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STATE OF NORTH CAROLINA
COUNTY OF UNION

Filed for record
Date 5.15.97
Time 12:40 o'clock P.M.
JUDY G. PRICE, Register of Deeds
Union County, Moore, North Carolina

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR BROOKS FARM

THIS SUPPLEMENTARY DECLARATION, made on this 13 day of May 1997, by
MONICA INVESTMENT CO., a North Carolina corporation, hereinafter referred to as
"Declarant", and MIKE PRESSLEY CONSTRUCTION, hereinafter referred to as "Owner";

006977 WITNESSETH:

WHEREAS, Declarant and Owner are the owners of the property shown on the map of
Brooks Farm Subdivision, Phase II, which map is recorded in Plat Cabinet E, pages 504 and 505
of the Union County Public Registry; and

WHEREAS, Declarant has heretofore imposed a Declaration of Covenants, Conditions,
Easements and Restrictions upon the Subdivision known as **BROOKS FARM**, which
Declaration is recorded in Book 622, page 274 in the Union County Public Registry; and

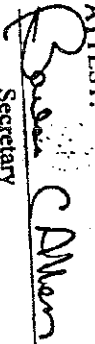
WHEREAS, the foresaid Declaration of Covenants, Conditions, Easements and
Restrictions in Article I, Section 7 referred to the map of said Subdivision as Map Book D at
page 347 in the Union County Public Registry, and although the original Declaration did make
reference to the property as shown on map recorded in Plat Cabinet E, pages 504 and 505 of the
Union County Public Registry, said map had not yet been recorded when said original
Declaration was recorded and, therefore, this Supplementary Declaration is being recorded to
specifically make reference to said new map and specifically impose said Declaration of
Covenants, Conditions, Easements and Restrictions for the lots contained therein.


NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of
Covenants, Conditions, Easements and Restrictions for **BROOKS FARMS**, Declarant
and Owner do hereby impose said Declaration of Covenants, Conditions, Easements and
Restrictions recorded in Book 622, page 274 of the Union County Public Registry on all
property as shown on map recorded in Plat Cabinet E, pages 504 and 505 of the Union County
Public Registry and all present and future owners of all lots as shown on map recorded in Plat
Cabinet E, pages 504 and 505 of the Union County Public Registry shall be subject to the terms
and conditions of the aforesaid Declaration and shall have the rights and privileges therein set
out.

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IN WITNESS WHEREOF the undersigned Declarant and Owner have caused this instrument to be executed as of the day and year first above written.

MONICA INVESTMENT CO.

ATTEST:

Secretary

By 
Sara Goryn, President


MIKE PRESSLEY CONSTRUCTION

Witness

By 
Mike Pressley

CONSENT

Miles S. Levine, as Trustee in those certain Deeds of Trust recorded in Book 549, at page 676, and Book 600, at page 268 of the Union County Registry, does hereby join in this Supplementary Declaration of Covenants, Conditions, Easements and Restrictions for Brooks Farm for the specific purpose of consenting to the recording of said Supplementary Declaration.

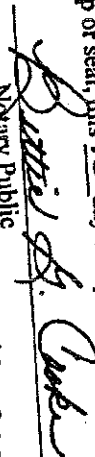

Miles S. Levine, Trustee (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that Barbara C. Allen personally appeared before me this day and acknowledged that she is Secretary of MONICA INVESTMENT CO., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and official stamp or seal, this 13 day of ^{May}~~April~~, 1997.


Notary Public
My commission expires: 1-13-2001

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, this undersigned Notary Public in and for the County and State aforesaid, personally came Mike Pressley for and on behalf of Mike Pressley Construction and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 13 day of ^{May}~~April~~ 1997.

My commission expires: My Commission Expires July 11, 2000

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, this undersigned Notary Public in and for the County and State aforesaid, personally came Miles S. Levine, Trustee, and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 13 day of ^{May}~~April~~ 1997.

Donna B. Cooke
Notary Public
My commission expires: 1-13-2001

Prepared by and mail to:

Miles S. Levine
GOODMAN CARR NIXON LAUGHRUN & LEVINE
602 Cameron Brown Building
Charlotte, NC 28204

The foregoing certificate(s) of Michelle
Smith & Bethie B. Cooke, M.P.S. of
Meck. Co. NC
are certified to be correct. This instrument
and certificate are duly registered at the date
and time and in the Book and Page shown on
the first page hereof.

Judy G. Price BY: *Shirley A. Cicca*
Register of Deeds Assistant/Deputy
Union County, NC

See Supp. Rest

BK 1315

PS 512

See Supp. Restr
BK 970 Pg. 847

RECORDED
and
VERIFIED
JMM

BOOK 622 PAGE 274

DECLARATION

OF

COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

FOR

BROOKS FARM

Filed for record
Date 4-21-93
Time 2:45 o'clock
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carolina

Reylene
4/22

THIS DECLARATION, made this 1st day of April, 1993, by
MONICA INVESTMENT CO., a North Carolina corporation, hereinafter
referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property located
in Union County, North Carolina, more particularly described on
EXHIBIT A, attached hereto and incorporated herein, and desires
to create thereon an exclusive residential community to be known
as BROOKS FARM; and

WHEREAS, Declarant has incorporated or will incorporate
under the laws of the State of North Carolina, as a non-profit
corporation, BROOKS FARM HOMEOWNERS ASSOCIATION, INC., for the
purpose of maintaining the attractiveness of the lots, common
areas, entrance features and entrance and median landscaping
within BROOKS FARM, and for the purpose of preserving, protecting
and enhancing the values and amenities of property located within
the subdivision, and for enforcing these covenants, conditions
and restrictions and the hereinabove referred to general
covenants, conditions and restrictions; and

WHEREAS, Declarant has deemed it advisable to place and
impose certain conditions and restrictions upon the single-family
lots shown on the above-referenced recorded maps and each of them
for the use and benefit of Declarant, its successors and assigns,
and all subsequent owners of said lots.

