

Type: CONSOLIDATED REAL PROPERTY
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Fee Amt: \$26.00 Page 1 of 14
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 4798 PG 67 - 80

PREPARED BY: L. ALLEN HAHN

NORTH CAROLINA
PITT COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BARRINGTON FIELDS, SECTION 3

THIS DECLARATION, made on the date hereinafter set forth by ROCKY RUSSELL DEVELOPMENT, LLC, a North Carolina Limited Liability Company, of Pitt County North Carolina, hereinafter referred to as "Declarant".

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Declarant is the owner of certain property in or near Arthur Township, Pitt County, North Carolina, which is more particularly described as follows:

All of that certain tract of land known as BARRINGTON FIELDS, SECTION 3 as shown on Map of same drawn by Stroud Engineering, P.A. and recorded in Map Book 93, Page 42-43 of the Pitt County Registry.

submitted electronically by "Hahn and Meyerhoeffer, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pitt County Register of Deeds.

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 Barrington Fields South Homeowners Association, Inc., 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, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property (including the improvements thereto) owned or used by the Association for the common use and enjoyment of the owners, and also includes the Stormwater Detention Pond and easement area as shown on the recorded plat.

Section 5: "Lot" shall mean and refer to any numbered or lettered lot or plot of land shown upon any recorded subdivision map of the properties except for the Common Area

Section 6: "Declarant" shall mean and refer to ROCKY RUSSELL DEVELOPMENT, LLC, its successors and assigns.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II:
PROPERTY RIGHTS

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

- (a) the right of the Association to suspend the voting rights by 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 agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

ARTICLE III:
MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to ownership of any lot which is subject to assessment.

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

Class A. Class A membership shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for such Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as then determined, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Declarant shall be the sole Class B Member. Class B Membership shall be a full voting membership, and, during its existence, the Class B Member shall be entitled to vote on all matters or issues before or considered by the Association. The Class B Member shall be entitled to three (3) votes for each lot it owns, plus one vote for each lot owned by a person or persons other than the Declarant. The Class B Membership shall cease and be converted to a Class A Membership at such time as the first of the following events occur, to wit: (i) the date on which all lots in the subdivision have been conveyed by the Declarant to other Owners, (ii) the expiration of Declarant's rights to appoint or remove any officer of the Association or a member of the Board. Declarant shall not be assessed on any lot until a final certificate of occupancy shall have been issued for unit on said lot. However, at no time will Declarant's assessed dues be greater than twenty-five per cent (25%) of the regular membership rate.

ARTICLE IV:

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges (with payments of 1/12th of the annual assessment paid monthly), and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in the title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties and in particular for the

acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the cost of maintenance and repair of the Stormwater Detention Pond, common lighting, repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area if any, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise. Individual lot owners shall be responsible for all maintenance to the interior and exterior of their individual homes and any other improvements on the lot and proper lawn and shrubbery maintenance. The Association will also contribute to the expenses of Barrington Fields Owners Association, Inc. (the original Homeowners Association). The Declarant and Board of Directors of Barrington Fields South Homeowners Association and any future sections of Barrington Fields will determine the actual monthly/ annual amount. The amount shall be the pro rata share of the operating expenses of Barrington Fields Homeowners Association.

Notwithstanding the foregoing, the Association may, but shall not be required to, from time to time, provide to, from time to time, provide measures or take actions that are intended to protect the Common Area. Despite the fact that such measures or actions may have indirect security benefits to individuals within the community, any such actions or measures are designed to protect the value of the Common Area only and are not designed to provide protection, safety, or security to individuals or their property.

Each Owner, for himself, herself, or itself, and his, her or its tenants, occupants, guests, licensees, and invitees, acknowledges and agrees that neither the Association, nor its directors, officers, or agents, is a provider of safety or security and shall have no duty to provide safety or security on or in the community.

The Association does not guarantee that criminal acts will not occur in the community, whether committed by Owners, residents, guests, or unauthorized third parties.

It shall be the responsibility of each Owner or occupant to protect his, her, or its person and property and all responsibility to provide such security shall lie solely with each Owner or occupant.

The Association is not responsible for any loss, harm, or damage by reason of any alleged failure to provide adequate security or the ineffectiveness of measures undertaken.

Section 3: Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be __\$ 400.00__ per lot, prorated for the remainder of said year (however, dues assessment is payable monthly).

