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J. DAVID GRANBERRY REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

Drawn by: David Thurman, Thurman, Wilson Boutwell and Galvin, P.A.  
301 S. McDowell Street, St. 608, Charlotte, NC 28204

Mail to: EST properties, LLC, 17537 Jetton Road, Cornelius, NC 28031

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
MCCARRON MAP 7

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for McCarron, Map 7 (the "Supplemental Declaration") is made this the 19 day of April, 2013 by EST Properties, LLC (both as Declarant and as Property Owner), a North Carolina Limited Liability Company, and Oakmont Home Builders, Inc. (as Property Owner), a North Carolina Corporation.

WITNESSETH:

Whereas, a Declaration of Covenants, Conditions and Restrictions for McCarron was filed on October 17, 1989 in Book 6135 at Pages 845-866 in the Mecklenburg County Register of Deeds (the "Original McCarron Declaration") which original Declaration applied to real property in the McCarron development; and

Whereas, a Declaration of Covenants, Conditions and Restrictions for McCarron, Map 7 was filed on August 20, 2008 in Book 24058 at Pages 218-241 in the Mecklenburg County Register of Deeds (the "Map 7 Declaration") which Declaration applied to all real property shown in McCarron, Map 7 as recorded in Map Book 48 at Page 21 (as amended) ("the McCarron, Map 7 Property"); and

Whereas, Hood Road Development, LLC assigned to EST Properties, LLC its Declarant Rights and Privileges as per instrument recorded in Book 27890 at Pages 741-744 filed December 10, 2012 establishing EST Properties, LLC as the Declarant of McCarron, Map 7 as of

the date of recording of such instrument; and

Whereas, EST Properties, LLC, as Declarant and Owner, filed an Amendment to the Declaration of Covenants, Conditions and Restrictions for McCarron, Map 7 on December 21, 2012 in Book 27930 at Pages 719-792 of the Mecklenburg County Register of Deeds (the "Map 7 Amendment"); and

Whereas, EST Properties, LLC owns 17 of the 25 Lots of the McCarron, Map 7 Property giving EST Properties, LLC ownership of sixty-eight (68%) per cent of the Lots; and

Whereas, Oakmont Builders, LLC owns 4 of the 25 Lots of the McCarron, Map 7 Property giving Oakmont Builders Ownership of sixteen (16%) per cent of the Lots; and

Whereas, Article XI, Section 3 of the Map 7 Amendment states that the Map 7 Declaration may be amended by an instrument signed by the owners of not less than 75% of the Lots and by the Declarant; and

Whereas, the Declarant and the owners of 84% of the Lots desire to amend the Map 7 Declaration as set above by filing this Supplemental Declaration.

Now, therefore, pursuant to Article XI, Section 3 of the Map 7 Declaration (as amended), EST Properties, LLC, as Declarant and owner, and Oakmont Home Builders, Inc. as owner, do hereby publish and amend the Map 7 Declaration as follows:

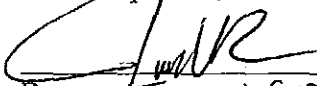
1. The McCarron, Map 7 Property shall be subject to the terms, covenants, conditions, restrictions, easements, charges and liens, of the Original McCarron Declaration (as amended), upon acceptance of said property by the McCarron Homeowners Association, Inc. and filing of a Supplementary Declaration in accordance with Article II of the Original McCarron Declaration.
2. Upon the acceptance and filing under Section 1, the McCarron Map 7 Property shall be under the jurisdiction of the McCarron Homeowners Association, Inc. subject to the terms and conditions set forth herein, and all owners of Lots in the McCarron, Map 7 Property shall immediately become members of the McCarron Homeowners Association, Inc. and shall have all rights, benefits, duties and responsibilities of a Member of the McCarron Homeowners Association, Inc. including those set forth in the Original McCarron Declaration (as amended).
3. EST Properties, LLC, its successors and/or assigns, shall remain the Declarant of the McCarron, Map 7 Property. Therefore, with regard to all issues concerning the construction of houses, development, design, size, use, signage or parking in the McCarron, Map 7 Property, EST Properties, LLC shall have all rights as Declarant. The provisions of Article VI, Sections 2 and 4 of the Map 7 Declaration shall remain in full force and effect with regard to the McCarron, Map 7 Property.
4. In the event of conflict between the terms of the Original McCarron Declaration (as

amended), and any of the following Sections of the Map 7 Declaration (as amended): Article IX, Section 2; and Article X, Sections 3, 6, 7, 12(c), 14, 15, 16, 17, and 18, the listed Sections of the Map 7 Declaration (as amended) shall take precedence over the Original McCarron Declaration with regard to the McCarron, Map 7 Property and its owners. Except as otherwise stated in this Agreement, the Original McCarron Declaration (as amended) shall take precedence and shall control over all other terms and conditions of the Map 7 Declaration in the event of a conflict.

5. For such time as EST Properties, LLC (or its successors and assigns) shall be the Declarant of the McCarron, Map 7 Property, no amendment to the Map 7 Declaration may occur except by an instrument signed by the appropriate number of owners and by the Declarant (as long as said Declarant still owns any Lots in the McCarron, Map 7 Property).
6. Declarant, for as long as Declarant shall own a Lot in the McCarron, Map 7 Property, shall have the right to place the sign of reasonable size, design and content at the front entrance for the McCarron subdivision on the property of McCarron Homeowners Association, Inc. which sign may advertise property or homes for sale in McCarron, Map 7.
7. The terms of this instrument shall run with the real property, and shall be binding upon and inure to the benefit of all owners in the McCarron, Map 7 Property, their heirs, personal representatives, successors and assigns.

In Witness whereof, the undersigned have caused this instrument to be duly executed under seal the day and year first above written.

EST Properties, LLC

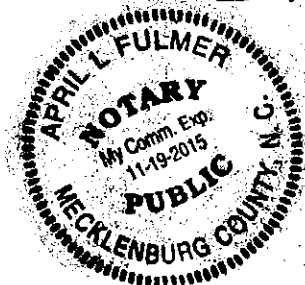
  
By: Judson Stringfellow, President

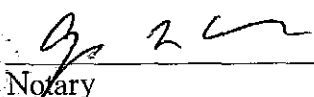
STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, April L. Fulmer, a Notary Public of the County and State aforesaid, certify that Judson Stringfellow, personally came before me this day and acknowledged that (s)he is the Member Manager of EST Properties, LLC, a North Carolina Limited Liability Company, and that (s)he, as Member Manager, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness by hand and official seal this 19 day of April, 2013.

(SEAL)  
My Commission Expires:  
11-19-15



  
Notary

Oakmont Home Builders, Inc.

By: Judson Strangfellow

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

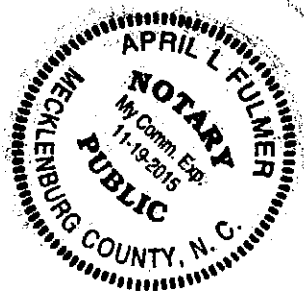
I, April L. Fulmer, a Notary Public of the County and State aforesaid, certify that Judson Strangfellow, personally came before me this day and acknowledged that (s)he is President of Oakmont Home Builders, Inc., a North Carolina corporation, and that (s)he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness by hand and official seal this 19 day of April, 2013.

