

BOOK 287 PAGE 822

STATE OF NORTH CAROLINA
COUNTY OF UNION

RECORDED
AND
VERIFIED
SEP

DECLARATION OF RESTRICTIONS

WHEREAS, National Sales Promotion, Inc., a North Carolina Corporation with its principal office in Union County, North Carolina, is the owner of a certain tract of land consisting of approximately 25 acres, said property being located directly behind and contiguous to a tract of land consisting of approximately 45 acres being located on Potters Road in Union County, North Carolina, as recorded by plat thereof in Office of the Register of Deeds of Union County, North Carolina in Cabinet A, File No. A-61. This tract is know as Phase No. I.

The new 25 acre tract is know as Phase No. II and will consist of lots lettered J thru Q as recorded by plat thereof in the Office of the Register of Deeds, Union County, North Carolina, in Cabinet A, File No. A-65.

WHEREAS, National Sales Promotion, Inc. now desires for the use and benefit of itself, its successors and assigns and its future grantees and lessees, to place and impose certain conditions and restrictions on the tract of said land.

NOW, THEREFORE, in consideration of the premises, and for the purpose aforesaid, National Sales Promotion, Inc., for itself, its successors and assigns and its future grantees and lessees, does hereby place and impose upon the tract of said land, the following conditions and restrictions:

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This instrument was presented for registration and recorded in this office in Book 287
Page 82. This the 21 day of August, 1976, at 9:00 o'clock P.M.
By: Donald J. Hearn Deputy
Mary B. Carrier-Register of Deeds

Deputy

BK 1199PG0569

RECORDED
AND
VERIFIED
JT

Filed for record
Date 1-28-99
Time 11:50 o'clock PM
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

State of North Carolina

County of Union

Modification of Restrictions

073897

This Modification is entered into this 25th day of January, 1999
Nicolette Melissaris ("Melissaris"), and the Walden Lane Community Association (the "HOA").

Statement of Purpose

By document recorded in Book 287 at Page 822 of the Union County Registry, certain restrictions ("the Restrictions") were imposed on a subdivided tract of land in Union County known as Walden Lane.

Melissaris is the owner of two lots, specifically lots "J" and "N" in the Walden Lane subdivision, Phase II, which are subject to the Restrictions. (Collectively, these two lots will be referred to as "the Lots").

Melissaris wishes to sell the Lots free of the encumbrance of the Restrictions.

The HOA, after consulting with all owners of the other lots in the Walden Lane community, desires to permit the Lots to be removed from the subdivision, and to be relieved of the encumbrance of the Restrictions.

Agreement

The Lots "J" and "N" in the Walden Lane subdivision, Phase II are hereby removed from the Walden Lane subdivision. The Restrictions are hereby modified to exclude Lots "J" and "N" from the description of the property subject thereto.

The HOA, in executing this Agreement, covenants that it is acting in accordance with the direction of the requisite number of owners of property in the Walden Lane community, it being further warranted that such action is being taken after a valid vote of the owners in the subdivision.

This Modification shall be binding on the HOA, and all owners in the subdivision, and their heirs, successors, and assigns, forever.

WHEREFORE, acknowledging the mutual covenants contained herein, and the receipt by each of the undersigned of good and valuable consideration from the other, the parties set their hands and seals the date first noted above.

Costas N. Melissaris (SEAL)
Costas N. Melissaris

Nicolette Melissaris (SEAL)
Nicolette Melissaris

WALDEN LANE COMMUNITY ASSOCIATION

By: *Mark A. Dymovici*
Mark Dymovici
President

By: *Elley W. Price*
Elley W. Price
Secretary

BK 1199PG0570

STATE OF NORTH CAROLINA

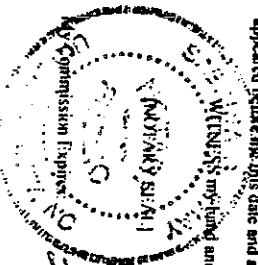
COUNTY OF Mecklenburg

NOTARY VERIFICATION

Sabrina S. Brey a Notary Public do hereby certify that Costas and Nicolette Metlaaris personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 25 day of Jan. 1999

Sabrina S. Brey
Notary Public



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

NOTARY VERIFICATION

I, Nancy Jangochian Notary Public for said County and State, certify that Mark J. Dymnovic and Cillay W. Ponce personally came before me this day and acknowledged that ~~the~~ the ~~Association~~ Secretary of the Walden Lake Community Association, and that by authority, duly given and as the act of the association, the foregoing instrument was signed in its name by its President, scott winters, and attested by himself/herself as its ~~Association~~ Secretary.

Witness my hand and official seal, this the 25th day of JAN. 1999

[NOTARY SEAL]

Nancy Jangochian
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
OCTOBER 24, 2001

NORTH CAROLINA - UNION COUNTY

The foregoing Certificate is

Sabrina S. Brey

Nancy Jangochian Notary Public

to be correct. Filed for record this 25 day
of Jan. 1999 at 11:30 A.M.

JUDY E. PRICE, REGISTER OF DEEDS

BY: Carly B. Green Asst. Regl.

BK1491PG105

Filed for record
Date 1.19.2001 0038759
Time 9:45 9 clock a.m.
JUDY G. PRICE, Register of Deeds
Union County, Mecklenburg, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF UNION

(SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ANTIOCH WOODS, SHEET I AND II, IN WEDDINGTON, NC)

THIS SUPPLEMENTARY DECLARATION, made this 17th day of January, 2001 by H.C. Grimmer Development Co., L.L.C., a North Carolina Limited Liability Company hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, H.C. Grimmer Development Co., L.L.C., a North Carolina limited liability company has heretofore executed the declaration of covenants, conditions and restrictions for Antioch Woods, Sheet 1 and 2, in Weddington, NC, filed for record in book 1409 at page 393 in the Union County Public Registry, hereinafter referred to as the "Declarations,"

WHEREAS, Declarant and the majority land owners desires to amend the Declarations as set out above;

NOW THEREFORE, the Declarant and the majority land owners hereby publish and declare the following amendment described below:

AMENDMENT:

The square footage requirement table shown on page 7 of the Architectural Design Criteria, Section 3 is void and deleted and is replaced with the following square footage requirement table below:

	Minimum Total Heated Area	Minimum Ground Floor Heated Area
1 Story	2,500	N/A
1 1/2 Story, Split-Level Tri-level and others	2,500	N/A
2 Story, 2 1/2 Story	3,000	N/A

IN WITNESS WHEREOF, the undersigned being the Declarant and the majority land owner herein has caused this supplementary declaration to be executed under seal on the day and year first above written.