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Declarant effective January 1 of each year without a vote of the membership by the Owners Association Board.
- (b) The Board of Directors shall present the Budget at the annual meeting of the membership. Any proposed changes in the previous year's dues amount shall be established after presentation of the proposed budget, upon a majority vote of the members present and voting. If there is no change, then the dues will remain the same as the previous year's dues.
- (c) No dues will be assessed to builders, developer or declarant unless builders, developers or declarant converts a home to a primary residence or rental property and the property is occupied.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of at least a majority vote of the Board of Directors at the meeting duly called for this purpose.

Section 5: Notice and Quorum of Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days or 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 sixty (60%) per cent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be

one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Except as provided for Class B members, both annual and special assessments must be fixed as a uniform rate for all Lots and may be collected monthly.

Section 7: Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on a specific day to be established by the declarant and the initial Board of Directors. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors at its first official meeting. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessment. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) per cent per annum, plus a late fee to be established by the Board of Directors, not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any installment unpaid. In any event, the late charges will not exceed that stated in the North Carolina Planned Community Act. The Board may suspend privileges and services provided by the Association (except rights of access to lots) during any period that dues or assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer. Before suspension the owner must be given a 10-day notice of the planned suspension and 5 additional days to be heard by the Board. No owner may waive or otherwise escape or deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: Exempt Property. All property dedicated to and accepted by a local authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V:

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. There shall be a standard fence design, and all fences must be approved by the Architectural Control Committee prior to the erection of any fence.

This community will have cluster mailboxes so no individual mailboxes are permitted

ARTICLE VI:

USE RESTRICTIONS

1. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the property owners.
2. No structure of a temporary nature, including, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn shall be permitted to exist on the property as a residence.
3. All driveways and parking surfaces must be made of concrete. Any vehicle, boat, trailer, or recreational vehicle parking on any property must be parked on concrete. The concrete parking surface must be at least the same size as the vehicle, boat, trailer or recreational vehicle being parked and not allow grass or weeds to come through the concrete surface. Parking of motor vehicles, trailers of any type, or motorcycles on grass is strictly prohibited.
4.
 - a. Parking shall not be permitted on the city streets for more than eight hours, except for non-resident visitors who may park for a maximum of seven days.
 - b. No large trucks over $\frac{3}{4}$ of a ton shall be permitted anywhere on the lots or city streets in the subdivision.
5. No structure of any type shall be started on any of the above-described lots (nor shall any structure be modified or improved on the exterior) until the plans of such structure and the plot plan showing the location of such structure and the color scheme have been approved by Declarant or his successors or designed within forty-five (45) days after written application. If no response is received within forty-five (45) days, the plan shall be deemed to have been approved. Both the plot plans and building plans must be submitted to the Declarant and approved before construction. All outbuildings must have written approval from Declarant or its assigns prior to beginning construction. All additional structures either attached or

detached must be of similar construction to the primary residence and must be approved prior to construction.

6.
 - a. All building siding must be vinyl, wood/Hardie plank, brick or brick veneer.
 - b. All roof covering must be dimensional/architectural shingles and match the home in color.
 - c. Detached storage buildings and garages must be built on a permanent brick, block or concrete foundation.
7. If the parties claiming hereunder or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein except as hereinafter provided it shall be lawful for the Declarant or any other person or persons owning any real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages specifically excluded from any liability or monetary damages. Provided however, Declarant does hereby reserve to itself, its assigns or designed the right to waive violations of minimum building lines which violations exceed said minimum building lines by no more than ten percent (10%).
8. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the Declarant of this subdivision other than those properties to which these restrictive covenants specifically apply.
9. Drainage and utility easements are reserved on said lots as shown on the recorded plat aforementioned.
10. Wood and vinyl fences will only be allowed in the rear of the dwelling upon prior written approval of the Declarant. No fence of any kind will be allowed in the front yard. However, chain link fences will be allowed to fence in a small dog pen, which one shall not exceed six feet by ten feet. Fences must start and stop at the rear corners of the home.
11. No fences, bushes, trees or structures may be placed or allowed to remain in recorded storm drains or surface drainage easements. Any and all maintenance required to be made to underground storm drainage will be the responsibility of the property owner.
12. Grass and weeds shall not exceed 6 inches in height on any residential lot.