(SEAL)

April L. Fulmer  
Notary

My Commission Expires:  
11-19-15



<b>FILE COPY</b>			
FILED FOR REGISTRATION		DOC #	
DATE	12 21 12	TIME	3:23 pm
BOOK	27430	PAGE	719
OWNER	①	REC FEE	26.00
J. DAVID GRANBERY REGISTER OF DEEDS MECKLENBURG COUNTY, NC			

Drawn By and Mail To:  
Adam Will Foodman  
Foodman Hunter & Karres, PLLC  
521 East Morehead Street, Suite 330  
Charlotte, NC 28202

**AMENDMENT TO THE DECLARATION OF  
COVENANTS CONDITIONS AND RESTRICTIONS  
FOR McCARRON MAP 7**

This **AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS** ("Declaration") as recorded in Deed Book 24058 at page 219 in the Mecklenburg County Register of Deeds is made this 20<sup>th</sup> day of December 2012 by EST Properties, LLC (successor as Declarant to Hood Road Development, LLC), a North Carolina limited liability company.

WITNESSETH:

WHEREAS, Hood Road Development, LLC did assign to EST Properties, LLC its declarant rights and privileges as per instrument recorded at Deed Book 27890 at page 741 in the Mecklenburg County Register of Deeds establishing EST Properties the Declarant as of the date of the recording of such instrument; and

WHEREAS, EST Properties, LLC owns twenty-one of the twenty-five Lots in McCarron Map 7 giving EST Properties ownership of eighty-four percent (84%) of the Lots; and

~~WHEREAS, Article XI Section 3 of the Declaration states that the Declaration may be amended by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots and by the Declarant so long as Declarant still owns any lots, and~~

WHEREAS, McCarron Map 7 as recorded in Map Book 48 at page 21 does not include any Common Areas, Common Elements, Private Roads or other properties or elements to be deeded to a Homeowners Association, nor does it include any Common Area Easements, Association Maintenance Easements or any other property or elements identified as to be maintained by a Homeowners Association; and

WHEREAS, The Declarant and majority Owner of the Lots desires to amend the Declaration as set out above;

NOW THEREFORE, The Declarant and EST Properties, LLC as owner of more than seventy-five percent (75%) of the lots does hereby publish and amend the Declaration as described below:

ARTICLE 1 Section 4 is amended to read:

Section 4. The term "Association" shall mean McCarron, Map 7 Homeowners Association, Inc, a North Carolina nonprofit corporation which may be formed by Declarant, at Declarant's option, or may be formed by the Lot Owners as stated herein.

ARTICLE V Section 5 is added as follows:

Section 5. Incorporation and Formation of the Association. After such time as the Period of Declarant Control ceases to exist, the Owners of the Lots may elect by a majority vote of the Owners of the Lots to incorporate and form the Association and begin the Annual Assessments as stated in Article VII Section 3, or may elect by a majority vote to request merger with the McCarron Homeowners Association, Inc, or may elect by a majority vote to remain without an Association. A majority vote shall require not less than thirteen Owners to vote in the affirmative.

~~The first sentence of~~ ARTICLE IX Section 2 is amended to read as follows:

Section 2. Materials to be Submitted for Site Plan Approval. With the exception of the initial home construction by any North Carolina licensed builder approved by Declarant, before initiating any construction, alteration of existing Improvements, grading, or any site or structural work upon any Lot, the Owner must first submit construction, site and landscape plans plus any such other relevant materials as the Committee may reasonably request.

ARTICLE X Section 6 is amended to read as follows:

Section 6. Minimum Square Footage. No residential structure shall be erected or placed on any Lot with a finished (heated ) area of less than 1,800 square feet and shall have a minimum 2 car attached garage.

ARTICLE X Section 7 is amended to read as follows:

Section 7. Building Construction and Quality. All buildings and outbuildings erected or placed upon any Lot shall be constructed of new material (except antique brick or as may be permitted by the Committee) of good grade and appearance and shall be constructed to meet all local and state building codes current at the time of such construction or placement. No metal outbuildings or sheds shall be permitted, and all outbuildings shall be of similar materials and color as the primary dwelling on the Lot. No exterior surface of any building shall be of metal siding, asbestos or asphalt siding, roll siding, exposed cement block. The front wall elevation of the principal dwelling shall either be covered with at least 20% decorative masonry or stone materials (excepting exposed concrete block), or shall have an attached roofed front porch with an area of at least sixty (60) square feet. Gables and roof projections shall not be included as part of the front wall elevation area.

ARTICLE X Section 12(c) is amended to read as follows:

(c) During construction of a dwelling any builder approved by Declarant may erect a sign as approved by Declarant of not more than thirty-two (32) square feet advertising builder's home(s) for sale.

ARTICLE X is amended to add the following additional sections:

Section 14. Residential Use. All lots shall be used for residential purposes only. No indoor furniture shall be kept on the front porch or yard. All exterior Christmas or other holiday lighting and decorations shall be removed within two (2) weeks of such holiday. No basketball goals or similar sporting equipment shall be installed or kept in the grassed area of the front yard.

Section 15. Walls, Fences, and Hedges. No fence, hedge or wall of any type or kind shall be erected or maintained on a Lot except such fences, hedges, or walls as may be installed, constructed or erected with the initial construction of the main dwelling located on said Lot, or as may later be approved by the Committee. No chain link fences are allowed on a Lot. Solid wood privacy, "board or board" wood privacy, or vinyl privacy fence 6 feet or less in height is allowed on the perimeter of any Lot behind the rear of the house only. All other perimeter fences on a Lot must be rail type or picket fences with at least thirty percent (30%) of surface area open. Privacy fences are permitted around pools or patios in rear yards with a maximum height of six (6) feet. Fences may not be installed any further forward than six (6) feet from the rear corners of the home unless approved by the Committee.

Section 16. Clotheslines, Garbage Cans, Etc. All clotheslines, garbage cans, lawnmowers and similar equipment shall be kept, in an enclosed structure or screened by adequate planting or fencing so as to conceal same from the view of neighboring Owner Streets. Incinerators for garbage, trash or other refuse shall not be permitted to be erected or placed on any Lot.

~~Section 17. Above-Ground Swimming Pools. No above ground swimming pools, except for small wading pools, are permitted on any Lot and must be in the rear yards.~~

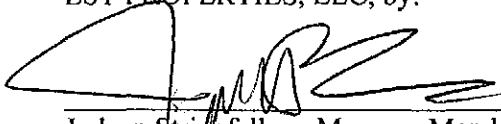
Section 18. Decorative Structures. Not more than four (4) small decorative statues, birdbaths, fountains, ornaments, figurines, or any other decorative structures or items are permitted in the front (or side yards if visible from the street) of any Lot.

ARTICLE XI Section 3, is amended to read as follows:

Section 3. Amendment. The covenants, conditions and restrictions of this Declaration shall run with the land and bind the Owners of the Lots for a period of twenty-five (25) years from the date the Declaration was recorded, after which time such covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years. The Declaration may be amended by the Declarant any time during the Period of Declarant Control. The Declaration may be amended during the first twenty-five (25) year period, and at any time thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and by the Declarant so long as the Declarant still owns any Lots. For the purpose of this Section, additions to the initial property, as provided in Article II, Section 3, hereof, shall not be deemed an "Amendment". The reserved easements shall permanently run with the Lots.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed under seal the day and year first above written.

