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Prepared by and return to: F. Stuart Clarke, THORP, CLARKE, NEVILLE & KIRBY, PA  
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**NORTH CAROLINA**  
**HOKE COUNTY**

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
MAYFIELD, SECTION ONE**

THIS DECLARATION, made this the 13<sup>th</sup> day of August, 2008, by **FLOYD PROPERTIES AND DEVELOPMENT, INC. f/k/a FLOYD CONSTRUCTION CO., INC.**, a North Carolina Corporation with its principal place of business in Cumberland County, North Carolina, hereinafter referred to as "**Developer**", "**Declarant**" and "**Owner**".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in Hoke County, North Carolina, which is to be known as **MAYFIELD, SECTION ONE**, as shown on the plat of same duly recorded in Plat Cabinet 3, Slide 3-18, Map 004, Hoke County, North Carolina Registry; and

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to **MAYFIELD HOMEOWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Lot" shall mean and refer to all of the Lots as shown in Plat Cabinet 3, Slide 3-18, Map 004, consisting of Lots numbered 1 through 54, as shown on the plat of MAYFIELD, SECTION ONE recorded as aforesaid in the Hoke County Registry.

Section 5. "Declarant" shall mean and refer to FLOYD PROPERTIES AND DEVELOPMENT, INC. f/k/a FLOYD CONSTRUCTION CO., INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Common Area" shall mean and refer to all property owned by the Association and/or easements, as designated on the plat, for the common use and enjoyment of the owners, and includes, but is not limited to the no access and landscape easement, median strip at entrance, well, water pump and sprinkler system serving the entrance to the subdivision, stone entrance walls and columns, signs on stone walls located at the entrance, electrical lights which light up sign on stone entrance and vinyl fencing on entrance of the subdivision. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that area designated as Common Area as shown on the plat of Mayfield, being duly recorded in Plat Cabinet 3, Slide 3-18, Map 004, in the Office of the Register of Deeds of Hoke County, North Carolina and as further defined above, including but not limited to the no access and landscape easement, median strip at entrance, stone entrance walls and columns, well, water pump, sprinkler system, signs on stone walls located at the entrance, electrical lights which light up sign on stone entrance, and vinyl fencing on entrance in the subdivision known as Mayfield, as shown on the afore-referenced plat.

Any permanent retention pond remaining after full development of the within subdivision shall be owned and maintained by the Association.

## ARTICLE II PROPERTY RIGHTS

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

(a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty

(60) days for any infraction of its published rules and regulations;

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

(c) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

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

Section 3. Access Rights. Ownership of each Lot shall include easements over the common areas for access, ingress and egress from and to public streets and walkways and easements for the benefit of the Owners, their invitees and licensees, for enjoyment of the common areas.

### ARTICLE III USE RESTRICTIONS

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

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

No metal, aluminum or vinyl outbuildings shall be allowed on any Lot. Any outbuilding erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal dwelling structure. Said outbuilding shall not be any larger than 1,000 square feet, must

be approved by the Declarant or Architectural Committee and will be erected and placed according to Section 3 below.

Section 3. No dwelling shall be erected or allowed to remain on any of the said lots which shall contain a heated-area living space of less than one thousand four hundred (1,400) square feet. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building plot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Declarant or Architectural Committee shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by the Declarant or Architectural Committee and until a copy of all such plans and specifications, as finally approved by the Declarant or Architectural Committee, have been lodged permanently with the Declarant or Architectural Committee. The Declarant or Architectural Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Declarant or Architectural Committee may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building plot upon which the owner proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In the event the Declarant

or Architectural Committee fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of the Declarant or Architectural Committee shall be presumed and the provisions of this paragraph four (4) shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building plot on said land.

Outbuildings, as permitted in Section 2 above, may be erected or placed no closer than five (5') feet to the rear lot line of any lot.

Section 4. All structures shall comply with (i) the Hoke County ordinances with regard to all set-back requirements and (ii) such set-back requirements as are set forth on the plats of MAYFIELD, SECTION ONE recorded in Plat Cabinet 3, Slide 3-18, Map 004, Hoke County, North Carolina, Registry.

