20 feet to a new iron pipe, a corner with the Ray J. Jordan (now or formerly) property; thence as the Jordan line South 07 degrees 54 minutes 00 seconds West 870.17 feet to an existing iron pipe, a corner with Jordan; thence with Jordan's line South 71 degrees 26 minutes 40 seconds East 414.71 feet to an existing iron pipe, a corner with Jordan and with the Marshall T. Williford (now or formerly) property; thence as the Williford line South 00 degrees 49 minutes 12 seconds East 442.68 feet to an existing iron pipe, a corner with Williford and in the northern boundary line of The Meadows at Eaglechase Phase II, as shown on a map recorded in Map Book 1986, Page 716, Wake County Registry; thence as the north line of The Meadows North 84 degrees 43 minutes 06 seconds West 719.39 feet to an existing concrete monument, the northwest corner of Lot 23 of The Meadows; thence at the north line of the A.C. Dupree Heirs (now or formerly) property, North 84 degrees 15 minutes 08 seconds West 325.45 feet to a new iron pipe; thence continuing with the Dupree line North 66 degrees 34 minutes 38 seconds West 601.84 feet to a new iron pipe in the eastern boundary of CP&L's 200-foot easement; thence as the eastern line of the CP&L Easement North 21 degrees 31 minutes 22 seconds East 1376.40 feet to the Beginning, containing 37.598 acres, more or less, as shown on a map entitled "Property Survey for B.A. Antone Residuary Trust, Kay A. Mitchell, Trustee, St. Matthews Township, Wake County, North Carolina," dated May 2, 1996, and recorded in the Wake County Registry.

LESS AND EXCEPT:

BEING all of LOTS 1-85 as shown on that map entitled "Phase I Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC" recorded in Book of Maps 2004 Page 991 Wake County Registry.

BEING all of Lots 86-150 and 401-411 as shown on that map entitled "Phase II Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC", recorded in Book of Maps 2006, Pages 1013-1015, and Book of Maps 2006, Pages 1204-1206, Wake County Registry.

BEING all of Lots 151-155 and 174-183 as shown on that map entitled "Phase III - IV Fieldstone Crossing Cluster Unit Development Property of Fieldstone, LLC", recorded in Book of Maps 2008, Pages 993-997, Wake County Registry.



BOOK:015999 PAGE:02114 - 02119



**WAKE
COUNTY**
NORTH CAROLINA

Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

- | | |
|--|---|
| ☐ New Time Stamp | ☐ \$25 Non-Standard Fee |
| ☐ Additional Document Fee | ☐ Additional Reference Fee |

This Customer Group

_____ # of Time Stamps Needed

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6 # of Pages
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