Declarant
H.C. Grimmer Development Co., L.L.C.

Majority Land Owners
H. C. Grimmer Development Co., L.L.C.

By: H. Craig Grimmer
H. Craig Grimmer
Managing Member

By: H. Craig Grimmer
H. Craig Grimmer
Managing Member

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Shirley Wolfe, a Notary Public in and for said county and state, do hereby
certify that H. Craig Grimmer of H. C. Grimmer Development Co., L.L.C., a North Carolina

Limited Liability Company, personally appeared before me this day and acknow/ledged the
due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 17 day of Jan., 2001.

3-21-03
My Commission Expires

Shirley Wolfe
Notary Public

DRAWN BY AND
MAIL TO:

H.C. Grimmer Development Co., L.L.C. NORTH CAROLINA - UNION COUNTY
PO Box 1278
Matthews, NC 28106
The foregoing certificate is of

Shirley Wolfe Notary Public
of Union County, NC is hereby certified
to be correct. Filed for record this 19th day
of Jan. 2001 at 9:45 a.m.

JUDY G. PRICE, REGISTER OF DEEDS
BY: Judy G. Price
Notary Public

*See Supplementary Restrictions
Bk. 1491 pgs 105*

BK 1409PG393

0015055
2007

DRAWN BY AND MAIL TO:
H.C. Grimmer Development Co., L.L.C.
PO Box 1278
Matthews, NC 28106

RECORDED
AND
VERIFIED

Filed for regis Date 6-28-2007
Time 11:35 o'clock A.M.
JOY G. PRICE, Register of Deeds
Union County, Moore North Carolina
record only &c

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

VERIFIED
JGP

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION AND AGREEMENT made this 25 day of June, 2000, by
H.C. Grimmer Development Co., L.L.C., a North Carolina Limited Liability Corporation, with its registered office
and principal place of business in Mecklenburg County, North Carolina, (hereinafter referred to as "Declarant"),
and any and all persons, firms or corporations hereafter acquiring any of the lots shown on the map hereinafter
referred to as "Owners".

WITNESSETH.

WHEREAS, Declarant is the owner of that certain subdivision known as Antioch Woods, sheet 1 & II, in
Weddington, NC, the Lots of land consisting of said subdivision being more fully described on the maps recorded in
the Union County Public Registry in Map Book F, at pages 968 and 969 respectively.

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

WHEREAS, Declarant desires now, for the use and benefit of itself, its successors and assigns and its
future grantees, to place and impose the covenants, conditions and restrictions on each of the Lots of land show on
said map or plat.

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

ARTICLE I

DEFINITIONS

Section 1. The term "Architectural Review Board" (Board) shall mean that group of persons selected
pursuant to Article II, Section 6, with the powers described therein.

Section 2. The term "Declarant" shall mean and refer to H.C. Grimmer Development Co., L.L.C. and its
successors and assigns.

Section 3. The term "Lot" shall mean and refer to each parcel of land shown and identified as a lot on the
Map; provided, however, that if any Owner should subdivide any Lot pursuant to and in
accordance with Article II, Section 1, hereof, then the term "Lot" shall thereafter mean and refer
to each resulting parcel of land intended to be used for the construction of one residential
dwelling. The Lots are sometimes referred to collectively as "The Property".

Section 4. The term "Map" shall mean and refer to that certain map(s) recorded in Map Book E at Pages 968
and 969 in the Union County Public Registry.

Section 5. The term "Owner" shall mean and refer to the record owner, whether one or more persons or
entities, of a fee simple title to any Lot which is a part of the subdivision, but excluding those
persons or entities having such interest merely as security for their performance of an obligation.

Section 6. The term "Association" (HOA) shall mean and refer to the ANTIOCH WOODS HOMEOWNERS
ASSOCIATION, INC, a non-profit corporation formed or that may be formed by the Declarant,
for the purposes of constituting a homeowners association for the Antioch Woods subdivision. By
acceptance of any Deed for a Lot as described in the Record map, the Grantee agrees to abide by
and to be bound by such supplemental declaration of covenants, conditions, and restrictions as
may be submitted to public record defining their rights and obligations of owners of Lots in
relationship to the Association, and assessments or dues payable to the Association, and including
such Lot or Lots including the costs of such lien, and reasonable attorneys fees to enforce such
lien. Each Grantee, also covenants and agrees by acceptance of a Deed to any Lot to join in the
execution of any such supplemental declaration of covenants, conditions, and restrictions to
evidence their agreement and consent to the terms and conditions thereof.

ARTICLE II**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS****Section 1.**

Subdivision of Lots. Except as otherwise provided in this Section 1, no persons, or entity may subdivide or re-subdivide any Lot or Lots without the prior written consent of Declarant, providing further, that the consent of Declarant shall require that any Lot or Lots resulting therefrom would either have a total area not less than the area of said Lot as shown on the Map, or any Lot resulting therefrom would have an area of not less than forty thousand (40,000) square feet and a minimum width at building setback of not less than one hundred and twenty (120) feet; provided further, however, that as to Lots having access through a cul-de-sac, the 120-foot requirement shall be deemed met, if the lot shall have not less than 120 feet in width at the front minimum building line (current setback). Declarant reserves the right to waive this covenant and permit the subdivision of two adjoining Lots by the conveyance by the Owner of one such Lot or a portion of such Lot to the Owner of the adjoining Lot, provided that Declarant determines in its sole discretion that the Lots resulting therefrom would be suitable for development and harmonious with the development of the subdivision.

Section 2.