Section 5. Fences. Only wood, vinyl and wrought iron fences, measuring no more than seventy-two (72) inches from the ground may be erected on any Lot. No fence or wall shall be erected or maintained nearer to any street than the principal dwelling structure on improved Lots or nearer to any street than the setback line on any vacant lot or nearer to any street than thirty (30) feet. On corner lots, no fences shall be erected any closer to the street than the back, rear corner of the principal dwelling structure. No fence shall be erected on the property designated as "landscape easement". Any variation or deviation may be allowed only with the written consent of Floyd Properties and Development, Inc. and/or the Architectural Control Committee.

Section 6. Television satellite or dish antennas having a diameter in excess of twenty-two inches (22") are prohibited. In no case shall antennas or satellites be placed in front yards or any closer to the street on which the dwelling house fronts than the back rear corners of the dwelling house.

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

Section 8. No automobile or motor vehicle may be dismantled or stored on said property; and no mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on said property. Notwithstanding the above, these restrictions shall

not apply if such vehicle is kept in an enclosed garage. Commercial vehicles, camper trailers, trailers, and/or boats shall be stored at the rear of the residence and shall be within the yard set-backs. No automobile or motor vehicle, boat or trailer shall be permitted to be parked in the front yard of the premises at any time. Any automobile or motor vehicle, boat or trailer may be parked no closer to the street than the rear corner of the principal dwelling if properly screened, said screening to be approved by the Declarant or Architectural Committee in writing.

No mechanically defective automobile, automobile, motor vehicle, mechanical devise, machine, machinery, boat, or trailer may be parked on the public right of way or streets of Mayfield Subdivision except on a temporary basis.

Section 9. No trailer, tent, shack, garage, barn or similar type outbuilding shall be placed, erected or allowed to remain on said property without the written consent of Developer, its successors or assigns. Nor shall any structure of a temporary character be used as a residence temporarily, permanently or otherwise.

Section 10. Only break-away mailboxes may be constructed in the subdivision; it being the intention of the Developer to preclude the erection of permanently constructed mailboxes in the North Carolina State Right-of-Way areas.

Section 11. No animals or poultry of any kind, except common pets, shall be placed or kept on any part of the premises. No breed of dogs that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, including, but not limited to, pitbulls, rottweilers, Dobermans, Chows and German shepherds, nor any dog whose lineage includes any part of any of said breeds, nor any dog that has at any time bitten a person, nor any dog that has been trained as an attack dog, shall be permitted on the premises

Section 12. Outdoor Furniture. No upholstered furniture, of any nature, shall be placed or allowed to remain outside the principal dwelling as lawn furniture or placed on any porch.

Section 13. Clothes Lines. No outside clothes lines shall be permitted on the premises.

Section 14. Basketball Goals. No basketball goals of any nature, whether stationary or portable, of regulation size or otherwise, shall be allowed in the street or public right of way. Basketball goals shall be allowed in Owners yards or driveways, provided they are maintained in good repair and condition.

Section 15. Yard Maintenance. Each Owner shall landscape and maintain his yard in a well

manicured style, so as to enhance his own as well as his neighbor's homes and Lots. Grass should be kept at a reasonably short length, and trees, shrubs and bushes shall be properly pruned and all yards shall be kept free of weeds. Specific guidelines will be further addressed in the Aesthetic Rules and Regulations provided for herein. Each Owner shall maintain the grass in the public right of way.

Section 16. Trash and Yard Debris. No trash of any kind, whether household or yard debris shall be placed or allowed to remain on said property, except in proper containers, placed where trash is normally picked up, and may only be placed there on the evening before the day the trash is normally picked up. Each Owner shall promptly remove the trash container from the point of pickup, in no case later than the evening of the day the trash was removed.

Section 17. Driveways. All driveways shall be constructed of concrete.

Section 18. It is understood and agreed that these restrictions are made for the mutual benefit of the grantors and grantees and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right to enforce same.

Section 19. The invalidation of any one or more or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants or portions thereof.

#### ARTICLE IV UTILITIES AND UTILITY AND DRAINAGE EASEMENTS

Section 1. Developer reserves the right to subject the real property in this entire subdivision to a contract with Public Utility Provider(s) for the installation of overhead and/or underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to such public Utility Provider by the owner of each building. Developer and its successors in title may devote any lot or portion thereof, not already sold, for any construction and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities.

Section 2. Easements for installation and maintenance for utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may

obstruct or retard the flow of water. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever except side yard easements which are for the use and benefit of those persons and lots as described herein.

ARTICLE V  
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of any person or entity who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his or its successors in title.

