

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
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**DECLARATION OF CREATION OF VINEYARDS ON LAKE WYLIE,
A NORTH CAROLINA PLANNED COMMUNITY**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE
UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA.**

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.

**NOTE FOR TITLE ABTRACTOR: THIS DOCUMENT PROVIDES FOR THE PAYMENT OF
A CONTRIBUTION FEE UPON THE CONVEYANCE OR TRANSFER OF A LOT AND/OR
BOAT SLIP.**

Prepared By and Return To:

**Johnston, Allison & Hord, P.A., (JAP)
Box 50**

**DECLARATION OF CREATION OF VINEYARDS ON LAKE WYLIE,
A NORTH CAROLINA PLANNED COMMUNITY**

This Declaration of Creation of Vineyards on Lake Wylie (the "Declaration") is made _____, 2008, by D.R. HORTON, INC., a Delaware corporation, hereinafter referred to as the "Declarant." The Declarant states and declares as follows:

A. The Declarant is the owner of those tracts of land located in Mecklenburg County, North Carolina, and described in **Exhibit A** attached hereto and incorporated herein (the "Property").

B. The Declarant intends to subdivide the Property into residential lots, common areas, public rights-of-way and boat club facilities (which may be developed and operated by an unaffiliated third party), and to create from the Property and such additional land as may be subjected to this Declaration pursuant to Article X below, a planned community to be known as Vineyards on Lake Wylie (the "Community"); and

C. Declarant desires to protect and to promote the beneficial ownership, use and enjoyment of the residential lots, amenities and improvements within the Community and to this end desires to subject the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth and/or described.

THEREFORE, pursuant to Chapter 47F of the North Carolina General Statutes (the "Planned Community Act"), the Declarant hereby executes this Declaration to create the Community, and declares that henceforth all portions of the Property shall be held, owned, leased, transferred, sold, mortgaged and/or conveyed subject to the following terms, provisions, covenants, conditions, easements, restrictions, charges and liens, which shall run with the Property and which shall be binding upon all owners of any portion of the Property and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns and inure to the benefit of each owner of the Property or any part thereof.

Article I. Application of the North Carolina Planned Community Act.

The terms and provisions of the Planned Community Act, as the same shall be amended from time to time, shall apply to the Community.

Article II. Definitions.

The definitions set forth in North Carolina General Statutes § 47F-1-103 shall apply to this Declaration and are incorporated herein, except that the terms listed below shall have the specific meanings stated:

"Amenities" shall, if constructed, mean and refer to, collectively, a clubhouse, pool, dog park, tennis court, pocket parks, kayak and canoe dock, walking trails, chapel, boat ramp, boat and RV storage area, chapel and any other recreational center or similar facility located upon the Common Areas or other

lands adjacent to or near the Community and made available to Owners for recreational activities, which Amenities (if constructed) may be owned by Declarant or the Association. The pool amenity shall be available for the use of certain non-Owners as set forth herein. The Declarant shall have no obligation to construct the Amenities and may, in its sole discretion alter the Amenities shown on the Master Plan from time to time and may construct all, a portion or none of the Amenities.

“Annexation Declaration” shall mean an instrument recorded at the Mecklenburg County Registry that subjects additional land to this Declaration as set forth in Article X of this Declaration.

“Architectural Guidelines” shall mean the architectural, design and construction guidelines and review procedures adopted pursuant to Article V of this Declaration, as they may be amended from time to time.

“Articles of Incorporation” shall mean the Articles of Incorporations for Vineyards on Lake Wylie Homeowners Association, a North Carolina nonprofit corporation.

“Association” shall mean Vineyards on Lake Wylie Homeowners Association, a North Carolina non-profit corporation, its successors and assigns.

“Base Assessment” shall mean the assessment levied on all Lots subject to assessment under Article IX of this Declaration to fund common expenses, as determined in accordance with Article IX of this Declaration.

“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.

“Boat Slip Lease” or “Boat Slip Leases” shall have the same meaning as set forth in Section 4.10(a)(i) of this Declaration hereof.

“Boat Club” shall mean a company owned and managed by a third party unrelated to Declarant that will operate and provide certain marina services to the Owners pursuant to the terms of a separate agreement between the Boat Club and the Declarant or Association and that will own, operate and manage an exclusive boat club to which only Owners and contract purchasers of Lots may be members for a fee pursuant to the terms of an agreement between the Boat Club and such Owners and contract purchasers.

“Boat Club Lease” shall have the meaning as set forth in Section 4.10(a)(i).

“Boat Club Slips” shall have the meaning as set forth in Section 4.10(a)(i).

“Boat Slip Lots” shall mean and refer to those Lots in the Community which have, as an appurtenance to the Lot, an assigned Common Boat Slip in accordance with and as more particularly set forth in Section 4.10 of this Declaration.

“Boat Slip Maintenance and Operation Costs” shall have the meaning set forth in Section 4.10(b) of this Declaration.

“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” or “Common Areas” shall mean and refer to the Lake Access Areas (and other

similar areas used to access Common Boat Slips), Piers, Common Boat Slips, Parking Area(s), Street Lights and the Roadways, including sidewalks, drainage facilities and other improvements located therein (prior to their acceptance for maintenance by the North Carolina Department of Transportation or other governmental entity), the Amenities and any other property specifically shown and designated on any Recorded Document as "Common Area," "Common Open Area," "Common Open Space" or "COS" (or in the case of "Limited Common Areas," as defined below, one or more but less than all of the Owners). The Common Areas shall be owned by the Association (except as otherwise provided herein) or held in trust for the benefit of the Association for the common use, benefit and enjoyment of the Owners (or in the case of "Limited Common Areas," as defined below, one or more but less than all of the Owners). Provided, however, and notwithstanding any other provision in this paragraph or in this Declaration to the contrary, only the Owners of Boat Slip Lots and the Boat Club shall be entitled to the exclusive rights applicable to the use, benefit and enjoyment of the Lake Access Areas, Piers and Common Boat Slips, pursuant and subject to individual their rights under their respective Boat Slip Leases. The Declaration reserves the right, but not the obligation, to provide additional Common Areas within the Community.

"Common Boat Slip" or "Common Boat Slips" shall mean and refer to the boat slips located on the Piers which are leased to individual Owners pursuant to a Boat Slip Lease and the Boat Club Slips, together with any additional Common Boat Slips which Declarant may cause or permit to be constructed in accordance with the terms of Section 4.10 of this Declaration.

"Common Expense" shall mean and refer to the actual and estimated costs and expenses incurred, or anticipated to be incurred, by the Association in connection with the maintenance, repair, replacement and operation of Maintenance Areas and Common Areas, including but not limited to ad valorem taxes assessed on Common Areas, insurance premiums, all costs associated with the lease and operation of Street Lights (including but not limited to monthly lease payments and utility costs), legal, accounting and professional fees incurred by the Association in carrying out its duties set forth in this Declaration or the Bylaws, to maintain reserves, to maintain, repair, operate and, when necessary reconstruct, entryways to the Community, including signage, landscaping, irrigation, and lighting, to maintain, repair, operate and when necessary reconstruct Roadways until same are accepted by applicable governmental entities for public maintenance, fees associated with Systems, and association management fees. Provided, however, and notwithstanding any other provision in this paragraph or in this Declaration to the contrary, only the Owners of Boat Slip Lots and the Boat Club shall be obligated to pay for costs associated with the maintenance, repair, replacement, taxes, insurance and utilities related to the Common Boat Slips, Piers, and Lake Access Areas which such expenses shall be a Limited Common Expense.

"Community System(s)" or "System(s)" shall mean any or all of a central telecommunication receiving and distribution system (*e.g.*, cable television, high speed data/Internet/intranet services, and security monitoring), and its components, including associated infrastructure, equipment, hardware, and software, serving Vineyards at Lake Wylie.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community or the minimum standards established pursuant to the Architectural Guidelines, Rules and Regulations, and Board resolutions, whichever is the higher standard. Declarant shall initially establish such standard, which may involve both objective and subjective elements. The Community-Wide Standard shall evolve as the Community evolves.

"Declarant" shall mean D.R. Horton, Inc., a Delaware corporation, or any successor or assign designated as Declarant in a Recorded Document executed by the immediately preceding Declarant.

"Declarant Control Period" shall mean the period of time during which Declarant holds a fee interest or contractual right in any portion, however small, of the land described in **Exhibit A** and/or

Exhibit B attached hereto and incorporated herein.

“Declaration” shall mean this Declaration of Creation of Vineyards on Lake Wylie, a North Carolina planned community, and any amendments hereto or restatements hereof.

“Governing Documents” shall mean, collectively, this Declaration, any Annexation Declaration, any applicable Supplemental Declaration, the Articles of Incorporation, the Bylaws, the Architectural Guidelines, the Rules and Regulations, as the same may be amended from time to time.

“Lake” shall mean and refer to the certain body of water commonly known as Lake Wylie, located adjacent to the Community.

“Lake Access Areas” shall mean and refer to the portions of the Property designated as “Lake Access Area” (or the like) on any Recorded Document, to be used exclusively by Boat Slip Lot Owners and the Boat Club for purposes of providing pedestrian access to and from their assigned Common Boat Slips.

“Lot” or “Lots” shall mean any separate parcel of land within the Community designated for separate ownership or occupancy and residential use. The term shall include “Townhome Lots” and “Waterfront Lots” as defined below.

“Limited Common Area” shall mean a portion of the Common Area reserved for the exclusive use of one or more, but less than all, of the Lots. Limited Common Area shall include any Townhome Common Area, any Lake Access Areas, Common Boat Slips, Piers, and other Limited Common Areas designated by Declarant in a Supplemental Declaration.

“Limited Common Expense” shall mean the actual and estimated expenses incurred or anticipated to be incurred by the Association in connection with the maintenance, repair, replacement and operation of the Limited Common Areas including but not limited to ad valorem taxes, insurance premiums, utilities, legal, accounting and professional fees incurred by the Association in connection with carrying out its duties set forth in this Declaration as to Limited Common Areas, and any reasonable reserves. Provided, however, and notwithstanding any other provision in this paragraph or in this Declaration to the contrary, only the Owners of Lots to which a Limited Common Area is appurtenant shall be obligated to pay for Limited Common Expenses applicable to such Owners respective Limited Common Areas.

“Limited Common Area Assessment” shall refer to assessments levied on Lots subject to assessments under Article IX to fund Limited Common Area Expenses for the benefit of one (1) or more but less than all of the Lots which have exclusive use or primary benefits from Limited Common Areas.

“Maintenance Areas” shall mean and refer to areas located within easements along or adjacent to or within medians within Amos Smith Road and Old Dowd Road including but not limited to sidewalks, bike trails, street lights, landscaping, entrance monumentation, and irrigation along, adjacent to or within Amos Smith Road and Old Dowd Road.

“Master Plan” shall mean the master land-use plan for the development of the Community approved by Mecklenburg County as it may be amended from time to time. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration or obligate Declarant to develop the Community in accordance with the Master Plan or prevent Declarant from changing the Master Plan from time to time, or annexing land to or withdrawing land from, the Community.

"Member" shall mean and refer to every person or entity entitled to membership in the Association as provided in Article III below.

"Mortgage" shall mean a deed of trust recorded at the Mecklenburg County Registry that is a lien against any Lot. "Mortgagee" shall refer to a beneficiary or holder of a Mortgage. A "First Mortgage" shall be a Mortgage having priority over all other Mortgages encumbering a Lot. "First Mortgagee" shall refer to a beneficiary or holder of a First Mortgage.

"Neighborhood" shall mean any area or areas within the Community designated by a Supplemental Declaration to be a distinct or separate residential area within the Community, the residents of which will share or have in common expenses, interests, concerns, responsibilities, needs or uses not shared by or common to all residents within the Community.

"Neighborhood Assessments" shall mean assessments levied in accordance with Section 9.4 below.

"Neighborhood Expenses" shall mean the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Neighborhood or Neighborhoods, which may include reasonable reserves for capital repairs and replacements and reasonable administrative charges, as may be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

"Non-Boat Slip Lots" shall mean and refer to those Lots in the Community which do not have as an appurtenance thereto an assigned Common Boat Slip.

"Owner" shall mean and refer to an owner of record of a fee simple interest in any Lot, including contract sellers, but excluding those having an interest only as security for the performance of an obligation. There may be more than one Owner of any single Lot.

"Parking Areas" shall mean and refer to the parking lot or lots which may be constructed over certain portions of the Common Area(s) for the common use, benefit and enjoyment of the Owners, their families, guests and invitees.

"Person" or "Persons" shall mean an individual, a corporation, a partnership, a trustee, or any other legal entity.

"Pier" or "Piers" shall mean and refer to the pier or piers containing the Common Boat Slips, which Declarant may construct and which may be constructed in phases, in and over the waters of the Lake.

"Ranch Lot" shall mean any Lot designated as a "Ranch Lot" in a Supplemental Declaration for which the Association shall be responsible for providing certain exterior maintenance, pursuant to Section 6.5 below.

"Recorded Document" shall mean any document, including any map or plat of survey, recorded at the Office of the Register of Deeds of Mecklenburg County, North Carolina.

"Roadways" shall mean and refer to the roads, streets, entranceways and cul-de-sacs in the Community, as shown on the Recorded Documents, and any other roads, streets, entranceways and cul-de-sacs on the Property, all to be privately maintained by the Association until accepted for maintenance by the North Carolina Department of Transportation or other governmental entity, as set forth herein.

“Rules and Regulations” shall mean the initial rules and regulations for use and occupancy of the Lots and the Common Area set forth in **Exhibit C**, as they may be supplemented, modified, restated or superseded pursuant to Article IV below.

“Special Assessments” shall mean assessments levied in accordance with Section 9.2 below.

“Specific Assessments” shall mean assessments levied in accordance with Section 9.3 below.

“Street Lights” shall mean and refer to those certain street lights which may be constructed upon, along and/or over the rights-of-way of the Roadways, Parking Area(s) (if any), Maintenance Areas and Common Areas.

“Supplemental Declaration” shall mean any declaration of covenants, conditions and/or restrictions that Declarant may file at the Mecklenburg County Registry subsequently to filing this Declaration, which shall apply only to a particular area or areas within the Community. Such Supplemental Declaration may impose a separate set of restrictive covenants on a particular area or areas within the Community; establish separate, sub-associations for a particular area or areas within the Community; or supplement, change, amend or supersede the terms and provisions of this Declaration as necessary to accommodate differences between the plan of the development for the subject property and the plan of the development for the rest of the Community.

“Townhome Building” shall mean any building comprised of residences located upon Townhome Lots.

“Townhome Common Area” shall mean that portion of the Common Area located within the Townhome Property and intended to be used exclusively by Owners of Townhome Lots.

“Townhome Expenses” shall mean actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the exclusive benefit of Owners of Townhome Lots.

“Townhome Lot” or “Townhome Lots” shall mean any Lot or Lots designated for construction and maintenance of a townhome residence.

“Townhome Property” shall mean any portion of the Property that Declarant shall designate for development and subdivision into Townhome Lots and Townhome Common Area.

“Waterfront Lots” shall mean, if and when the applicable property is made subject to this Declaration, those Lots adjacent to the Lake and which are designated as having Lake access on any Annexation or Supplemental Declaration.

Article III. Vineyards on Lake Wylie Homeowners Association.

Every person or entity who is an owner of a fee or undivided fee simple interest in any of the Lots shall be a Member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and shall not be separated from such ownership. The Association shall be organized and governed by the Bylaws and as follows:

3.1. Purposes. The purposes of the Association shall be:

- a. To maintain and preserve Common Areas and Maintenance Areas as set forth in Article VI;

- b. To enforce the provisions of the Governing Documents;
- c. To perform all duties and functions allotted to owner's associations pursuant to Article 3 of the Planned Community Act;
- d. To promote and to protect the enjoyment and beneficial use and ownership of the Lots;
and
- e. To promulgate and enforce the Rules and Regulations and administrative rules and regulations for use of the Common Area.

3.2. Powers and Responsibilities. The Association shall have all powers and responsibilities and shall perform all duties and functions allotted to owner's associations by Article 3 of the Planned Community Act, the terms and provisions of which are incorporated herein. The Association shall also have all rights and powers and shall perform all duties and functions that may be assigned to it by Declarant pursuant to this Declaration.

3.3. Voting Rights and Meetings. On matters of Association business submitted to vote of the membership, there shall be two classes of membership:

Class A. Every person who is an Owner, with the exception of the Declarant, shall be a Class A Member. Class A Members shall be entitled to one (1) vote per Lot. No more than one vote per Lot may be cast by Class A Members, regardless of the number of Owners of a given Lot.

Class B. The Declarant shall be the sole Class B Member. Class B membership shall be a full voting membership and, during its existence, the Class B Member shall be entitled to vote on all matters or issues before or considered by the Association. The Class B Member shall be entitled to one (1) vote for each Lot it owns, plus one (1) vote for each Lot owned by a Person other than the Declarant. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (i) the date that all the Lots in the Community have been conveyed by the Declarant to other Owners; (ii) the surrender by the Declarant of the right to appoint or remove any officer of the Association or member of the Board by a Recorded Document executed by the Declarant; or (iii) the expiration of Declarant's rights to appoint or remove any officer of the Association or member of the Board pursuant to Article XI below.

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

3.4 Bylaws. The initial Board shall enact and adopt all and any Bylaws that they deem necessary for the operation of the Association, which Bylaws shall be binding upon all Members, their Mortgagees, lessees, agents and invitees.

3.5 Availability of Documents. The Association shall maintain current copies of the Declaration, the Bylaws and other rules concerning the Community as well as its own books, records, and financial statements available for inspection by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

3.6 Management Contracts. The Association is authorized and empowered to engage the services

of any person, firm or corporation to act as management agent of the Association at a compensation level to be established by the Board and to perform all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days prior written notice to the manager without payment of a termination fee.

3.7 Liability Limitations. Neither Declarant, nor any Association Member, nor the Board, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Association Member, whether or not such other Association Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

Article IV. Use and Occupancy of Lots and Common Areas.

11.1. Fundamental Restriction on Use.

The Lots and Common Area shall be used for residential and related purposes only, subject to and consistent with the Governing Documents, including the Rules and Regulations; provided that Declarant and/or the Association may maintain a business or management office within the Community, and provided that Declarant and/or any brokers or builders approved by Declarant may maintain information centers, model homes and sales offices and construction offices within the Community and provided further that Declarant and/or the Association may designate space in certain Common Areas out of which the Boat Club may operate. Notwithstanding the above, home business use ancillary to the primary residential use of a Lot is permitted, subject to the Rules and Regulations and all applicable laws and ordinances of governmental authorities.

11.2. Fundamental Restriction on Occupancy.

All occupants of a single Lot shall be members of a single housekeeping unit. For purposes of this Declaration, a single housekeeping unit is defined as one person or two or more individuals living together sharing household responsibilities and activities which may include, sharing expenses, chores eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other. The number of occupants on each Lot shall also be reasonably limited by the Lot's size and facilities, by a policy against disproportionate use of the Common Areas, and by local, state or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling.

11.3. Additional Restrictions on Use and Occupancy of Lots.

Use and occupancy of all Lots shall be restricted as follows:

4.3.1 Completion of Construction. Other than in connection with Declarant's development and construction activities, once construction of any structure located within the Community is begun, it must be prosecuted diligently and must be completed within thirty (30) days of its commencement, unless otherwise specified in the notice of approval or otherwise approved in writing by Declarant or, after the termination of the Declarant Control Period, the Board.

4.3.2 Subdivision of Lots. No dwelling shall be erected on less than one Lot and no Lot shall be subdivided; however, owners of adjoining Lots may adjust a common boundary line, provided that the adjustment conforms in all respects with all applicable governmental regulations and ordinances, and with this Declaration. Provided, however, Declarant reserves the right to change the size, boundaries or dimensions of any Lot owned by Declarant for any reason.

4.3.3 Signs and Flags. No signs of any kind shall be displayed to public view on any Lot. This provision shall not apply to marketing or informational signs placed on any Lot by Declarant. This provision shall not apply to signs used to advertise a Lot for sale or rent, provided that no such sign shall be larger than 18" x 24" and subject to the Rules and Regulations. Placement and display of political signs and flags on any Lot shall be subject to the Rules and Regulations.

4.3.4 Refuse Storage. All trash, garbage and refuse stored outside of a dwelling shall be stored in a solidly screened, enclosed, covered receptacle out of view from any street or any other Lot. Garbage receptacles may be placed at the curb at the front of each Lot the night before its scheduled pick up and must be returned to the screened enclosure within twenty-four (24) hours after the scheduled pick up.

4.3.5 Storage of Building Materials. No lumber, brick, stone, cinder block, concrete block, cement or other materials used for building purposes shall be stored upon any Lot longer than fifteen (15) days following the completion of the construction in which they were used.

4.3.6 Temporary Structures. No temporary structures such as sheds shall be erected or placed on a Lot without the written approval of the Declarant or the Association. Such structures, if permitted, may be used only during periods of construction, and never as a residence.