NOW, THEREFORE, Declarant hereby declares that all of the
property described above shall be held, sold and conveyed subject
to the following easements, restrictions, covenants, and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with the real property and
be binding on all parties having any right, title or interest in
the described property or any part thereof, their heirs,
successors, and assigns, and shall inure to the benefit of each
owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BROOKS
FARM HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. "Common Area" shall mean all personal property and real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is (a) any and all land and improvements designated "Common Area" or "Common Open Space" as shown on the Map and/or (b) all land and improvements excluding all lots, shown on the Map, including private streets, landscaped traffic islands, areas designated as a Park, and easements serving the Property.

Section 4. "Declarant" shall mean and refer to Monica Investment Co., any successor corporation by way of name change, merger or consolidation, and its successors and assigns, if such successors or assigns shall acquire any of the Declarant's property for the purpose of development, and if the obligations of the Declarant as to such property are expressly assumed by such successors or assigns.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions applicable to the Property recorded in the Office of the Register of Deeds of Union County, North Carolina.

Section 6. "Lot" shall mean and refer to any plat of land, with delineated boundary lines, shown upon the recorded subdivision map of the Property and any improvements thereon, with the exception of the Common Area. In the event any lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purpose of this Declaration.

Section 7. "Map" shall mean and refer to that certain map of the Existing Property (or a portion of the Existing Property) as recorded in Map Book B, at page 347, in the Union County, North Carolina, Public Registry, and the map(s) of any additions to the Existing Property or any revisions to the existing map(s) which may be recorded by Declarant in the Union County North Carolina, Public Registry.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more person or entity, of a fee simple title to any lot which is a part of the Property, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 9. "Property" shall mean and refer to the "Existing Property" described in Article II, Section 1, hereof any additions thereto, as are or shall become subject to this

Declaration and any Supplementary Declaration under the provisions of Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided is located in Union County, North Carolina, and is more particularly described on EXHIBIT A attached hereto and incorporated herein (the "Existing Property").

Section 2. Additions to Existing Property.

(a) Additional property adjacent or adjoining the Existing Property may be brought within the scheme of this Declaration and the jurisdiction of the Association by Declarant in future stages of development upon approval of a majority of all the votes to which all members are entitled; provided, however, that said annexations, if any, must occur within fifteen (15) years after the date of filing of this Declaration. Declarant shall be obligated to subject any additional property to this Declaration.

(b) The additions authorized under subsection (a) above shall be made by filing a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property in the Union County, North Carolina, Public Registry, which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use any recreational facilities by an Owner for any period during which any assessment against the Owner's lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded;

(d) The rights of Owners to the exclusive use of certain facilities as provided in this Declaration;

(e) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the right of enjoyment of the Common Area and facilities to family members, tenants, or contract purchasers who reside on the Owner's Lot.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a "Member" of the Association. Membership shall be apurtenant to and may not be separated from ownership of any Lot which is subject to assessment. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Class B Members as defined below, and shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B Member shall be the Declarant. Declarant shall be entitled to four (4) votes for each Lot in which it holds a fee or undivided fee interest. Upon the conveyance of a Lot from Declarant to an Owner other than Declarant, the membership classification for that Lot shall automatically be converted from Class B to Class A. Class B membership status for all lots owned by Declarant shall cease and be converted to Class A status on the happening of either of the following events, whichever occurs earlier:

- (a) 75% of the Lots are deeded to homeowners, or
- (b) On January 2, 1999.

ARTICLE V.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. (a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on and shall be a continuing lien upon the Lot (owned by Class A Members only) against which each such assessment is made. Said assessments may be a charge on Class B Members as well, but any such assessment as against Class B Members shall not exceed ten (10%) per cent of the Class A Members assessment. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor in title, but in any event, said delinquent assessment shall be a charge on and shall be a continuing lien upon the Lot against which each such assessment is made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, security, safety and welfare of the residents in the Property and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the maintenance, use and enjoyment of the Common Area, including but not limited to: the cost of repairs, replacements and additions to the Common Area, including the common maintenance of lawns and landscaping on lots if so decided by the Owners as provided under the Bylaws of the Association; the cost of labor, equipment, materials, management, and supervision; the cost of security devices, equipment, personnel and other related expenditures necessary for the maintenance of security or security systems (such as, for example, a guard and guard house at the entrance to the Property) for the Property and Common Area; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance related to the Common Area and facilities and its use in accordance with the By-Laws; the employment of accountants and attorneys to represent the Association when necessary; and, such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by

Declarant to an Owner, the maximum quarterly assessment for the Class A Members shall be \$100.00 per Lot.

