

RETURN

3

BOOK 1757 PAGE 958

3411

TO Watson

NORTH CAROLINA  
WILSON COUNTY

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR EAGLE FARM, SECTION  
THREE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE FARM, SECTION THREE is made this 31<sup>st</sup> day of March, 2000, by BUNN-EAGLES FARM, L.L.C., a North Carolina limited liability company, hereinafter referred to as "Declarant", for the benefit of purchasers of lots in Section Three of Eagle Farm (hereinafter referred to as "Owner" and/or "Owners"), JANE G. LYON, Trustee and BRANCH BANKING AND TRUST COMPANY, Noteholder;

WITNESSETH:

THAT WHEREAS, the Declarant is the Owner of a certain tract of land located on N. C. Highway 58 (Nash Street), Wilson County, North Carolina to be known as "Eagle Farm"; and

WHEREAS, the Declarant has recorded a Master Declaration of Covenants, Conditions and Restrictions for Eagle Farm (the "Master Declaration") which sets forth general easements, restrictions, covenants and conditions applicable to the property described on Exhibit A attached hereto and specifically made a part hereof which property is the first phase of residential development of Eagle Farm (hereinafter referred to as the "Property"); and

WHEREAS, the Declarant intends to develop single family residential homes within the Property; and

WHEREAS, the Declarant desires to insure the attractiveness of the Property and prevent any future impairment thereof, to prevent nuisances, to preserve, to protect and to enhance the values and amenities of the Property and to provide for the maintenance and upkeep of all Lots and Common Areas as hereinafter defined. To this end, Declarant desires to subject the Property described on Exhibit A attached hereto to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, pursuant to the Master Declaration, the Declarant has deemed it desirable to create an organization to which will be delegated and assigned the power of owning, maintaining, and administering the Common Areas and administering and enforcing the covenants, conditions, restrictions, charges and liens and collecting and disbursing the assessments and charges created in the Master Declaration and as hereinafter set forth; and

WHEREAS, pursuant to the Master Declaration, the Declarant has caused to be incorporated under North Carolina law "Eagle Farm Owners Association, Inc.", a non-profit corporation, for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, the Declarant, by this Declaration of Covenants, Conditions and Restrictions for Eagle Farm, Section Three (the "Declaration"), does declare that all of the Property described on Exhibit A attached hereto, is hereby annexed into Eagle Farm and is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements,

charges and liens set forth in the Master Declaration recorded in Book 1757, Page 936, Wilson County Registry and this Declaration which shall run with the Property and be binding upon all parties owning any right, title, or interest in said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I  
DEFINITIONS**

SECTION 1.1. "Articles" shall mean and refer to the Articles of Incorporation of Eagle Farm Owners Association, Inc.

SECTION 1.2. "Association" shall mean and refer to Eagle Farm Owners Association, Inc., its successors and assigns.

SECTION 1.3. "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 1.4. "Property" shall mean and refer to that certain tract of land described on Exhibit A attached hereto and incorporated herein.

SECTION 1.5. "Common Areas" shall mean and refer to all real property owned by the Association for the common use and enjoyment of all Members or designated Members of the Association, including recreational areas and amenities located thereon.

SECTION 1.6. "Lot" shall mean and refer to any plot of land shown upon the last recorded subdivision map of the Property on which such plot appears (provided such map has been approved by the Declarant) which plot of land has been annexed into Eagle Farm. "Lot" shall not include any Common Areas.

SECTION 1.7. "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 has been made subject to this Declaration, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding buyers who are general contractors approved by the Declarant and who have bought a Lot or Lots solely for the purpose of resale after constructing improvements thereon.

SECTION 1.8. "Declarant" shall mean and refer to Bunn-Eagles Farm, L.L.C., a North Carolina limited liability company, and its successors and assigns, if any, to whom the rights of Declarant hereunder are expressly transferred hereafter, in whole or in part, and such assigned rights shall be subject to such terms and conditions as the Declarant may impose.

SECTION 1.9. "Amenities" shall mean and refer to any facilities constructed, erected or installed on the Common Areas.

**ARTICLE II  
INSURANCE**

Immediately prior to starting construction of a residence on a Lot, the Owner shall have in effect, a fully paid builder's risk insurance policy. Immediately upon completion of the residence, the Owner shall have a fully paid fire and extended coverage insurance policy or homeowners insurance policy. Said insurance policies shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction to the dwelling and/or improvements from any hazard.

The builder's risk and homeowners insurance policies to be taken out by each Owner shall include a loss payable clause listing the Association as an additional insured and must contain a clause therein that the insurance cannot be canceled without first giving the Association ten (10) days notice of said cancellation. If requested by the Association, an Owner shall furnish evidence of the aforementioned insurance as well as evidence of the payment of the premium to the Association prior to the construction of the residence as to the builder's risk insurance policy and prior to occupying the residence as to the fire and extended coverage insurance policy or homeowners insurance policy.

