CONDETIONS AND RESURICTIONS PRINCETON ATSOUTHAMPTON DECEMBATION OF COVENANTS,

#### DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR PRINCETON AT SOUTHAMPTON

SIMIL Declaration is made as of the 15th day of January, 2000 by CENTEX HOMES, peral partnership ("Declarant"), with reference to the following facts:

#### WITNESSETH:

WHEREAS, Lectlagant is the owner of certain real property (which property, together with such portions of the Additional Land, if any (as hereinafter defined), as Declarant may elect to add to such property by filing of a Map thereof and supplemental filing pursuant to Article 15 hereof, shall be hereinafter referred to as "Princeton at Southampton") located in Mecklenburg County (North Carolina, and more particularly described on Exhibit A attached for single-family detacked townkome dwellings; and hereto and made a part hereof. Declarant intends to improve Princeton at Southampton as a planned residential townhome development by dividing such property into Lots appropriate

WHEREAS, Declarant owns real property in Mecklenburg County, North Carolina, located adjacent to the property hereinabove described (which, if applicable to this Declaration, is more particularly described on Exhibit B attached hereto and made a part hereof and referred to herein as the "Additional Land"). Declarant may, in its sole discretion and without obligation, by one observe supplemental filings pursuant to Article 15 hereof. make all or any portion of the Additional Lard, of Princeton at Southampton; and if any, subject to this Declaration and a part

scheme and general plan for its improvement and maintenance; and WHEREAS, Declarant intends to develop Princeton at Southampton under a common

accordance with the provisions of this Declaration, to the coverants, conditions, restrictions, easements, liens, charges, assessments and equitable servifudes set forth in this Declaration, for the benefit of Princeton at Southampton and the future owners of Lots therein; and Land, if any, reserves the right to), subject the instial Map(s) of Princeton at Southampton, and so much of the Additional Land, if any, as shall, from time to time, be annexed in WHEREAS, for this purpose Declarant intends to (and with respect to the Additional

WHEREAS, Declarant deems it desirable for the management and administration of the planned development and for the preservation of the values and arientities of the planned development to incorporate the Princeton at Southampton Owners Association, Inc. as a nonprofit corporation under the laws of the State of North Caredina for the purposes of administering and enforcing the limitations, covenants, conditions, restrictions, easements, liens and equitable servitudes created by or imposed in accordance with the previsions hereof, collecting and disbursing the assessments and charges imposed in accordance with the provisions hereof, and exercising such other powers as may be authorized by this Declaration, by law, or by its Articles of Incorporation and Bylaws.

nw/nemen/handeag@goutherterlos/decres.pri

NOW, THEREFORE, Declarant hereby declares as follows:

#### ARTICLE 1 DEFINITIONS

following terms shall have the following meanings when used in this Declaration:

Act. 'Act' means and refers to the North Carolina Planned Community Act, North Carolina General Statutes.

- when so subjected, shall become a part of the Property LOZ. Additional Land" means the real property described on Exhibit By if any shall be attached hereto, all or any portion of which may from time to time be made subject to this Declaration pursuant to the provisions of Article 15 hereof and which,
- 1.03. Appraisal. (Appraisal) means an appraisal by a member of the Appraisal Institute of the National Association of Real Estate Boards (or, if such Institute is not then in existence, a like organization)
- including any amendments 1.04. Articles. \"Aprictes" thereto means the Articles of Incorporation of the Association,
- Association, Association. 'Association' means the Princeton at Southampton O Inc., a North Carolina nonprofit corporation, its successors and assigns means the Princeton at Southampton Owners
- 1.06. Board, "Board" means the Board of Dire ptors of the Association
- amendments thereto Bylaws. "Bylaws" means Ē Bylaws of the Association, including any
- of North Carolina, 1.08 City City "City" means the City of Charlotte in Mecklenburg County in the State
- trust for the benefit of the Association for the common use and enjoyment of its Members, and all improvements and facilities constructed thereon for such purposes. Common Areas shall be shown on Map(s) of the Property recorded in Mecklenburg County, North Carolina, and designated thereon as "Common Area", "Common Open Space", or other similar designation but does not include any Lot or real property overwhich the Association has only an easement. "Common Area" shall include all private streets and waste water treatment and disposal facilities, if any, together with any public road, right-of-way or cul-de-sac in the Property which has been dedicated to the public on Map(s) of the Property recorded in Mecklenburg County, North Carolina but not accepted for public maintenance by the appropriate governmental entity. Declarant hereby grants to the Association an easement over any such road, right-of-way or cul-de-sac which shall automatically forminate upon dedication to and acceptance for public maintenance by the appropriate governmental entity. Common Area. "Common Area" means all reat property owned by or held in

- or stapensions on issuance of land use permits and approvals or affecting the availability of water-sever, power or other utilities or necessary services; inclement weather; civil strife; major disaster or other cause beyond Declarant's reasonable control, said ten (10) year period shall be extended by me serviced of any such delay), or (iii) at such time as Declarant records a Notice of Termination of Sales in the public records of Mecklenburg County. conveyance of all Lots in the Property to purchasers other than a successor Declarant hereunder, or (b) expiration of the later of (i) ten (10) years from the closing of the first sale of a Lot by Declarant, (ii) three (3) years from the conveyance of the first Lot in the Phase most recently made subject to this Declaration (provided, however, if Declarant is delayed in developing the Property, constructing improvements or selling Lots and dwellings due to surises or work stoppages; shortages of materials, supplies, fuel, power, or energy; moratoria
- County "County" means Mecklenburg County in the State of North Carolina
- 1.12. CPI "CPI" means The Consumer Price Index For All Urban Consumers of the United States Bureau of Labor Statistics (All Items) for the City of Charlotte, Mecklenburg County, North Carolina.
- 1.13. Declarant "Declarant" recans Centex Homes, a Nevada general partnership, and any successor or assign to whom Declarant assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official records of the County.
- supplements hereto. . 14 Declaration. "Declaration" means, this Declaration and all amendments or
- 1.15 EHA. "FHA" means the Federal Housing Administration.
- 1.16. Insurance Trustee. "Insurance Trustee" racens a national banking association or title insurance company licensed to do business in North Carolina as may be designated by the Association to hold and disburse funds as trustee for the Association and the Owners, as provided in this Declaration.
- 1.17. Lot. "Lot" means any numbered lot or plot of land, together with any improvements thereon, which is shown upon any Man covering the Property, or a part thereof, which is not a dedicated or private right of way or Common Area.
- 1.18. Map. "Map" means a recorded subdivision plat of a portion of the Property recorded in the County Public Registry.
- 1.19. Member. "Member" means a member of the Association,
- 1.20. Mortgage, "Mortgage" means a mortgage or deed of trust which constitutes a first lien upon a Lot given to a bank, savings and loan association or other institutional lender for the purpose of securing indebtedness incurred to purchase or improve a Lot)
- Mortgage. 1.21. Mortgages. "Mortgagee" means the holder of the beneficial

- (5) days before the effective date of the proposed action. 1.22. Notice and Opportunity for Hearing. "Notice and Opportunity for Hearing" means giving at least fifteen (15) days' prior notice of a proposed action and the reasons thereby, and an opportunity to be heard by the Board, orally or in writing, not less than five
- 1.23. Owner. "Owner" means the record owner, whether one or more persons or entities, of alfee simple title to any Lot, and shall include Declarant as to any Lot owned by Declarant. "Owner" shall not include any person or entity who holds an interest in a Lot morely as security for the performance of an obligation or as a tenant.
- liability company, trustee or other legal entity capable of holding title to real property. 12/2 Persons "Person" means an individual, corporation,
- 1.25. Property. "Property" means the property described on Exhibit A and, when and if subjected to the terms and provisions of this Declaration, all or any portion of the Additional Land, if any.
- 1.26. Phase.—"Phase" ricans the real estate shown on each Map of the Property, including the property, described on Exhibit A as recorded in the County Public Registry.
- 1.27. Rules and Regulations. "Rules and Regulations" means reasonable and nondiscriminatory rules and regulations as may be adopted from time to time by the Association, provided notice of such rules and regulations has been given to Owners in accordance with the requirements of this Declaration. 1.27,
- advertising the Property; the right to use easements through the Common Area and through any Lot or Lots for the purpose of making, repairing, maintaining, replacing and operating improvements within the Property, and the right-to-elect, appoint or remove any officer or 1.28. Special Declarant Rights. "Special Declarant Rights" means, without limitation, the rights as defined in Section 47F-1-103(28) of the Act for the benefit of a Declarant, including, but not limited to the following: the right to complete, repair, maintain, replace and operate improvements indicated on Maps of the Property; the right to exercise any development right; the right to maintain sales offices, manage offices, models and signs Board member of the Association during any period of Declaran) control.
- declaration of covenants, conditions and restrictions which shaff be recorded for the purposes of annexing additional property, including all or any portion of the Additional Land, if any, to the Property and causing such property to be subject to the scheing of covenants, conditions and restrictions contained in this Declaration.
- Members (in a class of Members of the Association, or of Members of the Declarant, as the case may be) whose membership at the time the determination of voting power is made has not been suspended in accordance with the provisions of this Declaration or the Rules and Regulations. Voting Power shall be computed by including all such Members whether or not such Members are present in person or by proxy at a meeting. All voting specifications and requirements shall apply to the entire Property.