From and after January 1 of the calendar year immediately following the conveyance of the first Lot by Declarant to an Owner:

(a) The maximum annual assessment shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the Members by an amount not to exceed five (5%) percent of the maximum annual assessment of the previous year or fifteen (15%) percent of the maximum annual assessment of the year three years prior thereto, whichever is greater; and

(b) The maximum annual assessment may be increased above five percent (5%), but limited to fifteen (15%) in any calendar year, if such increase is approved by not less than two-thirds (2/3) of each class of Members. After two-thirds of the lots have been conveyed by Declarant to other owners, the maximum annual assessments may be increased above five percent (5%) without limitations, if such increase is approved by not less than two-thirds (2/3) of each class of Members.

Section 4. Initial Capital Assessment. Upon the initial conveyance of every Lot by Declarant to an Owner there shall be paid by such Owner to the Association an initial capital assessment of \$100.00 per Lot, to be allocated by the Board of Directors to the capital reserves of the association, and used as the Board of Directors may determine in accordance with the Bylaws of the Association.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of Members. Such voting may be represented in person or by proxy at a meeting duly called for this purpose.

In the event that the need for maintenance, repair, or replacement of the Common Areas or facilities is caused through the willful, or negligent acts of an Owner or Owner's family, tenant, guests, or invitees, the cost of such maintenance, replacement, or repair shall be added to and become a part of the assessment to which such Lot is subject.

Section 6. Uniform Rate of Assessment. Except as provided in specific provisions of this Declaration, both annual and special assessments must be fixed at a uniform rate for all lots

subject to assessment and may be collected on a monthly, quarterly, or yearly basis.

Section 7. Notice and Quorum for any Action Authorized under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 5 of this Article shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be payable and collected on a quarterly basis (unless otherwise changed by the Board of Directors) and shall commence as to each lot upon which residential improvements have been substantially completed and a certificate of occupancy has been issued by appropriate governmental authorities on the first day of the month following the issuance of the certificate of occupancy for the improvements located upon said lot. The first annual assessment shall be adjusted and prorated according to the number of months remaining in the calendar year. Should a lot be conveyed within an assessed quarter, then the assessment for that quarter shall be prorated for the portion of the quarter remaining. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment against each lot. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. Notwithstanding the foregoing, the Annual Assessments shall not commence until the Property and Common Area improvements and facilities have been substantially completed.

Section 9. Effect on Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowable by law until paid. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the lot, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment. No Owner shall waive or otherwise escape liability for any of the

assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot. Failure of an Owner to pay assessments does not constitute a default under an insured mortgage.

Section 10. Subordination of the Lien to First Mortgages.

The liens provided for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any lot which is subject to any First Mortgage pursuant to a foreclosure thereof or any proceeding, conveyance or assignment in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any First Mortgage. Mortgagees are not required to collect assessments.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI.

ARCHITECTURAL CONTROL

Section 1. Duration of Control. The Declarant will surrender such right of architectural control after all lots have been conveyed to Class A Owners by a duly recorded written instrument, and, at such time, the then Owners of a majority of all lots shall have the power through an additional duly recorded written instrument to appoint an architectural review board (the "Architectural Review Board"), which Architectural Review Board, if so appointed, shall have the right of architectural control as described in this ARTICLE, and shall retain such right until such Architectural Review Board is terminated by a duly recorded written restraint signed by the Owners of a majority of all lots.

Section 2. 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 herein (including change of color) be made without the prior written approval of Declarant. The areas over which Declarant shall have control shall include, but shall not be limited to, the size and plan of the residential structure, the location of the principal residential structure on the lot, the size and plan of any attached garage, the location and manner of construction of any driveway, in-ground swimming

pool, patio, mailbox or other exterior improvements, and the composition and color of all material used on the exterior of any structure. Declarant shall also have control over the removal of any trees or other vegetation from any lot and no party shall grade, excavate upon or otherwise alter the topography of any lot or remove any tree greater than a 5" caliber or other vegetation therefrom without obtaining the prior written approval of Declarant. It is provided, however, that nothing herein contained shall be construed to permit interference with the development of the Property by Declarant in accordance with its general plan of development. In order to assure that location of houses will be staggered where practical and appropriate, the structures will be located with regard to the ecological constraints and topography of each individual lot, taking into consideration topography, the location of large trees and similar considerations. The Declarant reserves the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots, provided, however, that such locations shall be determined only after reasonable opportunity is afforded the lot Owner to recommend a specific site.

Section 3 Procedure. Any party requiring approval of any proposed improvements to any lot shall submit to Declarant plans and specifications showing in such detail and manner as Declarant shall require the nature, shape, height, materials and location of any such improvement. Declarant, in its sole and absolute discretion, may 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 by Declarant shall be based on Declarant's discretionary determination as to whether any particular improvement is suitable and harmonious with the development of the subdivision. Declarant's approval or disapproval of any proposed improvement shall be in writing. In the event that Declarant fails to approve or disapprove any such proposed improvement within thirty (30) days after plans and specifications in such detail as Declarant may require have been submitted to it, such plans and specifications shall be deemed approved. 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 Declarant of any proposed improvements shall not constitute or be construed as approval of the structural stability, design, or quality of any improvement or the compliance of any such improvement with applicable laws and codes. Refusal or approval of plans, specifications, builder or location may be based upon any grounds, including purely aesthetic considerations, which in the opinion of and the sole and uncontrolled discretion of Declarant shall be deemed sufficient.