Resale of Unimproved Lot. In order to promote the uniform and harmonious development of the subdivision, it is the intention of Declarant to sell one or more Lots only to Owners who will build residential structures thereon, either for resale or for use by such Owners as the personal residence and not to Owners who will hold such Lots for resale without improvement. Therefore, before any "Unimproved Lot", as hereinafter defined, may be sold to any person, firm or corporation (other than a sale by or to the Declarant), the Owner of such Unimproved Lot must first offer in writing to sell the Unimproved Lot to Declarant at the same price for which the Unimproved Lot was originally sold by Declarant to the initial owner thereof (Original Price). If (1) the Declarant fails to accept or reject such offer in writing within (20) twenty days after the receipt of same, or (2) the Declarant rejects such offer in writing within twenty (20) days after receipt of the same, then the owner of such Unimproved Lot shall have the right to sell such Lot without any further or additional offer to Declarant. If the Declarant accepts such offer in writing within twenty (20) days after receipt of the same, the Declarant shall purchase and the Owner shall sell such Unimproved Lot for cash in the amount of the original Price within thirty (30) days after acceptance of such offer at a time and place designated by Declarant. For purposes of this Section 2, a Lot shall be considered an "Unimproved Lot" until the Owner thereof has completed all site preparation and has actually commenced construction of a residential dwelling thereon; it being understood, however, that this provision shall not prevent any Owner from entering into a contract to construct and sell a residence on a then "Unimproved Lot". For purpose of this Section 2, the Original Price at which any Lot was originally sold by the Declarant shall be the actual cash purchase price of such Lot and shall not include any additional expenses incurred by any party in connection with the purchase of such Lot. In the event that any Lot being offered to the Declarant pursuant to this Section 2 has been subdivided pursuant to Section 1 hereof, the Original Price thereof shall be a proportionate amount of the Original Price of each of such Lot being offered to the Declarant.

Section 3:

Reserved Easements. The Declarant reserves for itself, its successors and assigns, an easement in and the right at any time in the future, to grant a 12-foot right-of-way over, under and along the front and rear lines of each Lot, and a 6 foot right-of-way over, under and along each side Lot line, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electric power, gas, water, sewer, telephone service, cable television, and other utilities to the Lot. Within such areas, no structures, planting, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or cable installations, or which may change the direction or flow or drainage channels in such areas. The area of each Lot containing the easement and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. In the event that any Lot is subdivided pursuant to Section 1 hereof, an easement shall exist both along the rear and side Lot lines of the lot as shown on the Map and the Lot as so such subdivided Lot, the Declarant may release the easement reserved along the rear or side line of the Lot as now shown on the Map, if doing so would not interfere with the installation or maintenance of any utilities or the drainage within the property.

Section 4:

Residential Use of Property. All Lots shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling and any necessary structure customarily incident to such residential use. No garage constructed on any Lot shall be used for living quarters of any kind, either for guests, members of the family or domestic employees and the construction or maintenance of "garage apartments" on any Lot is expressly prohibited.

Section 4(a):

Provided however, that a NC Licensed General Contractor may build, furnish and maintain a model home, or Sales Trailer, i.e. sales center, in subject subdivision for the purpose of sales and merchandising of Lots and/or homes in subject subdivision. The provisions of Section 6 herein shall apply to this section.

Section 5:

Minimum Size of Dwelling. See Design Criteria Section.

Section 6:Architectural Control.A. Extent of Control.

No building, fence, wall, sidewalk, hedge, obstruction, driveway or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change or alteration therein (including change of color) be made without the prior written approval of the Architectural Review Board (the "Board").

The areas over which the Board shall have control shall include, but shall not be limited to, the size and plan of the principal residential structure, the location of the principal residential structure on the Lot, the size and plan of any attached or unattached garage, the location and manner or construction of any driveway, swimming pool, utility building, patio or other exterior improvements, the composition and color of all materials used on the exterior of any structure.

B. Membership of Architectural Review Board. The Board shall consist of those persons appointed by the Declarant its successors and assigns. The Declarant may, at its sole option, surrender such right of appointment at any time by a duly recorded written instrument, and at such time the HOA and/or the Owners of a majority of all Lots shall have the power to withdraw from the Board or restore to it any of its powers and duties; provided, however, that the Board shall continue to function as provided herein until such instrument is duly recorded.

C. Procedure. Any party desiring Board approval of any proposed improvement to any Lot shall submit to the Board plans and specifications showing in such detail and manner as the Board shall require the nature, shape, height, materials and location of any such improvement. The Board may, at its sole discretion, require in particular instances that such plans and specifications be accompanied by a plat prepared by a registered surveyor showing the location of the proposed improvements on the Lot. All decisions of the Board shall be by a majority vote of the members thereof and shall be based on the Board's discretionary determination as to whether any particular improvement is suitable and harmonious with the development of the subdivision. The Board's approval or disapproval of any proposed improvement shall be in writing. In the event that the Board fails to approve or disapprove any such proposed improvement within thirty (30) days after approval will then be required and this section shall be deemed to have been submitted to it, no Subsequent to the approval of any plans and specifications, the Owner shall have the responsibility for making such improvements in accordance with the plans and specifications as approved.

Approval by the Board of any proposed improvements shall not constitute or be construed as approval of the structural stability, design or quality of any improvements, or the compliance of any such improvements with applicable laws and codes. Each party desiring Board approval shall submit to the Board not less than two complete copies of the plans and specifications for the requested Board approval, and shall furthermore submit to the Board such modified or amended plans and specifications as the Board may require, again in duplicate, and the final plans and specifications, if and as approved by the Board shall be duly marked with the appropriate statement indicating approval by the Board, with one copy returned to the parties and one copy retained and maintained in the files of the Board.

Section 7:Building Line Requirements.

A. No building shall be located on any Lot nearer than 50 feet from the front or 25 feet from any side street line, or such greater front or side street setbacks as may be required by the Board under the provisions of Section 6 hereof or as shown on the recorded map. No building or structure of any kind shall be located on any Lot nearer than 15 feet from any side yard Lot line or 40 feet from any rear Lot line. In complying such building line requirements, the measurements shall be from the base or ground level of the building or structure, and neither the overhang of eaves nor in excess of three feet nor the establishment of uncovered slopes or steps within a setback area shall be considered a violation of this covenant. Notwithstanding anything contained herein, the set back lines (if any) shown on the recorded map shall be the controlling factor and be superior to Section 7 (a) herein.

B. In the event of any unintentional violation of any of the building line restrictions herein set forth, Declarant reserves the right by and with the mutual consent of the Owner at such time of the Lot or Lots directly affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building line restriction.

Section 8:

Use of Outbuildings and Similar Structures. No trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently, upon any Lot, provided, however, that this Section shall not be construed to prevent the Declarant from permitting any party building a structure upon any Lot to erect temporary structures during construction.

Section 9:

Nuisances and Unsanitary Material. No noxious, offensive or illegal activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No person may keep an animal or poultry of any kind upon any part of the Lot, except that any Owner then occupying a residence upon a Lot may keep customary house pets upon such Lot, provided such pets are not kept, bred or maintained for any commercial purposes, and provided further that such pets are not kept in such numbers or of such nature or in such manner as to become a nuisance to the other Owners or residents of the subdivision, and providing further that the maintenance of such household pets shall be at all time in accordance with all applicable governmental regulations regarding the keeping of such household pets. Household pets as used herein shall specifically exclude exotic or dangerous pets.