### ARTICLE 2 SUBMISSION AND TERM

scheme and general plan for the development, improvement and maintenance of the Property and (b) for the purpose of chancing, maintaining and protecting the value, desirability and attractiveness, of the Property. All of the limitations, covenants, conditions, restrictions, easements, fiens, charges, assessments and equitable servitudes set forth herein shall run with, be building upon and inure to the benefit of the Property, shall be binding on and inure to the benefit of each and every person having or acquiring any right, title or interest in the Property, shall be binding upon and inure to the benefit of the successors in interest of such persons, and shall inure to the benefit of the Association, its successors and assigns. sold, leased vented, used, occupied and improved subject to each and all of the limitations, doverhants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth herein, all of which are declared to be (a) in furtherance of a common

- 2.02. Incorporation of Declaration Into Instruments. Any deed or other instrument by which a Lot is conveyed shall be subject to the provisions of this Declaration and shall be deemed to incorporate the provisions of this Declaration, whether or not the deed makes
- 2.03. Term. This Declaration shall remain in force until terminated by the affirmative vote of eighty percent (80%) of the total Woting Power of the Association and the written consent of eighty percent (80%) of the Mortgagees; or such lesser percentage as may be required or permitted by the Act; provided, however, that if a two-class voting structure is in effect such action shall require the written approval of FHA.

## COMPLIANCE WITH MANAGEMENT DOCUMENTS

- to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages or for injunctive relief. tenant of a Lot shall comply with the provisions of this Declaration, the Bylaws, Rules and Regulations duly adopted by the Association, decisions and resolutions of the Association and its duly authorized representatives, all as may be amended from the to time, and failure Compliance with Declaration and Suher Bocuments. Each Owner, resident or
- 3.02. Resolution of Conflicts Between Documents. Each Owner covenants and agrees that the administration of the Property shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws and Rules and Regulations duly adopted by the Association. If there are any matters of conflict or inconsistencies in the Bylaws, Articles and this Declaration, then the provisions of this Declaration shall prevail. In the event that anything shown on a Map for all or any portion of the Property is in any way inconsistent with provisions of this Declaration, then the provisions of this Declaration shall prevail. If provisions of this Declaration shall prevail.

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#### ARTICLE 4 PROPERTY RIGHTS

subject to the following rights and restrictions: 4.61. Common Area Easements. Each Owner shall have a non-exclusive right and casement of use and enjoyment in and to the Common Area and of access to and from such Owner's Lot over any streets comprising a portion of the Common Area, which rights and easements shall be appurtenant to and shall pass with the title to such Owner's Lot and

- to junit the number of guests of an Owner, to charge reasonable fees with respect to the use Common Area facilities, if any, and to limit the use of said facilities to Owners who pecupy a residence in the Property.
- (b) The right of the Association to suspend the right of an Owner to use any Common Area-facilities (1) for any period during which any fine against a Member or any assessment against such Owner's Lot remains unpaid; and (ii) after Notice and Opportunity for Hearing, for a period not to exceed thirty (30) days for any infraction of the Rules and Regulations.
- (c) The right of the Association, subject to the provisions of the Act (Section 3-112), to encumber or convey all or any part of the Common Area, provided however that if a two-class voting structure is in effect such action shall require the written approval of FHA.
- (d) The right of the Association to grant easements, leases, licenses and concessions through or over the Coramon Areas.
- (e) The right of the Association, subject to the provisions of the Act (Section 3-112), to borrow money to improve repair, restore and reconstruct the Common Area and to place liens on the Common Area and otherwise encumber the Common Area for such purposes, provided however that if a two-class voting structure is in effect such action shall require the written approval of FHA.
- (f) The right of the Association to adopt Rules and Regulations governing use and enjoyment of the Common Area and the Property
- for ingress and egress over, in, to and throughout the Common Area The rights of the Association and of Declarant to the use of easements
- (h) The right of the Association to enter any Lot in order to perform any maintenance, alteration, or repair required herein to be performed by the Association, and the Owner of such Lot shall permit the Association or its representative to enter for such purpose at reasonable times and with reasonable advance motion.
- (i) The right of the Association or its representative to enter any Lot case of any emergency threatening such Lot or any other lot for the purposes Cose S 泊费

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immediate remedying or abating the cause of such emergency. Such right of entry shall be

of Princeton at Southampton, subject to the rights of others and to the provisions set Declarant's adjoining subdivision known commonly as Oxford/Cambridge at Southampton for pedestrian and bicycle ingress, egress and regress over and across those lareas, designated as "Common Open Space-Easement Tract" on record maps forth herein. The non-exclusive right and easement of each owner of a lot within

Tract" on record purps of Oxford and/or Cambridge at Southampton for the non-exclusive right of pedestrian and biexcle ingress, egress and regress over and across such areas, subject to the rights of others and to the provisions set forth in the Declaration of Covenants, The addition to the foregoing, every Owner shall have a right and easement of enjoyment in and to those areas within Declarant's adjoining subdivision known commonly as Oxford Cambridge at Southampton designated as "Common Open Space-Easement Tract" on record make of Oxford and/or Cambridge at Southampton designated as "Common Open Space-Easement to the rights of others and to the processing for Oxfo for Oxford and Cambridge at Southampton recorded in the

County Public Registry.

of the Common Area and any facilities thereon to the members of his or her family or household residing on his or her Lot and to his or her guests and invitees while in possession of his or her Lot, subject, however, to reasonable restrictions imposed by the provisions of this Declaration, the Bylaws and the Bales and Regulations. Provided the notice required by while residing on such Owner's Lot, shall be entitled to use and enjoy the Common Area and any facilities thereon and to delegate rights of use and enjoyment in the same manner as if such tenant were the Owner of such Lot. No such delegation shall release an Owner from his or her obligations hereunder, including, without limitation, the obligation to pay regular

Owner or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as the rights of Owners. Upon request, each Owner or tenant shall notify the Secretary of the Association of the names of all persons to whom such Owner or tenant has delegated any rights of use and Common Area and the relationship that each such person bears to such

#### Tenants.

(a) Any Owner who rents or leases his or her Lot to a tenant shall not be entitled to use and enjoy any common facilities on the Common Area during the period the Lot is occupied by such tenant.

one family shall live on any one Lot. Except with respect to construction trailers or model homes which may be used or occupied by Declarant, the Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than twelve (12) months (unless a lease is expecuted for No Owner shall lease or rent less than an entire Lorand-no mere than

a shorter term in connection with the sale of a Lot by an Owner who is to temporarily occupy such Lot following the closing of the sale thereof). Subject to the foregoing restrictions, Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall previde that it is in all respects subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person and Regulations. from complying with the provisions of this Declaration, the Bylaws, and the Rules

iminediately É give to the Association in writing: Trithe-event an Owner shall rent or lease his or her Lot such Owner shall

the name of the tenant and the Lot rented or leased

be current address of such Owner;

- a true and complete copy of the lease or rental agreement; and
- 3 the sertification of the Owner that the tenant has been given a been advised of any obligations he may have thereunder as a copy of this Declaration, any applicable amendments, the Bylaws and the Rules and Regulations and that such tenant has
- (d) In no event shall any lease or reptal agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.
- 4.04. Encroachment Easements. If any Common Area or Lot encroaches upon another Lot or other Common Area because of the placement, construction, reconstructed, overhang, repair, movement, settling or shifting of the improvements constructed, reconstructed or repaired in accordance with the provisions of this Declaration, an easement for the encroachment and for its maintenance shall continue so long as said encroachment exists, provided, however, that in no event shall such an easement exist for willful encroachments.
- 4.05. Utility Easements. The Property shall be subject to such easements for roadways, driveways, walkways, parking areas, water lines, sanitary sewer lines, storm drainage facilities, gas lines, telephone lines, electric power lines, steet lamps and other utilities as shall be installed and/or constructed by the Declarant in connection with its development of the Property. Any easements for installation, maintenance, use or regair of public utilities or drainage facilities which are dedicated on any Map of the Property or permitted to remain which may damage or interfere with the installation, mainten created on the County record by Declarant in some other way so as to provide notibe the reof shall be kept free of buildings, and within such easements no structure shall be placed or The Property shall be subject to ance,

of tepair of such public utilities or drainage facilities, or which may damage, interfere, or change the direction or flow of drainage in the easements. All such easements at all times shall be accessible to Declarant until the Property is completed and at all times shall be socessible to all persons installing, repairing, using or maintaining such utilities and drainage

- other do-ownership which allows multiple Owners sequential possessory interests in a Lot. interest in a Lot seek any echarant in preparing and recording Maps, there shall be no further subdivision or partition shall any Owner other than Declarant, or any other person acquiring any interest in a Lor seek any partition or subdivision thereof. There shall be no time-sharing or
- 4.07. Sale of Common Area. Except as otherwise provided in this Declaration, no sale, transfer, dedication, hypothecation, partition, subdivision, abandonment, release or alienation of the Common Area shall, or may be, effected except as provided in the Act, provided further, however, that if a two-class voting structure is in effect written approval of FHA shall also be required
- 4.08. Rules and Regulations. The Association shall have the right to adopt, publish and enforce Rules and Regulations governing the Property, the use and enjoyment of the Common Area, and any facilities, thereon, and the personal conduct thereon of the Owners, their guests, invitees, members of their families or households and tenants. Such Rules and impact on Declarant or upon the sale of Lots or the construction of improvements thereon, and must be consistent with this Declaration, the Articles and the Bylaws. Any change or has been given by mailing a copy of the Rules and Regulations, postage prepaid, at least ten (10) days before the effective date of the Rules and Regulations, to each Owner addressed to the Owner's address last appearing in the books of the Association.
- 4.09. Enforcement. Unless otherwise limited by the terms and provisions of the Act, the Association shall have the right, after Notice and Opportunity for Hearing, to levy fines for infraction of the provisions of this Declaration or the Rules and Regulations, provided (a) the Member shall have been warned in writing of a Previous infraction within the preceding one (1) year, and (b) the fine conforms to the provisions of Section 9.11.