Any builder prior to performing any work on the Property, must be approved by the Declarant as to financial stability,

building experience, and ability to build structures of the class and type of those which are to be built on the Property. No Owner will be permitted to act as his own builder or contractor, for the exterior of any structure, except where such Owner obtains his income primarily from the construction of the type of structure to be constructed upon the Property, and otherwise meets the qualifications for approval by the Declarant as hereinabove set forth.

The exterior of all houses and other structures, and site work and landscaping must be completed within one (1) year after the construction of said improvements shall have commenced except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamities. In the event any Owner violates the terms of this Section, Declarant or its duly appointed agent shall, after thirty (30) days' written notice to Owner to cure such violation and failure of Owner to so cure, be entitled to enter upon the Lot(s) of Owner and cure such defect, including the removal of any structure built in violation hereof, all at the cost and expense of Owner. This right of the Declarant or its agent shall be in addition to all other general enforcement rights which the Declarant may have for a breach or violation of the terms of this Declaration and shall not be deemed a trespass by Declarant or its agent.

From time to time Declarant may appoint an advisory board consisting of Property Owners to provide opinions and ideas on matters of Architectural Control. Such advisory board would serve at the discretion of Declarant. Declarant would retain full decision making control on all matters of Architectural Control.

ARTICLE VII.

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

Section 1. Subdivision of Lots. No Lot shall be subdivided by sale or otherwise so to reduce the total Lot Area shown on the Map, except by and with the written consent of the Declarant and provided same is also permitted under applicable governmental regulations and private restrictions affecting said Lot.

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 their 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) within two (2) years after the date on which such Lot was originally sold by

Declarant to the initial Owner thereof, the Owner of such unimproved Lot must first offer in writing to sell the unimproved Lot to Declarant at the same price for which such 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 ten days after receipt of the same, or (2) the Declarant rejects such offer in writing within ten 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 ten days after receipt of the same, then Declarant shall purchase and the Owner shall sell such unimproved Lot for cash in the amount of the Original Price within forty-five (45) 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 Declarant has approved construction plans hereunder, a valid building permit has been issued, and the foundation is in place and framing has begun; it being expressly 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 those Lots initially sold by the Declarant which now forms a portion of such Lot being offered to the Declarant.

Section 3. Repurchase of Unimproved Lot by Declarant. In order to promote the timely development of the subdivision, it is the intention of Declarant that Owners begin construction of a house within a timely manner. Therefore, in the event an Owner has not begun construction of a house on its lot within two years after the date on which such lot was originally sold by Declarant to the initial owner thereof, Declarant shall have the option at any time thereafter and so long as construction has not begun to purchase the lot from Owner at the same price for which such unimproved lot was originally sold by Declarant to the initial owner thereof ("Original Price"). The Original Price shall be as defined in ARTICLE VII, Section 2 above. For purposes of this Section 3, construction shall be deemed not to have begun until Declarant has approved construction plans hereunder, a valid building permit has been issued, and the foundation is in place and framing has begun.

Section 4. Reserved Easements. The Declarant may reserve, prior to the conveyance of any particular Lot to the first purchaser of said Lot from Declarant (or as a part of such conveyance by reserving in the deed of conveyance), for itself, its successors and assigns such permanent easements in and the

right at any time in the future to grant a permanent right of way over areas not more than ten (10) feet in width along the rear and side lines of any lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electrical power, gas, water, sewer, telephone service and other utilities, as well as within those areas shown as easements on the Map. 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 which may obstruct or retard the flow of water through drainage channels in such areas. The area of each lot containing the easement and all improvements thereof 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, such easements may be reserved along the rear and side lines of the lot both as shown on the Map and as exists upon the lot as so subdivided; provided, however, that upon request by the Owner of the subdivided lot, the Declarant may release the easement reserved along the rear or sideline of the lot if doing so would not interfere with the installation or maintenance of any utilities or the drainage within the Property. In the event two or more lots are combined into one building lot with the residence to be constructed over the common interest lot lines, the easements reserved along sidelines shall be released provided that the easements have not previously been used for the installation of utilities and their release shall not interfere with the drainage within the Property.

The Declarant does specifically reserve, for itself, its successors and assigns, the right at any time in the future to erect fencing in accordance with the requirements of Union County or any other governmental authority within five (5) feet along the rear and side lines of any lot whereby said rear or side line is adjacent to the Common Area. Within said five (5) foot area as described above, no structures, planting, fences or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the fencing which may be required to be erected by Declarant.

Section 5. 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 construction on any lot shall be used for living quarters of any kind either for guests, members of the family or domestic employees. No part of any lot or dwelling thereon may be rented or leased, except for a lease for a term of at least three (3) months of an entire lot and all of the dwelling thereon for use as a dwelling for a single family.

Each lot within the subdivision shall have constructed, as a portion of and in conjunction with the principal residence thereon, an attached two or three-car garage with a fully completed exterior, harmonious to the principal residence, excepting that garages constructed on corner lots shall be accessible only from the rear of the principal residence. providing, however, that to the extent an Owner shall design a structure upon a lot within the subdivision, and the shape, including the width and road access of said lot, presents no rear garage access as set forth herein, the Owner may apply to the Declarant or the Architectural Review Board, whichever shall then have architectural control rights, for a waiver of the rear and side access provisions hereof. Any such request by an Owner shall be in written form, including drawings as to the proposed residence to be constructed and itemizing the difficulties which compliance with the provisions of this section would impose upon the Owner, and the Declarant or the Architectural Review Board shall retain the right to accept or reject any such request for a modification, in its sole discretion, and, to the extent any such request shall be granted, to impose upon such Owner such additional terms, conditions and requirements as the Declarant or the Architectural Review Board may deem necessary and appropriate, including without limitations, requirements that the garage have two separate doors, and that the doors be designed in such a manner as to be harmonious and in keeping with the structures erected and to be erected within the subdivision.