In the event a residence is partially or totally destroyed by fire or other casualty, the Owner shall rebuild, repair, or restore such damage or destroyed portions of the residence to essentially the same condition and appearance, including using the same or substantially similar building materials, as existed immediately prior to the partial or total destruction. In the event the Owner fails to provide funds necessary to complete the construction, then the Association shall have the right to collect the insurance proceeds and/or proceed against the Owner and personally collect said funds and the Association shall have a lien against the Lot for the amount necessary to complete said construction, together with interest, costs and reasonable attorney fees. Said lien may be enforced by the Association in a like manner as a mortgage or a deed of trust and the Owner hereby expressly grants to the Association a power of sale in favor of the Association which shall be for the benefit of all other Owners. Any repair or restoration shall be commenced promptly after the casualty.

The provisions of this Article pertaining to builder's risk insurance shall also be applicable to general contractors who are building residences for resale on a Lot.

**ARTICLE III  
ARCHITECTURAL CONTROL AND USE RESTRICTIONS**

Section 3.1. Architectural Committee. Pursuant to the Master Declaration, an Architectural Committee has been established to approve all plans and specifications for construction of improvements within Eagle Farm.

Section 3.2. Architectural Control. No building, fence, wall, other structure, or improvement shall be commenced, erected, or maintained upon the Property or any Lot, nor shall any exterior addition to, or alteration therein, be made, nor shall any repair be made thereto, nor shall any building, wall, fence, other structure or improvement be rebuilt or restored after destruction by any hazard or otherwise, until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Committee. The builder or contractor for any construction to be performed on the Property must also

be approved by the Architectural Committee in writing. In the event the Architectural Committee fails to approve or disapprove submitted plans and specifications or the builder or contractor within sixty (60) days after said plans and specifications or builder or contractor have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 3.3. Use Restrictions.

(a) Each Lot as set forth herein and approved by the appropriate municipal authorities, shall be used for single family residential purposes only and shall be occupied only by resident Owners. The lay of the Lots as shown on any recorded plat of all or part of the Property shall be substantially adhered to; provided, however, that with the prior written approval of the Declarant, its successors and assigns, the Architectural Committee or the Association, the size and shape of any Lot may be altered; provided that no Lot or group of Lots may be re-subdivided so as to produce a greater number of Lots than is set forth on any recorded plat of the Property. A residence may be constructed on more than one Lot provided the location of any structure permitted thereon is approved in writing by the Architectural Committee.

(b) All structures shall comply with applicable zoning restrictions and regulations of the City of Wilson, North Carolina.

(c) No residential structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed three stories in height, a private garage for not more than three cars, and other outbuildings reasonably incidental to normal residential use thereof. No manufactured or modular homes or log cabin homes shall be erected, altered, placed or permitted to remain on any Lot. The total floor area of a one story residential structure, exclusive of porches, basements and garages, shall be not less than 2,000 square feet. Without the prior written consent of the Architectural Committee, a two story residential structure, exclusive of porches, basements and garages, shall be not less than 2,300 square feet. Without the prior written consent of the Architectural Committee, a one and one-half story residential structure, exclusive of porches, basements and garages shall be not less than 2,250 square feet. All driveways and parking areas shall be paved (concrete or asphalt) from the street to each house, except as otherwise permitted in the sole discretion of the Architectural Committee, provided that the apron from the street to the property line is paved with concrete.

(d) No structures of a temporary character, trailers, tents, mobile homes, shacks, garages, barns, or other out buildings shall be used on any portion of said Property at any time as a residence, either temporarily or permanently, with the exception that a garage or out building may be used for residential purposes so long as the occupant of such garage or out building is related to the Owner by blood or through marriage and the prior written approval of the Architectural Committee has been obtained.

(e) Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions, and provisions hereof.

(f) Notwithstanding any provision in this Declaration to the contrary, it shall be expressly permissible for the Declarant or the builder of said residences to maintain during the period of construction and sale of said residences, upon such portion of the Property as Declarant deems

necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of said residences, including, but without limitation, a business office, storage area, construction yard, "For Sale" signs, model units and a sales office.

(g) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other usual household pets may be kept by the respective Owners on their respective Lots so long as they are confined within a fence (including an electric fence) or on a lease when left unattended outside the residence, and provided they are not kept, bred, or maintained for any commercial purposes and do not endanger the health of, or in the sole discretion of the Board of Directors of the Association, disturb the Owner of any other Lot or resident thereof, and provided further, that such pets shall not be allowed in the Common Areas unless on a leash, and under control of, or carried by, the Owner thereof. Notwithstanding anything herein to the contrary, no residence shall be allowed more than two pets.