4.3.7 Parking and Vehicle (Including Boat) Storage. Only licensed and operative vehicles, classified as passenger cars, station wagons, passenger pick-up trucks or passenger vans may be regularly parked in driveways. No vehicle will be permitted to park regularly on any Roadway within the Community. Recreational vehicles must be screened from view. No vehicle located on a Lot may be used as a dwelling, even temporarily. 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 Community, except in enclosed garages or in an enclosure specifically approved for such maintenance or storage by the ARC or designated as such by Declarant on any Recorded Document.

4.3.8 Offensive Activities Prohibited. No noxious or offensive activity shall be conducted upon any Lot or Common Area, nor shall anything be conducted thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or to the occupants of any Lot.

4.3.9 Underground Utilities. All utility lines serving structures located on Lots shall be placed underground.

4.3.10 Fences and Walls. No fence or wall (including densely planted hedges, rows, or similar landscape barriers) shall be placed, erected, or installed upon any Ranch Lot except for black aluminum or steel fencing, 48" in height, substantially similar to **Exhibit D** attached hereto, which has been

approved in writing in advance by the ARC. In the event a fence is installed upon any Ranch Lot, such Ranch Lot shall be required to maintain the portion of its yard which the fence is surrounding and around the fencing, including related irrigation, notwithstanding any yard maintenance services and irrigation provided to the other Ranch Lots. No fences or walls may be constructed on any other Lot without first obtaining the prior written approval of the ARC and subject to the Architectural Guidelines.

4.3.11 Mobile Homes, Manufactured Housing and Houseboats. No mobile home, trailer or manufactured housing shall be located on any Lot. No boat (including a houseboat), whether existing on a Lot or docked in the Lake may at any time be used as a residence.

4.3.12 Use of Bodies of Water; Boat Dock Licenses. No boat docks, decks, rafts or similar structures or improvements shall be permitted on or near the lakes, ponds, streams, or other bodies of water within the Community, except as specifically set forth herein or in any other Governing Documents. No Owner of any Lot shall do or permit to be done any action or activity which could result in the pollution of the lakes, ponds, streams, or other bodies of water within the Community, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper lake management or otherwise impair or interfere with the use of the lakes, ponds, streams, or other bodies of water within the Community for drainage and related purposes for the benefit of the Community.

Notwithstanding anything to the contrary contained herein, the Owners of Waterfront Lots will be allowed to construct one (1) pier within the Lake adjacent to such Waterfront Lot upon the terms and conditions set forth herein and in accordance with the applicable provisions of the Architectural Guidelines, provided that such Waterfront Lot is not located in an area where the narrowness of a cove precludes construction of a boat dock as determined by Duke Energy Corporation, its successors or assigns, and/or any governmental entity having jurisdiction at the time such improvement is to be constructed. The placement, construction, and use of any boat dock within the Lake is and shall be subject to each of the following:

- (i) the size, style and location of the boat dock and any cover or canopy shall be approved by the ARC as provided in Article V herein;
- (ii) the plans for the boat dock shall comply with the boat dock specifications (including the specifications for any cover or canopy) set forth in the Architectural Guidelines as provided in Article V herein;
- (iii) the Owner shall obtain any and all municipal or other approvals required for construction of a boat dock, including but not limited to any necessary approval or permit from any Duke Energy Corporation, its successors or assigns, and/or any governmental entity having jurisdiction (Duke Energy Corporation controls access to, and the use and level of, the waters of Lake Wylie. All Owners, the Association, and the Declarant must receive a permit from Duke Energy Corporation [or a successor manager of Lake Wylie, under authority from the Federal Energy Regulatory Commission] prior to any construction or alterations therein); and the Owner shall submit copies of any and all such municipal or other approvals to the ARC along with the Owner's application for approval of the boat dock by the ARC;
- (iv) the Owner shall obtain and maintain any and all necessary licenses from Duke Energy Corporation, its successors and assigns, and/or any governmental entity having jurisdiction at the time for the right to use Lake Wylie and the underlying submerged land (the "Lake Use License"), and the Owner shall submit copies of the

Lake Use License to the ARC along with the Owner's application for approval of the boat dock by the ARC;

- (v) no boat or any attachment on any boat and no watercraft or any attachment on any watercraft docked at a boat dock shall exceed thirty-five (35) feet in length and no sailboat shall be docked at a boat dock;
- (vi) each boat dock shall only hold the number of watercraft (i.e., boat, jet ski, or other type of watercraft) for the personal, recreational use of such Owner which is permitted by Duke Energy Corporation, its successors or assigns, and/or any governmental entity having jurisdiction, applicable laws, rules and regulations, and the Rules and Regulations;
- (vii) no boat dock shall be constructed by Waterfront Lot Owners outside the area approved by the ARC and no boat docked at a boat dock shall be located outside the boat dock area approved by the ARC;
- (viii) no alterations, modifications or changes shall be made to any boat dock unless approved in advance by the ARC as provided in Article V herein and approved in advanced by Duke Energy Corporation, its successors or assigns, and/or any governmental entity having jurisdiction;
- (ix) no boat dock shall be rented, leased or otherwise used for remuneration except in connection with the lease of the Waterfront Lot to which the boat dock is appurtenant, which leases shall be in writing, shall be for a term of not less than one (1) year and which shall specify that use of the dock is subject to the Governing Documents;
- (x) Owner's rights to use such boat dock shall be subject to the terms and conditions contained in the Governing Documents, the Lake Use License, and the rules and regulations, privileges and easements affecting the waters of Lake Wylie and the submerged land of the Lake Wylie as established by Duke Energy Corporation, its successors and assigns, and/or any governmental entity having jurisdiction at the time such improvement is to be constructed; and
- (xi) ALL WATERFRONT LOT OWNERS, BY PURCHASING PROPERTY SUBJECT TO THIS DECLARATION, ACKNOWLEDGE THAT THEY SHALL BE RESPONSIBLE FOR OBTAINING (AND FOR CONDUCTING ALL REQUIRED ACTIVITIES, INCLUDING ANY DREDGING, NECESSARY IN CONNECTION WITH OBTAINING) ANY PERMIT, LICENSE OR LEASE ALLOWING FOR THE CONSTRUCTIONS AND USE OF ANY PIER, DOCK, BOAT SLIP STRUCTURE OR OTHER SIMILAR IMPROVEMENT WITHIN OR UPON THE WATERS OF THE LAKE AND THAT SUCH PERMIT, LICENSE OR LEASE SHALL BE LIMITED IN DURATION, AND NEITHER DECLARANT, NOR THE ASSOCIATION, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR AFFILIATES OF EITHER OF THEM, SHALL HAVE ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY RELATED TO ANY SUCH PERMIT, LICENSE OR LEASE.
- (xii) Marine Toilets. No water craft equipped with a marine toilet having a fixed or portable holding tank shall be permitted at any Waterfront Lot Owners' docks or

piers or the Piers or Common Boat Slips. In addition, no water craft shall be moored at any Waterfront Lot Owners' docks or piers or the Piers or Common Boat Slips if equipped with a through hull or overboard discharge toilet which has not been certified by the United States Coast Guard as an approved marine sanitation device.

4.3.13 Screening. Except for boats, jet skis or other watercraft which are stored at an approved boat dock as provided under Section 4.3.12 above, boats, boat trailers, jet skis or other watercraft, campers, satellite dishes, antennae, clotheslines, pet enclosures and the like shall not be located on a Lot so as to be visible from any Roadway or any other Lot.

4.3.14 Boat Ramp. No boat ramps of any kind shall be permitted on any Lot, and no boat shall be placed in (or removed from) the waters of the Lake from any Lot; provided, however, small watercraft such as canoes, dinghies, and jet skis may be launched from any Lot if launched without a ramp. All other watercraft shall be launched at a public boat ramp outside the Community, or at a boat ramp (if any) located within the Common Area. Finally, all boats shall be refueled and maintained at a public boat ramp outside the Community, or within a portion of the Common Area designated by the Declarant or Association for boat maintenance and/or refueling.

4.3.15 Bulk Rate Service Agreements. The Association may enter into contracts, including bulk rate service agreements, with providers of Community Systems components and other utilities and with other Persons for the maintenance, management, administration, upgrading, modification and operation of the Systems and utilities. The Association's expenses in connection with any such bulk rate contracts shall be a Common Expense to be included in the Base Assessment; provided, if particular or additional services or benefits are provided to particular Lots, the Owner(s) benefitting from the services shall pay the service provider directly for such services, or the Association may assess the costs as a Specific Assessment.

The terms of any Association contract for Community Systems or other utilities may obligate individual Owners or occupants to execute subscription agreements or other contracts directly with the Persons providing components or services prior to gaining access to the System or utility, or in the alternative, the Association may execute a subscription agreement or contract on behalf of all Owners. Such subscription agreements or other contracts may contain terms and conditions relating to use and access to the Community Systems or utility which, if violated by the Owner or occupant of a Lot, may result in services to such Owner's or occupant's Lot being terminated by the System or utility provider or by the Association. The termination of service for such a violation shall not relieve the Owner of the continuing obligation to pay that portion of assessments or other Association charges pertaining to the Community Systems or common utilities.

The Association shall have no obligation to utilize any particular provider or providers; provided, except for cause (as defined under a written agreement with the provider), the Association may not, without Declarant's consent, terminate or refuse to renew any contract entered into during the Declarant Control Period.

11.4. Rules and Regulations

In addition to the restrictions stated in this Declaration, which may be modified or rescinded only by an amendment to this Declaration, use and occupancy of the Lots and Common Area shall be subject to the Rules and Regulations, which are intended to govern day-to-day use and occupancy of the Lots and Common Areas. The initial Rules and Regulations for the Community are set forth in **Exhibit C** attached hereto and incorporated herein. In order to adapt and respond to changing or unforeseen circumstances affecting the Community, the Declarant, the Association and the Owners must have the ability to change

the Rules and Regulations in an expedited and inexpensive manner. Accordingly, the Rules and Regulations may be amended, supplemented and/or rescinded and restated as set forth in this Section 4.4 without the recording of any amendment of this Declaration.

11.4.1. Declarant's Authority. During the Declarant Control Period, the Declarant shall have the unilateral right to amend, supplement and/or rescind and restate the Rules and Regulations, without prior notice to the Association or to other Owners; provided that no such action by Declarant may have a materially adverse effect on title to or marketability of any Lot.

11.4.2. Board Authority. The Board may amend, supplement and/or rescind and restate the Rules and Regulations. The Board shall send notice by mail to all Members concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. The Board's decision on such action shall be final, subject only to subsection 4.4.1 above.

11.4.3. Members' Authority. Members representing more than Fifty (50%) percent of the total votes in the Association, at an Association meeting duly called for such purpose, may amend, supplement and/or rescind and restate the Rules and Regulations.

11.4.4. Conflicts. Nothing in this Article shall authorize the Board to modify, repeal or expand the Architectural Guidelines or any provision of this Declaration. In the event of a conflict between the Architectural Guidelines and the Rules and Regulations, the Architectural Guidelines shall control. In the event of a conflict between this Declaration and the Rules and Regulations, this Declaration shall control.

4.5. Limitations. The right and ability of the Declarant and the Board to amend, supplement or restate the Rules and Regulations shall be limited as follows:

4.5.1. Displays. The rights of Owners to display religious and holiday signs, symbols and decorations inside structures on their Lots of the kinds normally displayed in single-family residential neighborhoods shall not be abridged, but no such display may violate the Community-Wide Standard or violate any other provision of this Declaration.

4.5.2. Activities Within Dwellings. No rule established pursuant to this Article shall interfere with the activities carried on within the confines of dwellings, except that the Association may restrict or prohibit any activities that create costs for the Association or other Owners, that create a danger to the health or safety of others, that generate excessive noise, traffic or use of parking facilities, that create unsightly conditions visible outside the dwelling or that otherwise violate the provisions of this Declaration or any applicable governmental law, ordinance or regulation.

4.5.3. Alienation. No rule promulgated pursuant to this Section shall prohibit leasing or transfer of any Lot or require consent of the Association or Board for leasing or transfer of any Lot; however, the Association may require that all leases be in writing and for a minimum lease term of six (6) months and otherwise regulate the leasing of Lots.

4.5.4. Abridging Existing Rights. No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule and which was in compliance with all rules previously in force. This limitation shall apply only for the duration of such Owner's ownership of the Lot personally, and this right shall not run with title to any Lot.

The limitations stated in this subsection 4.5.4 shall not apply to amendments to this Declaration.

4.6 Common Area Administrative Rules.

The Board may promulgate and enforce administrative rules and regulations governing use of the Common Areas without notice to the Members or any hearing. Examples of such administrative rules and regulations shall include, but not be limited to, setting hours of operation of a facility within the Community, allocating or reserving use of a facility by particular groups or individuals at particular times, and/or establishing fees for such reserved or exclusive use.

4.7 Notice to Purchasers and Mortgagees.

All prospective purchasers and mortgagees are given notice that use of the Lots and the Common Area is restricted and governed by the Rules and Regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Purchaser, by acceptance of a deed, acknowledges and agrees that the use, enjoyment and marketability of his or her Lot shall be affected by the Rules and Regulations which may change from time to time, and that the current Rules and Regulations may not be set forth in a Recorded Document. **Take notice that the Declarant or the Association may have changed the initial Rules and Regulations since the recording of this Declaration.** The Association shall provide a copy of the current Rules and Regulations to any prospective purchaser Member or Mortgagee upon written request and payment of the reasonable cost of such copy.

4.8 Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot (including any Common Boat Slip) and all applicable governmental requirements or restrictions relative to the constructions of improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied within regard to the Lots (including any Common Boat Slip). Each Owner shall comply with all laws, regulations, ordinances and other governmental rules and restrictions in regard to the Lot(s) and such Owner's Common Boat Slip, if applicable, or other portion of the Property owned by such Owner (including, without limitation, applicable zoning and watershed laws, rules, regulations and ordinances).

4.9 Occupants Bound. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of a dwelling on a Lot even though such occupants are not specifically mentioned.

4.10. Piers and Common Boat Slips. Subject to and contingent upon the approval of the Federal Energy Regulatory Commission, Duke Energy Corporation and any other regulatory body having jurisdiction, Declarant and the Association shall have the exclusive right to construct some or all of the Piers and Common Boat Slips (including all improvements located thereon), in the approximate locations shown on Recorded Documents or as otherwise shown in any Supplemental Declaration or other document which may be filed pursuant to the provisions of this Declaration. Neither Declarant nor the Association shall construct more Common Boat Slips than are approved by Duke Energy Corporation, or its successors and assigns, pursuant to Declarant's boat slip permit request for the Community.

(a) Following the construction of the Piers and Common Boat Slips as set forth above, Common Boat Slips shall be leased by Declarant to a third party for the use and operation of the Boat Club and to the Owners of certain Lots and transferred among Owners as follows:

(i) Pursuant to that certain boat slip lease form provided by Declarant (the "Boat Slip Lease"), Declarant shall lease one (1) Common Boat Slip to the Owner of each Boat Slip Lot (for purposes of allowing such Owner to dock only one (1) boat at such Boat Slip on a first come, first served bases and designated in a memorandum of lease filed with the Mecklenburg County Registry or in

the deed from Declarant to the Owner of the Owner's Lot). Each Boat Slip Lease (relative to a Common Boat Slip that is not a Boat Club Slip) shall be appurtenant to and may not be separated from the ownership of the applicable Boat Slip Lot. Notwithstanding the foregoing or anything in this Declaration to the Contrary, Declarant and/or the Association may lease up to 15 Common Boat Slips (the "Boat Club Slips") to the Boat Club pursuant to the terms of a separate agreement between Declarant and/or Association and the Boat Club (the "Boat Club Lease"). Such Boat Club Slips shall be designated in a memorandum of lease filed in the Mecklenburg County Registry and may be leased in phases as Common Boat Slips and Piers are constructed. The Boat Club Slips shall be only for the use of members of the Boat Club pursuant to the terms of each membership agreement between the Boat Club and an Owner for the provision of marina boat club services. Only Owners and contract purchasers of a Lot shall be eligible to be members of the Boat Club.

(ii) The Lot to which a Boat Slip Lease is entered into as an appurtenance shall thereafter be a Boat Slip Lot subject to the provisions of subparagraph 4.10(a)(iii) below. Once entered into between Declarant and the Boat Slip Lot Owner, the relevant Boat Slip Lease shall not be separated from the ownership of the Boat Slip Lot to which it is appurtenant, but, rather, shall run with the title to such Boat Slip Lot unless and until such Boat Slip Lease is assigned by the Boat Slip Lot Owner to another Lot Owner in accordance with subparagraph 4.10(a)(iii). In this regard, provided the applicable Boat Slip Lease has not been previously assigned in accordance with subparagraph 4.10(a)(iii), any conveyance by a Boat Slip Lot Owner of its ownership interest in a Boat Slip Lot shall automatically assign to the transferee of such ownership interest all rights and duties of said Boat Slip Lot Owner under the Boat Slip Lease; provided, however, in such event, the Boat Slip Lot Owner and the transferee of the Boat Slip Lot Owner's ownership interest in the Boat Slip Lot shall immediately execute and record an instrument in the Mecklenburg County Public Registry sufficient to provide record evidence of such assignment (a filed copy of which instrument shall be provided to Declarant, as lessor, and the Association following recordation). Any deed of trust, mortgage or other encumbrance of a Boat Slip Lot shall also encumber the Boat Slip Lease appurtenant thereto, even if not expressly included therein. Provided, however, no mortgagee, trustee or other person claiming by, through or under any instrument creating any such encumbrance shall by virtue thereof acquire any greater rights in the relevant Common Boat Slip than the Boat Slip Lot Owner may have under the Boat Slip Lease at the time of such encumbrance; and provided further, such deed of trust, mortgage or other instrument of encumbrance, and the indebtedness secured thereby, shall at all times be and remain subordinate and subject to all of the terms and conditions of the Boat Slip Lease and to all of the rights of Declarant (as lessor) thereunder. Any successor to a Boat Slip Lot Owner's interest in a Boat Slip Lease, whether such interest is acquired by sale, assignment, foreclosure, deed in lieu of foreclosure, power of sale, execution or otherwise, shall take such interest subject to all of the terms, covenants, conditions, duties, and obligations of such Boat Slip Lot Owner under the Boat Slip Lease, shall be deemed to have attorned to Declarant (as lessor) and shall execute an attornment agreement upon the request of Declarant (as lessor).

(iii) Except for Boat Club Slips (the assignment of which is governed by the terms of the Boat Club Lease), any Boat Slip Lease may be assigned by the relevant Owner only to an Owner of a Non-Boat Slip Lot. Upon such assignment, the Boat Slip Lot Owner and the assignee of such Boat Slip Lot Owner's interest in the Boat Slip Lease shall immediately execute and record an instrument in the Mecklenburg County Public Registry (a filed copy of which shall be provided to Declarant, as lessor, and the Association) sufficient to provide record evidence of such assignment. Following such assignment, the assignor's Boat Slip Lot shall automatically cease to be a Boat Slip Lot and the assignee's Non-Boat Slip Lot shall thereafter be a Boat Slip Lot (until further assignment of said assignee's lease rights), in which case the relevant Boat Slip Lease shall then run with the title to such Boat Slip Lot as set forth in subparagraph 4.10(a)(ii). No Boat Slip Lease shall be separated from the ownership of any Boat Slip Lot and assigned to anyone or any entity other than another Owner in accordance with this subparagraph 4.10(a)(iii) and the Declaration. Subject to the foregoing, a Boat Slip Owner shall include

in any lease of such Owner's Boat Slip Lot the right to use the Boat Slip associated with such Boat Slip Lot. Any agreement between an Owner of a Boat Slip Lot and a tenant of such Lot (a) shall be in writing; (b) shall provide that it is in all respect subject to the provisions of the master lease from Duke Energy Corporation; and (c) shall not be for a period of less than one (1) year. However, the failure of any agreement to so provide shall not excuse any person from complying with the provisions of the master lease from Duke Energy Corporation and the Governing Documents. In the event that an Owner rents his or her Boat Slip Lot, such Owner shall immediately give to the Association, in writing, the following:

- (iv) The name of the tenant;
- (v) Identification of the Boat Slip Lot and the Boat Slip leased;
- (vi) The current address of such tenant;
- (vii) A true and complete copy of the rental agreement; and

(viii) The certification of the Owner that the tenant has been given a copy of the master lease from Duke Energy Corporation and the Governing Documents and that such tenant has been advised of any obligations he or she may have thereunder as to the use of the Boat Slip.