Section 10:

Completion of Construction. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof onto a Lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any existing building or portion thereof onto a Lot and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any tract shall have a finished exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except for the written consent of the Declarant, which written consent of the Declarant agrees to give if the Declarant agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the Owner of said Lot. Completed date shall be defined as date of receipt of the "Occupancy" permit.

Section 11:

Septic Tanks and Wells. Septic tanks installed and wells placed within any Lot or assembly of contiguous lots shall be installed or placed therein in accordance with applicable laws of the State of North Carolina and the rules, regulations or ordinances of the Union County Environmental Health Department. Septic tanks or related effluent drainage fields shall not be located nearer than 100 feet to any well or wells situated on the adjacent lots or assemblies of contiguous lots. Well must be have well covers and the well covers must be architecturally approved.

Section 12:

Maintenance of Lot, Trash and Garbage. Each Owner shall keep his lot in an orderly condition, and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty, and shall keep said Lot free of all rubbish and other refuse. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause any noise that will disturb the peace and quiet of the occupants of surrounding Lots and no trash, rubbish or stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units. All such trash, garbage or other waste shall, however, at all times be kept in sanitary containers and in compliance with the applicable governmental regulations regarding disposal thereof.

In the event that the Owner fails or refuses to comply with any of the foregoing, either the Declarant, HOA, or the Board may demand that the Owner promptly comply with the same by mailing a notice thereof to the Owner at the address specified in his contract to purchase such Lot, and by posting such notice on the Lot. If the Owner has not complied therewith within five (5) days thereafter, the Declarant, HOA, or the Board may enter and correct the same at the Owner's expense. Owners, by acquiring property subject to these restrictions, agree to pay such cost promptly upon demand by the Declarant, HOA, or the Board. No such entry as provided herein shall be deemed a trespass. Any sums expended in the enforcement hereof shall constitute a lien upon the Lot or Lots upon which the violation occurred, and which the Declarant, HOA and/or the Board incurred costs or expenses in correcting the same.

Section 13:

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

- A. Signs stating "For Rent" or "For Sale", which signs shall not exceed 2' X 3' in dimensions, shall refer only to the Lot on which displayed, and shall be limited to one sign per Lot, and
- B. The name of the resident of any Lot and the street address, the design of which shall be furnished to the Board upon request, and shall be subject to approval by the Board; and
- C. Signs stating "Built By" and including the name of the builder or contractor constructing the principal residence thereon, said sign not to exceed 2' X 3' in dimensions, and to refer only to the Lot on which it is displayed, and furthermore being limited to one sign per Lot (financial institution and subcontractor signs are not allowed, including without limitation financed by, termite, plumbing, electrical, and roofing). Provided however, that the Declarant or designee shall be allowed to install project identification and directional signs as allowed under applicable sign zoning ordinances.

Section 14:

Fences and Walls. No fence or wall of any nature shall be maintained or permitted on any Lot from the front and side street setback lines on each Lot to the street line. No fences shall be allowed in front of the rear lines of the house constructed on each Lot. Walls or fences constructed from the rear line of the house constructed upon the property to the rear Lot line shall be constructed solely of wood, brick, or wrought iron and shall not exceed such height restrictions and limitations, if any, as imposed by the governmental authorities. No chain link, concrete block or exposed wire fences of any nature shall be allowed within the subdivision, providing however, that a wire fence may be used behind an in conjunction with an approved fence, if approved by the Board. Note: All fences must be approved per Section 6(C) herein.

Section 15:Buildings, Accessory Structures, Pools.

- A. No metal garage or carport shall be erected on any Lot or attached to any residence building located on the Lot. No metal building (i.e. storage shed), metal accessory structure (i.e. swing set), or above-ground pool of any kind shall be placed on any lot.
- B. No storage sheds will be allowed to be erected on any lot unless approved by the Board on a case by case basis.

ARTICLE III**ARCHITECTURAL REVIEW GUIDELINES AND DESIGN CRITERIA**

Architectural Style. The intent of the Architectural Guidelines and the Design Criteria is to encourage the excellent design of a community of individual residences which, when viewed together, produce an outstanding total community environment. It is not the intent to dictate a particular architectural style, but rather to prove Lot Owners and their architects with a set of guidelines that will foster an attractive community. It is the intent of these guidelines to encourage residential structures which harmonize with their surroundings and with each other. Colors, materials and design features will not be approved which would tend to make an individual house call attention to itself in the overall design and structure of the subdivision. Listed hereinafter are guidelines and design criteria which are not intended to be absolute and complete, but address certain critical areas which will be carefully considered by the Board in the approval or disapproval of an Owner's plans and specifications:

Section 1:

Architectural Review Procedures. The provisions hereof are designed to outline for any Owner the relevant guidelines under which the Board shall determine the acceptability of the plans and specifications for the construction of any residence within the subdivision. Each Owner shall submit the plans and specifications in accordance with the terms and conditions of Article II, Section 6 (C) hereof, and upon approval of said plans and specifications, the Owner shall thereafter construct the residence and incidental structures and outbuildings associated therewith in full and complete accordance with the plans and specifications as so approved. Deviation by the Owner from the plans and specifications as approved without the prior consent of the Board, shall be deemed a violation hereof, and accordingly reserving to the Declarant, H/OA, or the Board the right to enforce the terms and conditions hereof.

Section 2:

Owner Responsibilities. Each Owner shall be responsible (and also responsible for the actions or inactions of the builder or contractor retained by Owner) for any damages to streets, utility and drainage improvements, including but not limited to, catch basin covers, cutting, water mains, sewer lines, drainage pipes and headwalls, paving, street markets, gas mains, sewer an telephone lines resulting from work done by himself, his subcontractors or his suppliers. Owner shall further comply with all applicable Union County ordinances relating to erosion and siltation control, and will be required to take preventive measure necessary to control runoff on said Lots to upon any Lot or Lots. Each Owner shall, as soon as possible, cover the driveway entrances to the Lot with a crushed stone base, preliminary to the paving thereof in accordance with the terms and conditions hereof, in order to minimize mud on the subdivision streets. Owner shall confine any and all construction materials and debris solely to the parameter of Owners Lot. Clearing debris, including without limitation stumps, trees, and brush, branches and construction materials are to be removed as often as necessary in order to keep the residential structure and Lot accessible and in salable condition.