(h) No signs of any kind shall be erected, placed or permitted to remain on the Property, except as specifically permitted in paragraph (f) above. No billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property. The Property shall not be used in any way or for any purpose which may endanger the health of or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted in any residence or on any portion of any Lot without the prior written approval of the Declarant, the Association and the City of Wilson. The foregoing shall not apply to the Declarant, its agents or assigns, during the construction and sales period as provided in paragraph (f) above.

(i) All equipment, garbage cans, pet pens, pet yards and pet houses, houses for wood, coal, oil and other fuel, clothes racks and clothes lines, service yards, wood piles, storage piles and air conditioning and heating units and other structures or objects determined by the Declarant to be of an unsightly nature or appearance, shall be kept in areas specifically designated in writing by the Architectural Committee or screened by adequate planting or fencing so as to conceal them from view of adjoining residences, which screening, planting, or fencing shall be specifically approved in writing by the Architectural Committee. All garbage, trash, or rubbish shall be regularly removed from the Property and shall not be allowed to accumulate thereon.

(j) No building, fence, wall, mailbox, outside lighting, entrance markers or pillars, newspaper box, storm windows, screens, plantings, pet pens, pet houses, or other improvement shall be erected, placed, maintained or altered on any Lot until the provisions of the Master Declaration have been complied with pertaining to approval by the Architectural Committee.

(k) Satellite dishes, satellite antennas and television antennas are allowed to be placed on a Lot by an Owner as long as the following conditions are complied with:

(i) The satellite dish or antenna must be one (1) meter in diameter or smaller; and

(ii) The satellite dish or antenna must be installed, screened from view and/or painted to minimize its visual intrusion on the Property as approved in writing by the Architectural Committee.

If an Owner wishes to install a satellite dish, satellite antenna or television antenna on a Lot, the Owner is required to submit in writing to the Architectural Committee plans for such installation

showing the location of such satellite dish or antenna, size, any screening to be provided and the color of such dish or antenna. Upon receipt of such plans, the Architectural Committee shall have a period of five (5) working days in which to approve or disapprove the installation of such dish or antenna. If an Owner is not notified in writing by the Architectural Committee of its decision within such period, it shall be assumed that the installation of such dish or antenna meets all of the conditions of these Restrictions.

(l) All buildings and structures erected upon a Lot shall be of new construction and must be completed within one (1) year after the construction of the same shall have commenced, except where such construction is impossible or would result in great hardship to the Owner or the contractor due to strikes, fires, natural emergencies or natural calamities. During the time of construction of any improvements on any Lot, the Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition.

In the event that construction of an improvement has not been completed within eighteen (18) months from the date construction commenced, the Declarant shall have the right to purchase the Lot, including any improvements located thereon, at the fair market value of the Lot and such improvements. Such fair market value shall be determined by two (2) certified real estate appraisers, one to be named by the Declarant and the other to be named by the Owner. In the event that these two (2) real estate appraisers can not agree on the fair market value of the Property and its improvements, such real estate appraisers shall name a third real estate appraiser who shall then determine the fair market value of the Property and its improvements. Any fair market value determined pursuant to this paragraph shall be binding on the Declarant and the Owner. The Declarant shall not be required to exercise this option but shall have the right to do so in its sole discretion.

In the event that the Declarant does not choose to exercise its option to purchase the Lot and its improvements, the Board of Directors of the Association shall have the right to exercise such option under the same terms and conditions as set forth above.

In addition to the remedies set forth in this section, the Declarant and the Board of Directors of the Association shall have all other remedies available to them at law and in equity to enforce the provisions of this section.

(m) No yard sales or similar types of outdoor sales shall be allowed on any portion of the Property without the prior written approval of the Board of Directors of the Association.

(n) Any lights located on the exterior of a residence or located anywhere else on a Lot shall not be directed toward any other residence so that said lights will shine on any adjoining residence.

(o) An Owner shall do no act, nor any work that will impair the structural soundness or integrity of another residence, nor impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other residences or their Owners.

