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CHATHAM COUNTY NC  
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NORTH CAROLINA  
CHATHAM COUNTY

BOOK 1647 PAGE 0639

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR MILLCROFT CLOSE**

THIS Amended and Restated DECLARATION is made this 10<sup>th</sup> day of October, 2012.

**WITNESSETH:**

THAT WHEREAS, a Declaration of Covenants and Restrictions for Millcroft Close (hereinafter "Covenants") was dated January 21, 2006 and was filed January 23, 2006 in Book 1234, Page 561 in the Chatham County Register of Deeds for the purpose of imposing certain restrictive and protective covenants upon the Property to protect and promote the beneficial ownership, use and enjoyment of all residential lots located within the Community;

THAT WHEREAS, the Covenants were amended by the First Amendment to Declaration of Covenants and Restrictions for Millcroft Close dated November 9, 2007 and were recorded in Book 1272, Page 299 of the Chatham County Registry;

THAT WHEREAS, the Covenants were also supplemented and amended by the subsection of additional lands to the original and amended Covenants as recorded in Book 1293, Page 317, in Book 1241, Page 921, and in Book 1471, Page 600, Chatham County Registry;

THAT WHEREAS, the Covenants were amended by a Second Amendment to Declaration of Covenants and Restrictions for Millcroft Close dated December 5, 2011 and recorded February 14, 2012 in Book 1606, Page 95, Chatham County Registry;

THAT WHEREAS, the Association desired to make minor amendments and to incorporate all prior amendments into a single document;

THAT WHEREAS, Article XI, Section 4 of the Covenants provides that the Covenants may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners;

THAT WHEREAS, not less than 75% of the Owners have signed this Amended and Restated Declaration of Covenants and Restrictions for Millcroft Close, which amend the Covenants by several minor amendments and by consolidating all prior Covenants, Supplemental Covenants, and Amendments into the following document, which is intended to restate and

replace the prior Declaration of Covenants and Restrictions for Millcroft Close and binds and restricts all Property previously subject to the prior Declaration of Covenants and Restrictions for Millcroft Close;

NOW, THEREFORE, the Declaration of Covenants and Restrictions for Millcroft Close, subsequently filed Supplemental Declarations, and the First and Second Amendment to the Declaration of Covenants and Restrictions for Millcroft Close are hereby amended and restated, and pursuant to Chapter 47F of the North Carolina General Statutes ("the Planned Community Act"), and all of the portions of the Property shall be held, owned, 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 Property and be binding on all parties having any right, title or interest in any portion of the Property, and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I APPLICATION OF THE NORTH CAROLINA PLANNED COMMUNITY ACT

The terms and provisions of Chapter 47F of the North Carolina General Statutes, as the same shall be amended from time to time, shall apply to the Community.

#### ARTICLE II DEFINITIONS

The definitions set forth in N.C.G.S. §47F-1-103 shall apply to this Declaration and are incorporated herein, except that the terms listed below shall have the specific meanings stated:

"Association" shall mean Millcroft Homeowners Association, a North Carolina nonprofit corporation, its successors and assigns.

"Board of Directors" or "Board" shall mean the executive board of the Association, as defined by the Planned Community Act and as created by the Bylaws.

"Bylaws" shall mean the bylaws of the Association as they now or hereafter exist and as they may be amended from time to time.

"Common Area" shall mean all real property, and any improvements thereon, wherever located, now or hereafter owned or leased by the Association or subjected to an easement or license in favor of the Association for the common use and enjoyment of the Owners.

"Community" shall mean the property within the boundaries of the Association.

"Declarant" shall mean and refer to Fitch Creations, Inc., its successors and assigns designated as Declarant in a document recorded at the Office of the Register of Deeds of Chatham County, North Carolina and executed by the immediately preceding Declarant.

"Governing Documents" shall mean Covenants, Bylaws, Articles of Incorporation, and Fearington Homeowners Association Covenants.

"Lot" shall mean and refer to any plot of land within the Community designated for separate ownership or occupancy and residential use shown upon any recorded subdivision map of the Community with the exception of the Common Area.

"Master Association" shall mean the Fearington Homeowners Association, Inc.

"Member" shall mean and refer to every person or entity who holds membership in the Association. All Members are Owners.

"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 Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation. All Owners are Members.

### ARTICLE III PROPERTY RIGHTS

Section 1. 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 charge reasonable admission and other fees for the use of any common facility.
- (b) The Association may suspend an Owner's right and privileges to use certain portions of the Common Area for failure of that Owner, his lessees, agents or invitees, to abide by this Declaration, the Bylaws, the Rules and Regulations or the administrative rules and regulations governing the Common Area. The procedure for the Association to do so shall be as set forth in the Bylaws. The Association shall not impose any such suspension unless and until the Owner charged has been given notice of the charge, opportunity to be heard by and present evidence to the Board and notice of the Board's decision. Suspensions may be imposed for a reasonable period of time and/or until a violation or delinquency is cured.
- (c) 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 Owners. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners agreeing to such dedication or transfer has been recorded.
- (d) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and common

facilities. However, the Common Area may not be subjected to a security interest by the Association, except upon the approval of Owners representing at least seventy-five percent (75%) of the total votes in the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, 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. The ultimate responsibility for complying with these covenants remains with the Owner.

Section 3. No external satellite dishes larger than the high-definition dish typically installed by local satellite TV companies or external radio or television antennas of any size are permitted under any circumstances.

#### ARTICLE IV OWNERS AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Owners shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast by Owners with respect to any Lot. Any provision in these Covenants requiring the consent or signature of a certain percentage of Owners shall be construed so as to require that percentage of the total Lots represented by the Owners (as a Lot may be owned by more than one Owner), and shall not be construed to require that percentage of the total Owners (which may be more than the total number of Lots).

Unless otherwise provided herein or in the Planned Community Act, all voting matters shall be decided by a simple majority vote. Requirements for a quorum shall be as provided by the Bylaws. The Owners shall meet as provided by the Bylaws.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Assessments. 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, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) specific assessments, such assessments to be established and collected as hereinafter provided. The Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of

infrastructure, properties, and services including but not limited to yard maintenance, garbage pickup, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the properties, including, but not limited to, the payment of insurance thereon and taxes on the common areas, repair, replacement and additions thereto, reserves therefore and for the cost of labor, equipment, materials, management and supervision thereof.