(b) The Association shall repair and maintain the Piers, Common Boat Slips and Lake Access Areas. The Association's maintenance obligations as to each Pier and the Common Boat Slips within the Pier and Lake Access Areas serving the Pier shall arise upon the completion of the Pier and related improvements, or any portion thereof, and the commencement of Limited Common Area Assessments against the Boat Slip Lots. Notwithstanding the foregoing, a Boat Slip Lot Owner and the Boat Club shall maintain his, her or its Common Boat Slip in good condition and repair, free of trash and other refuse at the Boat Slip Lot Owner's and Boat Club's sole cost and expense. Each Boat Slip Lot Owner's and the Boat Club's proportionate share of the Limited Common Expenses applicable to the Piers, Common Boat Slips and Lake Access Areas shall be calculated based on the number of Common Boat Slips being leased by such Boat Slip Lot Owner and Boat Club within such Pier bears to the total number of Common Boat Slips within such Pier. Limited Common Expenses applicable to the Piers, Common Boat Slips and Lake Access Areas shall include the rent and any other costs and expenses payable to Duke Energy Corporation under the master lease for same. Notwithstanding the foregoing, in the event any Boat Slip Lot Owner(s) and/or the Boat Club fail in any of the duties or responsibilities of such Boat Slip Lot Owner(s) and/or the Boat Club as set forth in this subparagraph 4.10(b), then the Board of Directors and Declarant, either jointly or severally, may give such Boat Slip Lot Owner(s) and/or the Boat Club written notice of such failure and such Boat Slip Lot Owner(s) and/or the Boat Club, within ten (10) days after receiving such notice (which notice shall be deemed to have been received on the first business day after such notice is deposited in an official depository of the United States mail, addressed to the party(ies) to whom it is intended to be delivered, and sent by certified mail, return receipt requested), must cure any failure to perform the duties and responsibilities of such Boat Slip Lot Owner(s) and/or the Boat Club as described in this subparagraph 4.10(b). Should any such Boat Slip Lot Owner(s) and/or the Boat Club fail to fulfill this duty and responsibility within such ten (10) day period, then the Association, acting through its authorized agent or agents, or Declarant (so long as it owns any portion of the Property), acting through its authorized agent or agents, either jointly or severally, shall have the right and power to enter onto the applicable Pier and perform such duties and/or responsibilities without any liability for damages for wrongful entry, trespass or otherwise to any Person. The Boat Slip Lot Owner(s) and/or the Boat Club for whom such duties and/or responsibilities are performed shall be liable for the cost of such performance, together with interest on the amounts expended by the Association or Declarant in connection with same computed at the highest lawful rate as shall be permitted by law from the date(s) such amounts are expended until repayment to the Association or

Declarant, as the case may be, and for all costs and expenses incurred in seeking the compliance of such Boat Slip Lot Owner(s) and/or the Boat Club with the duties and responsibilities hereunder, and such Boat Slip Lot Owner(s) and/or the Boat Club shall reimburse the Association or Declarant, as the case may be, on demand for such costs and expenses (including interest as above provided). If such Boat Slip Lot Owner(s) shall fail to reimburse the Association or Declarant, as the case may be, within thirty (30) days after the mailing to such Boat Slip Lot Owner(s) of statement(s) of such costs and expenses, then, without limitation of any other rights of the Association or Declarant, the Association may impose a Special Individual Assessment against such Boat Slip Lot Owner(s). If the Boat Club shall fail to reimburse the Association or Declarant, as the case may be, within thirty (30) days after the mailing to the Boat Club of a statement of such costs and expenses, then the Association and/or Declarant may exercise its rights under the Boat Club Lease.

(c) Declarant shall have the right to use Common Boat Slips not leased to another Owner or the Boat Club and shall have the obligations to pay its prorata share of the applicable Boat Slip Maintenance and Operation Costs relative to any Common Boat Slips constructed by Declarant and not leased to another Owner or the Boat Club. In addition, notwithstanding any term or provision herein to the contrary, Declarant shall have the right to lease to any third party not owning a Lot (including the Boat Club) any Common Boat Slip which has not theretofore been leased to an Owner or the Boat Club, pursuant to terms and conditions specified by Declarant. At Declarant's option, Declarant shall be entitled to assign all rights and duties of Declarant under any Boat Slip Lease and/or the Duke Lease (as defined below) to any person or entity, including, without limitation, the Association, whereupon Declarant shall have no further rights, duties, obligations or liabilities thereunder.

(d) Except as expressly provided in subparagraph (c) above, in the event that a Pier contains a Common Boat Slip which has not been leased as an appurtenance to a Boat Slip Lot or to the Boat Club, said Common Boat Slip may be retained by Declarant and the Association for the common use and enjoyment of only the Owners of Boat Slip Lots, their families, guests and invitees, for the purpose of temporarily docking boats, and said Common Boat Slip may not be used by the public and/or such Common Boat Slips may be leased by Declarant and/or the association to the Boat Club pursuant to the terms of a separate lease agreement. Except as approved in writing by Declarant, no boat or other recreational vehicle shall be permitted to remain overnight in any unleased Common Boat Slip.

The use of the Piers and Common Boat Slips is and shall be subject to each of the following:

- (i) Rules and regulations for use promulgated by Declarant and/or the Association;
 - (ii) All laws, statutes, ordinances and regulations of all federal, state and local governmental bodies having jurisdiction thereon;
 - (iii) Rules and regulations for use established by Duke Energy Corporation, its successors and assigns; and
 - (iv) The terms and provisions of that certain Lease Agreement between Duke Energy Corporation and Declarant (the "Duke Lease") pertaining to the lease of the lake beds underlying the Common Boat Slips (a copy of said Duke Lease is attached to the Boat Slip Lease form).
- (e) The Board of Directors, pursuant to the Bylaws, shall adopt rules and regulations governing the maintenance, operation and use of the Piers and Common Boat Slips and the

personal conduct thereon of the Members owning Boat Slip Lots (including but not limited to the members of the Boat Club) and their families, guests, tenants and invitees.

(f) Except as expressly provided in subparagraph (c) above, Piers may only be used by Owners of Boat Slip Lots, their families, guests and invitees. Except as expressly provided in subparagraph (c) and (d) above, each Common Boat Slip may only be used by the Owner(s) of the Boat Slip Lot to which such Common Boat Slip is appurtenant, their families, guests, tenants and invitees.

(g) Notwithstanding anything herein to the contrary, the boat ramp which may be constructed on Common Area and within the waters of the Lake shall be Common Area for use by all Owners and the Boat Club subject to Rules and Regulations.

(h) Notwithstanding anything herein to the contrary, the canoe dock which may be constructed in and over the waters of the Lake shall be Common Area for use by all Owners and the Boat Club for the purpose of launching non-motorized water craft such as canoes and kayaks. No such watercraft may be stored or permanently docked at such canoe dock. The use of the canoe dock shall be subject to Rules and Regulations. Declarant and/or the Association may designate an area within Common Area for Owners and/or the Boat Club to store non-motorized watercraft.

(i) The successful maintenance of a Boat Slip is greatly dependent on the volume of the Lake. Each Owner realizes that there is a risk that the water level may drop precipitously at any time for reasons beyond the control of Declarant, the Association and the Owner. By way of example and not limitation, a drought might cause the level of water to drop to or beyond the point where the Boat Slip is no longer in the water and/or access to the main body of the Lake is impeded. Owner acknowledges that Declarant and/or the Association has made no representation or warranty whatsoever, expressed or implied, with reference to (i) the level of water in the Lake, or (ii) the Owner's ability to use the Lake for boating or other recreational uses, all of which are controlled by the Federal Energy Regulatory Commission, Duke Energy Corporation and any other regulatory body having jurisdiction over the Lake.

(j) In order to protect the quality and reputation of the Piers and the Community as a residential community, no boat or watercraft shall be brought or kept within the Piers or any Boat Slip unless it is first approved by the Association to size, appearance, seaworthiness and safety. In this regard, the Association shall have the right to require in advance a recent photograph and description of the boat or watercraft, proof of its ownership and registration, and such other information as the Association considers appropriate under the circumstances. The Association shall have the right to require an Owner to remove an unauthorized boat upon three (3) days notice to such Owner. In the event of an emergency, the Association shall have the right to remove the unauthorized boat and charge the Owner for all costs associated therewith. The Association shall have no liability to an Owner as a result of the Association's exercise of its rights hereunder.

4.11 Boat Club. Declarant may lease portions of the Amenities such as office area in the club house and areas within the dry dock boat storage area, together with a right to use Parking Areas, the common area boat ramp and the canoe/kayak dock (in addition to the Boat Club Slips) to the Boat Club to operate the Boat Club and to provide Owners with other marina and boating services pursuant to the terms of a marina services agreement between the Boat Club and the Declarant, for the benefit of the Association, and/or the Association.

4.12 Pool Amenity. Declarant and/or the Association may offer a special membership in order to permit certain non-Owners (owners of certain property lying west of the Vineyards and south of the railroad tracts that lie along the northern boundary of portions of the Property) to use the pool Amenity

(but not any other Amenity) as may be required in order to comply with that certain PUD zoning applicable to the Property. Declarant and/or the Association may charge a fee for such special memberships and subject such memberships to reasonable rules and regulations. The holder of any such special membership shall not be deemed a "Member" or "Owner" under this Declaration.

Article V. Architecture and Landscaping

5.1. General.

No structure or thing, including but not limited to fences and boat docks, shall be placed, erected, or installed upon or adjacent to any Lot and no improvements or other work (including staking, clearing, excavation, grading, and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place on such Lot except pursuant to approval and in compliance with this Article and the Architectural Guidelines. In addition to any standards established pursuant to this Declaration, Declarant may establish, by Supplemental or Annexation Declaration, architectural and landscaping control standards, guidelines and restrictions in regulation and to various phases or sections of the Property.

Any Owner may remodel, paint, or redecorate the interior of a dwelling located on his or her Lot without approval; provided that modifications to the interior of a dwelling visible from outside the structure shall be subject to approval.

Any improvements constructed on or adjacent to any Lot shall be designed by and built in accordance with the plans and specifications of a licensed architect unless otherwise approved by Declarant or its designee in its sole discretion.

This Article shall not apply to Declarant's activities or to the Association's activities during the Declarant Control Period.

5.2. Architectural Review.

5.2.1. By Declarant. Each Owner, by accepting a deed or other instrument conveying any legal or equitable interest in a Lot, acknowledges that, as the developer and owner of real estate in the vicinity of and within the Community, Declarant has a substantial interest in the quality and appearance of improvements within the Community, and in determining that they enhance Declarant's reputation as a developer and do not impair Declarant's ability to market, sell, or lease its property. Therefore, no Owner shall commence any activity within the scope of this Article on his or her Lot unless and until Declarant or its designee has given its prior written approval for such activity, which approval may be granted or withheld in Declarant's or its designee's sole discretion.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue or as long as Declarant owns any portion of the real property described in **Exhibit A** or **B** or has the right to expand the Community pursuant to Section 10.1, unless earlier terminated by Declarant by a Recorded Document.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to any other Person or committee. Any such delegation shall be in

writing, specifying the scope of responsibilities delegated, and shall be subject to (a) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (b) Declarant's right to veto any decision which Declarant determines, in its sole and exclusive discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of any other Person or committee shall be limited to such matters as are specifically delegated to it by Declarant.

5.2.2. Architectural Review Committee. Upon delegation by Declarant or upon expiration of the Declarant Control Period, the Association, acting through an architectural review committee ("ARC") appointed by the Board, shall assume jurisdiction over architectural matters. The ARC shall consist of at least three, but not more than seven, Persons who shall serve and may be removed and replaced in the Board's discretion. The members of the ARC need not be representatives of Members, and may, but need not, include architects, engineers, or similar professionals, whose compensation, if any, the Board shall establish from time to time.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Association or expiration of the Declarant Control Period, the Association shall have no jurisdiction over architectural matters.

5.3 Reviewer. For purposes of this Article, the committee or entity having jurisdiction over architectural matters in a particular case shall be referred to as the "Reviewer." The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals.

5.4 Guidelines and Procedures.

5.4.1 Architectural Guidelines. Declarant may prepare Architectural Guidelines applicable to Lots which may contain general provisions applicable to all Lots as well as specific provisions which vary among the Lots according to location, Neighborhood, use, or other factors. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer in considering applications hereunder. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee approval of any application. Further, the Architectural Guidelines may be more restrictive than guidelines followed by Mecklenburg County or as set forth in the International Builder's Code.

Declarant shall have sole and full authority to amend the Architectural Guidelines as long as it owns any portion of the real property described in **Exhibit A** or **B** or has a right to expand the Community pursuant to Section 10.1, notwithstanding a delegation of reviewing authority, unless Declarant also delegates the power to amend the Architectural Guidelines. Upon termination or delegation of Declarant's right to amend, the ARC shall have the authority to amend the Architectural Guidelines with the Board's consent. Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

The Association shall maintain a copy of the Architectural Guidelines, as they may exist from time to time, and shall make them available to Members or Owners for inspection and copying upon reasonable notice during the Association's business hours. In Declarant's discretion, such Architectural Guidelines may be recorded at the Mecklenburg County Registry, in which event the recorded version,

as it may be amended, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

5.4.2 Procedures. Except as the Architectural Guidelines otherwise specifically provide, no activity described in Section 5.1 shall commence on any Lot until an application for approval has been submitted to and approved by the Reviewer. Such application shall include plans and specifications showing site layout, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Architectural Guidelines and the Reviewer may require the submission of such additional information as deemed necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based solely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability or attractiveness of particular improvements. Subject to Declarant's veto power described below, the Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment. Such determinations shall not be subject to review so long as they are made in good faith and in accordance with the procedures described in this Article.

The Reviewer shall make a determination on each application within thirty (30) days after receipt of a completed application and all required information. The Reviewer may (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; (c) disapprove the application; or (d) request further or additional information. The Reviewer may, but shall not be obligated to, specify the reasons for any objections or offer suggestions for curing any objections.

Until expiration of Declarant's rights under this Article, the ARC shall notify Declarant in writing within three business days after the ARC has approved an application. The notice shall be accompanied by a copy of the application and any additional information which Declarant may require. Declarant shall have Ten (10) days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the ARC and the applicant.

In any event, the Reviewer shall notify the applicant in writing of a final determination within forty-five (45) days after its receipt of a completed application and all required information. In the event that the Reviewer fails to respond in a timely manner, approval shall be deemed to have been given, subject to Declarant's veto right. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Guidelines unless the Reviewer has granted a variance pursuant to Section 5.5.

Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing construction of any proposed improvements. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within thirty (30) days of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be

subject to enforcement action by the Association, Declarant, or any aggrieved Member.

The Reviewer may by resolution exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

5.5 No Waiver of Future Approvals.

Each Owner acknowledges that the Persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans, or in connection with any other matter requiring approval, shall not constitute a binding precedent in any other matter or waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

5.6 Variances.

Upon submission of a written request for same, the Reviewer may, from time to time, in its sole discretion, authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. Written requests for variances shall be deemed to be disapproved in the event the ARC has not expressly and in writing approved such request within thirty (30) business days of the submission of such request. No member of the ARC shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the ARC's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder or under any Annexation or Supplemental Declaration against any other Owner.

5.7 Limitation of Liability.

The standards and procedures this Article establishes are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Community; they do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on aesthetic considerations only. The Reviewer shall not bear any responsibility for ensuring (a) the structural integrity or soundness of approved construction or modifications, (b) compliance with building codes and other governmental requirements, (c) that Lots are of comparable quality, value, size, or of similar design, aesthetically pleasing, or otherwise acceptable to neighboring property owners, (d) that views from any other Lots or the Common Area are protected, or (e) that no defects exist in approved construction.

Declarant, the Association, the Board, any committee, or any member of any of the foregoing shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the actions, inaction, integrity, financial

condition, or quality of work of any contractor or its subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Association shall defend and indemnify the Board, the ARC, and any members thereof as provided in the Bylaws.

5.8 Certificate of Compliance.

Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that such Owner's Lot has no known violations of this Article or the Architectural Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall stop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

5.9 View Impairment.

Neither Declarant nor the Association guarantee or represent that any view over and across any portion of the Community or any adjacent property will be preserved without impairment. Any additions or changes, whether occurring in the course of developing or maintaining the Community, may diminish or obstruct any view from Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

5.10 Enforcement.

5.10.1. It is Declarant's intent that the architectural control provisions of this Declaration and any Annexation or Supplemental Declarations are to permit control of the architectural design and landscaping and to establish quality standards for construction and construction activity in the Community and to help preserve values of properties in the Community. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners of property in the Community and to Declarant, and to the values of their respective properties in the Community, a monetary measure of which harm and damage would be difficult to establish. Accordingly, the Declarant, prior to the expiration of the Declarant Control Period, and thereafter the Association shall have the specific right (but not the obligation) to enforce and/or to prevent any violation of the provisions contained in this Article V by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Declarant hereby specifically reserves and grants unto the Architectural Control Committee, the board and any agent or member thereof, the right of entry and inspection upon any portion of the Property for the purpose of determination by the Architectural Control Committee or the Board whether there exists any construction of any improvement which violates the terms of any approval by the ARC, the terms of the Architectural Guidelines, the terms of this Declaration or any Annexation and Supplemental Declaration, or the terms of any amendments hereto or thereto.

5.10.2. As to nonconforming or unapproved improvements that Declarant, during the Declarant Control Period, and the Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvements) if such improvements were commenced or constructed in violation of this Article. In addition, the Association may, but has no obligation to, cause such restoration, demolition and removal to be performed and to levy the amount of the cost thereof as a Specific Assessment against the Lot, or portion of the Property upon which such improvements were commenced or constructed. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, to remove any unapproved

improvement or otherwise to remedy a violation of the Architectural Guidelines, the Association shall be entitled to recover court costs, attorneys' fees and expenses incurred by the Declarant, Association and/or the ARC, as applicable in connection therewith, which costs, fees and expenses may be levied as a Specific Assessment against the Lot or other portion of the Property upon which such improvements was commenced or constructed.

5.10.3. Notices and Disclaimers as to Community Systems. Any Community System and its providers, managers and operators may be subject to federal, state or municipal regulations, laws and ordinances. Such regulations, laws and ordinances may have a significant impact on certain aspects of the system including, but not limited to, the fees charged, the method of delivery, the rights of the system users, as well as the rights of the system providers or operators. These regulations and their impacts are beyond the Declarant's and Association's control.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, neither Declarant nor its successors or assigns shall in any manner be liable for, and no Community System user shall be entitled to a refund, rebate, discount or offset in applicable fees for, any interruption in Community Systems services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

Each Owner acknowledges and agrees that the Association, by virtue of contractual relationships with Community Systems providers, may gain access to information relating to individual use of the Community Systems, including account and content information. In recognition of this fact, each Owner waives any privacy rights he or she may have in such information and any claims against the Association, the Board and Declarant relating to the acquisition of such information. Further, each Owner acknowledges and agrees that the acquisition of such information by the Association shall not create any duty on the part of the Association or Declarant to any Person to act in any manner with respect to such information.

Notwithstanding the above or any other provisions in this Declaration, there is no guarantee or representation that any particular Community System will be made available.

Article VI. Maintenance and Repair

6.1 General All areas within the Property and all areas covered by easements or licenses owned or held by the Association, including but not limited to the Maintenance Areas and Common Areas, shall be maintained to the Community-Wide Standard, and to all other standards stated in this Declaration, any Supplemental Declaration and the Bylaws, Rules and Regulations of the Association. The Association and the individual Owners shall be responsible for such maintenance, as provided in this Article VI.

6.2 Association Responsibility. Prior to their acceptance for public maintenance, the Roadways shall be maintained by the Association, provided that the Declarant, in its sole discretion, has the right to reimburse the Association for maintenance costs until the Roadways are accepted for maintenance by the North Carolina Department of Transportation or other governmental entity. Such maintenance shall include repair and reconstruction, when necessary. Maintenance of the Roadways shall conform to the standard of maintenance (if one is ascertainable) which would be required by the North Carolina Department of Transportation or other governmental entity before it would accept such Roadways for maintenance.

The Common Areas and Maintenance Areas together with all utilities, easements and amenities located therein and not otherwise maintained by public entities or utilities or any other party as provided herein, shall be maintained by the Association as more particularly described below:

- 6.2.1. Maintenance of the entryways to the Community shall include maintenance, repair and reconstruction, when necessary, of the entrance monument(s), signage, irrigation, planters and lighting located thereon and providing and paying for landscaping, utility charges for irrigation and lighting of the entrance monuments and signage located thereon.
- 6.2.2. Maintenance of the Parking Area(s) (if any) shall include repair, maintenance and reconstruction, when necessary, of the pavement and payment of the costs of lighting.
- 6.2.3. Maintenance of the Piers and Common Boat Slips, shall include the maintenance, repair and reconstruction, when necessary, of the Piers and Common Boat Slips, including all lighting, water lines and other fixtures, wire, railings and other facilities located thereon, and providing and paying for utility charges therefore all in accordance with Section 4.10(b) of this Declaration.
- 6.2.4. To the extent not maintained by the North Carolina Department of Transportation or other governmental entity, as the case may be, the Association shall maintain or cause to be maintained the swales and medians and associated landscaping and related improvements along and within the Roadways.
- 6.2.5. The Common Areas and Maintenance Areas shall be clean and free from debris and maintained in a safe and orderly condition, together with the landscaping thereon (if any), in accordance with the highest standards for first-class residential developments located in the Charlotte, North Carolina, metropolitan area, including any removal and replacement of any landscaping, utilities, or improvements located thereon.
- 6.2.6. Maintenance of the Lake Access Areas and other similar Common Areas used to access Common Boat Slips shall be limited to maintaining the paths constructed thereon (if any) in passable condition for pedestrian use, and in accordance with the construction standards and materials as the original paths constructed by Declarant (if any), reasonable wear and tear excepted. The costs of such maintenance shall be a Limited Common Expense payable by the Boat Slip Owners and Boat Club as a Limited Common Area Assessment. Owners of Lots which abut Lake Access Areas and/or other similar Common Areas used to access Common Boat Slips shall not block, impede access over or place or construct any fence or other natural or artificial barricade or impediment over all or any portion of such areas.
- 6.2.7. Maintenance of all amenity areas shall include maintenance, repair and replacement, where necessary of all improvements within such areas, including but not limited to clubhouse, pool, playground equipment and landscaping, lighting, irrigation and other utility charges associated therewith.
- 6.2.8. Maintenance of Ranch Lots as set forth in Section 6.5 and maintenance of Townhome Lots pursuant to a Supplemental Declaration.
- 6.2.9. Except as specifically set forth in this Declaration or any Supplemental Declaration, the Association shall not be responsible for the maintenance of any Lot or any portion of

any Lot or the improvements within the boundaries thereof, including, without limitation, any dwelling unit or any dock, pier or boat slip located adjacent to any Waterfront Lot. The Owners of such Lots shall be solely responsible for same.