(p) Owners of Lots agree to provide adequate off-street parking for their automobiles, mini-vans, sports utility vehicles, trucks, lawn tractors, boats, jet skis, boat or jet ski trailers, campers, recreational vehicles, trailers, motorbikes, motorcycles, trailerized cookers, or other vehicles. None of such vehicles are to be parked on the street or any Common Areas. Automobiles, mini-vans, sports

utility vehicles and half-ton pick-up trucks may be parked within a paved driveway, garage or rear yard of a Lot. Lawn tractors, boats, jet skis, boat or jet ski trailers, other types of trailers, motorbikes, motorcycles and trailerized cookers may be parked either in the rear yard of a Lot or at the farthest end of a paved driveway away from the street so long as such vehicle, when parked in this location, is completely behind the front of the residential structure placed on the Lot. If such a vehicle when parked within a paved driveway is located in front of the residential structure or any part of such vehicle is located in front of the residential structure, such vehicle shall then be allowed to be parked only in the rear yard of the Lot. Campers and recreational vehicles shall be parked only within a garage.

If any vehicles are parked in the rear yard of a Lot, such vehicles shall be maintained in such a manner that they do not create an unsightly nuisance to the Owners of adjoining Lots. No trucks other than half-ton pick-up trucks may be parked on any Lot. No vans used for commercial purposes may be parked on any Lot. Without the prior written consent of the Architectural Committee, no more than three (3) vehicles (excluding vehicles which are driven on a daily basis) may be parked within a paved driveway or the rear yard of a Lot at any one time.

(q) No trade materials or inventories may be stored upon any Lot.

(r) The Board of Directors of the Association shall have the power to formulate, publish, and enforce other reasonable rules and regulations concerning the use, enjoyment and appearance of each Lot and the Common Areas.

(s) The minimum front, side and rear setback lines shall be the same as set forth on any map of the Property which is recorded in the Office of the Register of Deeds of Wilson County.

#### ARTICLE IV GENERAL PROVISIONS

Section 4.1. Enforcement. The Declarant, the Architectural Committee, the Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, covenants, conditions, reservations, easements, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Declarant, the Architectural Committee, the Association, or by any Owner to enforce any covenant, restriction, condition, reservation, easement, lien, or charge herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 4.2. Severability. Invalidation of any one of these restrictions, conditions, covenants, reservations, easements, liens, or charges by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4.3. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Architectural Committee, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall automatically be extended for successive periods of ten (10) years. Except as set forth in Section 4.4 below, this Declaration may be amended by an instrument signed by the Owners of Lots entitled to cast







Section 4.4. Right of Declarant to Amend Declaration. Declarant hereby retains the right to amend this Declaration with respect to Article III providing for architectural control and use restrictions, except that, except as otherwise already provided herein, Declarant shall not make any amendment allowing the placement of more than one dwelling per Lot or any amendment which would allow any use of a Lot except for single family residential purposes.

Notwithstanding anything in this section to the contrary, the Declarant shall have no further rights to amend this Declaration with respect to Article III which provides for architectural control and use restrictions, after control of the Association passes to the Owners as provided in the Master Declaration.

Section 4.5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable and the necessary grammatical changes required to make provisions hereby apply to either corporations or individuals, man or wife, and shall in all cases be assumed as though in each case fully expressed.

Section 4.6. Governing Law. This Declaration shall be governed by, construed and interpreted in accordance with the laws of the State of North Carolina.

Section 4.7. Consent of Trustee and Noteholder. Jane G. Lyon, Trustee, and Branch Banking and Trust Company, Beneficiary, under those certain deeds of trust recorded in Book 1725, Page 462 and Book 1725, Page 467 (re-recorded in Book 1738, Page 85), Wilson County Registry, does hereby consent to the recordation of this Declaration and the imposing of the provisions hereof on the property which is the subject of this Declaration and which is more specifically described in the premises hereof and does hereby consent and agree that from and after this date, the provisions of this Declaration shall be superior to the liens of said deeds of trust on the property which is the subject of this Declaration more specifically described in the premises hereof.

IN WITNESS WHEREOF, Bunn-Eagles Farm, L.L.C. has caused this instrument to be signed in its name by its managing Member, all the day and year first above written,

**BUNN-EAGLES FARM, L.L.C.**  
a North Carolina limited liability company

By: Fred M. Bunn (SEAL)  
Fred M. Bunn, Managing Member

Jane G. Lyon (SEAL)  
Jane G. Lyon, Trustee

BRANCH BANKING AND TRUST COMPANY,  
Noteholder

By: Jane G. Lyon  
VICE President



NORTH CAROLINA  
Wake COUNTY

I, Ardis B. Collins, a Notary Public, certify that **FRED M. BUNN** personally came before me this day and acknowledged that he is the managing Member of **BUNN EAGLES FARM, L.L.C.**, a North Carolina limited liability company, and that he has the authority to execute the foregoing instrument on behalf of the company.



WITNESS my hand and Notarial Seal, this 30<sup>th</sup> day of March, 2000.  
Ardis B. Collins  
Notary Public

NORTH CAROLINA  
Nash COUNTY

I, Denise P. Winstead, a Notary Public, in and for said County and State, do hereby certify that **JANE G. LYON, Trustee**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.