Section 6. Minimum Size of Dwelling. Single family dwellings shall contain not less than a minimum of 1,200 square feet of total finished floor area, exclusive of garage, carport, unheated areas, non-living space, open or screened-in porches or decks. Further, houses of one and one-half stories shall contain a minimum of 900 square feet of total finished floor area on the first floor and houses of two stories or more shall contain a minimum of 700 square feet of total finished floor area on the first floor. The terms and conditions of the zoning Ordinances of Union County shall also apply to each lot.

Section 6. Building Restrictions. No building on a lot shall be located nearer to either side line of each such lot nor nearer to the rear line thereof than as shown on the building setback lines and side lines shown on the Map. For the purposes of this covenant, eaves and stoops shall not be considered as a part of a building; provided, however, this shall not be construed to be deemed to permit encroachment of any improvement onto another lot. Houses shall have a minimum roof pitch of 6 inches of rise for every 12 inches of run. Gutters and downspouts are required for each house. Concrete drives are required for each house. All foundations must be brick.

Section 7. Building Line Requirements. The minimum setback lines described hereinabove and as shown on the Map are not intended to create uniformity of set back. They are meant to create a sense of spaciousness and to avoid monotony. For such

purposes it is the Declarant's intent that setback lines may be staggered where appropriate. The Declarant reserves the right to select the precise site location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as the Declarant deems sufficient, provided, however, the Declarant shall make such determination so as to insure that the development of the lots subject to this Declaration is consistent with the provisions set forth herein.

Section 8. Vehicles, Outbuildings and Other Structures. No trailer, boat or boat trailer, camper or other vehicle, and no structure of a temporary or permanent nature shall be stored, erected or allowed to remain upon any lot other than completely enclosed within an attached garage and no trailer, camper, shack, tent, garage, barn, or other structure of a temporary or permanent 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. The Board of Directors may designate certain portions of the parking areas for other types of vehicles such as boats, motor homes, campers, or utility trailers. No overnight parking of any commercial vehicle or vehicles bearing exposed signage shall be allowed if such vehicle is visible to any other lot or Common Area. No parking of any vehicles or trailers of any type on the streets of the development at any time. Nothing herein shall impair the reasonable use of parking areas by contractors during construction.

Section 9. Nuisances and Unightly Materials. No noxious, offensive, or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No person may keep any animal upon any part of the lot except that any Owner then occupying a residence upon a lot may keep customary household pets upon such lot provided that such pet are not kept, bred or maintained for any commercial purposes or in such a manner as to become a nuisance to the other Owners or residents of the subdivision.

Section 10. Maintenance of Lots. 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. No clothes-line may be erected or maintained on any lot. No lot shall be used in whole 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, 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 or other debris for collection by governmental or other similar garbage and trash

removal units. Prior to commencement of construction on any lot, the Owner shall provide a gravel driveway of crushed stone base from the paved street the site of the actual house construction area. No construction materials of any kind may be stored within forty-five (45) feet of the street curb. In the event that any Owner fails or refuses to comply with any of the foregoing, the Declarant or the Association may demand that the Owner promptly comply with the same by mailing a notice thereof to the Owner at his 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 or the Association may enter and correct the same at Owner's expense, which expense shall be added to and become part of the assessment to which such lot is subject. Each Owner, by acquiring a lot(s) subject to these restrictions, agrees to pay such cost promptly upon demand by Declarant or the Association. In order to enable the Declarant or the Association to accomplish the foregoing, there is hereby reserved to Declarant or the Association the right of unobstructed access over and upon each lot at all times to perform such maintenance, repair, or replacement as herein provided, and no such entry as provided herein shall be deemed a trespass.

Section 11. Signboards. No signboard, billboard or advertising sign of any description shall be displayed upon or above any lot with the exception of:

- (a) Professionally lettered "For Rent" or "For Sale" signs which shall not exceed two feet by three feet 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 Architectural Review Board upon request and shall be subject to approval by the Architectural Review Board; and
- (c) Professionally lettered signs stating "Built By" and including the name of the builder or contractor constructing the principal residence thereon, said sign not to exceed 2' by 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).

Section 12. Antennas. No satellite dishes or similar structure nor any radio or television aerial or antenna or any other external electronic equipment or devices may be installed or maintained on any exterior or any structure erected on a lot or elsewhere upon any lot or within the Property without the prior written approval of Declarant, which approval Declarant may withhold in its sole and absolute discretion.

Section 13. Propane Gas Tanks. No propane gas tank, other than small propane tanks used for outdoor gas grills, shall be installed, used or maintained on any lot except below ground level.

Section 14. Sales and Construction Facilities of Declarant. Notwithstanding any provision herein, Declarant, its agents, employees and contractors shall be permitted to maintain during the period of construction and sale of the lots in the Property upon such portion of the Property as Declarant may choose, such facilities as may be reasonably required in the construction, sale, or rental of lots, including but not limited to, a business office, storage area, construction yards, signs, model homes, sales office, construction office, parking area and lighting and temporary parking facilities for all prospective tenants or purchasers of Declarant.