In addition, each Owner shall become a member of the Farrington Homeowners Association as outlined in Article XII, Section 6 below and subject to its annual dues.

Section 3. Annual Assessment. As additional properties are subjected to the operation of this Declaration, the initial annual assessment for such new Lots shall be the current assessment of Millcroft Lots at the time the new Lots are added to the Association for membership and voting purposes under Article IV in order that all Lots be assessed equally and that the assessment be consistent for all parts of the Community.

- (a) The annual assessment shall be determined based upon the estimated Operating Expenses for the coming year plus the amount budgeted to be added to the Reserve Fund for that year. The Reserve Fund shall include expenses related to maintenance, repair, and replacement of assets based on a budget which takes into account the number and nature of replaceable assets, the expected life of each asset and each asset's expected maintenance, repair or replacement cost. The assets and responsibilities for them are described in Articles VII and VIII.
- (b) The annual assessment may be increased effective January 1 of each year without a vote of the Owners in conformance with the rise, if any, plus ten percent (10%) of such rise, of the Consumer Price Index of all prices for the standard metropolitan area closest to Farrington Planned Unit Development (PUD) for which the Consumer Price Index is published by the Department of Labor, Washington, D.C. for the preceding month of September.
- (c) The annual assessment may be increased above that permitted in 3(a and b) by a vote of the Owners, provided that any such change shall have received the consent of two thirds (2/3) of the total votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Consent to any such action may be evidenced by written instrument signed by the Owners; by the record of the Owners voting in favor thereof at any meeting of Owners duly called and held in accordance with the provisions in this Section 3; or by a combination of written instrument and such record of a meeting of Owners. Written notice of any meeting of Owners at which an increase in assessment under either Section 3 or 4 shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting, and such notice shall set forth the purpose of the meeting.

After consideration of current maintenance costs and future needs of the Association, including reserves, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total vote of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for 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 or 4 above shall be sent to all Owners 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 Owners or of Owners' proxies entitled to cast sixty per cent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Provided, however, that the assessment for Lots owned by an individual or the Declarant who do not have a house (defined as a house with a Certificate of Occupancy) may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than twenty-five per cent (25%) of the regular assessments for other Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments by the Association provided for herein shall commence as to all Lots as of the first day of the month following the later of either (a) conveyance of the Lot by Declarant to an Owner, or (b) issuance of a Certificate of Occupancy for the dwelling built on the Lot. Such annual assessments shall be paid equally on a monthly basis. The 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 notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon request, 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 8. Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Lot to cover costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and, if required by this Declaration or the Bylaws, an opportunity for a hearing before levying any Specific Assessment under this Section 8.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Each assessment levied by the Association, together with interest and the costs of collection thereof, including

reasonable attorney's fees, shall be the personal obligation of all the Owners of each Lot. The Association shall have the power to take whatever action is necessary, at law or in equity, to enforce this Declaration and to collect the assessment, interest and costs. Any assessment not paid within thirty (30) days after the date of mailing of the notice that it is due shall bear interest from the date of mailing of the notice at the highest rate permitted by law on the date the assessment came due, and the assessment, together with interest thereon and the costs of collection thereof (including reasonable attorney's fees) shall constitute a lien on the delinquent Lot when a claim of lien is filed by the Association against the Lot in the Office of the Clerk of Superior Court of Chatham County. The lien may be foreclosed by the Association as provided in N.C.G.S. § 47F-3-116.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay annual assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his or her Lot or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action of the Board.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien, or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such mortgagee's foreclosure. The subsequent Owner of the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be common expenses collectible from Owners of all Lots subject to assessment under this Article, including the subsequent Owner of the foreclosed Lot. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public Authority;
- (b) the Common Area.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI  
ARCHITECTURAL CONTROL

No building or re-building, fence, wall or other structure shall be commenced, erected or maintained in the Community, nor shall any exterior addition to or change or alteration, including repairs and reconstruction due to fire or other casualty, therein be made by any owner other than the Declarant 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 as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. The Board of Directors may appoint an advisory architectural committee composed of three (3) or more Owners. In the event said Board fails to approve or disapprove such design and location within sixty (60) working 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. If approval is not granted, the applicant may appeal to the Association, which shall act by majority vote at the subsequent Association meeting that occurs forty (40) working days or more after the appeal request, provided however, that no such vote of the Association shall be construed to approve an architectural request that is a patent violation of the Covenants.

The Board, acting with consideration of the recommendations of an advisory committee (if any), shall have sole authority to approve any external changes, including, but not limited to, paint and stain colors, rooflines, freestanding flagpoles, flags of any sort other than American flags (which can be flown appropriately at any time), and any other conditions or materials as matters of its sole judgment. However, the Board's authority shall be subject to the following specific exceptions, which shall not be approvable:

- (a) If visible from a street: clotheslines and structural modifications or other structure enlargements other than porches or decks of a reasonable size.
- (b) Whether or not visible from a street: outdoor storage structures, dog houses, fixed sports equipment (including but not limited to basketball backboards), antennas of any sort other than satellite dishes of approvable size, and temporary structures lasting 10 days or more.

ARTICLE VII  
EXTERIOR MAINTENANCE, REPAIR, AND REPLACEMENT OF ROADS, STORM  
WATER SYSTEMS, AND COMMON AREAS

The Association shall be responsible for maintenance, repair, and replacement of the private roads within the Community (as shown on the recorded plat), the storm water systems, and the Common Area.



ARTICLE VIII  
EXTERIOR MAINTENANCE, REPAIR AND REPLACEMENT AS RELATED TO HOMES  
AND THEIR LOTS

The Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: lawns, trees and shrubs according to the landscaping contract. Such maintenance shall not include any form of irrigation. Further, the Owner of any Lot may at his/her election plant shrubs and flowers in harmony with the surrounding area and maintain portions of his/her immediate yard, provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the remaining yard space. To accomplish the maintenance responsibilities established, the Association shall have an easement across each Lot to the extent necessary to perform such exterior maintenance. Owner shall provide access at reasonable hours for the performance of such maintenance.