WITNESS my hand and Notarial Seal, this 29<sup>th</sup> day of March, 2000.  
Denise P. Winstead  
Notary Public

My Commission Expires Nov 24, 2001

NORTH CAROLINA  
WASH COUNTY

Denise P. Winstead, a Notary Public, certify that  
Terrill H. Strates personally came before me this day and acknowledged that he/she is  
ASST Secretary of **BRANCH BANKING AND TRUST COMPANY**, and that by authority duly  
given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice  
President, sealed with its corporate seal and attested by himself/herself as its ASST Secretary.



WITNESS my hand and Notarial Seal, this 27<sup>th</sup> day of March, 2000.

Denise P. Winstead  
Notary Public

Commission Expires: Nov 24, 2001

NORTH CAROLINA  
WILSON COUNTY

Dandra B. Perkins +  
(2)

The foregoing certificate of Denise P. Winstead, a Notary Public, is certified  
to be correct. This instrument was presented for registration and recorded in this Office in Book  
1757, Page 958, this 30 day of March, 2000, at 4:55 o'clock P.M.

Celia W. Brennan  
Register of Deeds of Wilson County

By Jocia G. Stith  
Asst

See Attached

NORTH CAROLINA  
WASH COUNTY

Denise P. Winstead, a Notary Public, certify that  
Terri H. Stratts personally came before me this day and acknowledged that he/she is  
ASST Secretary of **BRANCH BANKING AND TRUST COMPANY**, and that by authority duly  
given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice  
President, sealed with its corporate seal and attested by himself/herself as its ASST Secretary.



WITNESS my hand and Notarial Seal, this 27<sup>th</sup> day of March, 2000.

Denise P. Winstead  
Notary Public

Commission Expires: Nov 24, 2001

NORTH CAROLINA  
WILSON COUNTY

Sandra B. Adkins +  
(2)

The foregoing certificate of Denise P. Winstead, a Notary Public, is certified  
to be correct. This instrument was presented for registration and recorded in this Office in Book  
1757, Page 958, this 30 day of March, 2000, at 4:55 o'clock P.M.

Celia W. Brennan  
Register of Deeds of Wilson County

By Jessie G. Stith  
Asst

See Attached

**EXHIBIT A**

Being all of Lots 1 through 11, 55 through 57 and 71 through 81 as well as the "Community Center" as shown on that plat entitled "Revision To - Final Plat - Section Three, Eagle Farm" which plat is recorded in Plat Book 28, Pages 242 and 243, Wilson County Registry and Eagle Farm Greenway #1 and #2 set forth on the attached pages.

Legal Description  
Eagle Farm Greenway # 1  
March 24, 2000

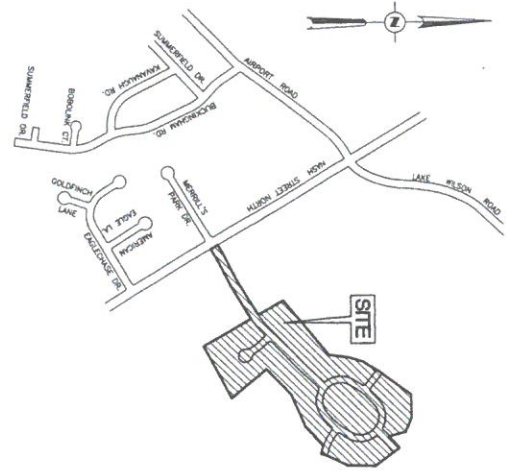
Beginning at a point said point being N 14° 57' 37" E 63.81 feet from centerline intersection of Nash Street (NC Hwy 58) and Eagle Farm Drive North Carolina Grid Coordinates N = 735924.811 E = 2314751.372, from said point of beginning along the easterly right-of-way of Nash Street (NC Hwy 58) N 30° 11' 30" W 229.65 feet to an iron pipe cornering; thence along the southerly property line of Eagle Farm Section Four as recorded in Plat Book 28 Page 241 of the Wilson County Registry N 59° 48' 30" E 70.00 feet to a point, thence along a new line S 30° 11' 30" E 174.99 feet to a point cornering; thence along a new line N 59° 48' 35" E 221.41 feet to a point cornering; thence along a new line S 30° 35' 44" E 83.53 feet to a point cornering; thence along the northerly right-of-way of Eagle Farm Drive with a right hand curve having a radius of 1470.00 feet a central angle of 01° 24' 59" an arc length of 36.34 feet a chord bearing of S 63° 11' 31" W a chord length of 36.34 feet to a point; thence continuing along the northerly right-of-way of Eagle Farm Drive S 63° 54' 01" W 109.63 feet to a point; thence continuing along the northerly right-of-way of Eagle Farm Drive with a left curve having a radius of 1530.00 feet a central angle of 04° 05' 26" an arc length of 109.23 feet a chord bearing of S 61° 51' 18" W a chord length of 109.21 feet to a point; thence along the northerly right-of-way of Eagle Farm Drive S 59° 48' 35" W 22.23 feet to a point; thence with a right hand curve along the northerly right-of-way of Eagle Farm Drive and the easterly right-of-way of Nash Street (NC Hwy 58) having a radius of 15.00 feet a central angle of 89° 59' 55" an arc length of 23.56 feet a chord bearing of N 75° 11' 27" W a chord length of 21.21 feet to the point of beginning containing 33,981 square feet.