Section 15. Existing Trees. Existing trees are recognized as a valuable asset to the overall quality of the Property and therefore shall be preserved whenever reasonably possible. The removal of any trees are subject to ARTICLE VI, Section 2 above.

Section 16. Solar Panels. No solar panels may be placed or maintained on any plans of the roof facing the street on which a house fronts.

Section 17. Fences. All fences must be split rail and 42 inches in height. Any other type of fence must be approved by Declarant or the Architectural Review Board.

Section 18. Landscaping. All lots shall be required to have two 2" caliber trees in the front yard and a minimum of fifteen three-gallon shrubs in the front yard.

ARTICLE VIII

SECURITY

The Board of Directors may, pursuant to its powers stated in the Association By-Laws, establish and maintain a security system for the Property and Common Area which may include but is not limited to the construction or installation of electronic security systems and devices and of a manned guard gate or security gate, the hiring of security personnel or engaging a security service, and other such expenditures necessary to preserve the security and safety of the Property and the Common Area.

ARTICLE IX

DRIVEWAYS AND COMMON DRIVEWAY EASEMENTS

The location and materials for the construction of any driveway on any lot shall be subject to the architectural control

provisions of ARTICLE VII of the Declaration, provided that driveways must be hardsurfaced with an approved material and must be located where shown if shown on a recorded subdivision map of the Property. Common driveways serving more than one lot may be allowed with the approval of Declarant but shall be subject to the terms and conditions of a private driveway easement agreement to be entered into by the Owners of the lots served by the common driveway establishing the location and responsibilities for the construction, maintenance and repair thereof as between said Owners, and the Association shall have no responsibility for the repair and maintenance thereof.

ARTICLE X INSURANCE

The Association shall obtain and maintain in effect policies of general liability insurance and fire, casualty and extended coverage insurance for the benefit of the Association, the Board of Directors and the Members, as to the Common Area and facilities and the activities of the Association, providing coverages in amounts and against losses, liabilities and damages determined by the Board of Directors to be reasonable and comparable to those maintained as to similar projects in the same geographical area as the Property. Premiums for all such insurance shall be budgeted and paid for as a portion of the annual assessment.

Each Owner shall be responsible to maintain liability and casualty insurance as to each lot and the improvements thereof, other than the Common Area facilities, at each Owner's separate expense.

ARTICLE XI GENERAL PROVISIONS

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

Section 2. Severability. Invalidity of any one of the covenants, conditions or restrictions of this Declaration 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 (20) 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 herein provided. The reserved easements shall run permanently with each Lot.

Section 4. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven per cent (67%) of the Lot Owners provided, that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any such Amendment must be recorded in the Union County North Carolina, Public Registry and shall not be effective until so recorded.

Section 5. Enforcement of Expenses as a Lien Upon Property. To the extent allowed by law, the Association shall have the right to record a lien in the appropriate public records in the county in which the Property is located against any lot for any assessment (including any fees, charges, late charges, fines and interest) that is unpaid for a period of at least thirty (30) days. If an assessment is payable in installments, the full amount of the assessment shall become immediately due and payable when any installment thereof remains unpaid for a period of at least thirty (30) days. Any such lien shall have priority to any other liens and encumbrances on the lot except the lien of any First Mortgage recorded prior to the recording of the lien in favor of the Association and the lien of any real estate taxes or other governmental assessments or charges against the lot. Any such lien shall be deemed to be extinguished unless proceedings to enforce such lien are instituted within three (3) years after the recording thereof. Nothing set forth herein shall prohibit the Association from taking any other action against the lot or the Owner thereof to collect any unpaid assessment or enforce the rights of the Association under this Declaration. Such lien may be foreclosed as a mortgage on real estate under a power of sale under Article 2A under Chapter 45 of the General Statutes of North Carolina, to the extent permitted by law.

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. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of all votes to which all Members are entitled.

Section 9. Waiver of Unintentional Violations. Declarant reserves the right, but shall not be obligated, to waive in writing any violation of the designated and approved building location lines or other side lot line, provided that such

violation does not exceed ten percent (10%) of the applicable requirements and the violation thereof was unintentional.

Section 10. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions, Easements and Restrictions.

ARTICLE XII

COMMON AREA PROPERTY RIGHTS

Section 1. Private Areas. Every Common Area within the development is a Private Area, and neither the execution nor recording of any plat or any other act of the Declarant or Declarant's successors or assigns entitled to all or any portion of the Property is or intended to be, or shall be construed, as a dedication to the public of any Common Area, except those that may hereafter be dedicated by a specific written and recorded deed or agreement of dedication.

Section 2. Reservation of Easements. So long as Declarant owns fee simple title to such, the Declarant reserves for itself the right to dedicate or transfer any street or any other part of the Common Area to any public agencies, authority or utility if it so desires. The Declarant also reserves for itself and, subsequent to the conveyance of portions of the Common Area to the Association, for the Association, the right to grant and reserve easements and rights-of-way through, under, over and across the Property set forth herein for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, cablevision and other utilities. All utilities placed in the subdivision covered by these Restrictive Covenants shall be placed underground in accordance with all city, county, state and federal regulations.