- (c) assessments and fines for violations of this declaration of covenants, conditions and restrictions, as to be established, collected and described hereinafter.

The annual and special assessments, and fines and assessments for violation of this declaration of covenants, conditions and restrictions, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be for the purpose of maintaining the no access and landscape easement, median strip at entrance, stone entrance walls and columns, well, water pump, sprinkler system, signs on stone walls located at the



entrance, electrical lights which light up sign on stone entrance, and vinyl fencing on entrance in the subdivision known as Mayfield, maintaining subdivision signage, maintenance of any green spaces for use in conjunction with the Common Areas, and for such other purposes as may be consistent with maintenance of the high character of the development for the benefit of all the owners and protecting the value and desirability of the real property and enhancing of homes and Lots.

Section 3. Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, to include a general licensed contractor, from the Developer, the maximum annual assessment shall be One Hundred Fifty and No/100 (\$150.00) Dollars per Lot.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to include a general licensed contractor or builder, from the Developer, the annual assessment may be increased each year not more than ten (10%) per cent above the assessment for the previous year by a vote of two-thirds of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Notwithstanding anything in the foregoing to the contrary, under no circumstances will the Declarant be assessed and pay annual assessments as provided for herein.

(d) There shall be a one time initial set up fee of Seventy Five and No/100 (\$75.00) Dollars for each Lot, paid by the initial purchaser, to include a general licensed contractor or builder, to the Homeowners Association at the time of the initial sale from the Declarant to the Purchaser, to include a general licensed contractor or builder.

Section 4. Notice and Quorum for Any Action Authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Association members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Association members or of proxies entitled to cast fifty (50%) per cent of all the membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January following the conveyance of the Common Area to the Association. The Association's Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notices of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association's Board of Directors and it shall have the authority to require the assessments to be paid in pro-rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. Fines and Assessments for Violations of This Declaration of Covenants, Conditions and Restrictions, and Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee.

(a) The Declarant, prior to conveyance of all Lots in the subdivision, or an Aesthetic Committee composed of three (3) or more representatives appointed by the Board of Directors after the Conveyance of all Lots in the Subdivision, shall cause to be issued letters of warning to any Owners deemed to be in violation of any covenants, conditions or restrictions or Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee.

(b) If the violation or decision is not remedied, a second letter of warning shall be issued to the Owner, advising the Owner of the date of imposition of the daily fine, as well as the amount thereof, if the violation is not remedied by the imposition date.

(c) Alternatively, in the event an Owner neglects or otherwise refuses to remedy any violation of the covenants, conditions or restrictions, or Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee, then and in that event, the Aesthetic Committee may effect such remedy or maintenance and the cost of such remedy or maintenance shall be added to and become a part of the assessment to which such Lot is subject pursuant to Article V.

(d) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum fine or assessment shall be \$10.00 per day per Lot in violation, enforceable by lien as set forth in Article V, Section 9.

(e) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum fine or assessment may be increased each year not more than ten

(10%) per cent above the assessment for the previous year by a vote of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(f) Notwithstanding anything in the foregoing to the contrary, under no circumstances will the Declarant be assessed and pay fines or assessments as provided for herein.

Section 8. Notice and Quorum for Any Action Authorized Under Section 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 7 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty (50%) per cent of all the membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or fine not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the affected Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot or Common Areas.

Section 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes on said Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not abate the personal obligation of the prior Owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners of Lots with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons and entities shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to fifty-four (54) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A membership respectively upon the happening of either of the following events, whichever occurs earlier:

- (a) When the total aggregate votes outstanding of Class A equals the total votes outstanding in the Class B Membership; or
- (b) on January 1, 2040.

ARTICLE VII  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, replaced or maintained upon the Properties, nor shall any exterior color, exterior addition to or change or alteration therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, prior to the conveyance of all Lots in the subdivision, or after conveyance of all Lots, by an architectural committee composed of three (3) or more representatives appointed by the Association's Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII  
EXTERIOR MAINTENANCE

The Association shall provide maintenance for the no access and landscape easement, median strip at entrance, stone entrance walls and columns, well, water pump and sprinkler system serving the entrance to the subdivision, signs on stone walls located at the entrance, electrical lights which light up sign on stone entrance and vinyl fencing on entrance of the subdivision and entrance in

MAYFIELD, SECTION ONE as recorded in Plat Cabinet 3, Slide 3-18, Map 004, Hoke County Registry and any property denoted as "Common Area" and "Landscape Easement" on said plat. The cost of such maintenance, repairs and replacements shall be paid for out of the assessments provided for in Article V above. In the event an Owner neglects or otherwise refuses to maintain his or her house and other accouterments in a state of repair consistent with the beauty and welfare of the remaining area, including but not limited to, painting of the exterior and yard maintenance as defined in Article III, Section 15, then and in that event, the Architectural Control Board may effect such maintenance, repairs or replacement, and the cost of such maintenance, repairs and replacements shall be added to and become a part of the assessment to which such Lot is subject pursuant to Article V.