Legal Description  
Eagle Farm Greenway # 2  
March 24, 2000

Beginning at a point said point being N 86° 08' 42" E 67.62 feet from centerline intersection of Nash Street (NC Hwy 58) and Eagle Farm Drive North Carolina Grid Coordinates N = 735924.811 E = 2314751.372, from said point of beginning along the southerly right-of-way of Eagle Farm Drive N 59° 48' 35" E 21.88 to a point; thence along the southerly right-of-way of Eagle Farm Drive with a right hand curve having a radius of 1470.00 feet a central angle of 04° 05' 26" an arc length of 104.95 feet a chord bearing of N 61° 51' 18" E a chord length of 104.93 feet to a point; thence along the southerly right-of-way of Eagle Farm Drive N 63° 54' 01" E 109.63 feet to a point; thence along the southerly right-of-way of Eagle Farm Drive with a left hand curve having a radius of 1530.00 a central angle of 01° 32' 14" an arc length of 41.05 feet a chord bearing of N 63° 07' 54" E a chord length of 41.05 feet to a point cornering; thence along a new line S 30° 35' 44" E 70.00 feet to a point cornering; thence along a new line S 58° 42' 18" W 221.72 feet to a point cornering; thence along a new line S 31° 17' 42" E 130.57 feet to a point cornering; thence along the northerly property line of N.K. Joyner as recorded in Deed Book 1027 Page 10 of the Wilson County Registry S 63° 15' 44" W 70.22 feet to an iron pipe cornering; thence along the easterly right-of-way of Nash Street (NC Hwy 58) N 31° 17' 42" W 41.22 feet to a point; thence along the easterly right-of-way of Nash Street (NC Hwy 58) with a right hand curve having a radius of 22873.31 feet a central angle of 00° 20' 22" an arc length of 135.53 feet a chord bearing of N 31° 07' 31" W a chord length of 135.53 feet to a point; thence along the easterly right-of-way of Nash Street (NC Hwy 58) N 30° 57' 20" W 22.62 feet to a point; thence with a right hand curve along the easterly right-of-way of Nash Street (NC Hwy 58) and the southerly right-of-way of Eagle Farm Drive having a radius of 15.00 feet a central angle of 90° 45' 55" an arc length of 23.76 a chord bearing of N 14° 25' 38" E a chord length of 21.35 feet to the point of beginning containing 32,720 square feet.