#### 4.10. Party Walls

- the original construction of the townhomes upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or oxissions shall apply General Rules of Law to Apply. Bach-wall which is built as a part of
- (b) Sharing of Repair and Maintenance. The cost of replacement, and maintenance of a party wall shall be shared equally by the Owners townhomes which share the wall, in proportion to such use. ø

Distributed of hampion doors, pri

- damaged by fire or other causality, any Owner who has used the wall in destroyed or and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any af law regarding liability for negligent or willful acts or omission.
- such cloments; an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against an Owner who B Weatherproofing. Notwithstanding any other provision of this Section,
- and shall pass to such Owner's successors in title. Contribution from any other Owner under this Section shall be appurtenant to the land
- may be amended from time to or under the provisions of this Article, the same shall be settled by arbitration in the manner provided under the Uniform Arbitration Act of North Carolina, as the same time.

# COMMON AREA EASEMENTS AND RIGHTS OF WAY; ENCUMBRANCES

conclusively binding on all Owners. The power of attorney herein granted shall include authority to do such acts incidental to such grant and to incur such expenses as may be necessary or convenient in connection therewith. The Board, by resolution, shall instruct the appropriate officers of the Association to make, execute and deliver on behalf of any Owner, as his or her interest may appear, any and all instruments, certificates and documents, including but not limited to, releases, waivers, deeds, escrow instructions and conveyances water, gas and sprinkler improvements and facilities, provided (a) any such easement does not unreasonably interfere with the use and enjoyment of the Common Area, (b) the prior written consent of Declarant shall be obtained so long as Declarant owns any Lot, and (c) as long as there are two (2) classes of memberships in the Association, prior written approval of FHA shall be obtained. Each Owner, by accepting a good to a Lot, expressly grants to the Association an irrevocable power of attorney for the purpose of glanting such easements in officer of the Association may execute, acknowledge and record in the official records of the County a certificate stating that the Board is the attorney in fact for the Owners for the Brant. purpose of such grant and that such power of attorney is properly exercisable in accordance with this Declaration. The acts of the Board in exercising its power of attorney shall be over, through and across the Common Area for any public or quasi-public improvements or facilities and their appurtenances, including, without limitation, street, sewer, drainage, kind and nature, as may be deemed necessary or convenient for such dedication or Dedications. The Association shall bave the power to grant easements in, on,

for pedestrian and bicycle ingress, egress and regress over and across those areas designated as "Common Open Space--Easement Tract" on record maps of Princeton at Southampton, subject to the rights of others and to the provisions set forth herein In addition, Declarant reserves and dedicates to each owner of a lot within Declarant's adjoining subdivision known commonly as Oxford/Cambridge at Southampton an easement

of each class of Members of the Association, or (b) if a two-class voting structure is not in effect, upon the written consent of eighty percent (80%) of the total Voting Power of the Association residing in Members other than Declarant; or such lesser percentage as may be required or permitted by the Act. As long as there are two (2) classes of membership in the Improve, repair, restone and reconstruct the Common Area and to place liens on the Common Area and otherwise encumber the Common Area for such purposes (a) if a two-class voting structure is in extect, upon the written consent of eighty percent (80%) of the Voting Power to the Common Area for such purposes (a) if a two-class voting structure is in extent of eighty percent (80%) of the Voting Power to the Common Area for such purposes (80%) of the Voting Power to the Common Area for such percent (80%) of the Voting Power to the Common Area and to place liens on the Common Area and the Place liens on the Common Association, any mortgaging of the Common Area shall require the approval of FHA.

## MAINTENANCE, REPAIR AND REPLACEMENT

roadways, alleyways and streets, retaining walls, signage, Common Area driveways and parking areas, sidewalks, walking paths or nature trails, lakes, ponds or streams, including retention ponds, swimming pools, cabanas and other recreational facilities, and other improvements or utilities situated on the Common Area. assessments against the Owners. This responsibility shall also include, without limitation, maintenance, repair and replacement of all and scaping and grassed areas, fencing, private 6.01. Maintenance by Association. The Association shall repair, maintain, and replace as necessary the Common Area and all improvements, utilities and facilities located thereon and therein. The Association's finaintenance obligation with respect to Common Area shall arise upon the filing with the Association by Declarant of a notice of completion of Common Area improvements, or any portion thereof, and the commencement of annual

and replaced by the Lot Owner] trees, landscaping, grass, fencing, walks, driveways (as hereinafter limited) and other exterior improvements. Majatepance of the driveway constructed by Declarant upon each Lot shall extend only to the exterior face of the garage door, beyond which such maintenance, repair and replacement shall be the responsibility of such Lot Owner. The Association shall maintain any portion of any sewer facility located upon any Lot between the clean-out for such Lot and the sewer main to which such line is connected, provided that the Owner of each Lot shall be responsible for all repair, replacement and clean out of sewer lines and facilities located upon such Owner's Lorbehind the clean-out to (and including the lines and facilities servicing) the townhome unit Exterior maintenance required by the Association hereunder shall not include the cleaning of patios. In addition to maintenance upon the Common Area, the Association shall also provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces [with the exception of entry doors (including garage doors) and their apperticaant hardware and all exterior glass including windows and patio doors, all of which shall be ratintained, repaired

walkways, stoops, or driveways on the Lots, all of which shall be the responsibility of the Lot Owner. The determination of the need, quality, extent and cost of such maintenance and repairs, shall be made by the Board of the Association, which determination shall be reasonable and made upon consistent and non-arbitrary principles adopted by the Board.

- maintenance by Owners. Except as provided in Section 6.01, above, all repair, maintenance land replacement of the improvements and utilities located upon an Owner's Lot except for performent of the improvements and utilities located upon an Owner's Lot provided) shall be the responsibility of the Owner thereof. Without limiting the generality of the foregoing, and subject to the requirements of Article 7 and Section 13.02 of this improvements on his exchall be responsible for replacement and reconstruction of casualty. Each Owner shall maintain, repair and replace, at his or her expense, all exterior which shall need repair, including bathroom and kitchen fixtures, light fixtures or other each Owner shall repair, including bathroom and kitchen fixtures, light fixtures or other each Owner shall repair, indipatath and replace, at his or her expense, the heating and air the Common Area adjacent to the Dot. Each Owner shall be responsible for interior pest control.
- 6.03. Negligence. The cost of repair or replacement of any improvement to be maintained and kept in repair by the Assectation, which repair or replacement is required because of the act or omission of any Owner, the Owner's family, guests, or invitees, shall be added to and become a part of the assessment
- agents shall have access over and upon any Lot when necessary in connection with any repair, maintenance, or replacement of improvements for which the Association is responsible or for the enforcement of this Declaration, and each Owner shall accept title to or her Lot subject to such right of access of the Association or its agents.

#### ARTICLE 7

Property: In addition to the restrictions set forth in Article 13 below, the following apply to the

7.01. Residential Use. Except as otherwise provided in this Declaration, Lots shall be used as a residence for a single family and for no other purpose. Except with respect to construction trailers or model homes which may be used or occupied by Declarant ho Owner shall use or cause or permit to be used his or her Lot for any business, commercial, manufacturing or mercantile use or purpose, or for any other nonresidential use or purpose. The foregoing notwithstanding, it shall be expressly permissible for Owners to conduct certain business or commercial activities within their residence which do not canflict with zoning ordinance restrictions and regulations. No such activity shall-be edilencted

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which shall unduly burden traffic flows within the Property or cause the parking of non-resident vehicles upon the street for unreasonable or excessive periods of time. It shall be within the discretion of the Board to determine, on a case-by-case basis, which commercial and business related activities will be compatible with the residential nature of the ne<del>let</del>ation

any ether part of the Property. No unlawful activity shall be conducted on any Lot or in unreasonable annuage, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment of occupants of Lots. No doorways, walkways or streets shall be obstructed in any manner which would interfere with their use for ingress of egress in the event of fire, earthquake or other emergency.