6.3 Owner's Responsibility. Except as provided in subsection 6.5 below, each Owner shall maintain his or her Lot and all unimproved Common Area along the boundaries of his or her Lot (e.g., area between lot line and curb). Each Owner shall maintain all landscaping, paving, structures and improvements of any nature whatsoever located on or adjacent to his or her Lot. Each Owner's maintenance of his or her Lot, structures and improvements on or adjacent to his or her Lot, and adjoining, unimproved Common Area shall include but not be limited to:

- a. Keeping the area free and clear of all litter, trash, refuse and wastes;
- b. Mowing lawns on a regular basis;
- c. Pruning trees and shrubs;
- d. Watering lawns;
- e. Keeping exterior lighting and mechanical facilities in working order;
- f. Keeping lawn and garden areas alive;
- g. Removing and replacing any dead plant material;
- h. Keeping vacant land well maintained and free of trash and weeds;
- i. Keeping parking areas and driveways in good repair;
- j. Keeping any boat dock located adjacent to any Waterfront Lot maintained and in good repair;
- k. Complying with all governmental health and police requirements;
- l. Repainting of all structures; and
- m. Repair of exterior damage to all structures.

6.4 Association's Right to Perform Owner's Responsibility. If any Owner or occupant of a Lot fails to perform any of the duties or responsibilities set forth in this Article, then the Association or Declarant may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, 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 Declarant or 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 or the Declarant in performing such work computed at the rate of twelve percent (12.00%) per annum from the date(s) such amounts are expended until repaid to the Association or the Declarant, as the case may be, and for all costs and expenses incurred in seeking the compliance of such Owner with his or her duties and responsibilities hereunder, and shall reimburse the

Association or the Declarant, 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 or the Declarant, as the case may be, within thirty (30) days after mailing to such Owner of a statement for such costs and expenses incurred by the Association or Declarant, 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 IX below.

6.5 Exterior Maintenance of Ranch Lots. The Association shall provide exterior yard and lawn maintenance to each Ranch Lot in the Community and provide common irrigation to the front and rear yards of each Ranch Lot in the Community. In order to enable the Association to accomplish the foregoing, a perpetual easement in gross over all the Ranch Lots and Common Area is hereby granted to the Association for the purpose of unobstructed access over and upon each Ranch Lot and Common Area at all reasonable times to perform maintenance as provided in this Article. In the event that the need for maintenance or repair by the Association pursuant to this subsection is caused through the willful or negligent act of any Owner, his or her family, guests, invitees or delegates, the cost of such maintenance and repair shall be assessed against the Lot(s) of such Owner(s) as a Specific Assessment pursuant to subsection 6.4 above, and may be collected by the Association as provided in Article IX below.

6.6 Cost of Maintenance. All other costs of the Association in meeting its responsibilities pursuant to this Section shall be Common Expenses.

Article VII. Insurance.

7.1 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 coverages as are reasonably available.

a. Blanket property insurance for all insurable improvements on the Common Area (other than Townhome Common Areas) 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 improvements under current building ordinances and codes. The Association shall be deemed trustee of all Members' 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 on the Common Area (other than Townhome Common Areas). Coverage shall include, without limitation, liability for personal injuries and activities in connection with the ownership, operation, maintenance, and other use of the Common Area (other than Townhome Common Areas). 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, Declarant, any property manager, the Association, the Board, the officers of the Association, the ARC, and their respective representatives, members, agents, and employees with respect to any liability arising out of the maintenance or use of the Common Area (other than Townhome Common Areas).

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

d. Directors' and officers' liability coverage.

e. Commercial crime insurance, including fidelity insurance covering all persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-quarter of the annual Base Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

f. Such additional insurance as the Board, in its business judgment determines advisable.

7.2 Premiums for all insurance shall be Common Expenses unless the Board reasonably determines that other treatment of the premiums is more appropriate; provided, however, the portion of such premiums attributable to the insurance carried in connection with the operation and use of the Piers, Common Boat Slips, and Lake Access Areas and all improvements located therein shall be a Limited Common Expense charged to and collected from the Boat Slip Lot Owners as a Limited Common Area Assessment and from the Boat Club pursuant to the provisions of the Boat Club Lease and this Declaration. The Association shall include such premiums in the assessments it levies. The Board shall review the limits of all Association insurance policies at least once a year and shall adjust the policy limits as the Board deems necessary or appropriate.

7.3 The Association shall arrange for a periodic review of the sufficiency of its insurance coverage by one or more qualified persons, at least one of whom must be familiar with replacement costs in the Mecklenburg County area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

7.4 The policies may provide for a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense 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 IX below.

7.5 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 Members);

c. not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

d. contain an inflation guard endorsement;

e. include an agreed amount endorsement, if the policy contains a coinsurance clause;

f. 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 a Member in the Association (provided, this provision shall not be construed as giving any Owner any interest in the Common Area other than that of a Member);

g. include an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer conditioning recovery on account of an act or omission of any one or more Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

h. include an endorsement precluding the insurer from denying a claim by an Owner or conditioning recovery under the policy based upon or due to the negligent acts or omissions of the Association or any other Owner.

7.6 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 (other than Townhome Common Areas) 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 30 days' prior written notice to the Association of any cancellation, substantial modification or non-renewal

7.7 The Association or the Declarant shall not be liable in any manner for the safekeeping of or liable for any damage or loss to any boat or other personal property belonging to or used by any Owner or his or her family, guests, or invitees, located on or used in Lake Wylie, any Common Areas or other areas within the Community. Each Owner shall be solely responsible for all such boats and other personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase, at such Owner's sole cost and expense, of any liability or other insurance for damage to or loss of such property. By virtue of taking title to a Lot within the Community, each Owner acknowledges that neither the Association nor Declarant has any obligation to provide any insurance for any portion of such Owner's Lot or any improvement or other property located thereon or adjacent thereto, including a boat dock. Every Boat Slip Lot Owner and the Boat Club shall submit to the Association a certificate of insurance showing proof of boat liability insurance coverage at the time of initiating the use of the Piers or Common Boat Slips.

Article VIII. Repair and Reconstruction of Association Property.

The Association shall have the authority and the duty to repair or reconstruct Common Area or other property which the Association is obligated to insure ("Insured Property") that is damaged or destroyed unless such repair or reconstruction would be illegal under any state or local ordinance governing health or safety, or Members representing at least eighty percent (80%) percent of the total vote of the Association vote not to repair or reconstruct unless such area is a Limited Common Area in which case acting on at least 80% of the total vote of those Members having a right to the Limited Common Area.

Except as otherwise provided in this Section, the Board shall diligently pursue to completion the repair or reconstruction of that part of the Insured Property damaged or destroyed. The Association may take all necessary or appropriate action to affect such repair or reconstruction. Such repair or reconstruction shall be in accordance with the original plans and specifications unless other plans are approved by the Board.

The proceeds of any insurance collected shall be available to the Association for the purpose of

repair or reconstruction of Insured Property. If the proceeds of insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, then the Board, pursuant to Article IX may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction. The insurance proceeds held by the Association and the amounts of any such Special Assessments shall constitute a fund for the payment for costs of repair or reconstruction after casualty. If a balance exists after payment of all costs of such repair or reconstruction at the election of the Board, such balance shall be either (i) distributed to the Owners of the Lots in proportion to the contributions made by each Owner to the Association or (ii) retained by the Association as part of the general reserve fund for repair and replacement of the Common Areas.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the Association shall clear the affected property of all debris and ruins and thereafter shall maintain such improvements in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The cost of removal and landscaping shall be paid for with insurance proceeds. The Association shall retain the remaining proceeds in its general or other funds or shall allocate or distribute such funds as the Board determines appropriate, provided any such distribution of insurance proceeds shall be proportionate to the Members' interests.

Article IX. Association Finances

9.1 Budgeting and Allocating Common Expenses.

Until the Association first levies assessments, Declarant shall be responsible for all Common Expenses. Thereafter, assessments for Common Expenses shall be levied at least annually in accordance with this Article.

At least Sixty (60) days before the beginning of each fiscal year, the Board shall prepare and approve a budget of the estimated Common Expenses for the coming year. The budget shall include any contributions to be made to a reserve fund for repair and replacement of capital assets, based on a separate reserve budget which takes into account the number and nature of replaceable assets, the expected life of each asset and each asset's expected repair or replacement cost. The budget shall reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots and the amount to be generated through the levy of Base Assessments, Specific Assessments and Special Assessments against the Lots, as authorized in Article IX. The Association shall send written notice of the amount of the regular annual Base Assessment, the regular annual Limited Common Area Assessment and a summary of the proposed budget, as well as the amount of payment due, to each Owner within thirty (30) days after the adoption by the Board of such budget. To the extent required by North Carolina General Statute 47F-3-103(c) or other applicable law, such notice shall include notice of a meeting of the Members to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. If such a meeting is required by North Carolina General Statute 47F-3-103(c), or other applicable law, the Board shall set a date for a meeting of the Members to consider ratification of the budget to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary and notice. If such meeting is required as set forth above, there shall be no requirement that a quorum be present at the meeting. If the proposed budget to be voted on at any such meeting increases the assessments by less than twenty percent (20%) or equal to twenty percent (20%) from those assessed during the previous calendar year, the budget is ratified unless at such meeting all of the Members in the Association reject the budget as to the Base Assessment and all of the Members of Lots having a right to use the Limited Common Areas as to the Limited Common Area Assessment. If the

proposed budget to be voted upon at any such meeting exceeds limits set forth in the foregoing sentence, the budget is ratified unless at such meeting all of the Members in the Association reject the budget. The failure of the Association to send, or of a Member to receive, such notice shall not relieve any Member of the obligation to pay assessments

The Association is hereby authorized to levy Base Assessments equally against all Lots subject to assessment to fund the Common Expenses; provided, however, the Limited Common Area Assessment shall be levied equally against all Lots having a right to use the applicable Limited Common Area. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Base Assessment and/or Limited Common Area Assessment for any fiscal year by paying any deficit between the Common Expenses and/or Limited Common Expenses and Association funds collected pursuant to the current year's budget, or any portion of any such deficit (in addition to any amounts paid by Declarant under Section 9.7), which may be a contribution, an advance against future assessments due from Declarant or a loan, in Declarant's discretion. Any such deficit payment shall be disclosed as a line item in the income portion of the budget. Payment of such deficit, or portion thereof, in any year shall not obligate Declarant to continue payment of such deficit in future years, unless otherwise provided in a written agreement between the Association and Declarant.

9.2 Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted including but not limited to the reconstruction, repair or replacement of Common Areas and improvements thereon. Any such Special Assessment may be levied against the entire membership. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of a majority of the Board and the consent of Declarant during the Declarant Control Period. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.3 Specific Assessments.

The Board shall have the power to levy Specific Assessments against a particular Lot as follows:

a. to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which the Association may offer (which might include the services listed in Section 6.3); and

b. 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 and including fines, penalties and other charges imposed on a particular Owner relative to such Owner's failure to comply with the terms and provisions of the Declaration; provided, the Board shall give the Lot Owner prior written notice and, if required by the Planned Community Act, this Declaration or the Bylaws, an opportunity for a hearing before levying any Specific Assessment under this subsection 9.3(b).

Declarant shall not be obligated to pay any Specific Assessments except with Declarant's prior

approval.

9.4 Neighborhood Assessments.

The Board may levy assessments against the property in a particular Neighborhood to fund actual and estimated expenses incurred by the Association for the primary benefit of property within such Neighborhood. Neighborhood assessments shall be levied as specifically budgeted from time to time by the Board of Directors for expense items such as maintenance, insurance or special services. In addition, the Board shall levy a Neighborhood Assessment upon the request of the Owners holding two-thirds (2/3) of the total association vote applicable to Lots within a Neighborhood.

9.5 Authority to Assess Owners; Time of Payment.

Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot on the first day of the month following the later of: (a) the closing on the sale of a Lot to a person or entity other than Declarant or (b) the issuance of a certificate of occupancy for a residential dwelling on such Lot. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board provides otherwise, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

9.6 Liability for Assessments.

Each assessment levied by the Association, together with interest, late charges 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, late charges and costs. If the assessment remains unpaid for a period of thirty (30) days after the date of mailing of the notice that it is due, the Association may impose reasonable charges for late payment of assessments, not to exceed the greater of Twenty Dollars (\$20.00) per month from the date of mailing of the notice or ten percent (10%) of any assessment installment unpaid, and the assessment, together with the late charges 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 Mecklenburg 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 Base 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.

The 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 foreclosure pursuant to First Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure, except as otherwise provided in this Section. 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 Section 9.5, including the subsequent Owner of the foreclosed Lot.

9.7 Budget Deficits During Declarant Control.

During the Declarant Control Period, Declarant may (but shall not be required to):

a. Advance funds to the Association sufficient to satisfy the deficit, if any, between the Association's actual operating expenses and the sum of the Base, Limited Common Area, Special, Neighborhood, and Specific Assessments collected by the Association in any fiscal year. Such advances shall, upon request of Declarant, be evidenced by promissory notes from the Association in favor of Declarant. Declarant's failure to obtain a promissory note shall not invalidate the debt.

b. Cause the Association to borrow any amount from a third party at the then prevailing rates for such a loan in the local area of the Community. Declarant, in its sole discretion, may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan.

c. Acquire property for, or provide services to, the Association or the Common Area. Declarant shall designate the value of the property or the services provided, and such amounts, at Declarant's request, shall be evidenced by a promissory note. Failure to obtain a promissory note shall not invalidate the obligation referred to in this Section.

9.8 Statement of Account.

Upon written request of any Member, Mortgagee, prospective Mortgagee or prospective purchaser of a Lot, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot, the amount of the current periodic assessment and the date on which such assessment becomes or became due, and any credit for advanced payments or prepaid items. The Association may require the payment of a reasonable processing fee for issuance of such statement.

Such statement shall bind the Association in favor of persons who rely upon it in good faith. Provided such request is made in writing, if the request for a statement of account is not processed within fourteen (14) days of receipt of the request, all unpaid assessments that became due before the date of making such request shall be subordinate to the lien of a Mortgagee that acquires its interest after requesting such statement.

9.9 Exempt Property.

The following property shall be exempt from payment of Base Assessments, Specific Assessments, Special Assessments, and Neighborhood Assessments,:

- a. all Common Area;
- b. any property dedicated to and accepted by any governmental authority or public utility; and
- c. any and all property owned by the Declarant (provided, however, to the extent Declarant is required by law to pay assessments, Declarant shall pay \$25.00 per annum per Lot for each Lot owned by Declarant).

9.10 Initiation Fee.

Upon acquisition of record title to a Lot by the first Owner thereof other than Declarant, an initial fee shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to One Thousand Five Hundred and NO/100 Dollars (\$1,500.00) per Lot. Additionally, upon the assignment of a Boat Slip Lease pursuant to Section 4.10(a)(ii) and (iii), an initial fee of Five Hundred and NO/100 Dollars (\$500.00) shall be made by or on behalf of the assignee to the working capital of the Association. These amounts shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. These amounts shall be deposited into the operating account of the Association for use in covering capital maintenance, operating expenses and other expenses incurred by the Association pursuant to this Declaration and the Bylaws, including, without limitation, expenses incurred by Declarant and/or Association in providing infrastructure or other Common Area and to fund reserves. These amounts may be increased or decreased in the sole and exclusive discretion of the Board; provided, however, that in no event shall this initial contribution equal more than two times the annual Base Assessment for the year in which the acquisition of title by the first Owner, other than Declarant, occurs.

Upon transfer of legal or equitable title of any Lot, other than property owned by the Association or Declarant, from one Owner to another Owner, a contribution shall be made by or on behalf of the purchaser to the Association for the working capital of the Association in an amount equal to one quarter of one percent of the sales price of such Lot at the applicable transfer. These amounts shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessments. These amounts may be increased or decreased in the sole and exclusive discretion of the Board; provided that these amounts shall not exceed the amount of the Base Assessment for the Lot for the then current fiscal year. These amounts shall be deposited into the operating account of the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the Bylaws and to fund reserves. Notwithstanding anything to the contrary herein, transfers between spouses or co-owners of any Lot, transfers under a deed of trust, transfers to an estate as a result of death of an Owner, and reacquisition of any Lot from an Owner by the Declarant shall be exempt from this Section 9.10.

Article X. Expansion of the Community

10.1 Expansion by Declarant.

Until all property described in **Exhibit B** has been subjected to this Declaration or twenty (20) years after the Recording of this Declaration, whichever is earlier, Declarant reserves the right, but not the obligation, to subject unilaterally to the provisions of this Declaration all or any portion of the real property described in **Exhibit B** which Declarant currently owns or to which Declarant may obtain title

in the future. Declarant may transfer or assign this right to subject property to this Declaration, provided that the transferee or assignee is the developer of or owns at least a portion of the real property described in **Exhibit B**, and provided that the transfer or assignment is evidenced by a Recorded Document.

Declarant shall subject additional property to this Declaration by recording an Annexation Declaration describing the property being subjected. Such Annexation Declaration shall not require the Members' consent but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the recording of such Annexation Declaration unless otherwise provided therein.

10.2 Expansion by the Association.

Upon termination of the Declarant Control Period, the Association may subject any real property to the provisions of this Declaration with the consent of the owner of such property, if authorized by the affirmative vote of Members representing Sixty-seven (67%) percent of the total existing votes in the Association.

The Association shall subject such property by recording an Annexation Declaration describing the property being subjected. Any such Annexation Declaration shall be executed by the Association and the owner of the subject property, and shall be certified by the Secretary of the Association to have been authorized by the requisite vote of the Members of the Association.

Article XI. Declarant Rights.

11.1 Reasonable Rights To Develop.

Declarant and/or its contractors or transferees may construct improvements to or within the Community including to the Lots. The completion of such construction and the sale or other disposal of the Lots is essential to the establishment and welfare of the Community. Therefore, during the Declarant Control Period, nothing in this Declaration or the other Governing Documents shall be construed to:

- a. prevent Declarant, approved builders, or their contractors or subcontractors from doing whatever is reasonably necessary or advisable in connection with the commencement or completion of the above-described work throughout the Community;
- b. prevent Declarant or its representatives from erecting, constructing, and maintaining anywhere in the Community such structures as reasonably may be necessary for the conduct of its business of completing the work, establishing Vineyards on Lake Wylie as a residential Community and disposing of the Lots by sale, lease, or otherwise;
- c. prevent Declarant from maintaining such signs and conducting such activities in any part of the Community owned by Declarant or the Association as Declarant may deem to be reasonably necessary for the sale, lease, or disposition of Lots; or
- d. prevent Declarant from placing and utilizing on Lots or other property which it owns one or more mobile trailers or temporary structures as sales offices or for construction activities.

Nothing in this Section shall give Declarant the right to damage any Lot or other property not owned by Declarant.

11.2 Marketing and Sales Activities.

During the Declarant Control Period, Declarant and builders authorized by Declarant may construct, relocate, maintain and carry on upon any Lot Declarant owns or upon portions of the Common Area, such facilities and activities as may be reasonably required, convenient or incidental to the construction, marketing or sale of Lots, as determined in Declarant's sole opinion. Such facilities and activities may include, without limitation, business offices, signs, model homes, and sales offices. There shall be no limit on the number or size of such facilities. Declarant and authorized builders shall have easements for access to and use of such facilities. Declarant reserves the right to remove any personal property used in connection with its activities on the Common Area upon termination of its rights under this Section.

11.3 Construction of Improvements.

During the Declarant Control Period, Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

11.4 Right to Approve Additional Covenants.

During the Declarant Control Period, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community without Declarant's prior written approval. Any instrument recorded without such consent shall be void and of no force and effect unless Declarant subsequently consents in a Recorded Document.