No such debris shall be dumped on any adjacent Lot or any other area within the subdivision not owned by owner, and Owner shall maintain the Lot and residential structure in a neat and attractive manner at all times. Article I, Section 12 shall be applicable to this section. Owner shall not, at any time, store or maintain (even on a temporary basis) upon the street and rights-of-way within the subdivision any debris or building materials. Declarant reserves the right to require the Owner, in conjunction with the Owners of other Lots within the subdivision, to contribute, from time to time, such private portion as may be necessary to pay for the costs of cleaning mud and debris from the streets within the subdivision caused by the construction of a residence upon the Lot of Owner.

Section 3:

Building Envelope. Each Lot is defined by the front, side, and rear yard setbacks. Within the Building Envelope, the residence and all other improvements shall be located and tailored to the specific features of the particular Lot. All improvements shall be located so as to minimize disruption or disturbance to the existing natural setting, including mature trees.

Section 4:

drainage ways and view. As part of the review and approval of location and orientation of the house and other improvements within the Building Envelope be modified. No building on any Lot (including any stoops or porches, patios, terraces, etc.) and no swimming pool, tennis court or other recreational improvement on any Lot shall be erected or permitted to remain outside of the Building Envelope for the particular Lot unless otherwise approved by the Board.

Driveways, Sidewalks, and Utilities. Driveways and sidewalks should be configured and curved, where practical, to accommodate existing trees to avoid unnecessary cutting of existing trees and avoid a "straight shot" view to the garage, parking area or front or side doors of the house. In no case shall the side boundary of a driveway be located less than two (2) feet from a side boundary line of the Lot. Driveways should be constructed of brick or lightly brushed concrete with a smooth troweled decorative edge, unless another material is approved for a particular Lot by the Board. On cul-de-sac Lots, circular drives with two (2) street entrances will not be permitted. Driveway width should be 12' except at garage backup area.

Section 5:

Exception to the designated driveway, sidewalk and utility areas can be made by the Board in writing. However, the Board will consider proposed deviations only if their implementation will not result, in the judgment of the Board, in an adverse impact upon the natural features of the Lot, neighboring Lots, or the subdivision as a whole.

Section 6:

Easements. Landscape improvements (as defined in the Landscape Guidelines and the building of driveways or fencing within utility easements is permissible (unless otherwise prohibited by a recorded easement instrument). Provided, however if in the future there is a need to disturb or remove such Landscape Improvements, driveways or fencing to access such utilities, such removal and any necessary repair and restoration shall be the responsibility of the Owner of the Lot.

Drainage and Erosion Control. Drainage considerations for individual Lots play an important part in the ecological balance of the community. Generally, each Lot should be graded such that all water draining from such Lot does not drain onto any adjoining Lots. Water runoff for each individual Lot must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or storm drainage facilities. Water runoff and control is the responsibility of each Lot Owner relative to such Owner's Lot. The water runoff shall be handled in such a manner as not to adversely affect any neighboring Lot.

ARCHITECTURAL DESIGN CRITERIA**Section 1:**Quality Design Features.

- A. The residence shall be located on the Lot with minimum disruption to the natural topography, vegetation, and unique site features.
- B. There shall be a consistency in the site planning, architecture, and Landscape Improvements.
- C. The various building materials shall allow for pleasing and harmonious exterior appearance for the residence and other improvements. Building materials shall be used logically.
- D. Appropriate colors shall be used, and colors shall be used with restraint.
- E. Consistency of detailing on all elevations shall be maintained. Windows and doors shall reflect restraint in the variety of types, styles and sizes. All openings shall be accented with the use of shutters, flat or arched lintels, projecting sills or relief surroundings.
- F. Bay windows shall be carried down to grade or visual support of any cantilevered conditions must be expressed. When bay windows are stacked in a two-story configuration, the blank panel between all facets shall be accented.
- G. Masonry or stucco used as a veneer material on the facade of a residence shall continue around the front corners of such residence to a logical point of termination. The use of combinations of exterior materials is not encouraged. Each proposed residence of this type will be carefully reviewed on an individual basis by the Board.
- H. The main roof shall have a minimum slope of eight (8) vertical to twelve (12) horizontal. Shed roof forms are discouraged. Roof shapes and configurations shall be planned to avoid complex, awkward, or odd roof designs.
- I. Gutters and down spouts shall be used at all eave lines, unless deemed inappropriate. All exterior down pipes (except copper down pipes) shall blend with the color of exterior wall material, down pipes shall be painted to be compatible with the wall color to avoid conspicuous contrast.
- J. All roof structures, such as attic vents, plumbing vents, etc., shall be treated or painted to blend with the roof shingles, except that flashing applied to vertical surfaces may be painted to blend with the vertical materials where more appropriate.
- K. All exterior utility service connections must be provided in unobtrusive and inconspicuous locations. All electric meters and main fuse boxes must be positioned away from view. This may be accomplished by providing an enclosed recess in the side of the dwelling or through approved landscape improvements and/or screening.
- L. Exposed electrical equipment, sub-panels, conduit, drain lines, pipes and vents must be painted to match the color of the home. Exterior disconnects for air conditioning equipment, etc. shall be mounted at the lowest point allowed by applicable building codes.
- M. Gas meters must be adequately screened with landscape improvements to conceal equipment from view.

Section 2:

Dwelling Types. Each lot may contain only one detached single-family private dwelling and one private garage for not less than two (2) vehicles and only such other accessory structures as are approved in advance in writing by the Board. Provided, however, the subdivision shall be entitled to use Lots owned by it from time to time for the construction and operation of construction offices and sales/marketing offices (and related uses) for the subdivision's projects.

Section 3:

Dwelling Size. The square footage requirements set forth below are for enclosed heated floor area and are exclusive of the areas in heated or unheated basements, vaulted ceiling areas and attics, unheated porches of any type, attached or detached garages, porte-cocheres and unheated storage areas, decks and patios.

	Minimum Total Heated Area	Minimum Ground Floor Heated Area
1 Story	2,500	2,500
1-1/2 Story, split level, Tri-level, and others	2,500	1,800
2 Story, 2-1/2 Story	3,000	1,500

Section 4:

Maximum Dwelling Height. No dwelling erected upon a lot shall contain more than two and one-half (2-1/2) stories above main entry ground level; provided, however, the Board shall have the right (but not the obligation) because of steep topography, unique lot configuration or similar reasons, to allow dwelling heights greater than two and one-half (2-1/2) stories on rear and side elevations.

Section 5:

Ceilings. Interior ceiling heights in dwellings constructed on Lots are recommended to be a minimum of nine (9) feet on the first (i.e., street grade) floor and a minimum of eight (8) feet on all other floors.