trailer, recreational vehicle, damper, camper truck or commercial vehicle shall be parked, stored or left (a) on any part of the Common Area, (b) in any driveway, or (c) on any other part of a Lot unless the same is fully enclosed within the garage located on the Lot, with the garage door closed. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any part of the Common Area or on any Lot, and no automobiles or other mechanical equipment unay be dismantiled or parts thereof stored on any said Lot. No vehicles of any type he parked on the sidewalk or within a street right of way, nor shall vehicles of any type he parked or stored on any part of a Lot not improved for that purpose (a garage, driveway or parking pad). This restriction shall not apply to sales trailers, construction trailers, or other vehicles which may be used by Declarant and its agents and contractors in the conduct of their business prier to Completion of Sales. No boat, truck, the Property. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway within the Property, except in the case of emergency and except as may be permitted by the Rules and Regulations. trailer, camper, recreational vehicle or tent shall be used as a living or dwelling area within

from outside the Lot, other than as may be permitted by the Rules and Regulations. Notwithstanding the foregoing, one sign of customary, and reasonable dimensions, conforming to such reasonable standard as may be adopted by the Board, advertising a Lot for sale or rent may be placed by the Owner on his or her Lot in such manner that it will be visible from outside the Lot. The prohibitions in this Section shall not apply to Declarant or its agents, who may erect such signs as Declarant deems designable to profing te the sale of nor shall an Owner place newspapers or bed sheets in any Window. No Owner shall display, hang, store or exhibit any signs outside of the unit on any Loron in any unit so as to be visible from outside the Lot, other than as may be permitted by the Rules and Regulations. Notwithstanding the foregoing, one sign of customary, and reasonable dimensions. 7.04. Signs and Curtains. No Owner shall place on or about any window any metallic foil or other coating, substance or material which similarly acts as a reflector of light

7.05. Antennas. As provided in Article 13, except for such as are covered by, and installed in strict compliance with, the requirements of the Telecommunications Act of 1996, as amended, no Owner shall construct, install, erect or maintain any outside television or radio pole or receiving antenna, including a satellite dish antenna, and no outdoor belevi antenna or satellite dish may be erected or installed by an Owner or permitted by Yan Owner sion

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to remain on his or her Lot, without the express written approval of the Architectural Control Committee.

outdoors on any Lot and no clothes hanging devices such as lines, reels, poles, fr pail be stored or kept outdoors on any Lot. frames, etc. permitted

of the Architecteral Control Committee wall, or other screening shall be erected on any Lot except with the prior written permission

7.08 Pets?

- number except for newborn offspring of such household pets which are under six (6) six months of age. If the Board receives any complaint that an animal constitutes an unreasonable annoyance, theonyenience or nuisance, the Board shall afford the Owner of such animal Notice and Opportunity for Hearing, and if the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board kept or bred for any commercial purpose and shall have such care and restraint so as not to be conoxious or offensive on account of noise, odor or unsanitary conditions. The number of household pers located upon any Lot shall not exceed two (2) in may require that such animal be removed from the Property.
- in the Property at the time such rule is adopted. In any event, the Board at any time may require that any animal found to be an unreasonable annoyance, inconvenience responsible for cleaning up any mess that a pet creates within the Common Area. The Board may adopt a rule prohibiting certain pets, which is more restrictive than the provisions of this Declaration, except that such rule shall not apply to animals residing are more restrictive than the provisions of this Declaration, including rules requiring that all animals be kept on a least when in the Common Area and that animals be or nuisance be removed as provided in Section 7.08(a) restricted to designated areas The Board may adopt Rules and Regulations concerning animals which within the Common Area and that Owners
- pick up by the applicable disposal service). 7.09. Trash and Vegetation. No trash, rubbish, garbage or other waste material shall be kept or permitted upon any Lot or the Common Area, except in sanitary containers located in the garage on such Lot (except for the periods immediately preceding and subsequent to
- unreasonable annoyance, inconvenience or nuisance to the residents of the Property or unreasonably interfere with the quiet enjoyment of occupants of Lots. No Owner shall permit anything to be done or kent on his accupants. permit anything to be done or kept on his or her Lot which would result in of insurance on said Lot or any other residence or any part of the Common would be in violation of any law 7.10. Nuisance. No noxious or offensive activity shall be carried on in or upon any the Property nor shall anything be done thereon which may be or become an No Owner shall at the capecilation

- 7.11. Outbuildings. Gazebo. Trampolines, Flags and Awnings. Except as may be permitted by the Architectural Control Committee, no Owner shall construct, install, erect maintain upon any Lot any outbuilding, storage shed, gazebo, trampoline, flag or awning
- Article or elsewhere in this Declaration, Declarant, its agents, employees and contractors shall not be pestricted or prevented by this Declaration from doing, and Declarant, its agents, shall not be restricted or prevented by this Declaration from doing, and Declarant, its agents, shall not be restricted or prevented by this Declaration from doing, and Declarant, its agents, shall not be restricted or prevented by this Declaration from doings or take such actions as they employees and contractors shall have the right to do such things or take such actions as they employees and contractors. deem\_necessary, advisable or convenient for completion and improvement of the Property as a residential community and for the sale, rental or other disposition of Lots in the Property. The rights of Declarate its agents, employees and contractors shall include, without limitation. limitation
- and any Eor for the purpose of performing on any part or parts of the Property acts deemed necessary, advisable or convenient for the completion and improvement of the Property as a residential community and for the sale, rental or other disposition of É The right and easement of ingress in, over and upon the Common Area
- (b) The right to erect, construct, maintain, demolish or remove structures and other improvements on any Common Area as they deem necessary, advisable or convenient for the completien and improvement of the Property as a residential community and for the safe rental or other disposition of Lots. The right to erect.
- (c) The right to be Lots and improvements owned by Declarant as models, sales offices and contractor's offices and to construct and display promotional, informational and directional signs and other sales aids on or about any portion of the Property.

amendment of this Section can be made without the written approval of Declarant. if a two-class voting structure is not in effect, the vote or written consent of both seventy-five percent (75%) of the total Voting Power of the Association and of the total Voting Power of the Association residing in Members other than Declarant. Further, no structure is in effect, the vote or written consent of seventy-five percent (75%) of the Voting Power of each class of Members of the Association and the written approval of FHA or (b) Completion of Sales, The rights reserved under this Amendment of this Section shall pequire (a) if a two-class voting Section shall teaminate one (1) year after the

7.13. Right to Enter. Any governmental agency, including, but not limited to the County, its agents, and employees, shall have the right of immediate access to the Common Area at all times if necessary for the preservation of public health, safety and welfare.

## ARTICLE 8 MEMBERSHIP AND VOTING RIGHTS

with respect to the management, administration, maintenance, repair and replacement of the property as provided by this Declaration and the Bylaws.

Menthership. Membership in the Association shall be composed of and limited to Owners. Each Owner, including Declarant, shall automatically be a Member of the Association and entitled to yote as set forth below. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Upon termination of ownership, an Owner's membership shall automatically terminate and be automatically transferred to the new Owner. of the Lot. 802

8.03. Voting The A ssociation shall have two classes of voting membership.

Class A Members shall be all Owners with the exception of Declarant; provided, however, that Declarant shall become a Class A Member when its Class B membership ceases as provided hereinafter. Class A Members shall be entitled to one (1) vote for each Lot owned. When entere than one person holds an ownership interest in any Lot, all such persons shall be Members, but no more than one vote shall be exercised as the Members holding an interest in such Lot determine among themselves. In the event of disagreement, the decision of Members holding a majority of interest in such Lot shall govern. Unless otherwise notified by a co-owner as to a dispute between the do-owners regarding their vote prior to the casting of that vote, the vote of any co-owner shall be conclusively prestraied to be the majority vote of the Owners of that Lot.

Class B:

Class B Member shall be Declarant which shall be entitled to three (3) votes for each Lot owned; provided that Declarant's Class B membership on the happening of converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
(a) the conveyance by Declarant of seventy-five percent (75%) of all Lots in the Property of (b) ten (10) years after the first Lot is conveyed to an Owner for use as a residence.

interest shall not vest until the assessment against that interest has been 8. 40.4 Commencement of Yoting Rights. Voting rights attributable to an owner

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Association as provided in Article 9; provided, however, that voting rights shall be immediately vested with respect to the approval of any amendments to this Declaration.

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attributable ò.05 ਰ Declarant's Voting Rights. Declarant shall have the right to cast votes Lots owned by Declarant on all matters submitted to a vote of the Members. Declarant shall have the right to cast votes

## ARTICLE 9 COVENANTS FOR ASSESSMENTS

as interest, late charges and costs (including attorneys' fees), as such may be provided in this Declaration, shall be and become a lien upon the Lot assessed when the Association causes to the Association such regular annual assessments or charges and such special assessments or charges as may be levied by the Association pursuant to the provisions of this Declaration. therefor, whether of not it shall be so expressed in such deed, covenants and agrees to pay, Declarant, to be recorded in the official records w The amount of any such aguital of special assessment plus any other charges thereon, such hereby recommnts to pay, and every Owner of any Lot by acceptance of a deed Covenant, to Pay Assessments; Lien. { the County a notice of assessment, which notice shall Declarant, for each Lot owned by

- $\Theta$ be authorized by The abacim of such assessment and such other charges thereon as may this Declaration;
- $\Xi$ A description of the Lot against which the same has been assessed; and
- (iii) The name of the resord owner of the Lot assessed.