11.5 Right to Transfer or Assign Declarant Rights.

Any or all of Declarant's rights or obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to other persons; however, the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless evidenced by a Recorded Document. The foregoing sentence shall not preclude Declarant from permitting other persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety. In such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

11.6 Exclusive Rights to Use Name of Development.

During the Declarant Control Period, no person or entity shall use the name "Vineyards on Lake Wylie" or any derivative of such name in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "Vineyards on Lake Wylie" in printed or promotional matter where such term is used solely to specify that particular property is located within the Community and the Association shall be entitled to use the words "Vineyards on Lake Wylie" in its name.

11.7 Right to Approve Changes in Community Standards.

During the Declarant Control Period, no amendment to or modification of any Rules and Regulations or Architectural Guidelines shall be effective without Declarant's prior written approval.

11.8 Easement to Inspect and Right to Correct.

11.8.1 Easement. Declarant reserves for itself and such other persons as it may designate perpetual non-exclusive easements throughout the Community to the extent reasonably necessary for the purposes of accessing, inspecting, testing, redesigning or correcting any portion of the Community including Lots and Common Areas. Declarant shall have the right to redesign or correct any part of the Community, including Lots owned by Declarant and Common Areas.

11.8.2 Right of Entry. Entry onto a Lot shall be after reasonable notice, except in an emergency. Entry into a structure on a Lot shall be only after Declarant notifies the Lot's Owner and agrees with the Owner regarding a reasonable time to enter the structures on such Lot to perform such activities.

11.8.3 Damage. Declarant shall promptly repair any damage to a Lot or the Common Area resulting from the exercise of the easement or right of entry described in subsections 11.8.1 and 11.8.2 of this Section at its own expense. The exercise of these easements shall not unreasonably interfere with the use of any Lot, and entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.9 Neighborhoods.

During the Declarant Control Period, Declarant, acting in its sole and absolute discretion, shall have the right, but not the obligation to establish separately developed residential Neighborhoods, recreational areas and amenity areas, or some, all or none of these, within the Community, and to designate Limited Common Areas for the exclusive use of one or more, but less than all of Neighborhoods. Every Lot situated within a designated Neighborhood may be subjected to additional covenants, conditions, restrictions and additional assessments for services provided to Lots within such designated Neighborhood. Such additional covenants may be set forth in a Supplemental Declaration which may impose a separate set of restrictive covenants on a particular area or areas within the Community; establish separate, sub-associations for a particular area or areas within the Community; or supplement, change, amend or supersede the terms and provisions of this Declaration as necessary to accommodate differences between the plan of the development for the subject property and the plan of the development for the rest of the Community.

Any Neighborhood may request that the Association provide a higher level of service than that which the Association generally provides to all Neighborhoods, or may request that the Association provide special services for the benefit of Lots in such Neighborhood. Upon the affirmative vote, of the Owners of a majority of the Lots within the Neighborhood, the Association shall provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot to all Neighborhoods receiving the same service), shall be a Neighborhood Assessment.

11.10 Appointment or Removal of Members of the Board and officers. During the Declarant Control Period, Declarant shall have the right to appoint or remove any member of the Board or officer of the Association.

11.11 Amendment to Declaration. During the Declarant Control Period, Declarant shall have the right to amend or rescind and restate this Declaration by a Recorded Document, without approval or joinder of the Association or any other Party.

11.12 Review of Design and Construction. During the Declarant Control Period, Declarant shall have the right to control the design, quality, installation and construction of improvements within the

Community as provided in Article V above.

Article XII. Easements

12.1 Owners' Easements of Enjoyment. Except as limited by this Declaration and the Planned Community Act, Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association and to every Owner a non-exclusive easement of use and enjoyment in and to the Common Area (and grants to the Association and to every Owner of a Boat Slip Lot a non-exclusive easement of use and enjoyment in and to the Lake Access Areas and Piers) which shall be appurtenant to and shall pass with the title to every Lot (or as to Lake Access Areas and Piers, to every Boat Slip Lot). Except as limited by this Declaration and the Planned Community Act, any Owner may delegate his or her rights of use and enjoyment of the Common Area to the members of his or her family, tenants, contract purchasers who reside on the Property, or guests. Notwithstanding anything to the contrary herein, no Owner shall have a right of use and enjoyment in and to any Townhome Common Areas and/or any Common Boat Slip unless such Owner is provided an exclusive right of use and enjoyment in and to any Townhome Common Area or any Common Boat Slip as a Limited Common Area pursuant to a Supplemental Declaration hereto or as otherwise set forth herein.

12.2 Walks, Drives, Parking Areas, and Utilities. Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association (after the expiration of the Declarant Control Period) the right to subject all portions of the Property designated or to be designated as Common Areas to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities and for the maintenance of and general access to all stormwater control structures, gas lines, telephone and electric power lines, television antenna lines, other utilities, ingress, egress and regress and otherwise as it deems to be in the best interests of and necessary and proper for, the Community or any portion thereof.

12.3 Encroachments and Declarant's Easement to Correct Drainage. Declarant hereby reserves, for the benefit of itself, its successors in interest and assigns, and grants to the Association, the Owners, their heirs, successors and assigns, over all Lots and the Common Areas easements for the encroachment of initial improvements constructed on any Lots or Common Area to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, bay windows, steps and walls, upon any of the other portions of the Property. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching improvements in favor of Declarant, the Association, the Owners and all of their designees. For a period of twenty-five (25) years from the date of conveyance of the first Lot in a parcel or section, the Declarant reserves for itself and its successors in interest and assigns a blanket easement and right-of-way on, over, and under the ground within that parcel, phase or section to maintain and to correct drainage or surface water in order to maintain reasonable standards of health, safety and appearance. Such rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action reasonably necessary. After such action has been completed, the Declarant shall restore the affected Property to its original condition to the extent practicable. Declarant shall give reasonable notice of intent to take such action to all affected owners. These rights and reservations are assignable by the Declarant.

12.4 Easement for Entry Features. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest and assigns and grants to the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot and all Common Area. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

12.5 Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, the Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration terminates and thereafter so long as Declarant owns any property in the Community for development or sale, Declarant reserves an easement across the Community for Declarant and any builder or developer approved by Declarant to maintain and carry on development, construction, and sales activities related to property within or near the Community, upon such portion of the Community as Declarant may reasonably deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient or incidental to the development, construction and sales activities related to property within or near the Community. This easement shall include, without limitation: (i) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Community as well as any Lot in the Community; (ii) the right to tie into any portion of the Community with driveways, parking areas and walkways; (iii) the right to tie into or otherwise connect and use (without a tap-on or any other fee for doing so), replace, relocate, maintain and repair any device which provides utility or similar services; (iv) the right (but not the obligation) to construct recreational facilities on the Common Area; (v) the right to carry on sales and promotional activities in the Community; (vi) the right to place direction and marketing signs on any portion of the Community, including any Lot or Common Area; and (vii) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities. Further, the Declarant and any builder or developer authorized by Declarant, may use residences, offices or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices, and may also use recreational facilities available for use by the Community as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the person causing the damage at its sole expense. This section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.

12.6 Irrigation. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest and assigns and grants to the Association a non-exclusive, perpetual blanket easement over the property to pump water from ponds, lakes and other bodies of water located within the Community for irrigation purposes and to maintain, repair and remove irrigation systems to serve landscaping in Common Areas.

12.7 Fence Easement. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest and assigns and grants to the Association an easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the subdivision development and construction plans or governmental regulation, rule, ordinance, or plan approval requirement.

12.8 Easement to Government Entities. Declarant hereby assigns and grants a perpetual, non-exclusive easement for the benefit of municipal, State or public utilities serving the area, their agents and employees, over all Common Area hereby or hereafter established for setting, removing and reading utility meters, maintaining and replacing utility connections, and Declarant assigns and grants a perpetual, non-exclusive easement for emergency and public services over the Property for the benefit of other public safety and welfare services or agencies, including, without limitation, garbage collection, mail delivery, police and fire protection.

12.9 Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any dwelling is

located closer than four (4) feet from its lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of his or her home. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as near the same condition as that which existed prior to the commencement of the work as is reasonably practicable.

12.10 Use of Common Areas. Subject to any limitation or restriction set forth in this Declaration, Declarant declares that the Common Areas are subject to a perpetual, non-exclusive easement in favor of Declarant, the Association and their designees, the Owners and all their family members, guests, invitees and tenants, and appropriate governmental and quasi-governmental agencies to use the Common Areas for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration and any Annexation or Supplemental Declaration. If ingress or egress to any Lot or other portion of the Property is through any Common Area, any conveyance or encumbrance of such area is subject to this easement.

12.11 Right of the Association and Declarant to Enter Upon the Common Areas. Declarant hereby reserves for the benefit of itself, its successors in interest and assigns, and grants to the Association and all agents, employees or other designees of Declarant or the Association an easement for ingress, egress and access to enter upon or over the Common Areas for the purposes of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of Declarant or the Association, as appropriate. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Declarant otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association or Declarant to maintain, repair, or construct Improvements which an Owner is required to maintain, construct or repair.

12.12 Right-of-Way Over Roadways. Declarant hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, tenants, invitees, designees, successors and assigns, and to each Owner of a Lot or Tract, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual, non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across the Roadways for the purpose of providing access, ingress and egress to and from, through and between the Property.

12.13 Easements for Boat Club. Declarant, hereby dedicates and reserves for the benefit of itself, its successors and assigns in interest, the Boat Club and Association an easement to use the Roadways and entranceways to access the Boat Club Slips, and to access and use certain other Common Areas in furtherance of operating the Boat Club as set forth specifically in the Boat Club Lease. Any disputes as to the extent of any of the above-described easements during the term of this Declaration shall be determined by Declarant in its sole and absolute discretion during the Declarant Control Period and thereafter by the Board in its sole and absolute discretion. Declarant reserves the right to impose upon the Property such other easements as Declarant deems necessary, in its sole discretion, for the operation of the Boat Club.

12.14 Utility and Drainage Easements. The Property shall be subject to all easements and rights-of-way for utilities and drainage shown on the Recorded Documents. Such easements are hereby reserved for the use of Declarant, its successors and assigns, and are hereby established for the use of the Association,

its successors and assigns. Additionally, Declarant hereby reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive easement and right-of-way over, under and along a 10-foot strip of land adjacent to the front, side and rear boundary lines of all Lots within the Property for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, cable service, water, irrigation, sanitary sewer and drainage facilities, storm drainage and/or other utilities. Within the above-described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage channels in the easements. This reservation of easement shall not prohibit the construction of driveways, at locations approved by the ARC, over such easements.

12.15 Declarant's Right to Assign Easements; Maintenance of Easement Areas. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder. The areas burdened by the easements and rights-of-way reserved by Declarant on each Lot or other portion of the Property pursuant hereto, including any improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property, but no structures, plantings or other material shall be placed or permitted to remain upon such area or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Notwithstanding the above, the Association and/or Declarant shall have the right, but not the obligation, to maintain the landscaping in the easement areas on any Lot.

12.16 Easement Reserved for the Association and Declarant. Full rights of access, ingress and egress are hereby reserved by Declarant for itself and the Association at all times over and upon any Lot or other portion of the Property for the exercise of the easement rights described in this Article XII and for the carrying out by Declarant or the Association of the rights, functions, duties and obligations of each hereunder; provided, that any such entry by Declarant or the Association upon any Lot or portion of the Property shall be made with the minimum inconvenience to the Owner of such property as is reasonably practical, and any damage caused as a result of the gross negligence of Declarant, the Association or their employees or agents shall be repaired by Declarant or the Association, as the case may be, at the expense of Declarant or the Association, as the case may be.

12.17 Additional Easements. Declarant shall have the right to grant over, under, across and upon any portion of the Property owned by Declarant, and the Board shall have the authority, in its sole discretion, to grant over, under, across and upon the Common Areas, such easements, rights-of-way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the development of the Community, by the execution, without further authorization, of such grants of easement or other instruments as may from time to time be necessary or desirable. Such easements may be for the use and benefit of persons who are not Association Members or Owners. After such time as the members of the Board are no longer appointed by Declarant, the Board shall cooperate with Declarant and execute such grants of easements over the common Areas as may be desirable to Declarant for the development of the Community and the preservation and enhancement of Declarant's interest therein.

12.18 Community Systems. Declarant reserves for itself, its successors and assignees, a perpetual right and easement to operate within the Community such Community Systems as Declarant, in its discretion, deems appropriate to service the buildings and the structures within any Lot or other portion of the Community. Such rights shall include, without limitation, Declarant's right to select and contract with companies licensed to provide telecommunications, cable television, and other Community Systems services in the region, and to charge individual users a reasonable fee not to exceed the

maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

Article XIII. Dispute Resolution and Limitation on Litigation.

13.1 Consensus for Association Litigation.

Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval of Members representing at least sixty-seven (67%) percent of the total votes of the Association. This Section shall not apply, however, to (a) actions by the Association to enforce the Governing Documents (including, without limitation, the imposition of fines, the suspension of privileges or services or the foreclosure of liens); (b) the collection of assessments; (c) proceedings involving challenges to *ad valorem* taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect in the Community or any improvement constructed thereon, Declarant shall have the right to meet in good faith and discuss the subject of the proceeding with the Members or the particular Member, and to access, inspect, correct the condition of or redesign any portion of the Community, including any improvement as to which a defect is alleged. In addition, the Association or the Member shall notify the builder who constructed such improvements prior to retaining any other expert witness or for other litigation purposes.

13.2 Alternative Method for Resolving Disputes.

Declarant, the Association, its officers, directors and committee members, all Persons subject to this Declaration, any builder within the Community, and any Person not otherwise subject to the Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to use good faith efforts to resolve those claims, grievances, or disputes described in Section 13.3 ("Claims") using the procedures set forth in Section 13.4 hereof.

13.3 Claims.

Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements in the Community (other than matters of aesthetic judgment under Article V, which shall not be subject to review) shall be subject to the provisions of Section 13.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 13.4:

- a. any suit by the Declarant and/or Association against any Bound Party to enforce the provisions of this Declaration;
- b. any suit by the Declarant, Association or any Owner to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem

necessary in order to maintain the status quo and preserve the party's ability to enforce the provisions of this Declaration;

c. any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

d. any suit in which any indispensable party is not a Bound Party; and

e. any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 13.4.1 unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 13.4.

13.4 Mandatory Procedures.

13.4.1 Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

a. the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

b. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

c. Claimant's proposed remedy; and

d. that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

13.4.2 Negotiation and Mediation.

a. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

b. If the Parties do not resolve the Claim within Thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have Thirty (30) additional days to submit the Claim to mediation under an independent agency providing dispute resolution services in Mecklenburg County or surrounding areas.

c. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; however, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

d. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within Thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

e. Within five (5) days of the Termination of Mediation, the Claimant shall make a final written demand ("Settlement Demand") to the Respondent, and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimants' original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

13.4.3 Final and Binding Arbitration.

a. If the Parties do not agree in writing to a settlement of the Claim within fifteen (15) days of the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to arbitration in accordance with the rules of arbitration promulgated or observed by the agency providing the arbitrator. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; however, nothing herein shall release or discharge Respondent from any liability to parties other than Claimant.

b. This subsection 13.4.3(b) is an agreement to arbitrate and is specifically enforceable under any applicable arbitration laws of the State of North Carolina. The arbitration award ("Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of North Carolina.

13.5 Allocation of Costs of Resolving Claims.

13.5.1 Subject to Section 13.5.2, each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs").

13.5.2 Any Award that is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs, including reasonable attorney's fees, to the Award, such costs to be borne equally by all Respondents. Any Award that is equal to or less favorable to Claimant than any Respondents' Settlement Offer shall award such Respondent its Post Mediation Costs, including reasonable attorney's fees.

13.6 Enforcement of Resolution.

If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 13.4 and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with an Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 13.4. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

Article XIV. Mortgagee Provisions.

The following provisions are for the benefit of holders, insurers, and guarantors of First Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

14.1 Notices of Action.

An institutional holder, insurer, or guarantor of a First Mortgage which provides a written request to the Association, such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an ("Eligible Holder"), shall be entitled to timely written notice of:

- a. any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a First Mortgage held, insured, or guaranteed by such Eligible Holder;
- b. any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage or such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within sixty (60) days of receiving notice of such violation;
- c. any lapse, cancellation or material modification of any insurance policy the Association maintains; or
- d. any proposed action which would require the consent of a specified percentage of Eligible Holders.

14.2 No Priority.

No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

14.3 Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

14.4 Failure of Mortgagee To Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

14.5 Construction of Article XIV.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Bylaws, the Planned Community Act or the

Condominium Act for any of the acts set out in this Article.

Article XV. Changes in Common Area

15.1 Condemnation.

If a Lot or portion thereof shall be taken by eminent domain, compensation and the Owner's interests in the Common Area shall be appropriately allocated among all other Owners. If any part of the Common Area (other than Townhome Common Areas) shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least Sixty-seven percent (67%) of the total votes in the Association unless such area is a Limited Common Area in which case acting on the written direction of at least Sixty-seven percent (67%) of those Members having a right to use such Limited Common Area) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

a. If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed (other than any Townhome Common Areas), the Association shall restore or replace such improvements on the remaining Common Area to the extent available, unless within sixty (60) days after such taking Declarant, during the Declarant Control Period, and Members representing at least Eighty percent (80%) of the total votes (or Eighty percent (80%) of those Members having a right to use an Limited Common Area if such taking or conveyance involved an Limited Common Area) in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Article VIII regarding funds for restoring improvements shall apply.

b. If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

15.2 Transfer, Partition, or Encumbrance of Common Area.

a. Except as this Declaration otherwise specifically provides, the Common Area shall not be judicially partitioned or subdivided into Lots, nor shall the ownership of the Common Area be otherwise divided or encumbered in any manner after conveyance to the Association, except upon the approval of Members representing at least Eighty (80%) percent of the total votes in the Association, including a majority of the votes held by Members other than Declarant, and the consent of Declarant if during the Declarant Control Period. Notwithstanding anything to the contrary herein, the Townhome Common Area and/or Boat Slip Area shall not be judicially partitioned or subdivided into Lots, nor shall the ownership of the Townhome Common Area and/or Boat Slip Area be otherwise divided or encumbered in any manner after conveyance to the Association, except for as provided under any Supplemental Declaration applicable to such Townhome Common Area and/or Boat Slip Area.

b. The Association shall have the authority, subject to approval of Members representing a majority of the total votes in the Association, including a majority of the votes held by Members other than Declarant, and the consent of Declarant, if during the Declarant Control Period, to transfer portions of the Common Area (other than Townhome Common Areas and any Boat Slip Area)

and improvements thereon to appropriate governmental entities or tax-exempt organizations for the maintenance, operation, and preservation thereof; provided, any such transfer shall not relieve such Common Area from the rights and benefits of the Association and the Members as provided in this Declaration and shall otherwise be subject to the provisions of this Declaration.

Article XVI Fines and Suspension of Privileges or Services.

Notwithstanding any other provision herein, the Board may impose fines on an Owner and/or suspend an Owner's right and privilege to use certain Common Area for failure of that Owner, his or her lessees, agents or invitees, to abide by this Declaration, the Rules and Regulations or the administrative rules and regulations governing Common Area. The procedure for the Board to do so shall be as set forth in the Bylaws. The Board shall not impose any such fine or 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.

Article XVII. Miscellaneous

17.1 Parties Bound. All persons and entities acquiring any interest in any of the Lots, including but not limited to lessees, shall be bound by the provisions of this Declaration. All guests and invitees of such persons and entities, and any other occupants of any of the Lots, shall likewise be bound.

17.2 Duration. The provisions of this Declaration shall run with and bind the Property perpetually, unless and until the Community is terminated pursuant to N.C.G.S. Section 47F-2-118.

17.3 Amendment. Except as provided in Section 11.12 above, this Declaration may be amended only by a written instrument executed by the Association and authorized by the affirmative vote of at least sixty-seven percent (67%) of all Lots, cast in person or by proxy at a meeting held in accordance with the Bylaws of the Association. Any amendment must be recorded to be effective.

17.4 Enforcement. Subject to the provisions of Article XIII above, the Declarant, any Owner and/or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and obligations imposed by this Declaration. Subject to the provisions of Article XIII above, the Declarant, the Association or any Lot owner may bring any action necessary to enjoin any violation or breach of the provisions of this Declaration. The Declarant, the Association and/or any Owner shall be entitled to recover reasonable attorney's fees incurred in bringing and prosecuting such action from the breaching or violating Owner(s).

17.5 Failure to Enforce Not a Waiver. The failure to enforce any right, reservation, covenant or restriction contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter.

17.6 Assignment by Declarant. Any or all of the rights, powers, easements, functions and obligations reserved or given to the Declarant in this Declaration may be assigned to the Association, and the Association shall accept and assume responsibility for any or all such rights, powers, easements, functions and obligations when requested by the Declarant. Any such assignments or transfer shall be made by a Recorded Document, executed by both the Declarant and the Association, and the Association shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant. The Declarant, but not the Association, shall thereupon be released from such obligations and duties.