The exterior maintenance, repair and replacement of sidewalks, driveways, roofs, sidings, windows and other surfaces of buildings upon each Lot shall be the sole responsibility of each Lot Owner; the Association shall have no responsibility for such maintenance, repair or replacement. Each Owner shall maintain, and when necessary repair or replace, his/her structure's sidewalks, driveways, roofs, sidings, windows and other surfaces of buildings upon each Lot such as to preserve a generally acceptable and uniform community appearance, especially with regard to material composition, longevity, quality and color. In support of Owner maintenance, repair and replacement activities, the Association shall, from time to time, solicit preferred pricing from suppliers of materials and installation services on behalf of all Owners. In addition, the Association may, at its election, provide community-wide cleaning of building exteriors on a specified schedule.

In the event that the need for maintenance, repair, and replacement is caused through the willful or negligent act of the Owner, his/her family, guests or invitees, the cost of such maintenance, repair or replacement shall be deemed a Specific Assessment to that Owner in accordance with Article V, Section 8, herein.

Maintenance, repair and replacements under this Article arise from normal usage and weathering and do not include maintenance, repair and replacement made necessary by fire or other casualty. Such casualty loss shall be the full responsibility of the Lot Owner.

It is in the best interest of the entire Association that all Lots be maintained properly despite the fact that some Lots may require more maintenance than others because of differing amounts of exposure to the elements, size of Lot and other reasons. Accordingly, the Association shall be required to provide such maintenance as shall be necessary and make a uniform charge without regard to the actual cost of maintaining individual Lots.

ARTICLE IX  
INSURANCE

Section 1. Association's Responsibility. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the

most nearly equivalent coverage as is reasonably available.

(a) Blanket property insurance for all insurable components of the Common Area to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. All property insurance policies the Association obtains shall have policy limits sufficient to cover the full replacement cost of the insured components under current building ordinances and codes. The Association shall be deemed trustee of all Owners' interests in all insurance proceeds paid to the Association under any such policies and shall have full power to receive and to deal with such proceeds. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, except as otherwise provided in this Section.

(b) Commercial general liability insurance. Coverage shall include, without limitation, liability for personal injuries and activities in connection with the Association's maintenance of the Lots and the Common Area and the ownership, operation, and other use of the Common Area. The Board shall use its business judgment in deciding upon per-occurrence limits for such coverage and shall consider any applicable secondary mortgage guidelines relating to such coverage. The liability insurance shall name, as separately protected insureds, any property manager, the Association, the Board, the officers of the Association and their respective representatives, Owners, agents, and employees with respect to any liability arising out of the maintenance of the Lots or the Common Area and the use of the Common Area.

(c) Workers' compensation insurance and employers' liability insurance, if and to the extent required by law.

(d) Such additional insurance as the Board, in its business judgment, determines advisable.

Section 2. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged equally to Owners as an assessment according to the provision of Article V above.

Section 3. Deductible. The insurance policies purchased by the Association may provide for a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a common expense charged equally to Owners as an assessment in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment pursuant to Article V above.

Section 4. Insurance Requirements. All insurance coverage obtained by the Board shall: (a) be written with a company authorized to do business in North Carolina which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate and carries a Best rating of AA or better; (b) be written in the name of the Association as trustee for the benefited parties. (policies on the Common Areas shall be for the benefit of the Association and its Owners); (c)

not be brought into contribution with insurance purchased by Owners, occupants, or the Owner's mortgagees individually; and (d) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's membership in the Association or interest in the Common Area as an Owner in the Association (provided, this provision shall not be construed as giving any Owner any interest in the Common Area other than that of an Owner). In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners (as a class) as additional insureds for claims arising in connection with the ownership, existence, use or management of the Common Area and provide: (a) a waiver of subrogation as to any claims against the Association's board of directors, officers, employees and its manager, or the Owners and their tenants, servants, agents and guests; (b) a waiver of the insurer's rights to repair and reconstruct instead of paying cash; and (c) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

Section 5. Owner's Responsibility. Each Owner of a Lot shall be responsible for obtaining and maintaining at all times insurance at his or her own expense covering all portions of the Owner's Lot, including structures and improvements on the Lot and Owner's personal property. At the Association's request, Owners shall file a copy of each individual policy or policies covering the Owner's Lot and personal property with the Board within ten (10) days after receiving such request. Such Owner shall promptly notify the Association in writing in the event such policy is canceled.

#### ARTICLE X USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of each Lot, the Common Area, and the private streets.

Section 2. Use of Properties. No portion of the Community (except spec/model homes used by Declarant; or home-based businesses which do not include business-related visitors) shall be used except for residential purposes or purposes incidental or accessory thereto.

Section 3. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Community. No junk cars may be abandoned within the Community or otherwise parked on the Lots. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the Community by the Owners thereof.

In the event that any Owner or occupant of a Lot shall fail or refuse to keep said Lot free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Association may give such person written notice of such failure and such person must within ten (10) days

after receiving such notice (which notice shall be deemed to have been received upon deposit in any official depository of the United States mail, addresses to the party to whom it is intended to be delivered at that party's current address as shown by the records of the Association, and sent by certified mail, return receipt requested), perform the care and maintenance required or otherwise perform the duties and responsibilities of such Owner. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, acting through its authorized agent or agents, shall have the right and power to enter onto the Lot in question and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise at any person. All Owner(s) of a Lot on which such work is performed shall be liable for the cost of such work together with interest on the amounts expended by the Association in performing such work computed at the rate of ten percent (10.00%) per annum from the date(s) such amounts are expended until repaid to the Association, as the case may be, and for all costs and expenses incurred in seeking the compliance of such Owner with his duties and responsibilities hereunder, and shall reimburse the Association, as the case may be, on demand for such costs and expense (including interest as above provided). If such Owner shall fail to reimburse the Association, as the case may be, within thirty (30) days after mailing to such Owner of a statement for such costs and expense by the Association, the Association has performed the work on the Lot of the delinquent Owner(s), the Association may charge a Specific Assessment for such amounts against the Lot of such Owner(s), and proceed to collect such Specific Assessment as provided in Article V above.