EST PROPERTIES, LLC, by:



Judson Stringfellow, Manager Member

SEAL-STAMP

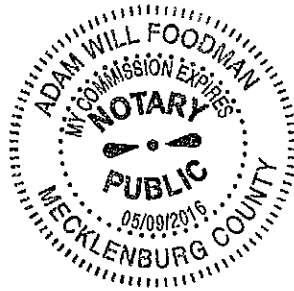
NORTH CAROLINA  
MECKLENBURG COUNTY.

I, a Notary Public for the County and State aforesaid, certify that Judson W. Stringfellow, who being by me duly sworn, says that he is the Member Manager of EST Properties, LLC, a North Carolina Limited Liability Company, and that said writing was signed and sealed by him in behalf of said limited liability company by its authority duly given and he did further acknowledge said writing to be the act of said company.

Witness my hand and official stamp or seal, this 20<sup>th</sup> day of DEC, 2017



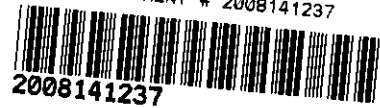
Notary Public





FOR REGISTRATION JUDITH A. GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2008 AUG 20 12:04 PM  
BK: 24058 PG: 219-241 FEE: \$77.00

INSTRUMENT # 2008141237



2008141237

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR McCARRON, MAP 7**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, (the "Declaration"), made this 19th day of August, 2008, by and between Hood Road Development, LLC, a North Carolina limited liability company, (hereinafter referred to as "Declarant"); and Executive Designer Homes, Inc., a North Carolina corporation; and any and all persons, firms or corporations hereafter acquiring any of the Lots shown on the map hereinafter referred to.

WITNESSETH:

WHEREAS, Declarant is an owner of that certain real property (the "Property") located in Mecklenburg County, North Carolina as described in Article II, Section 1; and

WHEREAS, Declarant has heretofore conveyed certain Lots of the Property to various persons, firms or corporations; and

WHEREAS, Declarant has heretofore conveyed Lots 80, 82, 87, 88, 89, 92, 95 and 96 of said Property to Executive Designer Homes, Inc.; and

WHEREAS, the Lots heretofore conveyed by Declarant were made subject to that Declaration of Covenants, Conditions and Restrictions recorded in Book 6135, at Page 845, Mecklenburg County Public Registry, by express provision in the deeds; and

WHEREAS, Declarant and Executive Designer Homes, Inc. now terminate, cancel and remove the Declaration of Covenants, Conditions and Restrictions recorded in Book 6135, at Page 845, Mecklenburg County Public Registry, as same may apply to the aforesaid Lots as a consequence of the conveyances to Executive Designer Homes, Inc.; and

*Drawn by and mail to: Tony C. Johnson, Attorney at Law  
Post Office Box 23297  
Mint Hill, North Carolina 28227-0272*

KC

WHEREAS, it is anticipated that the remaining persons, firms or corporations which have heretofore been conveyed Lots by Declarant will also terminate, cancel and remove the Declaration of Covenants, Conditions and Restrictions recorded in Book 6135, at Page 845, Mecklenburg County Public Registry, as same may apply to their respective Lots, and will declare their Lots to be held, sold and conveyed subject to the general plan of development as herein set forth by the filing of a Supplementary Declaration; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set forth to restrict the use and occupancy of the Property for the protection of the Lots shown on said map and the future owners thereof; and

WHEREAS, Declarant and Executive Designer Homes, Inc., desire now, for the use and benefit of themselves, their successors and assigns and their future grantees, to place and impose the covenants, conditions and restrictions on each of their Lots of land shown on said map.

NOW, THEREFORE, Declarant and Executive Designer Homes, Inc. hereby declare that the Lots shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of, and which shall run with, such Lots and be binding on all parties having any right, title or interest in such Lots, their heirs, successors, and assigns, and shall inure to the benefit of each other thereof.

## ARTICLE I DEFINITIONS

Section 1. The term "Amenity Area" shall mean any area within the Property which Declarant may hereafter designate as Common Area for the purpose of erecting, at Declarant's cost, facilities or amenities for the common use of Owners, their invitees and guests.

Section 2. The term "Applicable Laws" shall mean all enforceable laws, regulations and ordinances effective in the County of Mecklenburg, the State of North Carolina, and the United States of America including all zoning regulations as well as sign, street, tree and floodway ordinances; land use, environmental resources, hazardous materials laws; and such other laws of all appropriate jurisdictions as may affect the Subdivision.

Section 3. The term "Architectural and Site Guidelines" shall mean those rules, regulations and guidelines promulgated from time to time by the Architectural Review Committee pursuant to the power set forth in Article VIII. All Architectural and Site Guidelines, whenever promulgated shall have the same force and effect as if they were originally set forth in this Declaration as Restrictions.

Section 4. The term "Association" shall mean McCarron, Map 7 Homeowners Association, Inc., a North Carolina nonprofit corporation which will be formed by Declarant.

Section 5. The term "Bylaws" shall mean the Bylaws for the Association as adopted by the initial Board of Directors of the Association and thereafter amended from time to time.

Section 6. The term "Committee" shall mean the Architectural Review Committee established pursuant to Article VIII.

Section 7. The term "Common Area or Common Areas" shall mean any Amenity Area, Entrance Monument, Private Roads (specifically including McCarron Way and Cranbourn Court), Private Road Easement, and any other property designated on the Map as "Common Area", "Common Open Space", "Green Space", or like designation, and any other property designated as Common Area in this Declaration, any amendment or supplement hereto or deed from the Declarant. Both before and after those dates when Declarant conveys Common Area to the Association, all Common Areas shall be maintained by the Association (subject to the rights of the Declarant provided for in this Declaration) for the common use, benefit and enjoyment of the Owners. The Declarant reserves the right, but not the obligation, to provide additional Common Areas within the Subdivision. Lots owned by Declarant may be converted to Common Areas at Declarant's election by the filing of an amended Map indicating such conversion or the conveyance of the Lot to the Association by deed reciting that the Lot is thereby made Common Area. The term "Common Area" as used in this Declaration includes all real estate that would be defined as "common elements" in the Planned Community Act at the time this Declaration is filed.

Section 8. The term "Declarant" shall mean and refer to Hood Road Development, LLC, a North Carolina limited liability company, or an assignee of the powers granted herein to Hood Road Development, LLC. Matters which are listed in this Declaration as requiring the "approval", "consent" or similar affirmation by the Declarant, shall not require such affirmation after Declarant no longer owns any Lot in the Subdivision.

Section 9. The term "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions (and any future amendments or supplements as executed by the Declarant and filed of public record).

Section 10. The term "Entrance Monument" shall mean and refer to any monument, decorated entrance walls or entrance signage, together with lighting, irrigation systems, landscaping and other improvements which may be constructed as an entryway for the Subdivision.

Section 11. The term "Improvements" shall mean and refer to all buildings, outbuildings, underground installations, roads, driveways, parking areas, fences, screens, retaining walls, stairs, decks, windbreaks, plantings, poles, signs, cuts and fills, and all other structures or landscaping improvements of every variety and nature.