17.7 Notice of Sale, Lease or Acquisition. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sales or lease, the name of the purchaser or lessee of the Lot and such other information as the Association may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the board may reasonably require.

17.8 Variances. Notwithstanding anything to the contrary contained herein, the Declarant and/or the Association or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if the Declarant or the Association determine that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

17.9 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

17.10 Captions. The captions herein are inserted only as a matter of convenience and for reference, and shall not be construed to define, limit or describe the scope of any provision of this Declaration.

17.11 Law Controlling. This Declaration shall be construed and governed pursuant to the laws of North Carolina.

17.12 References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provision.

17.13 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

- a. Exhibit A – Land Initially Submitted.
- b. Exhibit B – Land Subject to Annexation in Future.
- c. Exhibit C – Initial Rules and Regulations.
- d. Exhibit D – Fence Drawing.

SIGNATURE FOLLOWS ON NEXT PAGE

IN WITNESS WHEREOF, D.R. Horton, Inc., as the Declarant hereunder, has caused this instrument to be executed by its duly authorized Division President, all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

D.R. HORTON, INC.
a Delaware corporation, Declarant

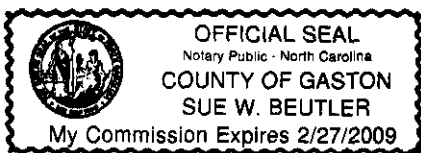
By: Bradford C. Brundage
Bradford C. Brundage, Division President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Sue W. Beutler, a Notary Public of the ^{Gaston} County and State aforesaid, certify that Bradford C. Brundage personally appeared before me this day and acknowledged that he is a Division President of D.R. Horton, Inc., a Delaware corporation, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this 3 day of April, 2008.

NOTARY SEAL



Sue W. Beutler
Signature of Notary Public
Print Name: Sue W. Beutler
My Commission Expires: 2/27/2009

EXHIBIT A

Land Initially Submitted

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Charlotte (ET.J.), County of Mecklenburg, State of North Carolina, being a portion of lands now or formerly of TDW Holdings, LLC as recorded in deed book 19752 at page 183 and Provident Development Group, Inc. as recorded in deed book 19752 at page 245 and being more particularly described as follows:

COMMENCING at N.C.G.S Monument "M050" having N.A.D. '83 grid coordinates of N 545,365.30 Ft. and E 1,401,036.95 Ft; thence proceeding N86°42'47"E, a grid distance of 3,270.01 (ground distance of 3,270.51 feet) to a iron pin set (#5 rebar) located in the center of former railroad (now gone) of Norfolk & Southern Railroad and designated herein as the POINT OF BEGINNING; thence departing former railroad centerline and proceeding through said lands of TDW Holdings, LLC and Provident Development Group, the following 139 courses: 1.) S00°01'30"E, a distance of 177.64 feet to a point; 2.) S64°59'55"E, a distance of 24.19 feet to a point; 3.) S08°33'56"W, a distance of 195.08 feet to a point; 4.) S18°33'48"W, a distance of 103.43 feet to a iron pin set; 5.) thence S19°46'55"E, a distance of 340.31 feet to an iron pin set; 6.) S06°13'55"E, a distance of 71.64 feet to a point; 7.) S18°26'29"E, a distance of 102.17 feet to a point; 8.) S17°03'06"E, a distance of 50.01 feet to a point; 9.) S71°33'31"W, a distance of 130.50 feet to a point; 10.) along a curve to the right having a radius of 525.00 feet, an arc distance of 135.29 feet to a point (chord of S 78°56'28"W, 134.92 feet) ; 11.) S86°19'25"W, a distance of 101.83 feet to a point; 12.) along a curve to the left having a radius of 30.00 feet, an arc distance of 47.83 feet (chord of S40°39'03" W, 42.92 feet) to a point; 13.) S05°01'20"E, a distance of 394.02 feet to a point; 14.) along a curve to the right having a radius of 280.00 feet, an arc distance of 249.45 feet (chord of S20°30'01"W. 241.28 feet) to a point; 15.) S46°01'22"W, a distance of 146.25 feet to a point; 16.) along a curve to the left having a radius of 220.00 feet , an arc distance of 112.90 feet (S31°19'15"W, 111.67 feet) to a point; 17.) S16°37'08"W, a distance of 182.79 feet to a point; 18.) S64°47'32"E, a distance of 105.17 feet to a point; 19.) S61°06'57"E, a distance of 140.35 feet to a point; thence along a non-tangent curve to the right, having a radius of 156.95 feet an arc distance of 88.74 feet (chord of S48°54'20" E, 87.56 feet); 20.) S33°39'53"E, a distance of 94.51 feet to a point; 21.) along a curve to the left having a radius of 32.00 feet, an arc distance of 42.80 feet (chord of S71°59'02"E, 39.68 feet) to a point; 22.) N69°41'49"E, a distance of 147.52 feet to a point; 23.) thence along a non-tangent curve to the left having a radius of 137.97 feet; an arc distance of 51.07 feet (chord of N59°05'44"E, 50.78 feet) to a point; 24.) along a non-tangent curve to the left having a radius of 138.00 feet, an arc distance of 31.68 feet (chord of N41°55'06"E, 31.61 feet) to a point; 25.) S54°39'29"E, a distance of 24.00 feet to a point; 26.) along a non-tangent curve to the left having a radius of 10.00 feet, an arc distance of 14.37 feet (chord of S04°34'29"E, 13.17 feet) to a point; 27.) S45°45'21"E, a distance of 1.78 feet to a point; 28.) along a curve to the left having a radius of 5.00 feet, an arc distance of 7.85 feet (chord of N89°14'39"E, 7.07 feet) to a point; 29.) N44°14'39"E, a distance of 33.16 feet to a point; 30.) S45°45'21"E, a distance of 19.96 feet to a point; 31.) S44°14'39"W, a distance of 19.18 feet to a point; 32.) S47°56'57"E, a distance of 42.31 feet to a point; 33.) S25°33'51"W, a distance of 55.14 feet to a point; 34.) S78°11'38"W, a distance of 27.87 feet to a point; 35.) N21°47'01"W, a distance of 51.15 feet to a point; 36.) N44°50'58"W, a distance of 8.45 feet to a point; 37.) N69°41'49"E, a distance of 21.97 feet to a point; 38.) N45°45'21"W, a distance of 23.57 feet to a point; 39.) along a curve to the left having a radius of 10.00 feet, an arc distance of 15.46 feet (chord of S89°56'29"W, 13.97 feet) to a point; 40.) along a non-tangent curve to the right having a radius of 162.00 feet; an arc distance of 61.69 feet (chord of S58°11'43"W, 64.16 feet) to a point; 41.) S69°41'49"W, a distance of 126.62 feet to a point; 42.) along a curve to the left having a radius of 32.00 feet, an arc

distance of 57.73 feet (chord of S18°00'58"W, 50.21 feet) to a point; 43.) S56°20'07"W, a distance of 26.00 feet to a point; 44.) N33°39'53"W, a distance of 184.96 feet to a point; 45.) along a non-tangent curve to the left having a radius of 143.67 feet, an arc distance of 74.18 feet (chord of N49°36'00"W, 73.36 feet) to a point; 46.) N66°50'53"W, a distance of 139.38 feet to a point; 47.) N64°47'32"W, a distance of 104.64 feet to a point; 48.) along a non-tangent curve to the right having a radius of 279.00 feet, an arc distance of 26.30 feet (chord of S29°59'07"W, 26.29 feet) to a point; 49.) along a non-tangent curve to the right having a radius of 279.98 feet, an arc distance of 72.92 feet (chord of S40°08'47"W, 72.71 feet) to a point; 50.) S20°18'11"E, a distance of 184.38 feet to an iron pin set; 51.) S69°41'49"W, a distance of 658.30 feet to an iron pin set; 52.) S30°06'52"E, a distance of 18.51 feet to a point; 53.) along a curve to the right having a radius of 175.00 feet, an arc distance of 85.40 feet (chord of S16°08'05"E, 84.55 feet) to a point; 54.) S02°09'18"E, a distance of 86.68 feet to a point; 55.) along a curve to the left having a radius of 125.00 feet, an arc distance of 64.35 feet (chord of S16°54'14"E, 63.65 feet) to a point; 56.) S31°39'09"E, a distance of 79.60 feet to a point; 57.) along a curve to the right having a radius of 175.00 feet, an arc distance of 34.94 feet (chord of S25°56'00"E, 34.88 feet) to a point; 58.) S20°12'50"E, a distance of 34.05 feet to a point; 59.) along a curve to the left having a radius of 20.00 feet, an arc distance of 31.38 feet (chord of S65°09'19"E, 28.26 feet) to a point; 60.) N69°54'12"E, a distance of 143.28 feet to a point; 61.) along a curve to the right having a radius of 215.00 feet, an arc distance of 439.85 feet (chord of S51°29'20"E, 367.06 feet) to a point; 62.) S07°07'08"W, a distance of 96.68 feet to a point; 63.) along a curve to the right having a radius of 200.00 feet, an arc distance of 119.73 feet (chord of S24°16'07"W, 117.95 feet) to a point; 64.) S41°25'06"W, a distance of 247.60 feet to a point; 65.) along a curve to the right having a radius of 175.00 feet, an arc distance of 53.51 feet (chord of S50°10'40"W, 53.30 feet) to a point; 66.) S58°56'14"W, a distance of 19.96 feet to a point; 67.) N31°03'46"W, a distance of 50.00 feet to a point; 68.) N58°56'14"E, a distance of 19.96 feet to a point; 69.) along a non-tangent curve to the left having a radius of 125.55 feet, an arc distance of 38.22 feet (chord of N50°10'40"E, 38.07 feet) to a point; 70.) N41°25'06"E, a distance of 247.61 feet to a point; 71.) along a curve to the left having a radius of 150.00 feet, an arc distance of 89.80 feet (chord of N 24°16'07"E, 88.46 feet) to a point; 72.) N07°07'08" a distance of 96.68 feet to a point; 73.) along a curve to the left having a radius of 165.00 feet, an arc distance 337.56 feet (chord of N51-29-20W, 281.70 feet) to a point; 74.) S69°54'12"W, a distance of 284.21 feet to a point; 75.) N20°05'48"W, a distance of 50.00 feet to a point; 76.) N69°54'12"E, a distance of 50.93 feet to a point; 77.) along a curve to the left having a radius of 20.00 feet, an arc distance of 31.46 feet (chord of N24°50'41"E, 28.31 feet) to a point; 78.) N20°12'50"W, a distance of 33.87 feet to a point; 79.) along a curve to the left having a radius of 125.00 feet, an arc distance of 24.96 feet (chord of N25°56'00"W, 24.91 feet) to a point; 80.) N31°39'09"W, a distance of 79.60 feet to a point; 81.) along a curve to the right having a radius of 175.00 feet, an arc distance of 90.10 feet (chord of N16°54'14"W, 89.10 feet) to a point; 82.) N02°09'18"W, a distance of 86.68 feet to a point; 83.) along a curve to the left having a radius of 125.00 feet, an arc distance of 61.00 feet (chord of N16°08'05"W, 60.39 feet) to a point; 84.) N30°06'52"W, a distance of 89.76 feet to a point; 85.) along a curve to the right having a radius of 175.00 feet, an arc distance of 30.24 feet (chord of N25°09'51"W, 30.20 feet) to a point; 86.) N20°12'50"W, a distance of 38.14 feet to a point; 87.) along a curve to the left having a radius of 20.00 feet, an arc distance of 31.42 feet (chord of N65°12'52"W, 28.28 feet) to a point; 88.) S69°47'05"W, a distance of 149.79 feet to a point; 89.) N20°12'55"W, a distance of 207.32 feet to a point; 90.) N12°34'41"E, a distance of 292.13 feet to a point; 91.) along a non-tangent curve to the right having a radius of 175.00 feet, an arc distance of 34.14 feet (chord of N79°54'53"W, 34.09 feet) to a point; 92.) N74°19'31"W, a distance of 43.08 feet to a point; 93.) N15°40'29"E, a distance of 228.65 feet to a point; 94.) S83°44'24"E, a distance of 81.14 feet to a point; 95.) N10°27'43"E, a distance of 171.50 feet to a point; 96.) N84°01'32"W, a distance of 88.16 feet to a point; 97.) N06°01'08"E, a distance of

166.36 feet to a point; 98.) S86°37'20"W, a distance of 40.00 feet to a point; 99.) N02°17'54"W, a distance of 50.01 feet to a point; 100.) N03°22'40"W, a distance of 24.96 feet to an iron pin set; 101.) N21°54'31"E, a distance of 554.06 feet to an iron pin set; 102.) S70°22'39"E, a distance of 81.12 feet to a point; 103.) along a curve to the right having a radius of 175.00 feet, an arc distance of 63.38 feet (chord of S60°00'08"E, 63.03 feet) to a point; 104.) S49°37'37"E, a distance of 209.55 feet to a point; 105.) along a curve to the left having a radius of 125.00 feet, an arc distance of 42.75 feet (chord of S59-25-25E, 42.54 feet) to a point; 106.) S69°13'14"E, a distance of 153.00 feet to a point; 107.) along a curve to the right having a radius of 175.00 feet, an arc distance of 245.44 feet (chord of S2°902'30E, 225.81 feet) to a point; 108.) S11°08'15"W, a distance of 51.00 feet to a point; 109.) S78°51'45"E, a distance of 120 feet to a point; 110.) S11 °08'15"W, a distance of 140.00 feet to a point; 111.) S78°51'45"E, a distance of 35.08 feet to a point; 112.) along a curve to the right having a radius of 175.00 feet, an arc distance of 106.55 feet (chord of S61°25'12"E, 104.91 feet) to a point; 113.) S°43°58'38"E a distance of 63.93 feet to a point; 114.) along a curve to the left having a radius of 30.00 feet an arc distance of 47.12 (chord of S88°58'38"E, 42.43 feet) to a point; 115.) N46°01'22"E, a distance of 23.87 feet to a point; 116.) along a curve to the left having a radius of 220.00 feet, an arc distance of 196.00 feet (chord of N20°30'01"E, 189.58 feet) to a point; 117.) N05°01'20"W, a distance of 616.08 feet to a point; 118.) along a curve to the left having a radius of 220.00 feet, an arc distance of 89.39 feet (chord of N16°39'46"W, 88.78 feet) to a point; 119.) N29°59'01"W, a distance of 263.29 feet to a point; 120.) along a non-tangent curve to the right having a radius of 337.50 feet, an arc distance of 237.18 feet (chord of N08°13'08"W, 232.33 feet) to a point; 121.) N11'54'48"E, a distance of 20.96 feet to a point; 122.) along a curve to the left having a radius of 185.50 feet, an arc distance of 89.72 feet (chord of N01°56'36"W, 88.85 feet) to a point; 123.) N15°48'00"W, a distance of 14.80 feet to a point; 124.) along a curve to the left having a radius of 33.75 feet, an arc distance of 36.29 feet (chord of N46°36'03"W, 34.56 feet) to a point; 125.) along a curve to the left having a radius of 265.00 feet, an arc distance of 27.99 feet (chord of N80°25'38"W, 27.98 feet) to a point; 126.) along a non-tangent curve to the left, having a radius of 269.00 feet, an arc distance of 66.97 feet (chord of N86°20'44"W, 66.79 feet) to a point; 127.) N07°19'18"W, a distance of 61.50 feet to a point; 128.) along a non-tangent curve to the right having a radius of 440.27 feet, an arc distance of 97.55 feet (chord of N86°58'13"E, 97.35 feet) to a point; 129.) along a non-tangent curve to the left having a radius of 183.25 feet, an arc distance of 80.00 feet (chord of N80°37'01"E, 79.37 feet) to a point; 130.) N67°54'57"E, a distance of 14.72 feet to a point; 131.) along a curve to the left having a radius of 30.50 feet, an arc distance of 23.99 feet (chord of N45°23'10"E, 23.37 feet) to a point; 132.) N22°51'22"E, a distance of 12.06 feet to a point; 133.) along a non-tangent curve to the right having a radius of 387.97 feet, an arc distance of 46.43 feet (chord of N28°51'52"E, 46.40 feet) to a point; 134.) along a non-tangent curve to the left having a radius of 280.50 feet, an arc distance of 99.76 feet (chord of N22°19'41"E, 99.24 feet) to a point; 135.) N12°08'21"E, a distance of 103.07 feet to an iron pin set; 136.) S77°52'02"E, a distance of 27.99 feet to a point; 137.) along a curve to the left having a radius of 2772.98 feet, an arc distance of 35.44 feet (chord of S61°08'27"E, 35.44 feet) to a point; 138.) S12°01'42"W, a distance of 23.99 feet to an iron pin set; 139.) S77°49'04"E, a distance of 73.07 feet to a point; 140.) along a curve to the left having a radius of 2765.45 feet, an arc distance of 250.47 feet (chord of S71°59'06"E, 250.39 feet) to the POINT OF BEGINNING.

Containing 44.914 acres, including TDW parcels A, B, C & D described above, as shown on plat prepared by Stantec Consulting Services Inc., dated August 15, 2006 and revised August 24, 2006, and further revised 12-14-2006 (project no. 173200630)

TRACT 2

TRACT E

Beginning at a point, said point being the POINT OF BEGINNING and the beginning of a curve to the left, of which the radius point lies N.15°25'14"E., a radial distance of 2,765.45 feet and having a chord bearing of S.84°11'53"E., 924.15 feet; thence easterly along the arc, through a central angle of 19°14'14", a distance of 928.50 feet; thence S.09°51'22"E., a distance of 53.66 feet to a point; thence S.22°06'25"E., a distance of 20.15 feet to a point; thence S.40°53'04"E., a distance of 164.67 feet to a point; thence S.30°50'03"E., a distance of 58.41 feet to a point; thence S.48°08'13"E., a distance of 72.58 feet to a point; thence S.36°18'41"E., a distance of 25.47 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies S.30°32'48"E., a radial distance of 175.00 feet and having a chord bearing of S.56°11'38"W., 19.90 feet; thence southwesterly along the arc, through a central angle of 06°31'08", a distance of 19.91 feet; thence S.52°56'04"W., a distance of 106.65 feet to a point to a point of curve to the right having a radius of 20.00 feet, and a chord bearing of N.80°41'25"W., 28.95 feet; thence S.52°56'04"W., a distance of 49.80 feet to a point; thence N.37°03'56"W., a distance of 8.40 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies S.53°01'01"W., a radial distance of 125.00 feet and having a chord bearing of N.64°10'03"W., 113.89 feet; thence northwesterly along the arc, through a central angle of 54°22'07", a distance of 118.25 feet; thence S.88°43'51"W., a distance of 68.20 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies S.01°15'04"E., a radial distance of 20.00 feet and having a chord bearing of S.43°43'51"W., 28.28 feet; thence southwesterly along the arc, through a central angle of 90°02'10", a distance of 31.42 feet; thence S.88°43'51"W., a distance of 50.00 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies S.88°43'51"W., a radial distance of 20.00 feet and having a chord bearing of N.46°16'09"W., 28.28 feet; thence northwesterly along the arc, through a central angle of 90°00'00", a distance of 31.42 feet; thence S.88°43'51"W., a distance of 206.83 feet to a point to a point of curve to the left having a radius of 20.00 feet, and a chord bearing of S.43°43'51"W., 28.28 feet; thence S.88°43'51"W., a distance of 50.00 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies S.88°46'12"W., a radial distance of 20.00 feet and having a chord bearing of N.46°16'09"W., 28.28 feet; thence northwesterly along the arc, through a central angle of 90°04'43", a distance of 31.42 feet; thence S.88°43'51"W., a distance of 70.36 feet to a point to the point of curve of a non tangent curve to the right, of which the radius point lies N.01°16'04"W., a radial distance of 525.00 feet and having a chord bearing of N.82°53'04"W., 153.11 feet; thence westerly along the arc, through a central angle of 16°46'01", a distance of 153.66 feet to the point of curve of a non tangent curve to the left, of which the radius point lies S.15°30'02"W., a radial distance of 20.00 feet and having a chord bearing of S.62°01'55"W., 27.52 feet; thence southwesterly along the arc, through a central angle of 86°56'13", a distance of 30.35 feet; thence N.72°19'43"W., a distance of 50.01 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.71°26'11"W., a radial distance of 20.00 feet and having a chord bearing of N.26°26'12"W., 28.28 feet; thence northwesterly along the arc, through a central angle of 90°00'00", a distance of 31.42 feet; thence N.71°26'12"W., a distance of 116.92 feet to a point; thence N.08°33'56"E., a distance of 195.08 feet to a point; thence N.64°59'55"W., a distance of 24.19 feet to a point; thence N.00°01'30"W., a distance of 177.64 feet to a point to the POINT OF BEGINNING.

Containing 391,207.68 square feet or 8.9809 acres, more or less as shown upon a plat entitled "ALTA/ACSM Land Title Survey of a 74.227 Acre Portion of Lands of Provident Development Group, Inc., City of Charlotte (E.T.J.), Mecklenburg County, North Carolina", Drawing No.

170303147V-AL-3, dated January 11, 2007 and last revised January 12, 2007, by Thomas M. Beer, NCPLS.