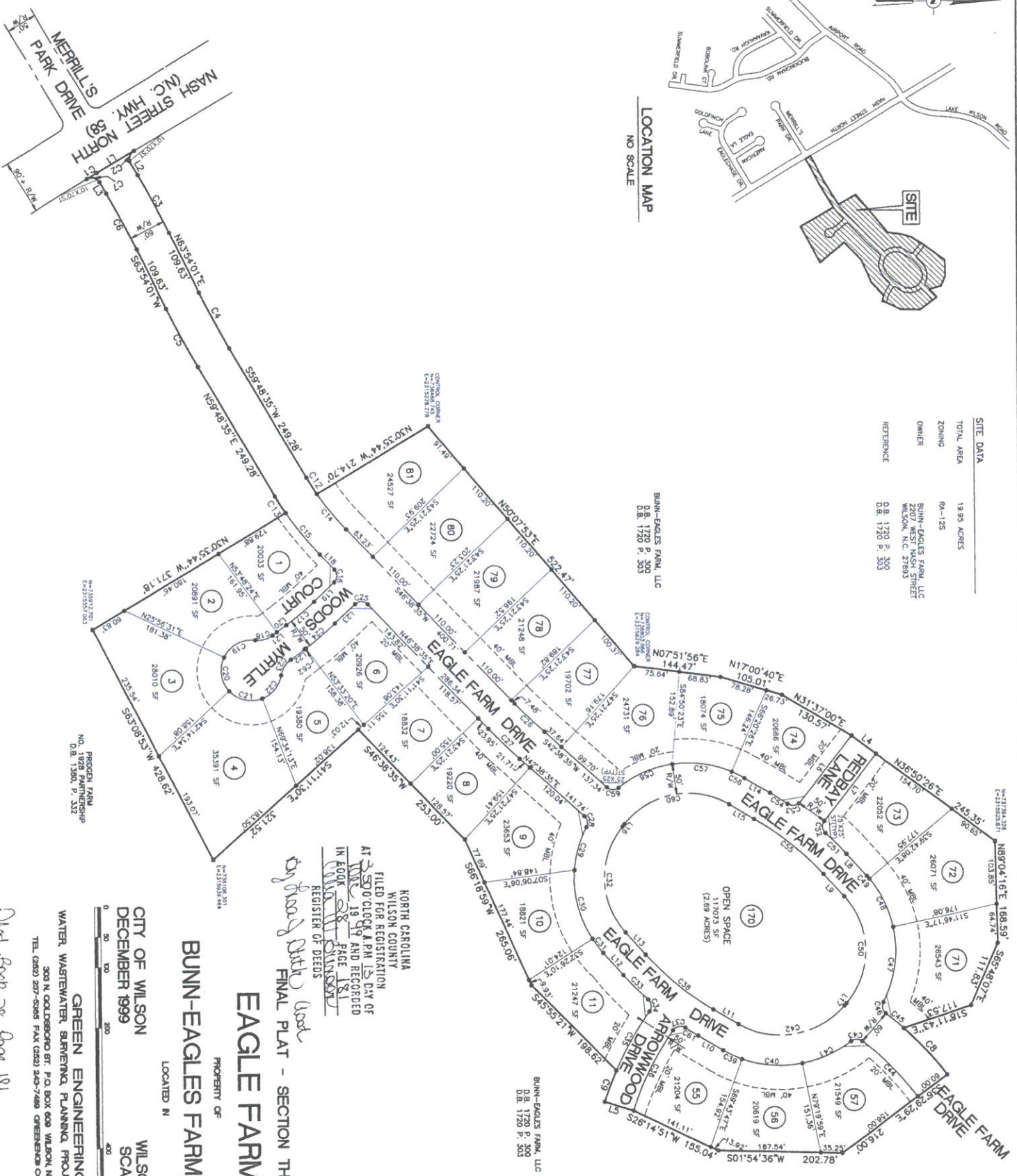


RECORDED IN PLAT BOOK PAGE



**SITE DATA**

TOTAL AREA	19.95 ACRES
ZONING	RA-125
OWNER	BUNN-EAGLES FARM, LLC 2207 WEST NASH STREET WILSON, N.C. 27893
REFERENCE	D.B. 1720 P. 300 D.B. 1720 P. 303



NORTH CAROLINA  
WILSON COUNTY  
FILED FOR REGISTRATION  
AT 3:50 O'CLOCK A.M. 15 DAY OF  
DEC 19 99 AND RECORDED  
IN BOOK 28 PAGE 181  
WALTER SIMPSON  
REGISTER OF DEEDS

*of final plat book*

**FINAL PLAT - SECTION THREE**  
**EAGLE FARM**

PROPERTY OF  
**BUNN-EAGLES FARM, LLC**  
LOCATED IN

CITY OF WILSON  
DECEMBER 1999  
SCALE: 1" = 100'

**GREEN ENGINEERING**  
WATER, WASTEWATER, SURVEYING, PLANNING, PROJECT MANAGEMENT  
300 N. GOLDSBORO ST. P.O. BOX 609 WILSON, N.C. 27893  
TEL: (252) 237-6205 FAX: (252) 242-7489 GREEN@GREENENGINEERING.COM

*Plat Book 28 Page 181*

**SHEET 1 OF 2**  
39-A-TK

AMENDED (3)

BOOK 1797 PAGE 617

1418

NORTH CAROLINA  
WILSON COUNTY

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EAGLE FARM, SECTION THREE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE FARM, SECTION THREE is made this 8 day of February 2001 by BUNN-EAGLES FARM, L.L.C., a North Carolina limited liability company, hereinafter referred to as the Declarant and EAGLE FARM OWNERS ASSOCIATION, INC., a North Carolina non-profit homeowners association (the "Association");

WITNESSETH:

THAT WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Eagle Farm, Section Three (the "Declaration") has been recorded in Book 1757, Page 958, Wilson County Registry; and

WHEREAS, the Declaration states that it is applicable to lots 1 through 11, 55 through 57 and 71 through 81 as well as the "Community Center" as shown on that plat entitled "Revision to - Final Plat - Section Three, Eagle Farm" (the "Plat") which plat is recorded in Plat Book 28, Pages 242 and 243, Wilson County Registry (the lots as set forth on the Plat are herein after referred to as "Section Three, Eagle Farm"); and