Section 6:

Garages. Every house shall have an enclosed garage for not less than two (2) vehicles. Garage opening may not face the front elevation street unless approved in advance in writing by the Board; and such approval will be given by the Board only where particular hardship would otherwise result because of lot size, configuration, topography, or other circumstances deemed sufficient by the Board.

In cases where a front entry attached garage must be used, recessing the garage from the remainder of the residence diminishes the adverse impact of the front entry garage on the street scene and keeps the residence from appearing to be composed of almost entirely the garage. Therefore, in cases where lot size does not allow a side entry garage from the major facade of the house is required, and a greater recess distance (up to a maximum of ten (10) feet) is encouraged. A porte-cochere that does not extend past the major building facade, and is constructed of the same building materials as part of the house, is allowed.

Side entry attached garages on corner lots are acceptable as long as architectural details are provided to avoid an overwhelmingly blank side facade. Also, landscape screening shall be required to minimize the view of garage doors from the street.

Garage doors are required for all garages, and the garage doors must be primed and/or detailed to provide appropriate scale. All garage doors must have operating remote control door openers. Single bay garage doors are preferred over double width garage doors. Front entry garages must use single paneled doors. Carports shall not be allowed. All ducts, pipes and wiring in garages shall be concealed from view above the level of the finished ceiling. For side entry garages, adequate screening of the garage opening and the garage doors must be provided (to minimize the view of the garage opening and the garage doors from the street) by the use of either Landscape Improvements, a wall, fencing, or a combination of these elements. The garage turnaround area must provide a minimum twenty-four (24) foot back up distance with an additional two (2) foot buffer between the edge of the driveway and the Lot boundary line (i.e., there must be total minimum distance of twenty-six (26) feet between the garage opening and the adjacent side lot boundary line).

Section 7:

Exterior Materials and Colors. Exterior materials shall be brick, stucco, stone, cedar shake, unless otherwise approved by the Board. Natural weathering of exterior wood materials is not desired. Imitation brick-like materials are generally discouraged and may be used only upon prior written approval of the Board. The Board reserves the right to require builders to produce sample boards of colors if they are not on file with the Board.

Section 8:

Roofs. Roofs and roof pitches shall be in proportion to the overall size and shape of the house. Except as specifically approved otherwise in writing by the Board, the minimum roof slope for the main house structure shall be eight (8) vertical to twelve (12) horizontal. Acceptable roofing materials are (i) wood shingles, (ii) wood shakes, (iii) natural or man-made slate, (iv) tile or (v) minimum twenty-five (25) year warranty, varnished (or solid) color, dimensional architectural (sculpted) style, composition (fiberglass) shingles. All specific roof materials to be used must be approved in writing by the board as part of the final Building Plans and Specifications prior to commencement of construction.

Roof vents, roof power vents, plumbing vent pipes and skylights will not be permitted on roofs.

visible from any street, unless approved in advance in writing by the Board. Roof vents, roof power vents, rain diverters, skylight housings, plumbing vent pipes and non-copper flashing shall be painted to blend with the roof shingles, except that the flashing applied to vertical surfaces may be painted to blend with the vertical materials where more appropriate. Eave lines shall align whenever possible. Eaves and rakes shall be accented by multiple fascia boards, cove and crown moldings or gutters.

Section 9:

Windows and Shutters: Doors. Windows shall generally be the same type and style all around the house. Thermal pane windows are preferred, and exterior storm windows generally will not be permitted. Wood windows are preferred; however, vinyl windows will be considered, provided the style and profile are visually similar to wood windows. Shutters are encouraged, shall fit the proportion and shape of the windows and, if used at all, shall be used for all windows on elevations that are visible from the roadway (s).

Section 10:

Chimneys. Chimneys shall be full foundation based and constructed of brick stone and stucco or other material approved in writing in advance by the Board. Chimneys shall have a design and location, and shall be constructed of a material that is appropriate to the house. Exposed metal flues and wood chases shall not be used. Chimney cap covers are required for prefabricated metal flues. Direct vent fireplaces are discouraged to the locations is a side elevation, and direct vent fireplaces shall not be permitted on a front elevation.

Section 11:

Porches and Decks. Porches and decks shall be designed with substantial, well proportioned railing, flooring and support posts meeting applicable building code requirements. One-story decks shall be appropriately screened with lattice and/or sufficient landscape improvements.

Section 12:

HVAC Equipment. No air conditioning or heating equipment or apparatus shall be installed on the ground in front of, or attached to any front wall of, any residence on a lot. Additionally, air conditioning and heating equipment and apparatus shall be screened from view from streets by landscape improvements, as more particularly provided in the landscape guidelines herein.

Section 13:

Attachments, Satellite Dishes and Antennae. No permanent attachment of any kind or character whatsoever (including, but not limited to, television and radio antennae, solar energy-related systems, satellite or microwave dishes or similar improvements) shall be made to the roof or exterior walls of any building on any lot or otherwise placed or maintained on any lot, unless such attachments or devices are approved in advance in writing by the Board. Notwithstanding the above to the contrary, one satellite or microwave dish may be installed provided such satellite or microwave dish does not exceed eighteen (18) inches in diameter and is properly screened from view. The location an screening of the satellite or microwave dish location and screening of the satellite or microwave dish must be approved in writing by the Board prior to installation.

Section 14:

Mail and Newspaper Boxes, House Numbers. All mail and newspaper boxes must be of a standard color, size and design as approved by the Board. In general, either side of the driveway is acceptable for the installation of the mailbox, and the Lot Owner should select the side of the driveway that will be most convenient to provide easy access to the mailbox; however, it is generally most aesthetically desirable to locate the mailbox on the side of the driveway that is closest to the lot boundary line. House numbers may be displayed on houses and/or mailboxes only as approved by the Board.

Section 15:

Pools, Therapy Pools and Spas. The size, shape and setting of pools (including standard swimming pools, therapy pools and spas) must be carefully designed to be compatible with the surrounding natural and man-made environment. In locating swimming pools, therapy pools and spas, the following should be considered:

- A. Indoor/Outdoor relationships.
- B. Setbacks imposed by the applicable building envelope.
- C. Views both to and from the pool area.
- D. Terrain (grading and excavation); and
- E. Fencing and privacy screening.