Section 3. Ownership of Common Area. The Ownership of all Common Areas within the Property described herein shall be in the Declarant, until such time as the Declarant may convey such Area or Areas to the Association or some other party. Notwithstanding the recordation of any map or any other action by Declarant for the Association, all Common Areas (including the Common Area streets and roads) shall remain private property.

Section 4. Owners Easement of Enjoyment. Every Lot Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the titles to every lot subject to the provisions of this Declaration and the chartered By-Laws of the Association as to the following provisions:

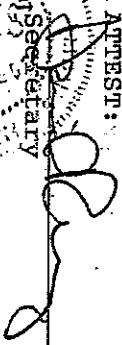
(a) The right of the Association to limit use of the Common Area to Owners, their families and guests.

(b) The right of the Association to grant an easement and, dedicate or transfer all or any part of the roads or Common Areas to any public agency, authority or utility for such purposes, subject to such conditions as may be agreed to by the members.

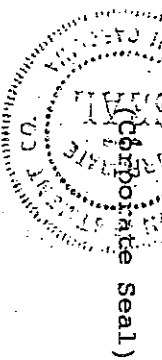
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, all as of the day and year first above written.

ATTEST:

MONICA INVESTMENT CO.


Secretary

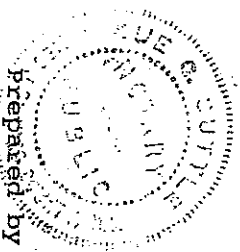
By 
Vice President



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public of the County and State aforesaid, certify that David Kamsicker personally came before me this day and acknowledged that he is Vest Secretary of MONICA INVESTMENT CO., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

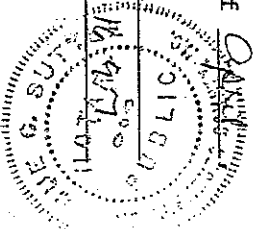
WITNESS my hand and official seal this 9 day of January 1993.



Prepared by and mail to:

Miles S. Levine
GOODMAN, CARR, NIXON, LAUGHRON & LEVINE
602 Cameron Brown Building
Charlotte, NC 28204
(704) 372-2770

[Signature]
Notary Public
My commission expires: 1/16/97



NORTH CAROLINA - Union County
The foregoing certificate(s) of

[Signature]

Notary Public of

[Signature]

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 622 Page 274
this 21 day of January 1993 at 2:45 o'clock P.M.
JUDY G. PRICE, REGISTER OF DEEDS
By: [Signature] Asses/Deputy

EXHIBIT A

TRACT I:

BEGINNING at a new iron pipe located in the westerly margin of North Carolina Highway No. 200; said new iron pipe being further located S. 84-14-18 W. 57.66 feet from the center line of the intersection of North Carolina Highway No. 200 and Carmel Drive; thence N. 37-06-58 W. 200.00 feet to a new iron pipe; thence S. 60-28-43 W. 151.33 feet to a new iron pipe; thence N. 25-15-35 W. 60.17 feet to a new iron pipe; thence N. 16-19-01 W. 1,026.46 feet to a new iron pipe; thence N. 06-22-25 W. 759.97 feet to a new iron pipe located in the southerly boundary of the property of S. Oshita (now or formerly) as described in deed recorded in Deed Book 341, Page 429 in the office of the Register of Deeds for Union County, North Carolina; thence along the southerly margin of the property of S. Oshita (now or formerly) N. 80-33-11 E. 860.12 feet to an existing iron pipe located in the westerly boundary of the property of J. C. Long, Jr. (now or formerly) as described in deed recorded in Deed Book 334, Page 624 in the office of the Register of Deeds for Union County, North Carolina; thence along the westerly boundary of the property of J. C. Long, Jr. (now or formerly) the following five calls and distances: (1) S. 14-11-22 W. 705.71 feet to an existing iron pipe; (2) S. 18-19-30 W. 370.32 feet to an existing iron pipe; (3) S. 81-50-11 E. 358.05 feet to an existing iron pipe; (4) S. 24-27-11 E. 300.99 feet to an existing iron pipe; and (5) S. 06-50-22 W. 406.46 feet to an existing iron pipe located in the northerly margin of North Carolina Highway No. 200; thence along the northerly margin of North Carolina Highway No. 200 S. 52-43-33 W. 424.48 feet to a new iron pipe, THE POINT AND PLACE OF BEGINNING, and containing 29.04307 acres, more or less, and being described as Tract No. 3 on survey prepared by G. Scott Wilson, NCRLS, dated November 22, 1986.

EXHIBIT A

TRACT II:

BEGINNING at a new iron pipe located in the easterly boundary of the property of Ruth Parker (now or formerly) as described in deed recorded in Deed Book 59, Page 710 in the Office of the Register of Deeds for Union County, North Carolina; said new iron pipe being further located the following five calls and distances from the center line of the intersection of North Carolina Highway No. 200 and Carmel Drive: (1) S. 04-14-10 W. 57.66 feet to a new iron pipe; (2) N. 37-06-50 W. 200.00 feet to a new iron pipe; (3) S. 60-20-43 W. 151.33 feet to a new iron pipe; (4) S. 69-00-08 W. 121.05 feet to a new iron pipe; and (5) S. 63-26-23 W. 206.58 feet to a new iron pipe, the POINT AND PLACE OF BEGINNING FOR THIS CONVEYANCE; thence continuing along the easterly boundary of the property of Ruth Parker (now or formerly) as described in the aforesaid deed N. 65-48-19 W. 3,420.19 feet to a new iron pipe located in the southerly boundary of the property of V. V. Secrest, Jr. (now or formerly) as described in deed recorded in Deed Book 237, Page 707 in the office of the Register of Deeds for Union County, North Carolina; and running thence along the southerly boundary of the V. V. Secrest, Jr. (now or formerly) property N. 79-57-03 E. 2,077.53 feet to an existing iron pipe located on the dividing line between the V. V. Secrest, Jr. (now or formerly) property as described in the aforesaid deed and the property of S. Oshita (now or formerly) as described in deed recorded in Deed Book 341, Page 429 in the office of the Register of Deeds for Union County, North Carolina; thence along the southerly boundary of the property of S. Oshita (now or formerly) N. 80-33-11 E. 160.00 feet to a new iron pipe; thence S. 07-03-56 W. 1,253.30 feet to a new iron pipe; thence S. 65-40-19 E. 1,180.00 feet to a new iron pipe; thence S. 01-10-58 E. 66.41 feet to a new iron pipe, THE POINT AND PLACE OF BEGINNING, and containing 33.98425 acres, more or less, and being described as Tract No. 1 on survey prepared by G. Scott Wilson, NCRLS, dated November 22, 1986.

EXHIBIT A

TRACT III:

BEGINNING at a new iron pipe, said new iron pipe being located the following three calls and distances from the center line of the intersection of North Carolina Highway No. 200 and Carmel Drive: (1) S. 84-14-18 W. 57.66 feet to a new iron pipe; (2) N. 37-06-58 W. 200.00 feet to a new iron pipe; and (3) S. 60-28-43 W. 151.33 feet to a new iron pipe, THE POINT AND PLACE OF BEGINNING FOR THIS CONVEYANCE; and running thence S. 69-00-08 W. 121.85 feet to a new iron pipe; thence S. 63-26-23 W. 206.58 feet to a new iron pipe located in the easterly boundary of the property of Ruth Parker (now or formerly) as described in deed recorded in Deed Book 59, Page 710 in the office of the Register of Deeds for Union County North Carolina; thence N. 01-10-58 W. 66.41 feet to a new iron pipe; thence N. 65-48-19 W. 1,180.00 feet to a new iron pipe; thence N. 07-03-56 E. 1,253.30 feet to a new iron pipe located in the southerly boundary of the property of S. Oshita (now or formerly) as described in deed recorded in Deed Book 341, Page 429 in the office of the Register of Deeds for Union County, North Carolina; thence along the southerly boundary of the S. Oshita property (now or formerly) N. 80-33-11 E. 835.00 feet to a new iron pipe; thence S. 06-22-25 E. 759.97 feet to a new iron pipe; thence S. 16-19-01 E. 1,026.46 feet to a new iron pipe; thence S. 25-15-35 E. 60.17 feet to a new iron pipe, THE POINT AND PLACE OF BEGINNING, and containing 38.87720 acres, more or less, and described as Tract No. 2 on survey prepared by G. Scott Wilson, NCRLS, dated November 22, 1986.

SAVE AND EXCEPTING FROM TRACTS I AND III as described herein (which property is specifically excluded from these Declarations of Covenants, Conditions, Easements and Restrictions for Brooks Farm), the following property:

BEGINNING at a point located in the northerly margin of Lancaster Avenue (N.C. #200, a 60-foot right of way), said point being further located along the westerly margin of Brooks Farm lane and being further located in the southeasterly corner of the property of Thelma Moore (now or formerly), as recorded in Deed Book 257, page 167, of the Union County Public Registry, thence from said point N. 37-06-37 W. 200 feet to an existing iron pipe, the point and place of BEGINNING for this conveyance; thence from said BEGINNING point and with the northern line of the property of Thelma Moore (now or formerly), as recorded in Deed Book 257, page 167, of the Union County Public Registry, S. 60-28-59 W. 151.37 feet to an existing iron pipe located on the dividing line between the property of Thelma Moore, as aforesaid, and the property of J.C. Griffin and wife (now or formerly), as recorded in Deed Book 454, page 659, of the Union County Public Registry, and continuing along the northern boundary line of the property of J.C. Griffin and wife, as aforesaid, S. 68-58-58 W. 86.75 feet to a point, said point being further located along the easterly

boundary line of a Duke Power Company 68-foot right of way; thence in a northerly direction along the easterly margin of the Duke Power Company 68-foot right of way, N. 18-31-34 E. 330.96 feet to a point, said point being further located along the westerly margin of the proposed Brooks Farm Lane right of way; thence continuing along the westerly margin of the proposed Brooks Farm Lane right of way, S. 25-30-47 E. 89.39 feet to a point; thence continuing along the westerly margin of the proposed Brooks Farm Lane right of way with the arc of a curve to the left having a central angle of 08-23-40, a radius of 990 and an arc distance of 145.05 feet (cord bearing S. 29-42-37 E. a cord distance of 144.92 feet) to a point; thence S. 60-28-59 W. 3.20 feet to an existing iron pipe, the POINT AND PLACE OF BEGINNING for this conveyance and containing 0.6527 acres, all as shown on a survey of James H. Bagwell, NCRLS, dated March 20, 1993.