Section 12. The term "Lot" shall mean the separately numbered single-family lots depicted on the Map but not including any Common Areas.

Section 13. The term "Map" shall mean and refer to that certain map recorded in Map Book 48, at Page 21, in the Mecklenburg County Public Registry, and the map(s) of any additions to the Existing Property which may be recorded by Declarant in the Mecklenburg County Public Registry.

Section 14. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

Section 15. The term "Planned Community Act" shall mean and refer to the North Carolina Planned Community Act, North Carolina General Statutes Chapter 47F.

Section 16. The term "Private Road(s)" shall mean and refer to all roads, streets, cul-de-sacs and turnaround circles in the Subdivision, specifically including McCarron Way and Cranbourn Court. It is the intent of Declarant that the Private Roads shall be offered to a municipality or the DOT for public maintenance and that after initial construction, the Private Roads shall be maintained by the Association until such time as same shall be accepted for public maintenance.

Section 17. The term "Private Road Easement" shall mean and refer to the non-exclusive perpetual easements over and upon those areas now or hereafter identified on the Map as roads, streets, cul-de-sacs and turnaround circles, specifically including McCarron Way and Cranbourn Court, which are granted to all Lots for the purpose of vehicular and pedestrian access, ingress and egress to and from all Lots. The Private Road Easements are also reserved unto the Declarant and the Association, their successors and assigns, for access, ingress and egress to the Lots and Common Areas, for the installation of the Private Roads; and for the installation and maintenance of any utilities and drainage facilities. Declarant may, at Declarant's cost, modify or add to the Private Road Easements including the creation of one or more new roads over portions of the Property owned by Declarant.

Section 18. The term "Property" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any other real estate which may be additionally made subject to this Declaration as provided in Article II, Section 3.

Section 19. The term "Subdivision" shall mean and refer to all property described in Article II, Section 1, any additional property added and made subject to this Declaration as provided in Article II, Section 3, and such residential lots, streets, amenities, and improvements as shall come to be constructed therein, also known as "McCarron, Map 7".

Section 20. The term "Utilities" shall mean and refer to those lines and services in the nature of electric, telephone, catv, water, sewer and natural gas which may be laid or distributed throughout the Subdivision.

ARTICLE II  
PROPERTY SUBJECT TO THE DECLARATION  
ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Mecklenburg County, North Carolina, and is shown on map entitled "A Plat Showing McCarron, Map 7" and recorded in Map Book 48, at Page 21, in the Mecklenburg County Public Registry (the "Existing Property").

Section 2. Subdivision Name. The Property, the homes constructed thereon and the amenities and infrastructure of the Subdivision shall henceforth, collectively, be known as "McCarron, Map 7".

Section 3. Additions to Existing Property.

(a) Additional property adjacent to or adjoining the Existing Property may be brought within the scheme of this Declaration by Declarant in future stages of development, without the consent of the Owners, the Association or its members. Declarant shall not be obligated to subject any additional property to this Declaration.

(b) The additions authorized under subsection (a) above shall be made by filing a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property in the Mecklenburg County Public Registry, which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein, including, but not limited to, assessments as herein determined, to pay for the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of the Declaration as may be necessary to reflect only the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

Section 4. Adjacent Property Not Specifically Described. From time to time, Declarant, its predecessors or successors, may hold title or other interests in real estate adjacent to the Property. Unless such adjacent property is specifically described or included in Article II, Section 1 or the legal description of future supplementary or amended declarations, such adjacent real estate shall not be deemed a part of the Property or the Subdivision.

### ARTICLE III DECLARATION

The Property shall hereafter be held, sold, leased, transferred, conveyed and encumbered subject to the herein contained covenants, conditions, restrictions, reservations, and easements which: (I) are made for the direct, mutual and reciprocal benefit of each and every portion of the Property and shall create mutual, equitable servitudes upon each part of the Property in favor of every other part of the Property; (ii) create reciprocal rights and obligations between the respective Owners and privity of estate between all grantees of portions of the Property, their successors and assigns; (iii) shall operate as covenants running with the land; and (iv) shall inure to the benefit of Declarant and each Owner. By acceptance of any deed conveying title to a portion of the Property, execution of a contract of purchase or acceptance of a lease or license concerning any portion of the Property or by taking possession of any portion of the Property, whether from Declarant or a subsequent owner or lessee, any future owner, lessee, licensee or occupant shall accept such deed, contract, lease, license or possession upon and subject to each and all of the covenants, conditions, restrictions, reservations and easements set forth herein. Each person or entity who hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to the covenants, conditions, restrictions, reservations and easements set forth herein, and in all future supplementary or amended Declarations, whether or not any reference thereto is contained in the instrument by which such person or entity acquires an interest in the Property.

### ARTICLE IV COMMON AREA

Section 1. Ownership of Common Areas. Declarant shall, not later than the date when seventy five percent (75%) of all Lots have been sold to Owners, convey to the Association by Special Warranty Deed any Common Areas which are to be owned and maintained by the Association. The Declarant reserves the right to construct: (I) an Entrance Monument to be located at the entrance to the Subdivision; (ii) Private Roads, and (iii) one or more Amenity Areas for the use and enjoyment of the Owners. All Common Areas shall remain private property and shall not be dedicated to the use and enjoyment of the general public (subject to the provisions of Article I, Section 16 regarding the future public dedication of Private Roads). Maintenance (as opposed to initial construction) of Common Area shall at all times, including any periods before the Association makes an assessment, be the financial responsibility of the Association.

Section 2. Owner's Rights to Use and Enjoy Common Areas. Each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas, and such right shall be appurtenant to and conveyed with title to such Owner's Lot, subject to the following:

(a) The Association shall have the right to promulgate and enforce reasonable rules and regulations concerning the Common Area for the convenience and the safety of Owners;

(b) The Association shall have the right to suspend the voting rights of an Owner in the Association and to suspend the right to use certain or all of the Common Areas by an Owner for any period during which any assessment against the Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The Declarant or the Association shall have the right to grant utility, drainage, and other easements across the Common Areas; and

(d) The Declarant shall have the right to bury stumps in the Common Area during initial construction of the Subdivision provided all such activity is done in compliance with Applicable Laws.

Section 3. Delegation of Use. Any Owner may delegate, subject to the rules promulgated by the Association, the Owner's right of enjoyment to certain Common Areas and facilities located thereon to the members of the Owner's family, guests or invitees.

Section 4. Rights in the Private Roads. Each Owner, the Declarant, and the Association, their successors and assigns, are hereby granted the perpetual, non-exclusive right to use the Private Roads within the Private Road Easements for the purpose of pedestrian and vehicular access, ingress, egress and regress to and from each Lot and the Common Areas. The Private Road Easements created herein shall terminate to the extent that a portion of the Private Roads are accepted for maintenance by state or municipal authorities, at which time that portion of the Private Roads shall become publicly maintained roads and shall no longer be maintained by the Association. It is the intention of Declarant to either dedicate the Private Roads for public use or offer the Private Roads for public maintenance. After construction by the Declarant, the Association will be responsible for cleaning, maintaining, repairing, and reconstructing the Private Roads.

Declarant or the Association may, without notice, remove any obstructions of any nature located within the Private Road Easements (including but not limited to building materials, trees, shrubs, and mailboxes) which, in the opinion of the Declarant or Association, create a safety hazard.