WHEREAS, Section 4.3 of the Declaration states that the Declaration may be amended as long as not less than sixty-seven percent (67%) of the votes of the members of the Association are cast in favor of such amendment; and

WHEREAS, pursuant to the Master Declaration of Covenants, Conditions and Restrictions for Eagle Farm recorded in Book 1757, Page 936, Wilson County Registry (the "Master Declaration") as it applies to Section Three, Eagle Farm, the only persons or entities entitled to membership in the Association are persons or entities who hold fee simple title to a lot in Section Three, Eagle Farm, excluding buyers who are general contractors approved by the Declarant and who have bought a lot or lots solely for the purpose of resale after constructing improvements thereon; and

WHEREAS, the Declarant has sold several lots in Section Three, Eagle Farm but all of such lots have been sold to general contractors who have purchased the lots for purposes of resale after constructing improvements thereon and therefore are not entitled to membership in the Association; and

WHEREAS, the Declarant has transferred Lot 170, the "Community Center" lot, as set forth on the Plat, to the Association pursuant to a deed recorded in Book 1757, Page 976, Wilson County Registry (the "Community Center Lot"); and

WHEREAS, the Declarant intended the Community Center Lot to be subject to the Master Declarations but not the Declaration and therefore it has become necessary to amend the Declaration to exclude the Community Center Lot from its application but keep such Lot subject to the Master Declarations.

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NOW, THEREFORE, the Declarant and the Association, by this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Eagle Farm, Section Three do declare that the following amendments shall be made to the Declaration:

1. The second sentence of the fourth "Whereas" paragraph on page one of the Declaration is hereby deleted and the following sentence is inserted in its place:

"To this end, Declarant desires to subject the Property described on Exhibit A attached hereto, except for Lot 170, the "Community Lot", to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and"

2. The "Now, Therefore" paragraph that begins on the bottom of page one of the Declaration and runs over onto the top of page two of the Declaration is hereby deleted and the following paragraph is inserted in its place:

"NOW, THEREFORE, the Declarant, by this Declaration of Covenants, Conditions and Restrictions for Eagle Farm, Section Three (the 'Declaration'), does declare that all of the Property described on Exhibit A attached hereto, is hereby annexed into Eagle Farm. All of the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Master Declaration recorded in Book 1757, Page 936, Wilson County Registry. All of the Property, with the exception of Lot 170, the 'Community Lot', shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall run with the Property (with the exception of Lot 170) and be binding upon all parties owning any right, title, or interest in said Property (with the exception of Lot 170) or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof."

3. Section 1.5 of the Declaration is amended to add the following sentence:

"The definition of 'Common Areas' shall specifically include Lot 170, the 'Community Lot' as set forth on Exhibit A hereof."

4. The last sentence of Section 1.6 of the Declaration is deleted and the following sentence is inserted in its place:

"'Lot' shall not include any Common Areas, including Lot 170, the 'Community Lot' as set forth on Exhibit A hereof."

5. Except as set forth herein, all of the other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and the Association have caused this First Amendment to be executed as of the day and year first above written.

BUNN-EAGLES FARM, L.L.C.

By: Fred M. Bunn  
Fred M. Bunn, Managing Member

EAGLE FARM OWNERS ASSOCIATION, INC.

By: Fred M. Bunn  
Fred M. Bunn, President

NORTH CAROLINA  
Wilson COUNTY

I, Carol B Carroll, a Notary Public in and for said County and State do hereby certify that **Fred M. Bunn** personally came before me this day and acknowledged that he is Managing Member of **BUNN-EAGLES FARM, L.L.C.**, a North Carolina limited liability company and that he as Managing Member, being authorized to do so, executed the foregoing on behalf of the company.



WITNESS my hand and Notarial Seal this 8 day of February, 2001.

Carol B Carroll  
Notary Public

My Commission Expires: 5-25-03

NORTH CAROLINA  
Wilson COUNTY

I, Carol B Carroll, a Notary Public in and for said County and State do hereby certify that **Fred M. Bunn** personally came before me this day and acknowledged that he is President of **EAGLE FARM OWNERS ASSOCIATION, INC.**, a North Carolina corporation and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.



WITNESS my hand and Notarial Seal this 8 day of February, 2001.

Carol B Carroll  
Notary Public

My Commission Expires: 5-25-03

NORTH CAROLINA, WILSON COUNTY

The foregoing certificate(s) of Carol B. Carroll (2)

and  
Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1797 Page 617 This 9 day of Feb. 2001, A. D. at 1:30 o'clock P M.

Celia W. Brinson  
Register of Deeds, Wilson County

Register of Deeds