Section 4. Any domesticated animals kept by Owners and occupants shall be primarily confined to the occupant's home. Any such animal may be briefly confined to the occupant's yard under the control of a secure system or responsible person. If said animal is upon the Common Area or private streets, it must be kept on a leash and under a responsible person's care. Dogs and cats shall not be kept or maintained for commercial purposes. In addition to other remedies available for violation of this provision, the Association may, after notice and an opportunity to be heard, impose a fine not exceeding Twenty-Five Dollars (\$25.00) a day for each day that the violation of this provision continues.

Section 5. No commercial signs of any kind, including "for rent", "for sale" and other similar signs, shall be displayed to public view on any Lot by anyone including, but not limited to, the Owner, a realtor, a contractor or subcontractor, except with the written permission of the Association and Fitch Creations, Inc. or except as may be required by legal proceedings, it being understood that the Association or Fitch Creations, Inc. will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. If such permission is granted, the Association and Fitch Creations, Inc. reserve the right to restrict size, color and content of such signs.

Section 6. Trash and recycling containers and firewood shall be stored either in a garage or in other places designated by the Association.

Section 7. No horses shall be permitted on any of the Lots within the Community, on the streets, or on the Common Area unless such Common Area shall be designated for such use by the Association.

Section 8. No boats, house trailers, tents, mobile homes, motor homes, trucks with more than two axles or temporary structures of any kind, owned, leased, or rented by any Owner, tenant, family or guest of Owners shall be placed within the right of way of any private street, Lot, or Common Area in the Community. The Board may grant a temporary variance of this provision for good cause shown for any period not to exceed 1 week.

Section 9. No tubular or other receptacles for newspapers or advertising publications or any mailboxes shall be placed in the front yards or within the street right-of-ways in front of any Lot.

Section 10. No trees measuring six (6) inches or more in diameter (outside bark to outside bark) at four feet above the ground shall be removed without prior written approval of the Association.

Section 11. Each Owner within the Community shall maintain and preserve his/her Lot in a clean, orderly and attractive appearance within the spirit of the Community.

#### ARTICLE XI DAMAGE AND DESTRUCTION

Except as hereinafter provided, damage to or destruction of homes and Lots shall be promptly repaired and restored by the Owner; provided, however, if a building be so damaged or destroyed by fire or other casualty that the same is untenable, the Owner shall promptly clear the land and may at his/her option reconstruct the building.

Any reconstruction or repair shall be in accordance with the plans and specifications of the original home, and subject to the provisions of Article VI above.

#### ARTICLE XII GENERAL PROVISIONS

Section 1. Easements. All conveyances of Lots in the Community are made and accepted subject to any easements or rights of way that may have been granted for power, light and telephone lines and drainage facilities either expressly or as shown on previous plats of survey. The Association and Declarant each expressly reserves and grants to itself and to Declarant's subsidiary, Ferrington Utilities, Inc. and to their successors and assigns a perpetual easement across the Common Area and over Lots as shown on the plat of survey for the purposes of locating walls, fences and walkways, providing telephone, cable and electrical service, as well as power, water and sewer service, and storm drainage, whether located now or hereafter located on the Property, and for construction of the same or making repairs or improvements thereto.

Section 2. 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 restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If a proceeding at law or in equity is brought by the Association to enforce any covenant or

restriction herein and the Association prevails in such action, the party or parties against whom the action was brought will be liable for and pay the attorneys fee and court costs, and such fees and costs will become a lien against the property until paid. Similarly, if an Owner brings an action against the Association and the Association prevails, the Owner shall pay the costs and fees.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. 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 by an instrument signed by not less than seventy-five percent (75%) of the total vote of the Owners in the Community plus additional owners in tracts added in accordance with Section 5 next below, "Additions to Existing Property"; provided, however, that no amendment to this Declaration may be made which substantially diminishes or adversely affects the interest of the Owner in the Lot or as a Member of the Association. The Board shall certify compliance with this provision, and any such amendment must be recorded to be valid.

Section 5. Additions to Existing Property. Additional lands may be subject to this Declaration in the following manner: Other additional residential property or Common Area may be annexed to the properties with the consent of two-thirds (2/3) of Owners.

The additions shall be made by filing of record Declarations of Covenants and Restrictions supplementary to these in the Chatham County Registry, which will extend the operation and effect of these covenants and restrictions to such property.

The supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient in the judgment of the Association to reflect a different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

Lot Owners in such additions shall be entitled to all the rights and privileges of the original Lot Owners and shall also be subject to the same obligations and duties imposed upon Lot Owners by this Declaration or by Rules and Regulations adopted by the Association.

Section 6. Fearington Homeowners Association, Inc. Declarant has heretofore recorded in book 398, page 436. Chatham County Registry, a declaration dated August 4, 1976, which provides for creation of the Fearington Homeowners Association, Inc. with certain rights and duties. Article VII of said declaration titled "ADDITIONS" states that the Declarant has the right to bring within the plan and operation of that Declaration additional properties in future stages of development by filing of record supplementary declaration of covenants and restrictions. For the purpose of bringing the properties herein described under the general jurisdiction of the Fearington Homeowners Association, Inc. for the singular purposes of use and maintenance and financial responsibility for the areas which have been or may in the future be turned over to the

Master Association, as well as to provide one association for the betterment of the entire Fearington community, Declarant hereby declares this Declaration to be a supplementary declaration of covenants and restrictions to that recorded in book 398, page 436, Chatham County Registry. Owners become members of the Fearington Homeowners Association, Inc. upon conveyance to them of a lot by Declarant. In the event of a conflict between this Declaration and that of those setting up the Fearington Homeowners Association for Sections I, II, III, IV, V, VI, VII, VIII, Fearington Woods, and any other independent community association within Fearington, this Declaration shall take precedence.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants and Restrictions for Millcroft Close is hereby amended, as stated above, and the terms of this amendment shall be effective upon the recordation of the same in the Office of the Register of Deeds of Chatham County;

IN WITNESS WHEREOF, the approving Owners of Millcroft Close, comprising at least 75% of the Owners of Millcroft Homeowners Association, Inc., have caused this instrument to be signed and executed, and the Board of Directors of Millcroft Homeowners Association, Inc., has attested to the accuracy and validity of the same.