ARTICLE V  
HOMEOWNER'S ASSOCIATION

Section 1. Membership. Every owner shall be a Member of the Association. Membership is appurtenant to ownership of each Lot and is only available to Declarant and Owners. Membership shall be extinguished upon the complete transfer of all Property held by any Member.

Section 2. Classes of Membership.

(a) Owners Class Membership. The Owners Class Members shall consist of all Owners, but will exclude Declarant prior to its termination of its Founders Class Membership. If at any time, Declarant owns one or more Lots subsequent to the termination of its Founders Class Membership, Declarant shall then be an Owners Class Member.

(b) Founders Class Membership. The Declarant or its successor or assign only, shall be the sole Founders Class Member. The Founders Class Membership shall terminate at such time as Declarant has conveyed seventy-five percent (75%) of its interest in the Property (including any Additional Property).

Section 3. Duties. The Association will maintain in its files up-to-date copies of its organizational documents, the Declaration, rules concerning use of the Common Areas, financial records, records of the current ownership of the Lots, and such other documentation and records as are necessary for its management and oversight functions or as required by the Planned Community Act. All documentation maintained by the Association shall be available to the Owners for inspection during Association business hours upon reasonable notice. The Association may employ an individual or business entity to act as managing agent. The length of engagement and the compensation to be paid to such managing agent shall be determined by the Board of Directors of the Association.

Beginning on a date selected by the Association (the "Assessment Start Date") the Association may begin collection of annual assessments from each Owner for maintenance of general Common Areas.

Prior to the Assessment Start Date, the Common Areas shall be maintained by the Declarant, but after such date, the Common Areas shall be maintained by the Association, except that Declarant reserves the right, at Declarant's discretion, to repair or maintain any portion of the Common Areas which Declarant, in good faith, determines is not maintained to acceptable standards and shall be reimbursed for such maintenance by the Association (but see Article VII, Section 11). Subsequent to the Period of Declarant control, any material change in the use of portions of the Common Area, shall be made only upon an eighty percent (80%) vote of the Members.



Maintenance of Common Areas, which shall be the duty of the Association, includes (by way of example) the following:

(a) Maintenance of any Entrance Monument, to include irrigation, plantings of both permanent and seasonal nature, lighting, mowing, weeding, other landscaping, utility charges for irrigation and lighting, maintenance of signage;

(b) Liability insurance shall be acquired and maintained upon all portions of the Common Areas prior to any Lots within the Subdivision being sold. Such liability insurance will be purchased with such companies and in such coverage amounts as the Board of Directors may deem appropriate;

© The Common Areas, including the Private Roads, open areas, and Amenities (if any), shall be kept in a clean and orderly condition, neatly mowed and landscaped with appropriate irrigation for any flower beds or decorative plantings. The utility bills for lighting and irrigation and the cost of maintenance and repair of any pathways, facilities, and the like, shall be appropriate expenditures for the Association;

(d) Private Roads shall be maintained by the Association in a state of good repair and maintenance in good pot-hole free condition. The Private Roads shall, at all times, be maintained in compliance with all Applicable Laws specifically including any Mecklenburg County ordinances concerning communities employing a system of private roads; and

(e) Erosion and sedimentation controls for all maintenance and other activity on Common Area.

The Association is charged with the duty to establish and maintain adequate reserve funds for periodic repair, reconstruction or replacement of portions of the Common Area, specifically including the Private Roads, which may occur on an irregular basis.

Section 4. Merger or Consolidation of Planned Communities. The Association may participate in mergers or consolidations with other nonprofit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homeowners association, the properties, rights and obligations of the nonprofit corporation with which it merges or consolidates. Any such merger or consolidation shall have the assent of the members in accordance with the provisions of G.S. 47F-2-121 and G.S. 47F-2-118.

## ARTICLE VI VOTING

Section 1. Owners Class. The Owners of each Owners Class Lot shall be entitled to one (1) vote for each Lot owned. The vote for any one Lot owned by more than one person or entity shall be exercised as they among themselves shall determine,

but in no event shall the vote or votes with respect to any jointly owned Lot be split or cast separately.

Section 2. Founders Class. The Declarant shall be entitled to ten (10) votes for each Lot owned by the Declarant.

Section 3. Actions. Special Assessments may only be assessed upon receiving fifty-one percent (51%) of a vote.

Section 4. Period of Declarant Control. For so long as the Declarant owns at least one (1) Lot in the Subdivision, the Declarant shall have the authority to designate, appoint, and remove members of the Association's Board of Directors and Officers. To the fullest extent permitted by the Planned Community Act, no Director or Officer appointed by the Declarant shall be removed by the Members of the Board of Directors. The appointees shall serve until such time as their successors are fully elected and agree to serve. The Declarant may appoint not less than three (3) but not more than five (5) Directors. If the Declarant chooses to appoint more than three (3), the remaining two (2) directors must be Owners. The time period during which the Declarant holds the exclusive authority to appoint and remove members of the Board of Directors and Officers may be referred to in this Declaration and the Associations Bylaws as the "Period of Declarant Control".

## ARTICLE VII ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot shall, by acceptance of a conveyance thereof, whether or not it is so expressed in any conveyance, be deemed to covenant and agree to all terms and provisions of this Declaration specifically including the duty to pay to the Association both Annual and Special Assessments ("Annual Assessments" and "Special Assessments") and charges as hereinafter provided. The Annual and Special Assessments and charges, together with such interest thereon and costs of collection as are hereinafter provided, shall be a charge and continuing lien upon the Lot against which assessment is made as of the effective date of said assessment. Each assessment, together with interest thereon and any costs of collection, shall also be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment became due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of any assessment.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used for the improvement, maintenance, operation, repair, replacement of and additions to the Common Area, including, but not limited to, the payment of taxes and insurance thereon, the payment of utility charges related thereto (including water for any sprinkler or irrigation systems), maintaining, operating and improving (but not initial construction) of Private Roads and other Common Area

facilities and amenities, collection and disposal of garbage, rubbish and the like, employing security service, maintenance personnel, and for the cost of labor, equipment, materials, and the management and supervision thereof. Declarant may employ a related entity or entities to manage the maintenance, operation and repair of the Common Area. In addition, the Association may use Annual Assessments for the purpose of doing any other things necessary or desirable, in the discretion of the Association, to keep Common Area facilities and amenities in neat and good order, to provide for the health, welfare and safety of the Owners and occupants of the Property, to advance or maintain the general appearance and function of the Subdivision, and to carry out the goals described in the preliminary statement of this Declaration.

Without limiting the general statements set forth in the immediately preceding paragraph, Annual Assessments shall specifically be used as follows:

(a) to repair, maintain, reconstruct (when necessary), keep clean and free from debris, the Common Areas (see Article V, Section 3 concerning Common Area maintenance) and any Amenities and Improvements located thereon, including but not limited to the Private Roads, Entrance Monument, and to maintain landscaping (including shrubs, trees and seasonal flowers) thereon in accordance with the highest standards for private parks, including necessary removal or replacement of landscaping;

(b) to maintain and repair the Private Roads;

(c) to pay all costs except initial construction and installation, associated with any street lights, Entrance Monument, or similar Common Area amenities, including but not limited to, lease payments and utility costs;

(d) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;

(E) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws;

(F) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws; and

(G) to maintain contingency reserves as to the amounts described in subsections (a) and (b) above for the purposes set forth in this Section 2 in amounts determined by the Boards of Directors of the Association.