Such notice shall be signed by an authorized representative of the Association. Upon payment of such assessment and charges in connection with which such notice has been so the recordation of such notice of assessment. The lieft may be enforced by foreclosure in accordance with North Carolina law, or in any other manager permitted by law. The Association shall have power to purchase the Lot at a foreclosure sale and to hold, lease, thereof. The lien provided for herein shall be prior to all other tiens recorded subsequent to the recordation of such notice of assessment. The lien may be enforced by foreclosure in cause to recorded, or other satisfaction thereof, the Association, as the Owner's cost and expense, shall mortgage and convey the same be recorded a further notice stating (the satisfaction and the release of the lien

9.02. Personal Obligation. Each regular annual or special assessment, together with any late charges, interest, collection costs and reasonable attorrievs rees, shaff be the personal obligation of each person or entity, other than any Mortgagee, who held an dwnership interest in the Lot at the time such assessment was levied. If more than one Person held an ownership interest in the Lot at such time, the personal obligation to pay such assessment or installment respecting such Lot shall be both joint and several. No Owner may exempt himself or herself from payment of assessments, or installments, by waive non-use of common facilities within the area or of any other portion of the or by abandonment or leasing of his or her Lot. Owner may exempt Cognition nse or

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- enhancement, repair and improvement of the Common Area, and of the exterior of the dwellings including the maintenance, repair, and reconstruction of private streets, driveways, walks, and parking areas as herein provided and other purposes reasonably related to the foregoing, and to promote the recreation, health, safety and welfare of the Owners. In the Association of the Association and shall not be construed to require expenditure of and other Owners addition, such assessments shall be used to pay the cost of administration of the affairs of the Association funds for any particular purpose. Association, including payment of applicable taxes, and for the preservation of the Association's existence to the extent properly allocable to the performance and exercise of <u>Use of Assessments.</u> Regular annual or special assessments paid by Declarant vaners shall be used to pay for operation, maintenance, preservation.
- 9.04. Reserve Funds. The Board shall establish and maintain separate and adequate reserves in accordance with standard accounting practices and procedures for Common Area replacements and maintenance, maintenance and replacement of the Lot improvements which the Association is required to maintain under Article 6, and the initial budget of the Association. Each budget subsequently adopted by the Board shall provide for funds to be placed in reserves in atteast the amount of reserves established in the initial budget unless a lower level of reserves is approved by the vote or written consent of a majority of the Voting Power of (a) if a two-class voting structure is in effect, by the vote or written consent of a majority of the Voting Power of each class of Members or (b) if a two-class voting structure is not in effect, by the vote or written consent of a majority of the total Voting Power of the Association. Funds deposited in reserve for a particular purpose shall be held for that purpose and shall not be expended for any other purpose without (i) if a two-class voting structure is in effect, the vote or written consent of a majority of the Voting Power of each class of Members, or (ii) if a two-class voting structure is not in effect, the vote or written consent of a majority of the total Voting Power of the Association, except that if the Board determines that funds held in reserve for a particular purpose exceed an amount reasonably required as a prudent reserve for that purpose, then, without the vote or written consent of Members, the excess may be allocated to any other reserve fund established by the initial budget of the Association and expended for the purpose for which such other fund has been established the purpose for which such other
- all or part of the Common Area, the regular annual assessment (propared for the number of months remaining in such assessment year) may be increased by the Board to an amount equal to the previous year's annual assessments times the greater of (a) ten percent (10%) or (b) the annual percentage increase in the CPI for the most recent twelve (12) month period for which the CPI is available. If the CPI is discontinued, then there shall be used the index most similar to the CPI which is published by the United States Government indicating 9.05. Regular Assessments. The regular annual assessment for each Lot for the first assessment year shall be a maximum of \$972.00 per Lot owned by a Class A Member and \$125.00 per Lot owned by a Class B Member, provided, however, that if the first assessment year shall have fewer than twelve months, the foregoing amounts shall be proportionately reduced. On the first day of the month next following the conveyance to the Association of most similar to the CPI which is published by the United States Government indicating changes in the cost of living. If the annual assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed

and the annual assessments may be increased by that amount in a future year, by a vote of the Board of Directors, without a vote of the Members.

assessment, the assessment applicable for the previous assessment year shall remain in effect until the Board shall fax a new regular annual assessment. Regular annual assessments shall be payable annually on the first day of each January or at such other time as the Board may class of Members of the Association or (b) if a two-class voting structure is not in effect, the vote of Written consent of a majority of both the Voting Power of the Association and the Rosessment established for Lots owned by Class A Members to the assessment established for Lots owned by Class B Members shall be three (3) to one (1). Written notice of the regular annual assessment is so fixed. If the Board fails to so fix the regular annual whether the regular annual assessment and special assessments, if any, on a specified Lot have been paid and, if not, the amount due. fix. The Association shall, upon demand, and for a reasonable charge, furnish to any person having a legitimate interest a sensificate signed by an officer of the Association stating regular assessment for the immediately preceding fiscal year without (a) if a two-class voting structure is in effect, the vote or written consent of a majority of the Voting Power of each The Board shall fix the amount and due date of the regular annual assessment on a yearly basis at least sixty (60) days in advance of each assessment year. The Board may not impose a regular annual assessment which is more than ten percent (10%) greater than the

with the exterior maintenance of improvements constructed on Lots; provided however, any such assessment shall be in the ratio of three (3) to one (1) for Lots owned by Class A Members and Class B Members, respectively, as provided in Section 9.05 above, and further provided in any fiscal year, special assessments (which exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year may not be levied without (a) (67%) of the Voting structure is in effect, the vote or written consent of sixty-seven percent voting structure is not in effect, the vote or written consent of sixty-seven percent voting structure is not in effect, the vote or written consent of sixty-seven percent voting structure is not in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association and the Voting Power of the Association residing herein, the Board may levy, in any assessment year, a special assessment against all Owners applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements and related Special Assessments Irraddition to the regular annual assessments authorized

9.07. Assessment as Remedy. After Notice and Opportunity for Hearing, the Board, without the vote or written consent of Members, may levy a special assessment against an Owner as a remedy to reimburse the Association for costs (including atterneys, fees) incurred in bringing the Owner, his or her Lot or his or her residence into compliance with the provisions of this Declaration, the Bylaws or the Rules and Regulations

assessments shall be levied equally against all Owners and except for the reduced assessments on Lots owned by Declarant, all regular 9.08 Allocation of Assessments. Except as otherwise provided in this Declaration

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- described on Exhibit A, on the first day of the month next following the conveyance of the first Lat improved with a unit to a purchaser (other than a successor Declarant) for use as a regidence 9.09. Commencement of Assessments. The regular annual assessments provided for herein shall commence as to all Lots in Princeton at Southampton as depicted on the Map improved with a unit to a purchaser (other than a successor Declarant) for use as a residence commence the Property which is sungered in accordance with the provisions of Article 15 below shall correspond to a fiscal year selected by the Board. the first assessment year. Subsequent assessment years shall be each successive calendar year; provided, however, that at any time the Board may change the assessment year to annual assessments commence and ending on the December 31 next following. the Board for a full twelve-month year, based on the number of months to be contained in ginual assessment for the first assessment year shall be prorated from the amounts fixed by The first assessment year shall be the period commencing on the date regular on the first day of the month next following the conveyance of the first Lot Assessments of Lots within each Phase of The regular
- 9.10. Revised Assessments: Subject to the provisions of Section 9.05, if at any time during the course of entry year the Board shall deem the amount of the regular annual assessment to be inadequate or over adequate by reason of a revision of its estimate of either expenses or income or otherwise, the Board shall have the right, at a regular or special meeting, to revise the regular annual assessment for the balance of the assessment year. Any such revised assessment shall become effective on the first day of the month next following the date of adoption, and additional amounts payable shall be due (or refunds of overages shall be made by the Association) at such time as determined by the Board.
- of the assessment. Late charges on delinquent assessments and fines levied as provided in Section 4.09 may be imposed in an amount not to exceed \$150.00 per day (or such greater amount as may be permitted by the Act) for each day that the violation continues. The Association may bring a legal action against the Owner personally obligated to pay a delinquent assessment or fine and, after Notice and Opportantly for Hearing, the Association may suspend a delinquent Owner's membership rights in the Association while the assessment or fine remains unpaid. In any legal action to enforce payment of an assessment or fine, the Association shall be entitled to recover interest, costs and reasonable attorneys' 9.11. Delinquent Assessments. Fines. Any assessment not paid within ten (10) days after the due date shall be delinquent. The Hoard may require that any delinquent assessment bear a late charge to cover administrative expenses incurred as a result of the late payment
- 9.12. Subsidy. Declarant will subsidize the difference between revenues received through annual assessments and all reasonable expenses of the Association until such time as Class B membership ceases to exist. Association until such time
- 9.13. Capital Contribution. Notwithstanding any provision contained herein or in any other document or instrument to the contrary, every Owner other than a successor Declarant) who purchases a Lot from Declarant shall pay to Declarant at the time of the closing of such purchase a non-refundable capital contribution fee in the analytic of \$500,00, which amount may be held by Declarant, its successors or assigns in reserve for maintenance, repair, construction and replacement of capital assets and improvements within the Compon Area and the Properties. It is expressly provided herein that such capital contributions shalf

not be held in reserve for the benefit of the Owner paying such amount at closing, shall not be required to be held in an interest bearing account, and may be commingled by Declarant

#### ARTICLE 10 INSURANCE

certain insurance Requirements under the Act. Section 47F-3-113 of the Act requires certain insurance to be carried by the Association and provides for the distribution of insurance proceeds, requires certain provisions for property and liability insurance and governs repairs made with insurance proceeds. In the event the insurance requirements of this Article 10 consists with, or fail to incorporate, the provisions of Sections 47F-3-113 of the Act, the provisions of the Act shall apply and govern.