MILLCROFT HOMEOWNERS ASSOCIATION, INC.

By: 

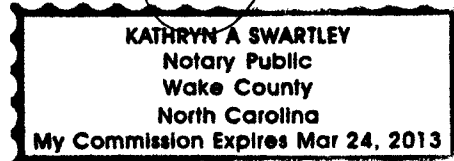
President

STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM

I, the undersigned Notary Public of the County and State aforesaid, certify that Joseph J. Kalinowski personally came before me this day and acknowledged that he is the President of the **Millcroft Homeowners Association, Inc.**, a North Carolina Non-Profit corporation, and that by authority duly given and as the 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 10 day of October, 2012.

  
Notary Public

My Commission Expires: 3-24-2013



I/We, the undersigned Owners of the property commonly known as

4080 Woodleigh do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Martha K. Juel  
Owner

\_\_\_\_\_  
Owner

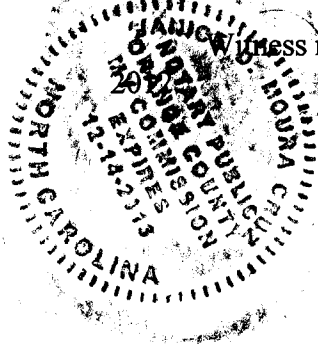
STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that

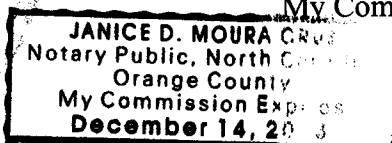
MARTHA K. JUEL, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of September.



Janice D. Moura Cruz  
Notary Public

My Commission Expires: December 14, 2013





I/We, the undersigned Owners of the property commonly known as

4052 Sampson do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Olivia Corrigan, Trustee  
Owner

\_\_\_\_\_  
Owner

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

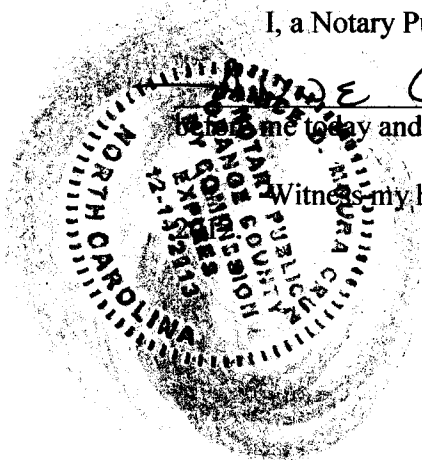
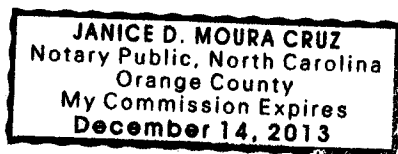
I, a Notary Public of the County and State aforesaid, certify that

Olivia Corrigan, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of September.

[Signature]  
Notary Public

My Commission Expires: December 14, 2013



I/We, the undersigned Owners of the property commonly known as

4078 Woodleigh do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Margaret M. Duffy  
Owner

Leonard H. Zeller  
Owner

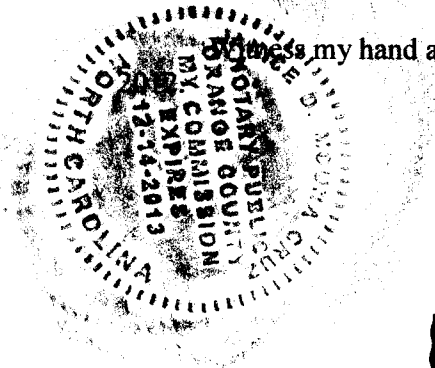
STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that

MARGARET M. DUFFY & LEONARD H. ZELLER, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

In witness, my hand and official stamp or seal, this the 14<sup>th</sup> day of September,



Janice D. Moura Cruz  
Notary Public  
My Commission Expires: December 14, 2013

JANICE D. MOURA CRUZ  
Notary Public, North Carolina  
Orange County  
My Commission Expires  
December 14, 2013

I/We, the undersigned Owners of the property commonly known as  
4057 SAMPSON do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

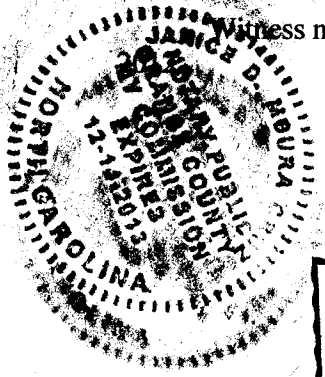
Josephine L. Moura  
Owner

\_\_\_\_\_  
Owner

STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that  
JOSEPHINE LAURA MOURA, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of September.



Janice D. Moura Cruz  
Notary Public  
My Commission Expires: Dec 14, 2013

JANICE D. MOURA CRUZ  
Notary Public, North Carolina  
Orange County  
My Commission Expires  
December 14, 2013

I/We, the undersigned Owners of the property commonly known as

4053 SAMPSON do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Sharon Blessum  
Owner

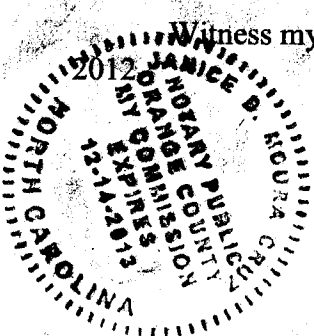
\_\_\_\_\_  
Owner

STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that

SHARON BLESSUM, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

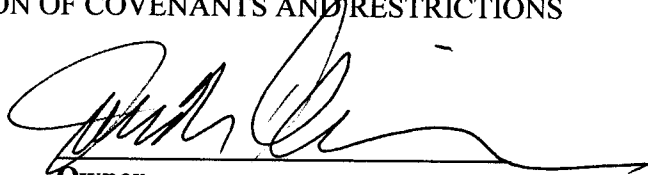
Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of September.