Pools, decks and related equipment will not be allowed outside of the building envelope area. Provided, however, pool decks may encroach into the setback area imposed by the building envelope if such deck is either at or within two (2) feet of natural grade and no closer than ten (10) feet to any lot boundary line. Pool and pool equipment enclosures must be architecturally consistent an harmonious with the residence and other structures on the lot in terms of their placement, mass and detail. Pools, decks and related equipment and pool and pool equipment enclosures shall be screened or treated so as to avoid distracting noise and views. No above ground pools are allowed.

Section 16:

Exterior Lighting. Exterior Lighting (which must be approved by the Board as part of the building plans and specifications) must be limited to areas within the building envelope (unless otherwise approved by the Board), must not result in excessive glare and must not interfere with the privacy of nearby dwellings, all as determined by the Board in its sole discretion.

Section 17:

Play Equipment. Unless elements of a planned park or playground, swing sets and similar outdoor play structures and equipment must be located where they will have a minimum impact on adjacent lots and where they will be screened from general public view.

All play equipment must have Board approval before being erected. Basketball goal backboards must be constructed of clear, see through material. Solid colors will not be allowed. The basketball goal post must be located in the rear 50% of the yard, as measured from the mid-point of the dwelling on the side that the goal is to be constructed. In addition, the goal should not face the street.

Section 18:

Fences and Walls. Walls and fences shall be considered an extension of the architecture of the residence and a transition of the architectural mass to the natural forms of the lot. All wall and fence designs shall be compatible with the total surrounding environment. Special consideration must be given to design, placement impact and view of the wall or fence from neighboring lots. Fences and walls shall be considered as design elements to enclose and define courtyards, pools, and other private spaces, provide security and relate building forms to the landscape. Fences, walls must be run or curved where practical between existing trees to avoid unnecessary cutting of existing trees. The location, materials, size and design of all fences and walls must be approved in advance in writing by the Board prior to installation.

Privacy fences or walls which inhibit visibility (i.e., whether a solid masonry wall or wood fence) are not permitted unless extremely unusual circumstances detect the need for one (i.e., lot backs up to highway).

Walls shall be constructed of solid masonry or wrought iron with columns, using the same materials as found in the architecture of the residence. Chain link (except approved tennis court fencing), chicken wire, or welded wire fencing will not be permitted. Wood privacy fences must have masonry columns finished in brick, stucco or stone. Once an approved fence or wall has been erected on a side lot boundary line which is a common boundary line with another lot, that approved fence or wall design and material (s) will be the only approved fence or wall design and material (s) that may be erected on that common lot line. No double fencing will be allowed on side or rear lot lines. Wood fencing will have to be approved on a case by case basis. No fence or wall (including for this purpose densely planted hedges, rows or similar landscape barriers) shall be erected, placed or maintained on any lot nearer to any roadway fronting such lot than the rear building corner of the main dwelling constructed on such lot (unless otherwise approved in advance in writing by the Board). No fence or wall shall be erected, placed or maintained on a lot in a location that will substantially obstruct views of any lake or pond within the Common Areas of the community. Fences and walls shall not exceed five (5) feet in height, except fences enclosing approved tennis courts may be up to ten (10) feet in height if located at least twenty-five (25) feet from all lot boundary lines. A retaining wall that is attached to the residence on a lot shall utilize the same materials as the residence wall that it adjoins. Cross-tie timber walls may be used for retaining walls if set apart from the residence.

Section 19:

Remodeling and Additions. A lot owner desiring to remodel existing improvements and/or to construct additions to existing improvements is required to follow the Guidelines to the same extent as if such remodeling or addition were new construction. All criteria governing site location, grading and excavating, structures, roofs, landscape, colors and aesthetics will apply to remodeling and additions to the same extent as to new construction. An approval from the Board is required for remodeling and additions just as it is for new construction.

PRESERVATION OF EXISTING TREES

The existing trees in the subdivision are a prized natural amenity which add value to the community in a multitude of ways. The subdivision has exercised care to retain as much of the existing vegetation as possible in the design of the land plan for the subdivision, and it is expected that Lot Owners and home builders and contractors will continue to preserve and protect this valuable resource during the course of construction.

Section 1:

Owner Responsibilities. Each Lot Owner shall be responsible for ensuring that such Lot Owners general contractors and subcontractors adhere to the requirements of the provisions in the landscape guidelines pertaining to the protection and preservation of existing trees.

Section 2:

Tree Protection and Preservation Procedures. It is essential that tree trunks, canopies, and root systems all be protected from heavy equipment and other harmful construction practices. Soil located from the "dropline" of the tree to the trunk of the tree must remain undisturbed to enhance the likelihood that the tree will survive. Studies have shown that damaged root systems, especially damage to the feeder roots at the top ten (10) feet of the soil where a tree "breathes" are the most common cause of the final decline of otherwise healthy existing trees. Signs of the resulting stress

often are not evident for months or sometimes years after the damage occurs, resulting in additional, often unforeseeable, costs and inconvenience to the then-current Lot Owner and to the community as a whole.

MINIMUM PLANTING REQUIREMENTS

Minimum requirements for the initial landscape improvements to be installed on each lot within the subdivision have been devised to ensure that the high quality, visually appealing house styles and associated landscaping portray an aesthetically pleasing street scape image. Essential to this is a unified an consistent balance between the quality of the landscape improvements. Of course, as provided above, the Board may, from time to time and at the sole discretion of the Board, make revisions or amendments to all requirements an provisions in the Guidelines, including, without limitation, these minimum landscape improvements planting requirements.

Plant Type	Non-Corner		Corner		Size
	Lot	Quantity	Lot	Quantity	
Street Trees (Must be Sugar Maple)	2		3		3-3.5" cal.
Evergreen Shrubs	12		14		5-7 gallon
Small Shrubs	10		12		3 gallon
Ground Covers	250 s.f.		300 s.f.		Flats or 2" pots
Annual Flower Beds	50 s.f.		50 s.f.		Flats of 4" pots
Lawn Seed					All disturbed/graded areas other than plant beds or sod
Mulch/Fine Straw					All plant beds or natural areas. Natural areas on the rear of the property only have to have needles for the first 5' of depth.

ARTICLE IV

POST CONSTRUCTION RESTRICTIONS

Section 1: Landscaping Maintenance. Each Owner shall at all times maintain the landscaping of each Lot in a neat and orderly manner, including without limitation, the mowing of grass, the removal of trash and debris, including without limitation, leaves and other natural debris (save and excepting in natural areas as may be designed by the Owner and which are harmonious to the subdivision).