## 10.02. Duty to Maintain Insurance.

- and extended coverage Castlata insurance on the buildings and improvements located upon the Property. Including the Common Areas and facilities (and personal property thereof (based upon current replacement cost), and liability insurance with limits in to time, to protect the Association and the Owners in the event of property damage, for the issuance of certificates of proftgagee endorsements to the Mortgagees of Owners. The Board shall have the authority to settle or enforce on behalf of the Association and on behalf of the Owners, by legal action or otherwise, any claim arising under any insurance carried by the Association.
- (b) Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be included as part of the annual assessment provided for in Article 9 hereof. Owners may at their option, purchase at their cost and expense, insurance coverage upon their own personal property and for the personal liability and such other coverage as they may desire.
- shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development properties established by the Federal National Mortgage Association and Government National Mortgage Association, so long as either is a Mortgage or Owner of a Lot within the Property, except to the extent such coverage is not available or has been waived in writing by the Federal National Mortgage Association or Government National Mortgage Association. Notwithstanding any other provisions contained herein, the Association
- 10.03. Proceeds of Insurance. All insurance policies owned by the Association shall be for the benefit of the Association and the Owners and their respective Montgagess, as their interests may appear, and shall provide that all proceeds thereof shall be payable to (1) the

Association, for the benefit of the Owners and Mortgagees, if such proceeds do not exceed \$50,000; and (ii) the Insurance Trustee, in trust for the Association, Owners and Mortgagees, for dispursement in accordance with the provisions of this Declaration.

held for the benefit of the Owners and their Mortgagees in the following shares: Ð Proceeds received by the Association or the Insurance Trustee shall be

- **E** Proceeds on account of damage to Common Areas and facilities held for the Association.
- appoint In the event a Mortgagee endorsement has been issued for any topy the share of the Owner of such lot shall be held for the beneath of such Mortgagee and the Owner, as their interests Proceeds on account of damage to Lots shall be held in undivided shares for the Owners thereof in proportion to the cost of repairing the damage suffered by each such owner, which cost shall be determined by the Association. such Mortgagee and the Owner, as their interests
- distributed to or for 3 Proc the benefit of the beneficial Owners in the following manner: eds-received by the Association or the Insurance Trustee shall be
- (i) To the expenses of the Association or Insurance Trustee.
- $\Xi$ To the cost of repairs. Any proceeds remaining after such repairs have been completed shall be distributed to the beneficial Owners above provided.

## ARTICLÉ 14-7 | DAMAGES AND DESTRUÇTION

Damage to Property. Restoration and repair of damage to any Improvements located upon the Property shall be made at the expense of the Association unless, under the provisions of Section 47F-3-113(g), the repair or restoration is not required to be effected. If the work is to be accomplished, the Association shall proxibilly contract for the repair, restoration or reconstruction and, if necessary, collect from the finsurance Trustee any proceeds of insurance as received in accordance with Article 10. The difference, if any, between the insurance proceeds payable by reason of such repairs and the cost thereof may be recovered by one or more special assessments levied by the Board equally against all

Trustee for the purpose of repair, restoration or reconstruction in accordance with the terms and conditions of repair or reconstruction contract(s) between the Association and Persons engaged to perform the work. Funds from any special assessment shall be delivered to and held in trust by the Insurance Trustee and shall be held and disbursed for repair, hestoration Funds collected and held by the Insurance Trustee shall be disbursed by the Insurance

and reconstruction in the same manner as insurance proceeds. The Insurance Trustee invost and reinvest funds held by it in a manner consistent with its duties as trustee. Insurance Trustee shall be entitled to a reasonable fee for its services. The Insurance Trustee may

#### ARTICLE 12 EMINENT DOMAIN

any portion of the Compaon Area is taken by action in eminent domain (hereinafter called a "taking"), the Association shall give written notice of the proceedings to all Owners and Mortgagees, and the condemnation award shall be fairly and equitably apportioned among the Owners, Mortgagees and the Association as provided in the Act. contrary, in the event of a taking of all or any portion of a Lot or all any portion of the Common Area by enthed domain, or by conveyance in lieu thereof, the awards paid on account thereof shall be applied in accordance with Section 47F-1-107 of the Act. If all or

facility is taken, the Board shall promptly contract for the repair, restoration or reconstruction of the Common Area facility to a complete architectural unit, to the extent such repair, restoration and reconstruction is reasonably necessary and practical. If the cost of repair, restoration and reconstruction of the Common Area exceeds the amount awarded by the court against all Owners. for such purposes, the difference may be recovered by a special assessment levied equally

## ARCHITECTURAL CONTROL

gazebo, antenna or other structure or improvement shall be commenced, erected, constructed, installed, maintained, demolished, or altered upor any Lot or upon the Common Area, nor shall any exterior addition to or change or altered upor any Lot or upon the Common Area, nor including, but not limited to, color or painting of the exterior or change of the type of exterior finish, the installation of aerials, satellite dishes, flags or awaings or the addition of any exterior attachment (such as a storm door) until an application, including plans and specifications showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to and approved in writing by the Board or architectural control committee which has been empowered by the Board to approve such applications and provided, however, that no such approval shall be required for alteration to the interior of application for approval. Absent such approval the proposed alteration or improvement may not be commenced. The restrictions herein contained shall have no application to the development, improvement, maintenance and repair of the Property by Deelarant or by the Association, and neither the Board nor the architectural control committee shall have any construction or installation of improvements by Declarant. power or authority to review or require modifications in plans and specifications

which in any dimension larger than prescribed by the Act or which is not installed in accordance with the advance notice requirements and location guidelines of the Act may be installed or paintained on any Lot except with the prior written approval of the Architectural The installation of antennae and of satellite dishes or disks shall be permitted on a Lot if accomplished in strict compliance with the limitations and conditions imposed by the Telecommunications Act of 1996, as amended from time to time, but no antenna or disk

Control Committee

their appearances in form and in color prior to such damage or destruction. Notwithstanding the foregoing, however, any Owner of a damaged residence may request permission from the Board or duly authorized architectural control committee to reconstruct or repair his or her residence in accordance with revisions in the plans and specifications. The Board or said committee shall grant such requests only in the event that the proposed change or deviation will materially benefit and enhance the entire Property in a manner generally consistent with the plan and development thereof. residence shalf be restored so that the exterior appearances thereof substantially resemble accordance with the original plans and specifications thereof; provided, however, that such commence to reconstruct such residence as soon as reasonably possible and substantially in 13-02. Reconstruction of Residences. In the event of damage or destruction to a residence by fix or other casualty, the Association shall within four (4) months diligently

#### MORTGAGEE PROJECTION ABATCLE 14

control. or contrary to any other provision of this Declaration, the provisions of this Article 14 shall 14.01. Interpretation. In the event any provision of this Article 14 is inconsistent with

destruction of the Common Area, including the improvements located thereon, or, if known to the Association, any substantial damage to or destruction of a Lot, including the improvements located thereon, and (c) any proposed or threatened taking by power of eminent domain of the Common Area or any portion thereof or of any Lot or portion thereof. be sent, may request and thereby be entitled to redelive written notice from the Association in the performance of his or her obligations under or in compliance with the provisions of this Declaration, the Bylaws or the Rules and Regulations, (b) any substantial damage to or setting forth the Lot encumbered, (a) any default which is outstanding for sixty (60) days or longer by the Owner of such Lot 14.02. Notices. Any Mortgagee of any Lot, by written notice to the Association the Owner thereof and the address to which notices may

ninety (90) days following the end of any fiscal year of the Property; and (6) notice of all meetings of the Association and to designate a representative to normal business hours; (b) receive an annual financial statement of the Association within 14.03. Mortgagee's Right to Information. Upon written request to the Association, a Mortgagee is entitled to: (a) inspect the books and records of the Association during meetings. 셯 attend all