Janice D. Moura Cruz  
Notary Public  
My Commission Expires: Dec 14 2013

JANICE D. MOURA CRUZ  
Notary Public, North Carolina  
Orange County  
My Commission Expires  
December 14, 2013

I/We, the undersigned Owners of the property commonly known as  
4068 HARNETT do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

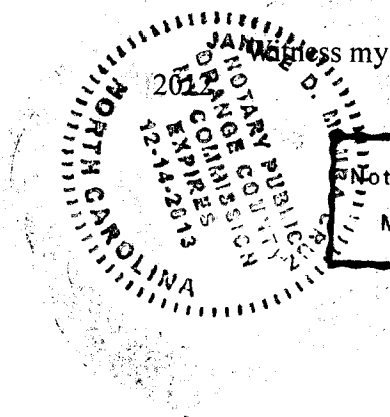
  
Owner

Margaret P Kalinowski  
Owner

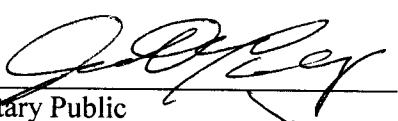
STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that  
JOSEPH & MARGARET KALINOWSKI, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of September.



JANICE D. MOURA CRUZ  
Notary Public, North Carolina  
Orange County  
My Commission Expires  
December 14, 2013

  
Notary Public  
My Commission Expires: December 14, 2013

I/We, the undersigned Owners of the property commonly known as

4070 LENOIR do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Louise Knuchel, Trustee  
Owner

Loretta Ebel, Trustee  
Owner

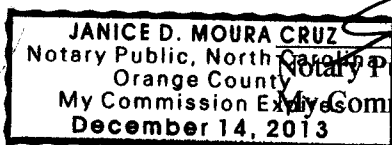
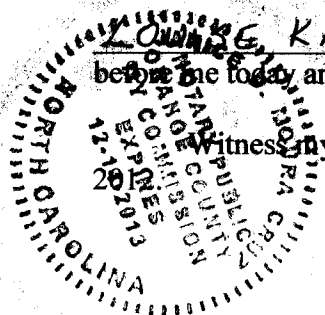
STATE OF NORTH CAROLINA

COUNTY OF CLATHAM

I, a Notary Public of the County and State aforesaid, certify that

LOUISE KNUCHEL & LORETTA EBEL, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

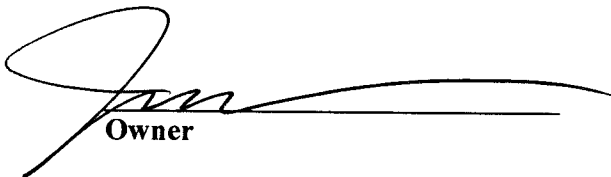
Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of September.



[Signature]

December 14, 2013

I/We, the undersigned Owners of the property commonly known as  
4056 SAMPSON do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

  
Owner

\_\_\_\_\_  
Owner

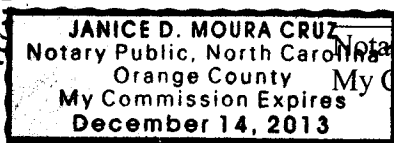
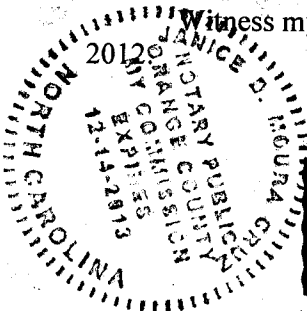
STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that

JUDITH A. GRAHAM, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of September.





Notary Public  
My Commission Expires: December 14, 2013

I/We, the undersigned Owners of the property commonly known as

4069 HARNETT do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Gordon C. Bary, trustee  
Owner

Beverly J. Bary Trustee  
Owner

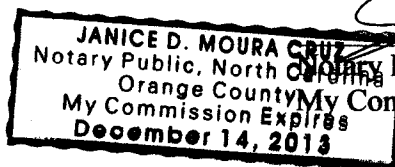
STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that

GORDON & BEVERLY BARY, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of September,



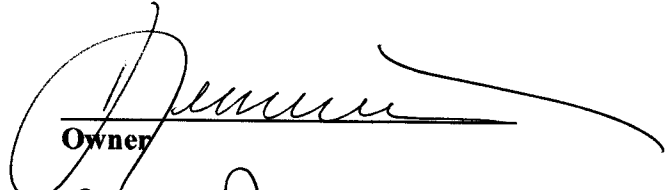

[Signature]

My Commission Expires: December 14, 2013



I/We, the undersigned Owners of the property commonly known as

4058 SAMPSON do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

  
Owner  
  
Owner

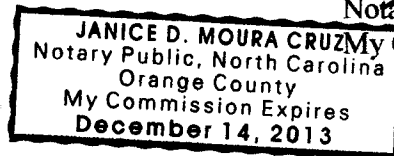
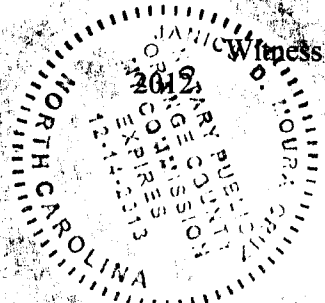
STATE OF NORTH CAROLINA


COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that


DINKO & CAROLYN JERKOVICH, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 18<sup>th</sup> day of September



  
Notary Public  
My Commission Expires: December 14, 2013

4055 JAMISON do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

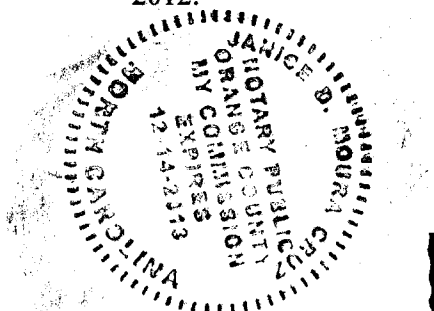
Owner 

Owner \_\_\_\_\_

COUNTY OF CHATHAM

                    Jacqueline N. Yeager                    , personally came before me today and acknowledged the due execution of the foregoing instrument.

2012.