By acceptance of any conveyance of any Lot, each Owner acknowledges that neither the precise location, acreage or dimensions of the Common Area, nor the type of Amenities, Improvements and structures to be located within the Common Area (if any) will be specifically defined until such are conveyed to the Association.

Section 3. Maximum Annual Assessment. The initial maximum Annual Assessment shall be Two Hundred Twenty-Five Dollars (\$225.00) for each Lot, with fractions of the calendar year to be computed and prorated equitably. For each subsequent calendar year, the maximum Annual Assessment may be increased by the Association at the rate of up to twenty percent (20%) of the prior year's assessment. In the event the Annual Assessment is not increased by the maximum amount permitted during any calendar years, the difference between any actual increase in the maximum permitted increase for such years shall be computed, and the Annual Assessment may be increased by that amount in a future year, in addition to the maximum increase otherwise permitted. The percentage limits on annual increases may be increased for one or more years, but only by a vote of no less than two-thirds (2/3) of the Lot Owners with the approval of the Declarant.

Section 4. Supplemental Annual Assessment. In the event the Association fixes the Annual Assessment in an amount less than the permitted maximum Annual Assessment, the Association shall have the right to later increase (the increase being a "Supplemental Annual Assessment") the total Annual Assessment for such calendar year if the Board of Directors determines that the required duties and functions of the Association cannot be funded by the originally determined Annual Assessment. The Association shall set the due date for such Supplemental Annual Assessment which shall not be less than 45 days following after the mailing notice to the Owners of such Supplemental Annual Assessment. The original Annual Assessment and the Supplemental Annual Assessment shall not, under any circumstance, exceed the permitted maximum Annual Assessment for the subject calendar year.

Section 5. Special Assessments. In addition to the Annual Assessments hereinabove authorized, the Association may levy Special Assessments ("Special Assessments") for the purpose of defraying, in whole or in part, the cost of any reconstruction, unexpected repair or replacement of the Common Area, including the Private Roads.

Section 6. Surplus Funds. During the Period of Declarant Control, to the fullest extent permitted by the Planned Community Act, the Association shall have no obligation to reimburse any surplus funds to Owners, provided such funds must be retained for future use by the Association.

Section 7. Declarant Obligation to Pay Assessments. The assessments, charges and liens provided for by this Declaration shall not apply to the Common Area or any property owned by the Declarant or with respect to assessments accrued as to any Lots to which Declarant obtains title, either due to breach of sales contract, deeds in lieu of foreclosure, or by foreclosure.

Section 8. Commencement. Assessments shall commence on the date fixed by the Association, as the Assessment Start Date or upon purchase of a Lot from Declarant, whichever later occurs. Assessments shall be billed on a calendar year basis

with appropriate prorations.

Section 9. Due Date. Unless otherwise provided herein, assessments shall be due and payable in full within 30 days after they are billed to an Owner.

Section 10. Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due, then such assessment shall be delinquent and shall accrue interest thereon at the "prime rate" of interest announced from time to time by The Wall Street Journal, plus two percent (2%) per annum (such rate to change from time to time as The Wall Street Journal prime rate changes) never to exceed a maximum of 18% per annum, unless a lesser rate is required under Applicable Law in which event interest will accrue at the maximum required lesser rate. If such assessment is not paid within ten (10) days after the due date, then the Association may bring an action at law against the Owner directly and/or foreclose the lien against the Lot, and there shall be added to the amount of such assessments all reasonable attorneys' fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessments as indicated above.

Section 11. Right to Borrow. The Board shall have the right and authority to borrow funds on behalf of the Association, evidenced by one or more promissory notes, for [I] payment of Common Area Maintenance prior to the time that assessments will cover the reasonable cost of such, and [ii] to pay the costs incurred in adding to recreational facilities or Amenities. Such loans shall be at such interest rates and upon such repayment terms as the Board approves, provided the Association at a called-meeting may grant authorization that limits the authority of the Board in these matters. The Board is specifically authorized to borrow from the Declarant for payment of Common Area maintenance.

#### ARTICLE VIII ARCHITECTURAL REVIEW COMMITTEE

Section 1. Membership. There is hereby established an Architectural Review Committee whose members will be appointed by the Declarant. The Committee will consist of not more than three (3) members. Declarant will select the initial membership of the Committee. These initial members need not have any specific professional certification and may be representatives of the Declarant. In the event of future vacancies upon the committee, Declarant shall appoint successor members. Declarant may also appoint members to terms of limited duration or replace any or all members at intervals. By written notice to the Association, Declarant may delegate its power to appoint members of the Committee to the Association. The power to appoint members of the Committee shall automatically be transferred to the Association immediately following the issuance of a certificate of occupancy for the last remaining undeveloped Lot in the Subdivision.

Section 2. Duties and Powers. The Committee shall: (1) review and act upon proposals and plans submitted to it by Owners pursuant to the terms of this Declaration, (2) adopt Architectural and Site Guidelines, and (3) perform all other duties delegated to and imposed upon it by this Declaration.

Section 3. Architectural and Site Guidelines. The Committee may promulgate certain rules, guidelines and statements of policy which will be known as the "Architectural and Site Guidelines." At all times, the Committee shall maintain copies of the most recently adopted Architectural and Site Guidelines in writing so that copies are available, upon request, to all Owners. Said Guidelines may interpret and implement the provisions of this Declaration by detailing the standards and procedures for review, guidelines for building and site design, landscaping, lighting, parking, exterior materials which may be used, or are required, within the Subdivision. Such guidelines may be interpretations and expansions of, but not in contradiction to, the terms of this Declaration.

Any Architectural and Site Guidelines as well as such rules, guidelines and statements of policy as may be approved and adopted, from time to time, by the Committee as Architectural and Site Guidelines shall be deemed incorporated as a part of this Declaration.

Section 4. Rights of Inspection. Members and agents of the Architectural Review Committee, and the Declarant and its agents may, at any reasonable and safe time enter upon the Lot of an Owner for the purpose of inspecting the Improvements and site development and their compliance with Architectural and Site Guidelines.

Section 5. Variances. The Committee is hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration or the Architectural and Site Guidelines in order to overcome specific development problems or hardship caused by strict application of the provisions of either this Declaration or the Architectural and Site Guidelines. Such variances, however, must not materially injure any of the Property, Amenities or Improvements in the Subdivision and must be made in furtherance of the spirit and purpose of this Declaration.

Section 6. Limitation of Scope of Approval. Approval by the Committee of any Improvement or use for a designated Lot shall not be a waiver of the Committee's right to reject a similar or identical Improvement or use upon another Lot (or the same Lot at another time) if such Improvement or use is of a nature that it may be rejected under the terms of this Declaration or the Architectural and Site Guidelines. Similarly, in light of the purpose of this Declaration, approval by the Committee of any specific set of plans does not bind the Committee to approve an identical set of plans submitted at another time.