- party to priority over such Mortgagee with respect to the distribution to such Owner of any 14.04. Damage and Destruction Rights. In the event of substantial damage to or destruction of any Lot or improvements to a Lot or any part of the Common Area no provision of any document establishing the Property shall entitle the Owner of a Lot or other insurance proceeds
- any portion thereof is made the subject matter of any condemnation proceedings or is otherwise sought to be acquired by a condemning authority, no provision of any document establishing the Property shall entitle the Owner of a Lot or other party to priority over such Mortgages with respect to the distribution to such Owner of the proceeds of any award or
- 14.06 Right of First Refusal. Any right given by an Owner of a Lot to any third person to purchase such Lot before it is offered for sale or sold to any other person (such right commonly known as a "right of first refusal") shall not be binding upon or enforceable against any Mortgage acquiring such Lot pursuant to exercise of remedies provided for in the Mortgage, including foreclosure by judicial action or exercise of a power of sale, or by acceptance of a deed or assignment in lieu of foreclosure.
- render invalid the lien of any Morrgage, which is made in good faith and for value. The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage only to assessments on a Lot which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or exercise of power of sale. Any Mortgage provided for in the Mortgage, including foreclosure by judicial action or exercise of a power of sale, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against the Let which have accrued prior to the time such however, this exception shall not be applicable to any chairs for assessments or charges levied by the Association against all Lots for the purpose of pactoring any revenue lost by reason of the nonpayment of past due assessments upon such Lot, and provided further, that except conditions, easements, liens, charges, assessments, and equitable servitudes contained herein shall be binding upon any Owner whose title is derived through forcefoure sale, trustee's sale or otherwise. Except as provided above, the sale, transfer or conveyance of title to a Lot due and payable prior to such sale, transfer or conveyance, not relieve such bet from a duly recorded lien for any such prior unnaid assessment recorded lien for any such prior unpaid assessment. Mortgagee or purchaser acquires title to or comes into possession of the Lot; provided
- 14.08. Payments by Mortgagees. Any Mortgagee, after at least ten (10) days' prior written notification to the Association of the items to be paid and the failure of the Association within such time to make payment, may pay, alone or in conjunction with other Mortgagees, delinquent taxes, liens or assessments which may be or become a charge against the Common Area, or any portion thereof, and any overdue premiums on policies of fire and extended coverage insurance for the Common Area and in the event of a hapse of such a extended coverage insurance for the Common Area and in the event of a hapse of such a

policy of insurance, may pay premiums to secure a new policy. In the event such payments are made, the Mortgagee making such payment shall be entitled to immediate reimbursement from the Association to the extent of the payment made.

into any contract with any person or entity to provide management or maintenance services to the Property, such contract shall not exceed one (1) year and shall provide that the Association shall have the right to terminate the contract for cause upon thirty (30) days' written notice, without payment of written notice, without payment of a termination fag 14.09. Professional Management. In the event that Declarant or the Association enters

#### ARTICLE 15 ANNEXATION

Southampton subdivision, thereby applying within the scheme of this Declaration and subject to the jurisdiction of the Association, part or all of the Additional Land; if any, provided, as long as there is at least one FHA arrayed loan on a Lot within the Property, such annexation is in accordance with the general plan for the Property previously approved by FHA. Annexation of any other real property shall require the vote or written consent of not less than sixty-seven percent (67%) of the total voting power of the Association residing in Members other than Declarant, provided, however, that if a two-class voting structure is in effect then such action shall require the written consent of FHA. Annexation of additional property may be accomplished in Phases.

contain such complementary additions and modifications to the terms of this Declaration as may be necessary or desirable to reflect the different character, if any, of the Phase being annexed and as are not inconsistent with the general scheme eather Declaration. Annexation shall be effective upon recordation of the Supplemental Declaration and thereupon the real property described therein shall be subject to all of the provisions of this Declaration, to the extent made applicable by the Supplemental Declaration, and to the jurisdiction of the Association pursuant to the terms of this Declaration, the Articles and Hylaws. a Supplemental Declaration covering the real property to be annexed. The Supplemental Declaration shall describe the real property to be annexed. The Supplemental Declaration shall describe the real property to be annexed and state that annexation is being made pursuant to this Declaration for the purpose of extending the jurisdiction of the Association to cover the property described therein-The l Supplemental Declaration may

15.03. Annexed Property. Each Owner of a Lot in an annexed Phase automatically shall be a Member of the Association and such Owners and annexed real property shall be subject to assessment by the Association for the benefit of the Property for any part thereof. Assessments of Lots in an annexed Phase shall commence upon the last to occur of: (a) commencement of regular annual assessments for the Property, and (b) the first day of the month next following the first conveyance of a Lot in such Phase to a purchaser, as provided in Section 9.09. The Association shall have the duties, responsibilities and powers set forth in this Declaration, the Articles and Bylaws with respect to annexed real property. Except as may otherwise be expressly provided in this Declaration or any Supplemental Declaration.

Assessments reporty shall be managed and governed by the Association as an entirety. Assessments collected from Owners in the Property may be expended by the Association anywhere in the Property without regard to the particular Phase, area or subdivision from which such assessments came. All Owners shall have ingress and egress to and from all the Common Area Throughout the Property and any Phase thereof and shall have use and enjoyment of any Common Area facilities and other amenities contained within the Common Area throughout the Property provided that any such use shall be subject to the provisions of this Declaration, any Supplemental Declaration, the Bylaws and the Rules and Regulations.

### INDEXINIFICATION OF OFFICERS AND DIRECTORS ARTICLE 16

served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually, and necessarily incurred by such persons in connection with the defense or settlement of they, and necessarily incurred by such persons in connection with the defense or settlement of they, and necessarily incurred by such persons in connection with the defense or settlement of they, or any of them, are made parties, or a party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or an officer of the Association, except in relation to inalities as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding guilty of willful and intentional negligence or miscenduct in the performance of his or her duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association The Association shall indemnify any and all persons who may serve or whom have

such expenses, and whether or not the proceeding, claim, swit or which antedate the adoption of this Declaration. successors and assigns. The provisions hereof shall be in addition to and not exclusive of any and all other rights to which any director or officer may officer be entitled under any law, By-law, agreement, vote of Association Members or etherwise. In the event of death of any officer or director, the provisions hereof shall extend to such person's legal heirs, representatives, or persons were in fact directors or officers at the time of incurring or becoming subject to The foregoing rights shall be available whether or not such person action is based on matters

## MISCELLANEOUS PROVISIONS

same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or affect of the rest of this Declaration, or the the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, 17.01. Conflict with the Act: Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act. clause to any other person or circumstance. application of any such covenant, restriction, condition, limitation, provision, paragraph of condition, limitation, provision, paragraph or clause of this Declaration, or any part of the ibe

17.02. Interpretation of Declaration. Whenever appropriate, singular may be read as plural may be read as singular, and the masculine gender may be read as the feminine or freuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely the part in which they appear.

17.03. Law Controlling. This Declar under the laws of the State of North Carolina. This Declaration shall be construed and controlled by and

improvements constructed thereon, or to the development, design, construction, condition, repair or maintenance of or damage or injury to or defect in the Common Area or part thereof, and the Association shall have the right and the power to make and receive all payments or other consideration necessary therefor or in connection therewith. For such purposes, the Board shall be, and hereby is, irrevocably appointed attorney in fact to act on behalf of all Owners upon such terms and conditions and for such consideration as may be approved by a majority of the Board. arises out of or relates to a condition or defect common to all or a majority of the Lots or liabilities in favor of the Association and the Owners, on behalf of the Association and Owners, as the case have provided any such claim, demand, cause of action or liability compromise, 17.04. Power to Settle Claims. The Board shall have the power and authority to prinse settle, release and otherwise adjust claims, demands, causes of action and jes in favor of the Association and the Owners, on behalf of the Association and

17.05. Independence of Proxisions. The provisions of this Declaration shall be deemed independent and severable. Invalidation or partial invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision of this Declaration, and the remaining provisions shall remain in full force and effect.

address for notices by giving written notice of such change of address to all Owners and to Declarant. Declarant may designate a different address for notices by giving written notice of such change of address to all Owners and to the Association. Any Owner may designate a different address for notices by giving written notice of such change of address to the 17.06. Notices. Notices shall be in writing and shall be addressed as follows: (a) if to an Owner, to the address of his or her Lot (b) if to Declarant, to Centex Homes, 5350 77 Center Drive, Suite 100, Charlotte, N.C. 28217; and (c) if to the Association, to 5350 77 Center Drive, Suite 100, Charlotte, N.C. 28217. The Association may designate a different Association and to Declarant

17.07. Headings. The headings used in this Deciaration are for convenience and reference only and the words contained therein shall not be held to expand, modify, or aid in the interpretation, construction, or meaning of this Declaration.

17.08. Enforcement. The failure of any Owner to comply with the provisions of this Declaration, the Bylaws or the Articles shall entitle the Association, any Owner, or any of them, to maintain an action for the recovery of damages or injunctive relief or both, and such persons or entities, or any of them, shall have the right to enforce all limitations, restrictions, covenants, conditions, easements, liens, charges, assessments and aquitable servitudes imposed by or pursuant to the provisions of this Declaration. Failure to enforce) the provisions of this Declaration shall not be deemed a waiver of the right to do an thereafter, thereafter

All remedies provided in this Declaration shall be cumulative and in addition to any other remedies available under law.

117.09. Equal Opportunity Housing. This Property provides equal opportunity housing. Each Lot sold shall be sold without regard to the race, creed, color, national origin, ancestry, religion, marital status, familial status, handicap, age or sex of the purchaser.

consent of the Declarant Amendment attenting or impairing Special Declarant Rights may be made without the written Act including, without limitation, Section 47F-2-117 of the Act, except that no Act,

percent (67%) of the Mortgagees (based on one vote for each mortgage owned). enjoyment of such Owner's Lot ef of the Common Area as set forth in this Declaration and the amendment does not adversely affect the title to any Lot. In the event that such amendment would materially and adversely affect the security, title and interest of any Mortgagee, such amendment shall be valid only upon the written consent of sixty-seven provided the americanent does not materially after or change any Owner's right to the use and prohibited by the Aer, during any period in which a two-class voting structure is in effect, Declarant may arried this Declaration without the approval of any Member or Mortgagee Notwithstanding the foregoing, and provided such amendment is not expressly valid only upon the written consent of sixty-seven

Should the Department of Veterans' Affairs, the Federal National Mortgage Association, or the Federal Höme Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Declaration or make such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Declaration to be recorded to reflect/such changes.