Notary Public  
My Commission Expires: December 14, 2013

**JANICE D. MOURA CRUZ**  
Notary Public, North Carolina  
Orange County  
My Commission Expires  
**December 14, 2013**

I/We, the undersigned Owners of the property commonly known as 4063 Harnett  
Sherry & Wes Harris do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Weston J. Harris  
Owner

Sherry S. Harris  
Owner

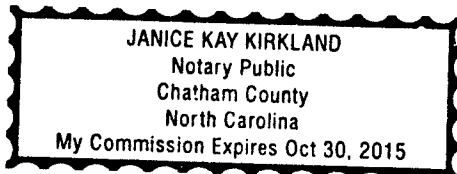
STATE OF North Carolina

COUNTY OF Chatham

I, a Notary Public of the County and State aforesaid, certify that

Sherry S. Harris & Weston J. Harris, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10<sup>th</sup> day of September,  
2012.



Janice Kay Kirkland  
Notary Public  
My Commission Expires: October 30 2015

I/We, the undersigned Owners of the property commonly known as

4054 JAMPSON do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Glendon Arthur  
Owner

Carol A. Arthur  
Owner

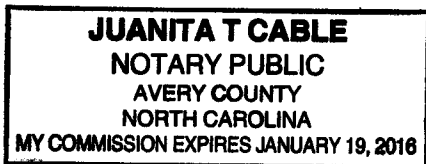
STATE OF North Carolina

COUNTY OF Avery

I, a Notary Public of the County and State aforesaid, certify that

Glendon Arthur and Carol Arthur, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 11 day of September,  
2012.



Juanita T Cable  
Notary Public  
My Commission Expires: 1-19-16

I/We, the undersigned Owners of the property commonly known as

4081 WOODLEIGH do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Charles G. Reul  
Owner

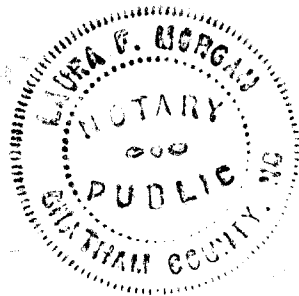
Sandra A. Reul  
Owner

STATE OF North Carolina  
COUNTY OF Chatham

I, a Notary Public of the County and State aforesaid, certify that

Charles G. Reul and Sandra A. Reul, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 17<sup>th</sup> day of September  
2012.

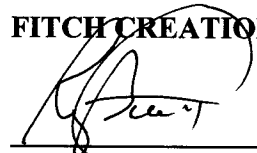


Laura F. Morgan  
Notary Public  
My Commission Expires: December 14, 2012

I/We, the undersigned Owners of the property commonly known as

4079 Woodleigh do hereby acknowledge and approve the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MILLCROFT CLOSE.

FITCH CREATIONS, INC.

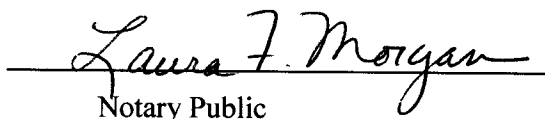
  
\_\_\_\_\_  
Roy B. Fitch, Jr., President

State of North Carolina

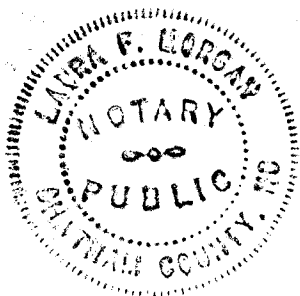
County of Chatham

I, Laura F. Morgan, certify that Roy B. Fitch, Jr., personally came before me this day and acknowledged that he is the President of Fitch Creations, Inc., a corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this the 17<sup>th</sup> day of September, 2012.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: December 14<sup>th</sup>, 2012



I/We, the undersigned Owners of the property commonly known as

4082 Woodleigh do hereby acknowledge and approve the  
foregoing AMENDED AND ~~RESTATED~~ DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR MILLCROFT CLOSE.

FITCH CREATIONS, INC.

  
\_\_\_\_\_  
Roy B. Fitch, Jr., President

State of North Carolina

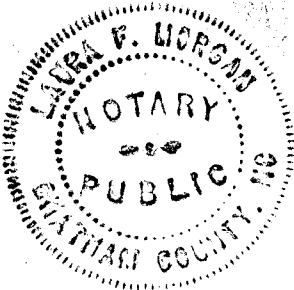
County of Chatham

I, Laura F. Morgan, certify that Roy B. Fitch, Jr., personally came  
before me this day and acknowledged that he is the President of Fitch Creations,  
Inc., a corporation, and that he, as President, being authorized to do so, executed  
the foregoing on behalf of the corporation.

Witness my hand and official seal this the 17<sup>th</sup> day of September, 2012.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: December 14<sup>th</sup>, 2012



I/We, the undersigned Owners of the property commonly known as

4051 JAMPSON do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Jul M. Pleasants  
Owner

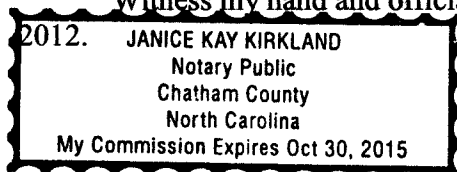
\_\_\_\_\_  
Owner

STATE OF North Carolina  
COUNTY OF Chatham

I, a Notary Public of the County and State aforesaid, certify that

Julian M. Pleasants, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 12<sup>th</sup> day of September,



Janice Kay Kirkland  
Notary Public  
My Commission Expires: October 30, 2015



I/We, the undersigned Owners of the property commonly known as

4066 Harnett do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

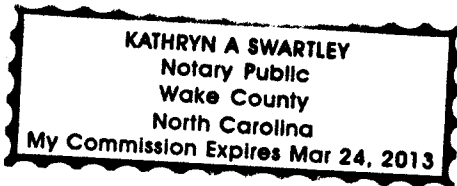
Jon Darling  
Owner

Roselyn Darling  
Owner

STATE OF NC  
COUNTY OF Chatham

I, a Notary Public of the County and State aforesaid, certify that  
Jon Darling & Roselyn Darling, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 21 day of Sept.,  
2012.