ARTICLE IX  
REVIEW PROCEDURES

Section 1. Meeting. The Committee may meet informally, by meeting, telephone, written communication, facsimile transmission or such other means as the members may agree upon and as may be sufficient to conscientiously, and fully, perform its duties.

Section 2. Materials to be Submitted for Site Plan Approval. Before initiating any construction, alteration of existing Improvements, grading or any site or structural work upon any Lot, the Owner must first submit construction, site and landscape plans plus such other materials as the Committee may request. At a minimum, the plans shall show in detail:

- (a) The grading work to be performed on the Lot;
- (b) The nature, materials and location of all Improvements including buildings, paving, plantings and screening;
- (c) Setback Distances; and
- (d) The location of Improvements on adjoining Lots.

The plans shall provide specific detailed information concerning (1) landscaping for the Lot, (2) exterior lighting and (3) a building elevation plan showing dimensions, materials and exterior color scheme.

Section 3. Approval Criteria. The Committee shall have the right to disapprove plans, specifications or details submitted to it for any of the following reasons:

- (a) The submission fails to comply with the terms of this Declaration or the Architectural and Site Guidelines;
- (b) Insufficient information or failure to provide detail reasonably requested by the Committee;
- (c) The submission fails to comply with the appropriate zoning ordinance or other Applicable Laws that may be in effect from time to time;
- (d) Objection to the grading plan for any of the Lot;
- (e) Objection to the color scheme, finish, proportions, style, height, bulk or appropriateness of any structures; or

- (f) The plans are not sealed by an engineer.

Section 4. Time for Review. Upon submission of all detail reasonably requested by the Committee (received in the office of Declarant or other office as designated by Declarant), the submitting Owner shall receive, in writing, the decision of the Committee within fifteen (15) business days. Failure of the Committee to render a written decision within fifteen (15) business days shall be deemed approval of the submission.

Section 5. Certification of Approval. Upon the request of Owner, the Committee shall confirm its approval of the Owner's plans by issuing a written letter or certificate describing the specific Lot and plans which have been approved, or by "stamping" the approved plans.

Section 6. Approval is not a Warranty. Approval of the plans submitted by any Owner or other party to the Committee shall not be construed as a certification or warranty, by either Declarant or the Committee, that (1) the plans meet with any minimum standards of suitability for use, (2) are acceptable under any Applicable Laws, (3) conform to any other standards of quality or safety or (4) describe Structures or development which would be safe, prudent or feasible. Neither Declarant, the Committee, nor any member thereof shall be liable for any damage, loss or prejudice suffered or claimed by any person on account of the approval or disapproval of any preliminary plans, plans, drawings or specifications, construction or performance of any work or the development of any Property within the Subdivision.

Section 7. Commencement of Work. Beginning with the approval of the Committee as described in this Article IX, the Owner or other parties submitting plans shall, as soon as practical, satisfy all conditions of the Committee and proceed with all approved work described in the plans and such other work as may be necessary for improvement of the Lot in accordance with this Declaration. Commencement of Construction must begin within one hundred eighty (180) days from the date of such approval or, the approval of the Committee shall lapse. The Committee may, at its discretion and upon the request of Owner, extend the one hundred eighty (180) day period for Commencement of Construction in the event that good cause is shown for such extension.

Section 10. Completion of Work. All Improvements upon the Lot, including alteration, construction and landscaping shall be completed within twelve (12) months after the Commencement of Construction upon the Lot. This time period may be extended in the event that work or completion is rendered impossible due to strikes, fires, national emergencies, force majeure or other supervening forces beyond the control of Owner, lessee, licensee, Occupant or their agents. Installation of large items of shrubbery or trees may be delayed beyond the 12 month completion period in order to plant during the best seasons for such plantings. Installation of sod and seeding of rear yards, shall, however, be completed within the 12 month period.



ARTICLE X  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

Section 1. Combination or Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise so as to reduce the total area of any Lot from the area designated on the aforesaid recorded map or plat, except by and with the written consent of the Declarant, or its successors or assigns, or by the written consent of two-thirds (2/3) of the then current Owners. However, an Owner may combine with a portion or all of another contiguous Lot so long as the parcel or parcels which result from such combination do not violate any zoning ordinance or other Applicable Law. In the event that two or more Lots are completely combined so as to create one parcel, the resulting parcel shall be considered as one Lot for the purposes of this Article X, but shall continue to be considered as two Lots for all other purposes (including voting and assessments). Furthermore, the Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements.

Section 2. Utility Easements. The Declarant hereby reserves easements for the installation and maintenance of utilities (electricity, sewer, water, gas, telephone, catv, street lights, etc.) and drainage facilities (including simple swales) over the front and rear twenty feet (20') of each Lot and fifteen feet (15') in width along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the construction and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The Owner of each Lot shall maintain that portion of the Lot lying within the easement areas and shall maintain any Improvements located thereon, except those Improvements installed and maintained by a public authority, utility company or the Association.

Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for driveways, road drainage, utility and signage installation purposes by the recording of appropriate instruments and such easements shall not be construed to invalidate any of these covenants.

Section 3. Entrance Monument Easement. Declarant hereby grants, establishes and reserves, for the benefit of Declarant and the Association, and their successors and assigns, a non-exclusive perpetual easement (the "Entrance Monument Easement") for the purpose of erecting and maintaining the Entrance Monument for the Subdivision on such portion of Lot 74 or Lot 98 as Declarant may hereafter designate.

Declarant or the Association shall have the right to enter, landscape and maintain the Entrance Monument Easement as an entryway to the Subdivision. Further, Declarant or the Association may erect and maintain one or more monuments, with an entrance sign

thereon and may erect and maintain lighting, planters and other Improvements typically used for an entryway.

Section 4. Stormwater Drainage Easement. Declarant hereby establishes and reserves over the Common Areas an easement for drainage of stormwater runoff from the Lots and Private Roads within the Subdivision.

Section 5. Residential Use of the Property. All Lots shall be used for residential non-commercial purposes only, and no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling unit with attached two-car (minimum) garage, and any necessary structure customarily incidental to such residential use. No garage constructed on any Lot shall be used for living quarters of any kind, either for guests, members of the family or domestic employees, and the construction or maintenance of "garage apartments" is expressly prohibited. No portion of any Lot or any dwelling thereon may be rented or leased except for a lease of the entire Lot and all of any dwelling thereon for a term of not less than three (3) months for use as a residence for a single-family unit. No mobile home, modular home or shell home may be erected or permitted to remain on any Lot.

Section 6. Minimum Square Footage. No one-story residential structure shall be erected or placed having a finished floor area of less than 2000 square feet; and no residential structure having more than one story shall be erected or placed having a finished floor area of less than 2200 square feet. No residential structure shall be built without an attached two-car (minimum) garage. The minimum finished floor areas herein referred to shall not include basement, attached or detached garages, unheated storage areas, carports or porches of any type, screened, open or otherwise. These restrictions are to be followed precisely and Declarant will accept no variance from such minimum requirements.

Section 7. Building Construction and Quality. All buildings and outbuildings erected upon any Lot shall be constructed of new material (excepting antique brick and the like) of good grade, quality and appearance and shall be constructed in a high quality, workmanlike manner. No residential structure shall be built with less than twenty percent (20%) of its front exterior surface area covered by brick or stone. No exterior surface of any building shall be of asbestos shingle siding, imitation brick or other roll siding, exposed concrete, cement blocks (unless "parquetted") or logs. The exterior surface of any garage or outbuilding erected on any Lot shall be architecturally compatible with, and of the same materials and general design as the exterior surface of the primary dwelling located on said Lot.