Voting Power of the Association and the vote or written consent of both-sixty-seven percent (67%) of the Voting Power of the Association and the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association residing in Members other than Declarant; provided, however, that the percentage of the Voting Power (of each class of Members, of the Association, and of Members other than Declarant)-necessary to amend a specific provision of this Declaration shall not be less than the prescribed percentage of affirmative Any other amendments of this Declaration shall require (a) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members of the Association as such classes are set forth in the Bylaws and this Declaration and the written approval of PHA; or (b) if a two-class voting votes required for action to be taken under that provision.

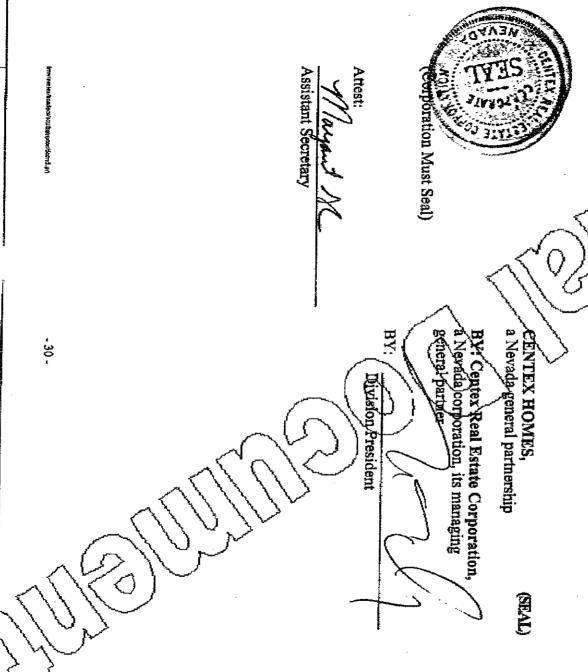
Any amendment which establishes, governs, provides for or regulates any one of the following: (i) voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of the Common Area; (iv) insurance or fidelity bonds; (v) right to use of the Common Area; (vi) responsibility for maintenance and repair of the Property; (vii) expansion or contraction of the Property of the addition, annexation or withdrawal of property to or from the Property; (viii) the boundaries of any right of first refusal or similar restriction on the right of an Owner to sell, manufer, or of any right of first refusal or similar restriction on the right of an Owner to sell, manufer, or

Mottgagees; or (xiii) any other material amendment shall require written consent of sixty-seven percent (67%) of the Mortgagees (based on one vote for each Mortgage owned), and (a) if a two-class voting structure is in effect, the vote or written consent of sixty-seven percent (67%) of the Voting Power of each class of Members and the written approval of FHA, or (b) if a two-class voting structure is not in effect, the vote or written consent of sixty-seven percent (67%) of the total Voting Power of the Association, and the written consent of mortgage owned), "Aarly Mortgagee who does not respond within thirty (30) days' request by the Association shall be deemed to have approved-such requests

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Any instrument amending this Declaration must contain a certification by the Secretary of the Association that the amendment has been correctly adopted in accordance with the provisions of this Declaration and be recorded in the official records of the County. Any such amendment shall be effective upon the date of recordation

this Declaration as of the IN WITNESS WHEREOF; the undersigned, being the Declarant herein, has executed sclaration as of the date first above set forth.



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STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG 907 900 QD

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Division President of Centex Real Estate Corporation (the "Corporation"), a Nevada corporation, and that said writing was signed and sealed by him in behalf of said Corporation, acting as managing general partner of Centex Homes, a Nevada general partnership, that the seal affixed to the foregoing instrument in writing is the corporate seal of the Corporation, and that said writing was signed and sealed by him in behalf of said Corporation, acting as managing general partner of Centex Homes. And the said Division President, acknowledged the said writing to be the act and deed of said Corporation, acting in its capacity\as inanaging Stay of general partner of Centex Homes

State of North Carolina In and

My Commission Expires; My Compilesion Expires December 7, 2003

2003

#### EXHIBIT A

Description of Princeton at Southampton, Phase 1, Map 2 and Phase 1, Map 3

Lying and being im Providence Township, Mecklenburg County, North Carolina and being all of the Property depicted on (i) map of Southampton (Princeton, Phase 1, Map 2) recorded in Map Book 32 at Page 615 and (ii) map of Southampton (Princeton, Phase 1, Map 3) recorded in Map Book 32 at Page 613, in the Mecklenburg County Public Registry.

#### EXHIBIT B

Additional Land

LYING AND BRING in Providence Township, Mecklenburg County, North Carolina and being all of the Property depicted as "Townhomes-Phase 1 and 2" on map of Southampton (Princeton, Phase 4, Map 1) recorded in Map Book 31 at Page 683 in the Mecklenburg County Public Registry;

LESS AND EXCEPT all of the Property depicted on (i) map of Southampton (Princeton, Phase 1, Map 2) recorded in Map Book 32 at Page 615 and (ii) map of Southampton (Princeton, Phase 1, Map 3) recorded in Map Book 32 at Page 613, in the Mecklenburg County Public Registry.

MINY CONTROL BURGET CONTRACTOR CONTROL CONTROL

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JUDITH A. GIBSON

REGISTER OF DEEDS, MECKLENBURG COUNTY CHARLOTTE NC 28202

Filed For Registration: Book: Md 05: 50 0002112112

Document No.: 2000,000,900

26 PGS

Recorder:

ROBIN CANADA

State of North Carolina, County of Mecklenburg

The foregoing certificate of JENNIFER W LIVECCHI Notar 2000 to be correct. This 21 ST of January

JUDITH A. GIBSON, REGISTER OF DEEDS By Deputy/Assistant Register of Deeds

2000008808

in Draw Wallace

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FOR REGISTRATION JUDITH A. GIBSON MECKENBURG OF DEEDS MECKENBURG COUNTY, NC 1290 PM 1290 JUL 20 12:03 PM 1290 JUL 20 120 JUL 20 JUL 20

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ENTEX HOMES, a Nevada general partnership, hereinafter referred to AENIAKY DECLARATION, made on this IT day of July, 2000 by evada general partnership, hereinafter referred to as "Declarant";

#### WITNESSETH:

WHEREAS, Declarant is the owner of the property shown on a map of Southampton (Princeton, Phase 1, Map Subdivision, which map is recorded in Map Book 33 at Page 393 in the Mecklenburg County Public Registry; and

WHEREAS, Declarant has heretofore imposed a Declaration of Covenants, Conditions and Restrictions upon a portion of the residential development known as Southampton (Princeton) Subdivision-("the Project"), which Declaration is recorded in Book 11042 at Page in the aforesaid Public Registry (the Declaration, and any and all amendments thereto, being referred to herein as the "Declaration"); and WHEREAS,

have the right to annex . . . . 

WHEREAS, the Declarant desires to incorporate within the Project the aforesaid Southampton (Princeton, Phase 1, Map 5) as shown on map thereof recorded in Map Book 33 at Page 393.

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration, Declarant does hereby annex Southampton (Princeton, Phase 1, Map 5), as shown on the aforesaid map into the Project which is subject to the Declaration, to the end that Southampton (Princeton, Phase 1, Map 5), as aforesaid, shall be within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on the map recorded in Map Book 33, Page 393, in the aforesaid Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights, and privileges therein set

above written. IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed hereto, as of the day and year first

ATE SEAL)

a Nevada general parapership CENTEX HOMES

(SEAL)

HY: a Nevada corporation, Centex Real Estate Corporation, general part ũ

President

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V.'V

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

L. a Notary Public of the County and State aforesaid, certify that Mike President of personally came before me this day and acknowledged that he/she is Mice. President of Centex-Real Betate Corporation, a Nevada corporation, Managing General Partner of Centex Homes, a Nevada general partnership, and that he/she, as Mice. President of Centex Real Estate Carporation of Annaging General Partner of Centex Homes, a Nevada general partnership being authorized to do so, executed the foregoing on behalf of the corporation, setting as Managing General Partner of Centex Homes.

WIXMESS my hand and notarial seal, this IT day of July, 2000.

My Commission Expires, Chachages

Notary Public

ON THE PARTY OF TH

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JUDITH A. GIBSON

OF DEEDS, MECKLENBURG COUNTY

720 HAST FOURTH STREET

CHARLOTTE NC 28202

Filed For Registration:

etration: 07/20/2000/12:03 PM

Book: RE 11437 Page: 178-1

Document No.: 2000102108

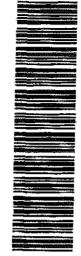
RESTR. 3PGS \$10.00

order: NANCY JONES

State of North Carolina, County of Mecklenburg

The foregoing certificate of LISA D. MARCENGILL Notary s certified to be correct. This 20TH of July 2000

JUDITH A. GIBSON, REGISTER OF DEEDS BY: ///////Deputy/Assistant Register of Deeds



2000102108