Kathryn A Swartley  
Notary Public  
My Commission Expires: 3-24-2013

I/We, the undersigned Owners of the property commonly known as

4066 Duplin do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Karen M. Betman  
Owner

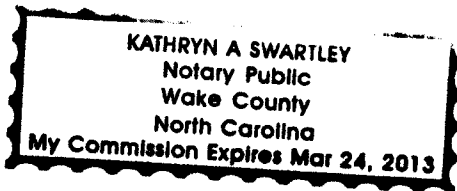
\_\_\_\_\_  
Owner

STATE OF NC  
COUNTY OF Chatham

I, a Notary Public of the County and State aforesaid, certify that

Karen M. Betman, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 18 day of September,  
2012.



Kathryn A Swartley  
Notary Public  
My Commission Expires: 3-24-2013

I/We, the undersigned Owners of the property commonly known as

4076 LENOIR do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

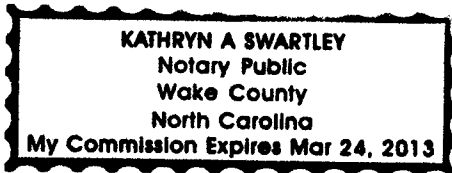
[Signature]  
Owner

Donna L. Stewart  
Owner

STATE OF NC  
COUNTY OF Chatham

I, a Notary Public of the County and State aforesaid, certify that  
Stephen H. Stewart & Donna L. Stewart, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 24 day of Sept.,  
2012.



Kathryn A. Swartley  
Notary Public  
My Commission Expires: 3-24-2013

I/We, the undersigned Owners of the property commonly known as 4067 HARNETT

Faye Davis Rapp do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

FAYE DAVIS RAPP  
Owner

\_\_\_\_\_  
Owner

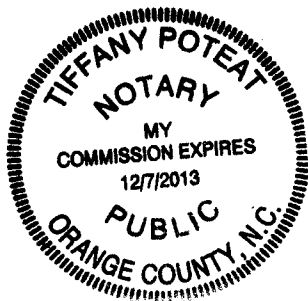
STATE OF NC

COUNTY OF Orange

I, a Notary Public of the County and State aforesaid, certify that

Faye Davis Rapp, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 24<sup>th</sup> day of Sept,  
2012.



Tiffany Poteat  
Notary Public  
My Commission Expires: Dec 7 2013

From: Ed Barry <ebarry16@cfl.rr.com>  
Subject:  
Date: September 25, 2012 9:45:34 AM EDT



► 5 Attachments, 1.0 MB



Millcroft Cov....pdf (276 KB)

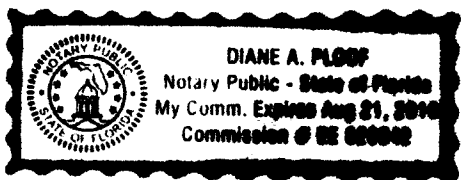
I/We, the undersigned Owners of the property commonly known as  
4059 SAMPSON do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Edward A. Barry  
Owner  
Margaret M. Barry  
Owner

STATE OF Florida  
COUNTY OF Volusia

I, a Notary Public of the County and State aforesaid, certify that  
Edward A. Barry & Margaret M. Barry, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 25 day of September, 2012.



Diane A. Ploof  
Notary Public  
My Commission Expires: 8/21/2016

I/We, the undersigned Owners of the property commonly known as  
4060 DUPLIN CLOSE do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Owner

Francis C. Boyle Sr.  
Owner

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that

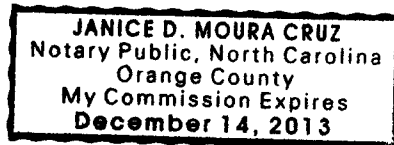
FRANCIS C. BOYLE SR., personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 27<sup>th</sup> day of SEPTEMBER.



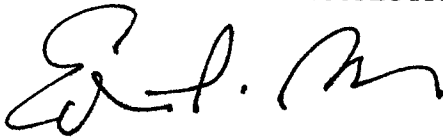
Janice D. Moura Cruz  
Notary Public

My Commission Expires: December 14, 2013

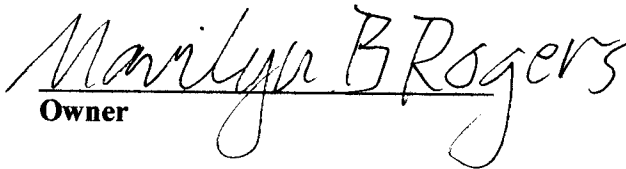


I/We, the undersigned Owners of the property commonly known as

4077 WOODLEIGH CLOSE do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.



Owner



Owner

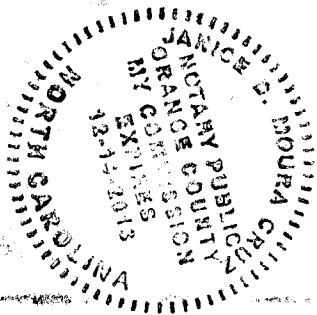
STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that

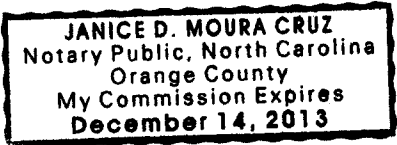
EDMUND & MARILYN ROGERS, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 27<sup>th</sup> day of September,  
2012.



Notary Public

My Commission Expires: December 14, 2013



I/We, the undersigned Owners of the property commonly known as

4074 LENOIR do hereby acknowledge and approve the foregoing  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR MILLCROFT CLOSE.

Gennaro J. Iacomino  
Lucrezia Iacomino

Owner

Owner

STATE OF New York  
COUNTY OF Suffolk

I, a Notary Public of the County and State aforesaid, certify that

Gennaro J. Iacomino + Lucrezia Iacomino, personally came  
before me today and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 15<sup>th</sup> day of October,  
2012.

Regina E. Brandow

Notary Public  
My Commission Expires: \_\_\_\_\_

REGINA E. BRANDOW  
Notary Public, State of New York  
No. 01BR4883197  
Qualified in Suffolk County  
Commission Expires May 26, 2015