END OF DESCRIPTION

TRACT F

Beginning at a point, said point being the POINT OF BEGINNING and the beginning of a curve to the right, of which the radius point lies S.26°45'06"W., a radial distance of 2,772.98 feet and having a chord bearing of S.62°22'40"E., 84.29 feet; thence southeasterly along the arc, through a central angle of 01°44'30", a distance of 84.28 feet; thence N.77°52'02"W., a distance of 27.99 feet to a point; thence S.12°08'21"W., a distance of 103.07 feet to a point to a point of curve to the right having a radius of 280.50 feet, and a chord bearing of S.22°19'41"W., 99.24 feet; to the point of curve of a non tangent curve to the left, of which the radius point lies S.57°42'26"E., a radial distance of 387.97 feet and having a chord bearing of S.28°51'52"W., 46.40 feet; thence southwesterly along the arc, through a central angle of 06°51'22", a distance of 46.43 feet; thence S.22°51'22"W., a distance of 12.06 feet to a point to a point of curve to the right having a radius of 30.50 feet, and a chord bearing of S.43°56'38"W., 21.95 feet; to the point of curve of a non tangent curve to the left, of which the radius point lies N.38°21'52"W., a radial distance of 31.50 feet and having a chord bearing of N.31°51'28"E., 21.32 feet; thence northeasterly along the arc, through a central angle of 39°33'22", a distance of 21.75 feet; thence N.12°04'47"E., a distance of 26.76 feet to a point; thence N.16°38'50"E., a distance of 41.61 feet to a point; thence N.04°49'44"E., a distance of 149.85 feet to a point; thence N.12°14'58"E., a distance of 61.24 feet to a point to the POINT OF BEGINNING.

Containing 10,065.06 square feet or 0.2311 acres, more or less as shown upon a plat entitled "ALTA/ACSM and Title Survey of a 74.227 Acre Portion of Lands of Provident Development Group, Inc., City of Charlotte (E.T.J.), Mecklenburg County, North Carolina", Drawing No. 170303147V-AL-3, dated January 11, 2007 and last revised January 12, 2007, by Thomas M. Beer, NCPLS.

End of Description.

TRACT G

Beginning at a point, said point being the POINT OF BEGINNING and the beginning of a curve to the right, of which the radius point lies N.84°58'40"E., a radial distance of 30.00 feet and having a chord bearing of N.39°58'40"E., 42.43 feet; thence northeasterly along the arc, through a central angle of 90°00'00", a distance of 47.12 feet; thence S.05°01'20"E., a distance of 424.02 feet to a point to a point of curve to the right having a radius of 310.00 feet, and a chord bearing of S.20°30'01"W., 267.14 feet; thence S.46°01'22"W., a distance of 134.57 feet to a point; thence S.83°44'28"E., a distance of 70.33 feet to a point; thence S.23°24'11"E., a distance of 51.35 feet to a point; thence S.11°01'07"W., a distance of 11.79 feet to a point; thence S.26°34'20"E., a distance of 11.08 feet to a point; thence S.22°35'22"W., a distance of 10.49 feet to a point; thence S.28°58'38"E., a distance of 15.39 feet to a point; thence S.39°11'10"W., a distance of 12.19 feet to a point; thence S.02°35'44"E., a distance of 13.41 feet to a point; thence S.26°23'13"E., a distance of 30.28 feet to a point; thence S.05°02'24"E., a distance of 14.48 feet to a point; thence S.29°36'20"E., a distance of 62.79 feet to a point; thence S.51°22'00"E., a distance of 57.50 feet to a point; thence S.74°52'56"E., a distance of 27.60 feet to a point; thence S.64°14'46"E., a distance of 56.87 feet to a point; thence S.47°26'41"E., a distance of 35.97 feet to a point; thence S.29°22'40"E., a distance of 70.30 feet to a point; thence S.31°36'14"E., a distance of 99.94 feet to a point; thence N.69°41'49"E., a distance of 49.71 feet to a point to the point of curve of a non tangent curve to the

right, of which the radius point lies N.42°14'57"W., a radial distance of 138.00 feet and having a chord bearing of S.48°07'22"W., 1.79 feet; thence southwesterly along the arc, through a central angle of 00°44'37", a distance of 1.79 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N.41°30'30"W., a radial distance of 137.97 feet and having a chord bearing of S.59°05'44"W., 50.78 feet; thence southwesterly along the arc, through a central angle of 21°12'09", a distance of 51.07 feet; thence S.69°41'49"W., a distance of 147.52 feet to a point to a point of curve to the right having a radius of 32.00 feet, and a chord bearing of N.71°59'02"W., 39.68 feet; thence N.33°39'53"W., a distance of 94.51 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies S.57°17'32"W., a radial distance of 156.95 feet and having a chord bearing of N.48°54'20"W., 87.56 feet; thence northwesterly along the arc, through a central angle of 32°23'44", a distance of 88.74 feet; thence N.61°06'57"W., a distance of 140.35 feet to a point; thence N.64°47'32"W., a distance of 105.17 feet to a point; thence N.16°37'08"E., a distance of 182.79 feet to a point to a point of curve to the right having a radius of 220.00 feet, and a chord bearing of N.31°19'15"E., 111.67 feet; thence N.46°01'22"E., a distance of 146.25 feet to a point to a point of curve to the left having a radius of 280.00 feet, and a chord bearing of N.20°30'01"E., 241.28 feet; thence N.05°01'20"W., a distance of 394.02 feet to a point to the POINT OF BEGINNING.

Containing 138,333.17 square feet or 3.1757 acres, more or less as shown upon a plat entitled "ALTA/ACSM Land Title Survey of a 74.227 Acre Portion of Lands of Provident Development Group, Inc., City of Charlotte (E.T.J.), Mecklenburg County, North Carolina", Drawing No. 170303147V-AL-3, dated January 11, 2007 and last revised January 12, 2007, by Thomas M. Beer, NCPLS.

END OF DESCRIPTION.

TRACT H

Beginning at a point, said point being the POINT OF BEGINNING thence N20°05'48"W, a distance of 354.40 feet to a point; thence N69°54'12"E, a distance of 284.21 feet to a point; thence along a curve to the right having a radius of 165.00 feet an arc length of 337.56 feet a chord bearing and distance of S51°29'20"E 281.70 feet to a point; thence S07°07'08"W, a distance of 96.68 feet to a point; thence along a curve to the right having a radius of 150.00 feet an arc length of 89.80 feet a chord bearing and distance of S24°16'07"W 88.46 feet to a point; thence S41°25'06"W, a distance of 99.71 feet to a point; thence N52°59'10"W, a distance of 200.03 feet to a point; thence S36°24'06"W, a distance of 154.23 feet to a point; to the POINT OF BEGINNING.

Containing 147,887 square feet or 3.395 acres, more or less as shown upon a plat entitled "ALTA/ACSM Land Title Survey of a 74.227 Acre Portion of Lands of Provident Development Group, Inc., City of Charlotte (E.T.J.), Mecklenburg County, North Carolina", Drawing No. 170303147V-AL-3, dated January 11, 2007 and last revised January 12, 2007, by Thomas M. Beer, NCPLS.

End of Description.

TRACT I

Beginning at a point, said point being the POINT OF BEGINNING; thence N.41°25'06"E., a distance of 95.86 feet to a point to a point of curve to the left having a radius of 200.00 feet, and a chord bearing of N.24°16'07"E., 117.95 feet; thence N.07°07'08"E., a distance of 96.68 feet to a point to a point of curve to the left having a radius of 215.00 feet, and a chord bearing of N.51°29'20"W., 367.06 feet; thence S.69°54'12"W., a distance of 143.28 feet to a point to a point of curve to the right

having a radius of 20.00 feet, and a chord bearing of N.65°09'19"W., 28.26 feet; thence N.20°12'50"W., a distance of 34.05 feet to a point to a point of curve to the left having a radius of 175.00 feet, and a chord bearing of N.25°56'00"W., 34.88 feet; thence N.31°39'09"W., a distance of 79.60 feet to a point to a point of curve to the right having a radius of 125.00 feet, and a chord bearing of N.16°54'14"W., 63.65 feet; thence N.02°09'18"W., a distance of 86.68 feet to a point to a point of curve to the left having a radius of 175.00 feet, and a chord bearing of N.16°08'05"W., 84.55 feet; thence N.30°06'52"W., a distance of 18.51 feet to a point; thence N.69°41'49"E., a distance of 658.30 feet to a point; thence N.20°18'11"W., a distance of 184.38 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies N.42°23'33"W., a radial distance of 279.98 feet and having a chord bearing of N.40°08'47"E., 72.71 feet; thence northeasterly along the arc, through a central angle of 14°55'20", a distance of 72.92 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.57°18'52"W., a radial distance of 279.00 feet and having a chord bearing of N.29°59'07"E., 26.29 feet; thence northeasterly along the arc, through a central angle of 05°24'01", a distance of 26.30 feet; thence S.64°47'32"E., a distance of 104.64 feet to a point; thence S.66°50'53"E., a distance of 139.38 feet to a point to the point of curve of a non tangent curve to the right, of which the radius point lies S.25°36'26"W., a radial distance of 143.67 feet and having a chord bearing of S.49°36'00"E., 73.36 feet; thence southeasterly along the arc, through a central angle of 29°35'09", a distance of 74.19 feet; thence S.33°39'53"E., a distance of 184.96 feet to a point; thence N.56°20'07"E., a distance of 26.00 feet to a point to the point of curve of a non tangent curve to the right, of which the radius point lies N.56°20'07"E., a radial distance of 32.00 feet and having a chord bearing of N.18°00'58"E., 50.21 feet; thence northerly along the arc, through a central angle of 103°21'42", a distance of 57.73 feet; thence N.69°41'49"E., a distance of 126.62 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies N.20°13'54"W., a radial distance of 159.91 feet and having a chord bearing of N.58°11'51"E., 64.15 feet; thence northeasterly along the arc, through a central angle of 23°15'29", a distance of 64.91 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S.42°30'07"E., a radial distance of 10.00 feet and having a chord bearing of S.89°56'29"E., 13.97 feet; thence easterly along the arc, through a central angle of 86°44'46", a distance of 15.46 feet; thence S.45°45'21"E., a distance of 23.57 feet to a point; thence S.69°41'49"W., a distance of 21.97 feet to a point; thence S.44°50'58"E., a distance of 8.45 feet to a point; thence S.21°47'01"E., a distance of 51.15 feet to a point; thence N.78°11'38"E., a distance of 27.87 feet to a point; thence N.25°33'51"E., a distance of 55.14 feet to a point; thence N.47°56'57"W., a distance of 42.31 feet to a point; thence N.44°14'39"E., a distance of 19.18 feet to a point; thence N.45°45'21"W., a distance of 19.96 feet to a point; thence S.44°14'39"W., a distance of 33.16 feet to a point to a point of curve to the right having a radius of 5.00 feet, and a chord bearing of N.89°14'39"W., 7.07 feet; to the point of curve of a non tangent curve to the right, of which the radius point lies N.38°14'44"E., a radial distance of 10.00 feet and having a chord bearing of N.04°34'29"W., 13.17 feet; thence northerly along the arc, through a central angle of 88°21'41", a distance of 14.37 feet; thence N.45°45'21"W., a distance of 1.78 feet to a point; thence N.54°39'29"W., a distance of 6.95 feet to a point; thence N.69°41'49"E., a distance of 229.70 feet to a point; thence S.20°18'11"E., a distance of 45.78 feet to a point; thence S.20°11'49"E., a distance of 53.51 feet to a point; thence S.03°03'44"W., a distance of 55.61 feet to a point; thence N.86°14'04"W., a distance of 37.89 feet to a point; thence N.75°23'28"W., a distance of 38.42 feet to a point; thence S.68°33'31"W., a distance of 84.53 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies S.08°02'27"E., a radial distance of 100.00 feet and having a chord bearing of S.55°04'19"W., 90.45 feet; thence southwesterly along the arc, through a central angle of 53°46'28", a distance of 93.85 feet; thence S.61°48'55"E., a distance of 100.00 feet to a point; thence S.18°01'29"E., a distance of 5.30 feet to a point; thence S.77°38'24"E., a distance of 11.77 feet to a point; thence S.74°36'16"E., a distance of 12.17 feet to a point; thence S.89°21'52"E., a distance of 13.52 feet to a point; thence N.33°07'13"E., a distance of 9.21 feet to a point; thence N.28°47'16"E., a distance of 8.76 feet to a point; thence N.59°40'28"E., a distance of 9.55 feet to a point; thence S.61°53'20"E., a distance of

9.61 feet to a point; thence S.77°02'00"E., a distance of 7.67 feet to a point; thence S.77°12'07"E., a distance of 12.46 feet to a point; thence S.61°26'19"E., a distance of 14.89 feet to a point; thence S.35°44'51"E., a distance of 2.86 feet to a point; thence S.39°39'37"W., a distance of 7.07 feet to a point; thence N.86°18'03"W., a distance of 14.26 feet to a point; thence S.29°42'51"W., a distance of 4.64 feet to a point; thence S.04°35'38"E., a distance of 11.49 feet to a point; thence S.11°13'22"W., a distance of 10.33 feet to a point; thence S.20°18'36"W., a distance of 13.63 feet to a point; thence S.25°06'53"W., a distance of 13.78 feet to a point; thence S.13°40'55"W., a distance of 11.37 feet to a point; thence S.24°43'21"W., a distance of 12.94 feet to a point; thence S.02°38'03"W., a distance of 11.53 feet to a point; thence S.03°22'59"E., a distance of 8.13 feet to a point; thence S.13°53'43"W., a distance of 11.83 feet to a point; thence S.34°59'49"E., a distance of 9.61 feet to a point; thence S.20°29'17"E., a distance of 15.80 feet to a point; thence S.21°10'13"E., a distance of 9.61 feet to a point; thence S.26°35'50"E., a distance of 15.90 feet to a point; thence S.29°00'47"E., a distance of 10.68 feet to a point; thence S.35°17'36"E., a distance of 9.81 feet to a point; thence S.11°53'03"E., a distance of 13.50 feet to a point; thence S.07°25'17"E., a distance of 14.86 feet to a point; thence S.48°56'09"E., a distance of 8.86 feet to a point; thence S.31°50'44"E., a distance of 10.25 feet to a point; thence S.24°34'37"E., a distance of 12.12 feet to a point; thence S.33°24'12"E., a distance of 13.86 feet to a point; thence S.33°30'04"E., a distance of 8.41 feet to a point; thence S.50°36'11"E., a distance of 13.11 feet to a point; thence S.49°51'15"E., a distance of 10.78 feet to a point; thence S.16°21'12"E., a distance of 11.71 feet to a point; thence S.77°26'06"E., a distance of 15.63 feet to a point; thence S.47°35'41"E., a distance of 4.69 feet to a point; thence S.44°50'38"E., a distance of 12.98 feet to a point; thence S.45°36'51"E., a distance of 9.24 feet to a point; thence S.20°51'04"E., a distance of 15.00 feet to a point; thence S.26°18'50"E., a distance of 9.18 feet to a point; thence S.22°23'55"E., a distance of 6.77 feet to a point; thence S.07°29'48"W., a distance of 16.63 feet to a point; thence S.03°49'43"E., a distance of 18.42 feet to a point; thence S.07°42'15"W., a distance of 3.80 feet to a point; thence S.04°58'50"W., a distance of 16.01 feet to a point; thence S.05°58'35"E., a distance of 10.08 feet to a point; thence S.12°40'09"W., a distance of 11.08 feet to a point; thence S.22°52'03"W., a distance of 10.68 feet to a point; thence S.15°34'21"W., a distance of 12.66 feet to a point; thence S.16°48'00"W., a distance of 13.08 feet to a point; thence S.29°05'23"W., a distance of 11.07 feet to a point; thence S.38°57'17"W., a distance of 8.80 feet to a point; thence S.53°12'06"W., a distance of 17.60 feet to a point; thence S.69°05'29"W., a distance of 11.80 feet to a point; thence S.41°35'09"W., a distance of 11.99 feet to a point; thence S.61°53'20"W., a distance of 13.92 feet to a point; thence S.76°30'15"W., a distance of 9.00 feet to a point; thence S.53°18'34"W., a distance of 10.86 feet to a point; thence S.60°54'14"W., a distance of 12.05 feet to a point; thence S.44°12'36"W., a distance of 10.77 feet to a point; thence S.44°48'04"W., a distance of 24.20 feet to a point; thence S.86°49'32"W., a distance of 9.36 feet to a point; thence S.73°13'49"W., a distance of 10.12 feet to a point; thence S.37°59'10"W., a distance of 11.29 feet to a point; thence S.62°01'38"W., a distance of 11.83 feet to a point; thence S.63°42'20"W., a distance of 14.20 feet to a point; thence S.65°52'13"W., a distance of 8.00 feet to a point; thence S.68°24'31"W., a distance of 11.66 feet to a point; thence S.67°09'43"W., a distance of 6.26 feet to a point; thence S.58°20'12"W., a distance of 9.41 feet to a point; thence N.76°54'58"W., a distance of 12.99 feet to a point; thence S.80°09'05"W., a distance of 12.92 feet to a point; thence N.82°29'06"W., a distance of 8.56 feet to a point; thence N.82°28'12"W., a distance of 10.53 feet to a point; thence S.77°12'44"W., a distance of 11.50 feet to a point; thence N.82°35'44"W., a distance of 39.93 feet to a point; thence N.72°46'54"W., a distance of 10.57 feet to a point; thence N.72°59'03"W., a distance of 11.62 feet to a point; thence N.61°45'16"W., a distance of 18.30 feet to a point; thence N.51°27'55"W., a distance of 14.32 feet to a point; thence N.60°37'54"W., a distance of 11.70 feet to a point; thence N.42°20'51"W., a distance of 6.26 feet to a point; thence N.64°34'28"W., a distance of 5.85 feet to a point; thence N.61°05'00"W., a distance of 10.90 feet to a point; thence N.68°40'10"W., a distance of 15.59 feet to a point; thence N.77°49'43"W., a distance of 8.87 feet to a point; thence N.73°23'07"W., a distance of 13.64 feet to a point; thence S.04°34'46"E., a distance of 4.13 feet to a point; thence S.42°27'40"E., a distance of 10.69 feet to a point; thence

S.75°20'17"E., a distance of 8.22 feet to a point; thence S.54°23'26"E., a distance of 13.00 feet to a point; thence S.51°31'26"E., a distance of 11.20 feet to a point; thence S.15°55'49"E., a distance of 5.21 feet to a point; thence S.37°32'33"E., a distance of 12.09 feet to a point; thence S.35°25'53"E., a distance of 9.40 feet to a point; thence S.17°29'48"E., a distance of 11.97 feet to a point; thence S.42°04'23"W., a distance of 12.88 feet to a point; thence S.05°34'36"E., a distance of 12.35 feet to a point; thence S.19°42'00"W., a distance of 10.03 feet to a point; thence S.13°33'47"W., a distance of 10.57 feet to a point; thence S.67°31'53"W., a distance of 10.20 feet to a point; thence S.49°04'48"W., a distance of 10.53 feet to a point; thence S.33°01'48"W., a distance of 7.94 feet to a point; thence S.45°00'00"W., a distance of 10.14 feet to a point; thence S.34°54'52"E., a distance of 12.72 feet to a point; thence S.22°22'09"E., a distance of 11.25 feet to a point; thence S.23°17'14"E., a distance of 11.03 feet to a point; thence S.07°22'35"E., a distance of 12.15 feet to a point; thence S.17°47'49"E., a distance of 12.50 feet to a point; thence S.30°21'21"E., a distance of 9.54 feet to a point; thence S.41°19'53"E., a distance of 7.40 feet to a point; thence S.23°11'32"E., a distance of 11.71 feet to a point; thence S.31°01'23"E., a distance of 12.93 feet to a point; thence S.21°06'00"E., a distance of 18.39 feet to a point; thence S.00°22'39"W., a distance of 24.38 feet to a point; thence S.11°46'32"E., a distance of 12.79 feet to a point; thence S.04°58'29"E., a distance of 4.96 feet to a point; thence S.11°16'50"E., a distance of 7.62 feet to a point; thence S.16°14'32"E., a distance of 12.73 feet to a point; thence S.22°54'57"E., a distance of 11.17 feet to a point; thence S.17°39'40"E., a distance of 13.58 feet to a point; thence S.06°28'04"W., a distance of 8.73 feet to a point; thence S.24°15'38"W., a distance of 23.82 feet to a point; thence S.35°17'16"W., a distance of 13.33 feet to a point; thence S.37°58'02"W., a distance of 14.73 feet to a point; thence S.24°02'49"W., a distance of 6.21 feet to a point; thence S.42°04'19"W., a distance of 15.09 feet to a point; thence S.46°42'33"W., a distance of 11.14 feet to a point; thence S.37°39'21"W., a distance of 14.44 feet to a point; thence S.37°12'34"W., a distance of 12.15 feet to a point; thence S.37°55'53"W., a distance of 14.25 feet to a point; thence S.53°37'25"W., a distance of 21.76 feet to a point; thence S.43°47'17"W., a distance of 9.50 feet to a point; thence S.62°42'29"W., a distance of 10.58 feet to a point; thence S.34°12'48"W., a distance of 7.59 feet to a point; thence S.05°03'30"W., a distance of 10.66 feet to a point; thence S.28°52'58"W., a distance of 78.07 feet to a point; thence S.12°07'18"W., a distance of 16.33 feet to a point; thence S.32°11'45"W., a distance of 23.13 feet to a point; thence S.53°53'33"W., a distance of 9.06 feet to a point; thence S.25°51'59"W., a distance of 12.47 feet to a point; thence S.04°02'02"W., a distance of 10.24 feet to a point; thence S.15°00'41"W., a distance of 17.10 feet to a point; thence S.08°41'56"E., a distance of 10.12 feet to a point; thence S.19°40'36"W., a distance of 16.93 feet to a point; thence S.11°07'22"W., a distance of 11.40 feet to a point; thence S.30°34'04"W., a distance of 11.66 feet to a point; thence S.55°44'36"W., a distance of 9.26 feet to a point; thence S.46°15'25"W., a distance of 13.54 feet to a point; thence S.76°49'34"W., a distance of 9.35 feet to a point; thence S.37°48'38"W., a distance of 31.92 feet to a point; thence S.14°12'09"W., a distance of 8.36 feet to a point; thence S.75°53'56"W., a distance of 10.71 feet to a point; thence N.82°33'43"W., a distance of 11.36 feet to a point; thence S.55°19'53"W., a distance of 9.58 feet to a point; thence S.54°36'52"W., a distance of 10.50 feet to a point; thence S.48°02'32"W., a distance of 10.13 feet to a point; thence S.65°05'26"W., a distance of 11.92 feet to a point; thence N.66°17'02"W., a distance of 11.34 feet to a point; thence S.42°16'25"W., a distance of 19.62 feet to a point; thence S.87°26'30"W., a distance of 12.32 feet to a point; thence S.70°40'50"W., a distance of 15.57 feet to a point; thence N.71°05'44"W., a distance of 7.72 feet to a point; thence S.63°52'17"W., a distance of 4.11 feet to a point; thence N.51°44'50"W., a distance of 301.02 feet to a point; thence S.53°40'30"W., a distance of 26.67 feet to a point; thence N.51°32'29"W., a distance of 143.61 feet to a point to the POINT OF BEGINNING.