13. The exterior siding of each home must be free of mold or mildew. Building exteriors must be maintained including replacing or repairing missing or damaged siding, shutters, gutters and shingles. Shutters and exterior doors, garage and entry, must be maintained and painted to be in keeping with surrounding homes. Window screens, if installed, must be properly maintained, free of holes, and window screens and frames must have a consistent color throughout the entire home.
14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash cans must be placed on the side of the home, inside the fence, or inside the garage within 24 hours of trash pickup. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
15. No junked or abandoned cars shall be allowed on any lot or city street. Vehicles must be passenger vehicles and passenger trucks only. No vehicles larger than regular passenger cars or pick-up trucks will be stored or kept on any lot or street in the subdivision. No oversized trucks or buses will be allowed. No vehicles shall be parked on any city street directly across from any driveway to any home.
16. All motor vehicles, boats, boat trailers or other like trailers of any type kept on any lot shall have current registration and inspection certificates.
17. No satellite television reception dish shall be erected place or allowed to remain on any lot, except up to two (2) satellite receivers, not exceeding 24 inches in diameter, may be placed on the rear roof of a dwelling or in the rear yard only with no visible wiring. Rear yard is defined as the area between the rear corners of the home to the rear property line. If a satellite dish is placed on the roof, the cables going from the satellite dish have to be properly attached to the rear elevation wall of the dwelling. No cable lines or wires shall be visible and no lines may lay on the ground or run up the side of a dwelling. No television antennae or radio antennae in excess often (10) feet in height may be erected on any structure on any lot.
18. No clothes lines may be erected on any lot.
19. Personal items such as firewood, lawn furniture, coolers, grills, play toys, garden tools, bags, lawn mowers, etc. shall not be stored in the front or side areas of the home. Such items shall not be visible from the city

street from any angle. No construction items shall be stored on the property other than in a garage, barn or not visible from any public street.

20. Basketball goals are not permitted in the city street, front or side yard. They are permitted in the driveway but must be kept in good condition.
21. The visual appearance of each home should be maintained in an appropriate manner. Fences must remain in working condition with no broken, bowed, or missing boards or panels.
22. No animals, livestock, poultry or reptiles of any kind shall be raised, bred, or kept on any portion of the property, except for domesticated dogs and cats in each household and small non-offensive pets, if they are not kept or used for breeding or maintained for any commercial purposes.
23. The invalidation of any one of these covenants by judgment, court order or otherwise shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

ARTICLE VII:

EASEMENTS

Easements for installments and maintenance of 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VIII:

GENERAL PROVISIONS

Section 1: Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by

the provisions of this Declaration. Failure by the Association to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4: Annexation. The Declarant may annex any adjacent property for addition to these Covenants as a Section Four of Barrington Fields without the joining of any additional parties.

Section 5:

- a. Beginning from the time that this Declaration is recorded, all leases shall:
 - i. be in writing;
 - ii. provide that all occupants under the lease are under a duty to comply with all the rules, regulations, and restrictions of the Association;
 - iii. provide that any violation of the Restrictive Covenants may be treated as a breach of the lease for which the lease may be terminated by the Owner.
- b. Beginning from the time that this Declaration is recorded, all leases shall contain or include as an exhibit or addendum the Crime Free Lease Addendum promulgated by the City of Greenville.
- c. The Board of Directors shall be specifically authorized to assess fines against the Owner for failure to remove any occupant who violates the Crime Free Lease Addendum.

IN WITNESS WHEREOF, ROCKY RUSSELL DEVELOPMENT, LLC, the Declarant, has caused this
in its name, this the 8 day of ^{July}~~January~~, 2026.

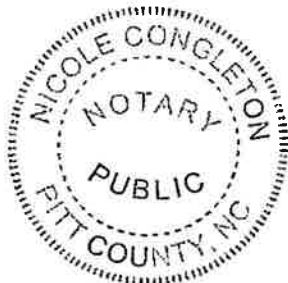
ROCKY RUSSELL DEVELOPMENT, LLC

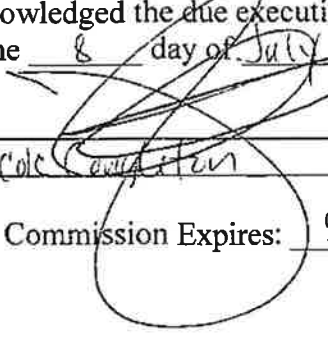
BY:  (SEAL)
Rocky E. Russell, Member-Manager

NORTH CAROLINA
PITT COUNTY

I, Nicole Congleton, a Notary Public for said County and State, do hereby
certify that **ROCKY E. RUSSELL**, as Member-Manager of **ROCKY RUSSELL DEVELOPMENT, LLC**,
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 8 day of July, 2026.



, Notary Public

My Commission Expires: 5-27-2030