Section 2: Exterior Improvements. The construction, attachment or addition of a swimming pool, tennis court, TV or radio antenna, or residence, or repair, remodel or refinish or existing structures, must be submitted to the Board in the same manner and subject to the same control as the preliminary plans and specifications regarding the construction of the principal residence.

Section 3: On-Street Parking. Each owner of a Lot shall provide upon the Lot adequate parking for each vehicle owned or maintained by a resident of a Lot, and no such vehicle shall be parked overnight upon the dedicated streets of the subdivision.

Section 4: Boats, Recreational Vehicles and Commercial Vehicles. All boats, trailers, recreational vehicles, campers and commercial vehicles (commercial vehicles as used herein shall mean vehicles owned and/or principally used by the Owner or other residents of the principal residence located upon the Lot, and shall not refer to commercial vehicles located within the subdivision from time to time solely for the purpose of providing services to the residents of the subdivision) shall be parked upon a space prepared for such use by the Owner in the rear yard of each such residence, and in no circumstances shall any such boat, recreational vehicle, trailer, camper or commercial vehicle be parked on the dedicated streets of the subdivision or in the driveways that portion of a Lot to the rear of the structure erected on any such Lot and shall not include front or side yard areas. All such vehicles parked in rear yard shall be screened from visibility from the street and side yards of adjacent property owners.

ARTICLE V

GENERAL PROVISIONS

Section 1: Enforcement. The Declarant, any Owner, or any other person, firm or corporation owning any interest in a Lot, and HIOA established by the Declarant, shall have the right to enforce, by any proceeding at law or equity, all conditions, covenants and restrictions now or hereinafter imposed by the provisions of this Declaration. Failure to any such party to enforce any such covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court Order shall in no way affect any of the other provisions not expressly held to be void, and such remaining provisions shall remain in full force and effect.

Section 3:

Effective Period. The covenants, conditions and restrictions of this Declaration shall run with the land and bind the Owners of Lots for a period of twenty-five (25) years from the date this Declaration is recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years until terminated as hereinafter provided. The reserved easements shall permanently run with the Lots.

Section 4:

Amendment and Termination. This Declaration may be altered, modified, cancelled or changed at any time in any manner by a written document executed by the Declarant, together with the Owner or Owners of a majority of the Lots (Declarant's signature shall be necessary whether or not the Declarant shall own any Lot or Lots at the time of execution, and Lots owned by Declarant shall be included as to the execution by a majority of Lot Owners). Any such amendment must be recorded in the Mecklenburg County Public Registry and shall not be effective until so recorded. After the initial twenty-five (25) year term hereof, this Declaration may be modified or terminated by a vote of the Owners of a majority of the Lots.

Section 5:

Excluded Properties. Nothing contained herein shall be construed to impose any restrictions on or easements in any land or property owned by the Declarant, other than the subdivision referred to hereunder.

Section 6:

Enforcement of Expenses as a Lien Upon Property. All costs incurred by the Declarant, HOA or the Board in the enforcement of the terms and conditions hereof, including court costs, costs of correcting deficiencies by any Owner of a Lot or Lots, and reasonable attorneys fees in the enforcement hereof, shall be a personal liability of the Owner or Owners of such Lot or Lots subject to the enforcement or correction hereunder, and furthermore, such costs and fees shall be a lien upon the Lot of the Owner, and each Owner agrees to accept such personal liability and the lien enforcement rights of the Declarant, HOA, and the Board by acceptance of a Deed to any Lot or Lots in the subdivision.

Section 7:

Headings. Article and Section headings are inserted for convenient reference, and are not to be construed as substantive parts of the paragraphs to which they refer.

Section 8:

Homeowners Association. The Declarant reserves the right, without joinder or any Lot owner, to execute an record a supplemental declaration of covenants, conditions and restrictions, establishing the rights and obligations of lot owners in relationship to the Homeowners Association that may be formed by the Declarant, and each Grantee accepting a Deed to a Lot or Lots as shown on the Map, shall be bound by such supplemental declaration, and shall, upon the request of the Declarant, join in the execution of any such supplemental declaration. In the event the Declarant shall elect to supplement this Declaration of Covenants, Conditions and Restrictions by establishing a homeowners' association, the terms and conditions of such association shall be governed in part by the following:

A. Voting Rights. Class "A" Lots shall refer to undeveloped lots proposed to be developed and developed lots owned by H.C. Grimmer Development Co., L.L.C. or it's affiliates or assigns. Each Class "A" Lot shall have three (3) votes per lot.

Class "B" Lots shall refer to developed lots owned by builder (s) or individual property owners. Class "B" Lots shall have one (1) vote per lot.

B. Assessments. The initial assessment shall be no more than Fifty and no/100 dollars (\$50.00) per quarter. There shall furthermore be an unlimited right to increase the assessments or to provide for special assessments upon the consent on a simple majority of the lot owners.

Section 9:

Transfer of Declarant's Vested Interest. Declarant, at Declarant's sole discretion, may at any time after Declarant no longer has a majority vested interest (lot ownership) transfer Declarant's neighborhood homeowners association.

Section 10:

Buffer Zones on Lots 7, 8, 9, 13, 14, 15, & 16. A 80-foot buffer zone is along the rear lot lines of lots 13, 14, 15, and 16 of the Antioch woods development. There shall be no clearing of any vegetation greater than 4 inches in diameter within said buffer, and no buildings shall be erected in said buffer. Provided however, that the Owners of lots 13, 14, 15, and 16 shall be permitted to perform whatever clearing is reasonably necessary for the limited purpose of installing and operating a septic tank sewer system anywhere within the buffer.

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A 20-foot buffer zone shall be established along the common boundary of lot 16 of Antioch Woods and Lot B-2 of Walden Lane. There shall be no clearing of any vegetation greater than 4 inches in diameter within said buffer, and no buildings shall be erected in said buffer.

A 40-foot buffer zone shall be established along the rear lot lines of lots 7, 8, and 9 of the Antioch Woods development. There shall be no clearing of any vegetation greater than 4 inches in diameter within said buffer, and no buildings shall be erected in said buffer.

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

H.C. Grimmer Development Co. LLC

By M. Long D.
Managing Member

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, _____, a Notary Public in and for _____ county in said
state do hereby certify that _____ personally appeared before me on this day
and acknowledged the _____ he is Managing Member of H.C. Grimmer Development Co. LLC and that by authority duly
given and as the act of the LLC, the foregoing instrument was signed in its name by its Managing Member.

Witness my hand and official seal, this _____ day of _____, 2000.

My commission Expires: _____ Notary Public _____