ARTICLE IX  
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A Members and two-thirds (2/3) of the Class B Members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members or of proxies entitled to cast sixty (60) percent of the votes of each Class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class B Membership are not present in person or in proxy, Members not present may give their written assent to the action taken thereat.

Section 2. If at any time before January 1, 2021 the Declarant shall decide to develop lands contiguous to the subdivision, such additional lands or any portion thereof may be annexed to said properties without the assent of the Class A Members.

ARTICLE X  
GENERAL PROVISIONS

Section 1. Enforcement. So long as Developer is an owner of a lot shown on the plat, Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the

provisions of these Restrictive Covenants. Failure by the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years unless altered by a vote of the Owners as set forth below.

So long as Declarant continues to own any lot in the subdivision, the Declarant may amend this Declaration, without the consent or joinder of the Members or the Association. This Declaration may also be amended during the first twenty-five year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots in Mayfield, and thereafter by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots in Mayfield. No amendment shall be effective unless it has been approved, if required by the Federal Housing Administration or Secretary of Veterans Affairs, and is recorded in the office of the Register of Deeds of Hoke County. Notwithstanding the foregoing, Article XI shall not be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

Section 3. In the event of any conflict between the provisions of these Covenants and any applicable provisions of the Hoke County Ordinance or North Carolina General Statute, the conflicting provisions of the North Carolina General Statute or the Hoke County Ordinance shall control in that order.

#### ARTICLE XI COMPLIANCE WITH WETLANDS REGULATIONS

Section 1. A portion of this subdivision has been determined to meet the requirements for designation as a regulatory wetland. A 401 Water Quality Certification was issued for this subdivision with the condition that the regulatory wetland not be filled. No subdivision filling or alternation of the wetland portion of this subdivision shall be accomplished unless said filling or alteration conforms to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. All lots abutting or including within its lot dimensions a portion of any now existing ditch or any ditch as relocated shall be responsible for the maintenance of said open ditch and charged with the obligation to retain and protect the free-flowing character

of the water contained therein subject to the provisions of Article IV, Section 2, *et. seq.*

Section 2. The areas shown on the recorded plat as wetland areas shall be maintained in perpetuity in their natural condition. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; not cut, remove or harm any vegetation, nor construct any structures, on such wetland areas.

Section 3. The property owner shall report the name of the subdivision, Mayfield, Section One, in any application pertaining to said wetland rules.

Section 4. This covenant is intended to ensure continued compliance with the mitigation condition of authorizations issued by the State of North Carolina, Division of Water Quality, and the United States of America, U.S. Army Corps of Engineers, Wilmington District, and therefore may be enforced by the State of North Carolina and by the United States of America.

Section 5. This covenant is to run with the land and shall be binding on the Owner and all parties claiming under it.

Section 6. Article XI, Compliance with Wetlands Regulations cannot be amended without the express written consent of the U.S. Corps of Engineers, Wilmington District.

IN WITNESS WHEREOF, Floyd Properties and Development, Inc., the Developer herein, has caused this Declaration to be signed in its name the day and year first above written.

**FLOYD PROPERTIES AND DEVELOPMENT, INC.**

By:  
Name:  
Title:

*Gregory W. Floyd*  
*Gregory W. Floyd*  
*Vice President*

NORTH CAROLINA  
CUMBERLAND COUNTY

I, Denise Gaskins, the undersigned Notary Public of the County and State aforesaid, certify that Gregory W. Floyd, personally came before me this day and acknowledged that he is the Vice President of FLOYD PROPERTIES AND DEVELOPMENT, INC., a North Carolina corporation, and that by authority duly given and as an act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial stamp or seal this the 13<sup>th</sup> day of August, 2008.

My Commission expires:  
04/17/2010

*Denise Gaskins*  
Notary Public