Containing 1,229,309.11 square feet or 28.2211 acres, more or less as shown upon a plat entitled "ALTA/ACSM Land Title Survey of a 74.227 Acre Portion of Lands of Provident Development Group, Inc., City of Charlotte (E.T.J.), Mecklenburg County, North Carolina", Drawing No.

170303147V-AL-3, dated January II, 2007 and last revised January 12, 2007, by Thomas M. Beer, NCPLS.

END OF DESCRIPTION

TRACT J

Beginning at a point, said point being the POINT OF BEGINNING; thence S.75°27'29"E., a distance of 15.31 feet to a point to a point of curve to the left having a radius of 27.85 feet, and a chord bearing of N.61°21'22"E., 38.12 feet; thence N.21°54'31"E., a distance of 551.94 feet to a point to a point of curve to the left having a radius of 30.00 feet, and a chord bearing of N.10°29'14"W., 32.15 feet; thence N.20°33'20"E., a distance of 56.94 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies N.00°29'34"W., a radial distance of 30.00 feet and having a chord bearing of N.55°42'29"E., 33.38 feet; thence northeasterly along the arc, through a central angle of 67°35'55", a distance of 35.39 feet; thence N.21°54'31"E., a distance of 53.26 feet to a point to a point of curve to the right having a radius of 530.00 feet, and a chord bearing of N.44°48'32"E., 412.48 feet; thence N.67°42'33"E., a distance of 485.70 feet to a point to a point of curve to the left having a radius of 30.00 feet, and a chord bearing of N.36°38'24"E., 30.96 feet; thence N.68°08'13"E., a distance of 57.48 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies N.37°49'15"E., a radial distance of 30.00 feet and having a chord bearing of S.82°14'06"E., 30.05 feet; thence easterly along the arc, through a central angle of 60°06'42", a distance of 31.47 feet; thence N.67°42'33"E., a distance of 32.62 feet to a point to a point of curve to the right having a radius of 330.50 feet, and a chord bearing of N.75°01'03"E., 84.09 feet; thence S.07°18'06"E., a distance of 60.50 feet to a point to the point of curve of a non tangent curve to the right, of which the radius point lies S.03°28'39"E., a radial distance of 269.00 feet and having a chord bearing of S.86°20'44"E., 66.79 feet; thence easterly along the arc, through a central angle of 14°15'49", a distance of 66.97 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S.06°32'49"W., a radial distance of 265.00 feet and having a chord bearing of S.80°25'38"E., 27.98 feet; thence easterly along the arc, through a central angle of 06°03'05", a distance of 27.99 feet to a point of compound curve to the right having a radius of 33.75 feet and a central angle of 61°36'05"; thence southeasterly along the arc, a distance of 36.29 feet; thence S.15°48'00"E., a distance of 14.80 feet to a point to a point of curve to the right having a radius of 185.50 feet, and a chord bearing of S.01°56'36"E., 88.85 feet; thence S.11°54'48"W., a distance of 20.96 feet to a point to a point of curve to the left having a radius of 337.50 feet, and a chord bearing of S.08°13'08"E., 232.33 feet; thence S.29°59'01"E., a distance of 263.29 feet to a point to the point of curve of a non tangent curve to the right, of which the radius point lies S.61°41'48"W., a radial distance of 220.00 feet and having a chord bearing of S.16°39'46"E., 88.78 feet; thence southerly along the arc, through a central angle of 23°16'52", a distance of 89.39 feet; thence S.05°01'20"E., a distance of 616.08 feet to a point to a point of curve to the right having a radius of 220.00 feet, and a chord bearing of S.20°30'01"W., 189.58 feet; thence S.46°01'22"W., a distance of 23.87 feet to a point to a point of curve to the right having a radius of 30.00 feet, and a chord bearing of N.88°58'38"W., 42.43 feet; thence N.43°58'38"W., a distance of 63.93 feet to a point to a point of curve to the left having a radius of 175.00 feet, and a chord bearing of N.61°25'12"W., 104.91 feet; thence N.78°51'45"W., a distance of 35.08 feet to a point; thence N.11°08'15"E., a distance of 140.00 feet to a point; thence N.78°51'45"W., a distance of 120.00 feet to a point; thence N.11°08'15"E., a distance of 51.00 feet to a point to a point of curve to the left having a radius of 175.00 feet, and a chord bearing of N.29°02'30"W., 225.81 feet; thence N.69°13'14"W., a distance of 153.00 feet to a point to a point of curve to the right having a radius of 125.00 feet, and a chord bearing of N.59°25'25"W., 42.54 feet; thence N.49°37'37"W., a distance of 209.55 feet to a point to a point of curve to the left having a radius of 175.00 feet, and a chord bearing of N.60°00'08"W., 63.03 feet; thence

N.70°22'39"W., a distance of 81.12 feet to a point; thence S.21°54'33"W., a distance of 554.06 feet to a point; thence S.03°22'40"E., a distance of 24.96 feet to a point; thence S.02°17'54"E., a distance of 50.01 feet to a point; thence S.86°37'20"W., a distance of 46.39 feet to a point to a point of curve to the right having a radius of 175.00 feet, and a chord bearing of N.88°42'06"W., 28.53 feet; thence N.84°01'32"W., a distance of 145.84 feet to a point to a point of curve to the right having a radius of 175.00 feet, and a chord bearing of N.77°41'33"W., 38.61 feet; thence N.71°21'33"W., a distance of 125.34 feet to a point to a point of curve to the left having a radius of 30.00 feet, and a chord bearing of S.65°27'10"W., 41.06 feet; thence N.83°29'48"W., a distance of 62.34 feet to a point to the point of curve of a non tangent curve to the left, of which the radius point lies N.67°44'07"W., a radial distance of 30.00 feet and having a chord bearing of N.21°34'03"W., 41.55 feet; thence northerly along the arc, through a central angle of 87°39'52", a distance of 45.90 feet; thence N.10°02'12"E., a distance of 51.87 feet to a point to the POINT OF BEGINNING.

Containing 1,315,592.89 square feet or 30.2019 acres, more or less as shown upon a plat entitled "ALTA/ACSM Land Title Survey of a 74.227 Acre Portion of Lands of Provident Development Group, Inc., City of Charlotte (E.T.J.), Mecklenburg County, North Carolina", Drawing No. 170303147V-AL-3, dated January II, 2007 and last revised January 12, 2007, by Thomas M. Beer, NCPLS.

END OF DESCRIPTION

TRACT K

Beginning at a point, said point being the POINT OF BEGINNING and the beginning of a curve to the right, of which the radius point lies S29°13'29"W, a radial distance of 2,772.98 feet; thence southeasterly along the arc, through a central angle of 01°38'25", a distance of 79.39 feet, chord bearing and distance of N59°57'19"W, 79.39 feet; thence N77°32'57"W, a distance of 75.46 feet to a point; thence N11°56'51"E, a distance of 24.00 feet to a point; to the POINT OF BEGINNING.

Containing 920 square feet or 0.021 acres, more or less as shown upon a plat entitled "ALTA/ACSM Land Title Survey of a 74.227 Acre Portion of Lands of Provident Development Group, Inc., City of Charlotte (E.T.J.), Mecklenburg County, North Carolina", Drawing No. 170303147V-AL-3, dated January II, 2007 and last revised January 12, 2007, by Thomas M. Beer, NCPLS.

END OF DESCRIPTION

EXHIBIT B

Land Subject to Annexation in Future

Any land within two miles of the Property described in Exhibit A of this Declaration

EXHIBIT C

Initial Rules and Regulations

The following restrictions shall apply to all of the Community until such time as they are amended, modified, repealed, or limited pursuant to Article IV of the Declaration:

1. General. The Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for Declarant to assist in the sale of any property or portion thereof as described in **Exhibit A** or **B**, offices for any property manager retained by the Association, and business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as the Board may impose:

(a) Parking any vehicles on streets or thoroughfares within the Community or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; however, construction, service, and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;

(b) Parking any vehicles on Common Areas except in parking areas designated by the Board;

(c) Raising, breeding or keeping animals, livestock or poultry of any kind, except that a reasonable number of dogs, cats (the combined number of dogs and cats not to exceed three) or other usual and common household pets may be permitted on a Lot. Any animal which makes objectionable noise or, in the Board's judgment, constitutes a nuisance or inconvenience to the occupants of other Lots, shall be removed by the owner upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Rottweilers, pit bulls, chows and other aggressive breeds of dogs shall not be allowed within the Community. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Owners shall clean up behind any Pet while walking such Pet on any Common Property. Pets shall be registered, licensed, and inoculated as required by law;

(d) Any activity that emits foul or obnoxious odors outside the Lot or creates noise or other conditions, which tend to disturb the peace or threaten the safety of the occupants of other Lots;

(e) Any activity that violates local, state, or federal laws or regulations; provided, the Board shall have no obligation to take enforcement action in the event of a violation;

(f) Pursuit of hobbies or other activities, which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;

(g) Any noxious or offensive activity (including, without limitation, barking dogs) which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;

(h) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Lot;

(i) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

(j) Use and discharge of firecrackers and other fireworks;

(k) Dumping grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and builders may dump and bury rocks and trees removed from a building site on such building site;

(l) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers. Such containers shall be either screened from view or kept inside, except as reasonably necessary for garbage pick ups;

(m) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

(n) Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and recorded, except that Declarant shall be permitted to subdivide or replat Lots it owns;

(o) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams, or other bodies of water within the Community, except as otherwise permitted in the Declaration and except that fishing from the shore shall be permitted with appropriate licenses. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Community;

(p) Use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program;

(q) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(r) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(s) Any business, trade, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii)

the business activity conforms to all zoning requirements for the Community; (iii) the business activity does not involve door-to-door solicitation of residents of the Community; (iv) the business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Community which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Community, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a builder approved by Declarant with respect to its development and sale of the Community or its use of any Lots which it owns within the Community;

(t) Capturing, trapping, or killing of wildlife within the Community, except in circumstances posing an imminent threat to the safety of persons using the Community;

(u) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community;

(v) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Article V;

(w) Operation of motorized vehicles on pathways or trails maintained by the Association;

(x) Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article V of the Declaration. This shall include, without limitation, landscaped or grassed areas; signs; basketball hoops, swing sets, and similar sports and play equipment; clotheslines; garbage cans; woodpiles; docks, piers, and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind. Under no circumstances shall the ARC approve the replacement of all or a majority of the grassed area of a Lot with mulch or stone;

(y) Use of exterior decorative lights, including holiday displays, with a light bulb color other than white; furthermore, if a holiday display creates a significantly increased traffic flow within the Community, the Lot's Owner or occupant responsible for such display shall remove it upon request of the Board and if the Owner or occupant does not remove such display within a reasonable time, the Board may remove the display;

(z) Hanging of sheets, towels, clothes or laundry in windows or anywhere on a Lot so as to be visible from any roadway or any other Lot; and

(aa) No boat ramps of any kind shall be permitted on any Lot, no boat shall be placed in (or removed from) the waters of the Lake from any Lot, and no floating boat dock shall be allowed on or adjacent to any Lot or on the Lake; and

(bb) No water craft equipped with a marine toilet having a fixed or portable holding tank, or a through hull or overboard discharge toilet, shall be permitted at any Waterfront Lot Owner's boat docks, unless otherwise approved by the Architectural Review Committee or the Association.

3. Prohibited Conditions. The following shall be prohibited within the Community:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community;

(b) Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair;

(c) Installation of any sprinkler or irrigation systems or wells of any type, other than those initially installed by Declarant or a Declarant approved builder, which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community, except that Declarant and the Association shall have the right to draw water from such sources;

(d) Satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Community; and (i) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) satellite dishes designed to receive video programming services via multi point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennas designed to receive television broadcast signals ((i), (ii), and (iii), collectively, "Permitted Devices") shall be permitted; however, any such Permitted Device must be placed in the least conspicuous location on the Lot (generally being the rear yard) at which an acceptable quality signal can be received and is not visible from the street, Common Area, or neighboring property or is screened from the view of adjacent Lots in a manner consistent with the Community-Wide Standard and the Architectural Guidelines; and

(e) Installation of exterior decorative items, including but not limited to statuary, fountains or wishing balls, but not including flags which are displayed on a flagpole.

4. Leasing of Lots. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term; however, in no case shall such term be shorter than six (6) months. No Owner shall lease any Lot without first contracting a professional, licensed property management company to manage the Lot and the lease, and without first providing the Association with a copy of that contract. No owner shall lease any Lot without first providing all lessees with copies of the Governing Documents. Each lease shall require all lessees to acknowledge receipt of copies of all of the Governing Documents and to comply with and adhere to all of the Governing Documents. A true copy of each executed lease, together with such

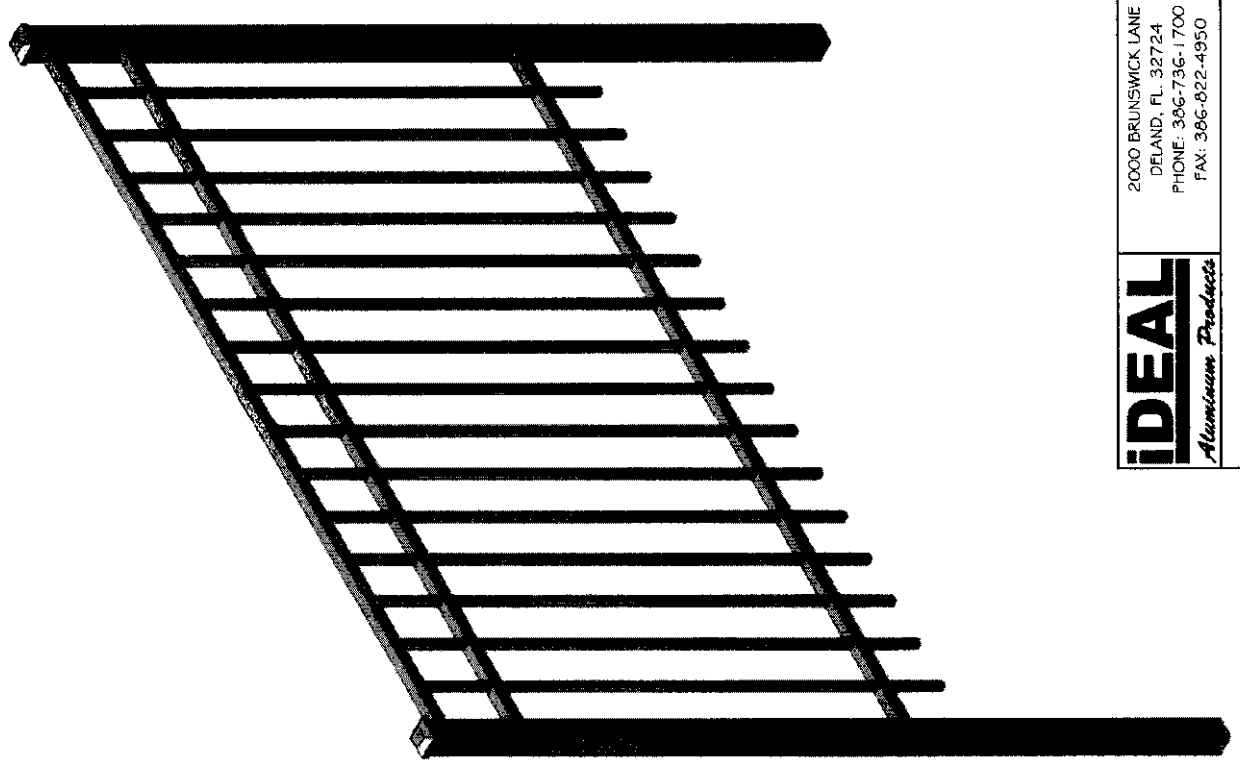
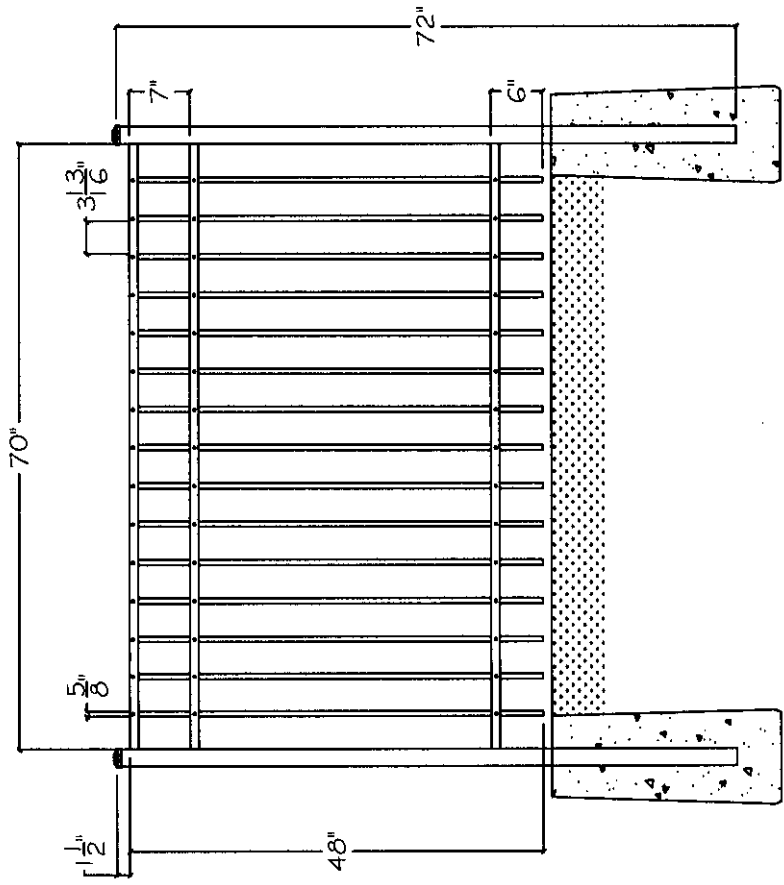
additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease.

EXHIBIT D

Fence Drawing

[Attach Drawing]

FENCE PARTS	
ITEM	DESCRIPTION
1	5/8" PRESS POINT PICKET W/ .050" THICKNESS
2	1" X 1" HORIZONTAL RAIL W/ .062" X .072" THICKNESS
3	2" POST CAP
4	2" SQ. POST W/ .062" THICKNESS
5	SCREWS
6	
7	
8	



iDEAL
Aluminum Products

2000 BRUNSWICK LANE
 DELAND, FL. 32724
 PHONE: 386-736-1700
 FAX: 386-822-4950

D:\CAD DEPARTMENT\DRAWINGS\B\4\4\4\REV\ENCE\ENCE RESIDENTIAL\300-GPT

DWG. NO: 300-72-48 REV: 01

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JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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