Section 8. Building Line Requirements. No building (including any stoops, porches or decks, whether attached or unattached) shall be located nearer to the front, side or rear lines than the building setback lines shown on the Map, if such lines are shown. In the event any zoning or subdivision ordinance, floodway regulation or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, than all

buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements.

Unintentional violations not exceeding ten percent (10%) of the minimum building line requirements herein set forth shall not be considered a violation of this Section.

Section 9. Temporary Structures. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, except that nothing herein shall prohibit Declarant from erecting or moving temporary buildings onto the Lots owned by Declarant, to be used for storage or construction or sales offices.

Section 10. Nuisance and Unsightly Materials. No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision. All security systems installed in residences in the Subdivision must have automatic reset mechanisms that limit any exterior noise to a reasonably appropriate length of time. Any residence with a security system that emits noise audible to the residents of adjoining Lots for more than a reasonably appropriate length of time shall be deemed a nuisance within the meaning of this section. No person may keep any animal or poultry upon any part of a Lot, except that any Owner then occupying a residence upon a Lot may keep customary household pets upon such Lot; provided, that such pets (i) are not kept, bred or maintained for any commercial purposes; (ii) that such pets are not kept in such numbers, or of such nature, or in such manner as to become a nuisance to the other Owners or residents of the Subdivision; and (iii) are not of a breed or type that has been identified or designated as "dangerous" or otherwise requires their owners to implement special precautionary measure under the provisions of any local animal control or other applicable law, regulation or ordinance.

Section 11. Maintenance of Lot. Each Owner shall keep his Lot in an orderly Condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty, including water or sewer casualties. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor the storage of any property or thing or the conducting of any activity that will be a nuisance or cause any noise that will disturb the peace and quiet of the residents of surrounding Lots, and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure, including during the construction period; provided, however, that the foregoing shall not be construed to prohibit temporary deposits, not in excess of three (3) days of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units.

Section 12. Signboards. No Signboard, billboard or advertising sign of any description shall be displayed upon or above any Lot with the exception of:

(a) One sign stating "For Sale", which sign shall not exceed two (2) feet by three (3) feet in dimensions, and shall refer only to the Lot on which displayed;

(b) The name of the resident of any Lot and the street address, the design of which shall be furnished to the Declarant upon request, and shall be subject to approval by the Declarant; and

(c) During construction of a dwelling, one (1) sign stating the name of the builder or contractor, which sign shall be not more than six (6) square feet. Provided, however, that the Declarant or designee shall be allowed to install project identification and directional signs as allowed under applicable sign zoning ordinances.

Section 13. Parking.

(a) No vehicles, trucks, vans, cars, trailers, construction equipment, etc. may be parked overnight on any street within the Property.

(b) Commercial-use vehicles, and trucks not involved with construction activity on the Property and with carrying capacity and/or size designation greater than three-fourths (3/4) ton, shall not be permitted to park overnight on the streets, driveways or otherwise on the Property, unless stored in an enclosed garage of a regular passenger car size. No vehicles that are not in a condition to be normally operated or that do not have a current registration tag may be stored or situated on any Lot for more than thirty (30) days unless stored in an enclosed garage.

(c) The owner of each Lot will be responsible for providing on each Lot sufficient paved parking area for all vehicles normally parked and/or situated on or in regard to such Lot.

(d) No recreational vehicles or related equipment, including any boat, houseboat, trailer, motor home, or camper vehicle may be maintained, stored or kept on any portion of the Property, except in enclosed garages or in an enclosure specifically approved for such maintenance or storage by the Architectural Review Committee.

(e) All vehicles must be parked so as not to impede traffic or damage vegetation.

(f) No construction office trailers may be placed, erected or allowed to remain on any Lot during construction, except as approved in writing by the Architectural Review Committee. Provided, however, that nothing herein shall prohibit Declarant from erecting or moving temporary buildings onto Lots owned by Declarant to be used as construction or sales offices. Other construction vehicles (trucks, vans, cars,

construction equipment, equipment trailers, etc.) may be left overnight on the Property (including any Lot or street) only in accordance with such rules as may be established by the Architectural Review Committee.

ARTICLE XI  
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, any Owner, or any other person, firm or corporation owning any interest in a Lot, shall have the right to enforce, by any proceeding at law or equity, all conditions, covenants and restrictions now or hereinafter imposed by the provisions of this Declaration. Any failure by such party to enforce any such covenant, condition or restriction 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, conditions or restrictions by judgment or court order shall in no way affect any of the other provisions not expressly held to be void, and such remaining provisions shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions and restrictions of this Declaration shall run with the land and bind the Owners of the Lots for a period of twenty-five (25) years from the date this Declaration is recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period, and at any time thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and by the Declarant, so long as the Declarant still owns any Lots. For the purpose of this Section, additions to initial property, as provided in Article II, Section 3, hereof, shall not be deemed an "Amendment." The reserved easements shall permanently run with the Lots.

IN WITNESS WHEREOF, the undersigned, have caused this instrument to be duly executed under seal on the day and year first above written.

Hood Road Development, LLC

By: Donald O. McGee  
Donald O. McGee, Manager

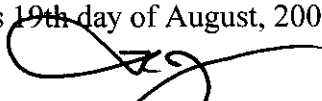
Executive Designer Homes, Inc.

By: Brian Harke  
Brian Harke, President

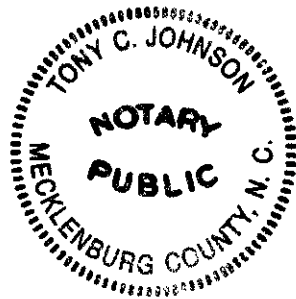
STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, a Notary Public for said County and State, do hereby certify that Donald O. McGee, either being personally known to me or proven by satisfactory evidence (said evidence being drivers license), who is Manager of Hood Road Development, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he is Manager of Hood Road Development, LLC and that as Manager being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this 19th day of August, 2008.

Notary Public:   
Print or type name: Tony C. Johnson

(Official Seal)

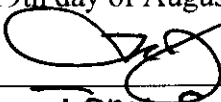


My Commission Expires: 02/25/13

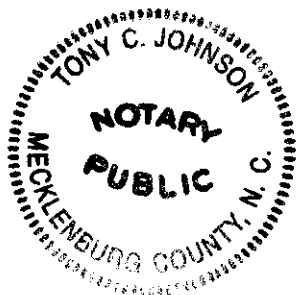
STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, a Notary Public for said County and State, do hereby certify that Brian Harke, either being personally known to me or proven by satisfactory evidence (said evidence being driver license), personally appeared before me this day and acknowledged that he is President of Executive Designer Homes, Inc., a corporation, and that he, as President, being authorized to do so, voluntarily executed the foregoing on behalf of the Corporation for the purposes stated therein.

WITNESS my hand and notarial seal, this 19th day of August, 2008.

Notary Public:   
Print or type name: Tony C. Johnson

(Official Seal)



My Commission Expires: 02/25/13