

BK: 09541 PG: 0585/0604 #:0498 46.00
JUDITH A GIBSON REC OF DEEDS MECK NC
FILED FOR REGISTRATION 03/06/98 15:56
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COBBLESTONE

THIS DECLARATION, made on the date hereinafter set forth by ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation, herein referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Section I of Article II of this Declaration, which real property is a portion of a residential development known as Cobblestone; and

WHEREAS, Declarant desires to insure the attractiveness of the entrance into Cobblestone located within the Common Area at the intersection of Willow Rock Drive and Providence Road West to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of Cobblestone and to provide for the maintenance of Common Area located throughout Cobblestone, including the Common Area containing the pond and walking path and the maintenance of the median located within the right-of-way of Willow Rock Drive at the intersection of Providence Road West and the maintenance of the 30-Foot Landscape Easement and the area within the right-of-way of Providence Road West between the curb or edge of pavement and the rear or side lot lines of Lots adjacent to the right-of-way of Providence Road West, and in order to accomplish these objectives, deems it advisable to subject the real property described in Section I of Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Declarant deems it desirable in order to insure the efficient preservation, protection and enhancement of the values in Cobblestone and the residents' enjoyment of the specific rights, privileges and easements in the community properties that an organization be created to which will be delegated and assigned the

DRAWN BY AND PLEASE MAIL TO:
PENNY, PATRICK, FARMER & MICHAUX, P.A.
3801 REDBOROUGH ROAD, SUITE 100
CHARLOTTE, NC 28211 (BOX #23) 16W

powers of maintaining Common Areas and entrances, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Declarant has caused to be created for the purposes aforesaid, a North Carolina non-profit corporation under the name and style of Cobblestone Homeowners Association of Charlotte, Inc.

NOW, THEREFORE, Declarant and Builder declare that the real property described in Section I of Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property (except as provided in Article V, Section 10 hereafter) and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Cobblestone Homeowners Association of Charlotte, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "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 Properties, 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 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section I hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties, with the exception of any common area, common open space, streets, walkways or easements shown on any recorded map. 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 purposes of this Declaration.

Section 5. "Declarant" shall mean and refer to Robert C. Rhein Interests, Inc. and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to Robert C. Rhein Interests, Inc. shall be a Declarant during such period of time as said party is vested with title to two or more such lots so long as said lots are undeveloped, developed but unconveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as "Common Open Space" or "Common Area." The Common Area to be owned by the Association at the time of conveyance of the first lot is none.

Section 8. "30-Foot Landscape Easement" shall mean and refer to the 30-Foot Landscape Easement set forth in Article XII hereof.

Section 9. "10-Foot Lake Maintenance Easement" shall mean and refer to the 10-Foot Lake Maintenance Easement set forth in Article XII 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 Mecklenburg County, North Carolina and is shown on maps recorded in Map Book 29 at Pages 1 and 2 in the Office of the Register of Deeds for Mecklenburg County.

This property shall be herein referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional property may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following ways:

- (a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the Properties by Robert C. Rhein Interests, Inc. or its

designated assigns and brought within the scheme of this Declaration and within the jurisdiction of the Association, in future stages of development, without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within six (6) years after the date of this instrument.

(b) Additional residential property (and common area), outside of the area described in the aforementioned SCHEDULE A may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the Association with the consent of the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A lots and at least two-thirds (2/3) of the votes appurtenant to all Class B lots, if any, as hereinafter defined in Article III, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homes association, the properties, rights and obligations of the non-profit corporation with which it merges or consolidates. Any such merger or consolidation shall have the assent of the members as provided above in this subsection (b), and no such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

(c) The additions authorized under Subsection (a) and (b) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessment for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

ARTICLE III

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 appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the lots. There shall be two classes of lots with respect to voting rights:

(a) Class A Lots. Class A lots shall be all lots except Class B lots as the same are hereinafter defined. Each Class A lot shall entitle the Owner(s) of said lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the vote appurtenant to said lot shall be exercised as they, among themselves, determine.

(b) Class B Lots. Class B lots shall be all lots owned by Declarant which have not been converted to Class A lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B lot owned by Declarant.

The Class B lots shall cease to exist and shall be converted to Class A lots: (1) When the total number of votes appurtenant to the Class A lots equals the total number of votes appurtenant to the Class B lots; provided, that the Class B lots shall be reinstated with all rights, privileges and responsibilities of such Class, if, after conversion of the Class B Lots to Class A lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II above, thus making the Declarant the owner, by virtue of the newly created Lots and of other Lots owned by Declarant, of a sufficient number of Class B Lots to cast a majority of votes (it being hereby stipulated that the conversion and reconversion shall occur automatically as often as the foregoing facts shall occur); or (2) On December 31, 2005, whichever event shall first occur.

When the Class B lots cease to exist and are converted to Class A lots, Declarant shall have the same voting rights as other owners of Class A lots.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future stages or sections of the development which right and easement 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 facility situated upon the Common Area and to limit the use of said facilities to Owners who occupy a residence on the Properties, and to their families, tenants, and guests as provided in Section 2 of this Article IV;

(b) The right of the Association to suspend the voting rights and rights of an Owner to the use of the facilities, including the pond and walking trail for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, including such rules and regulations concerning the pond and walking path established under Section 3 hereof;

(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 the members entitled to at least three-fourths (3/4) of the votes appurtenant to all Class A lots and at least three-fourths (3/4) of the votes appurtenant to all Class B lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewerage, utilities, including CATV, and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Properties; and

(d) The right of the Association, with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of lot (Class A and B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Mecklenburg County, North Carolina.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Mecklenburg County, North Carolina.

(c) Guests. Facilities located on common areas situated upon the Premises may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Common Area as may be established by the Board of Directors.

Section 3. Pond and Walking Path Restrictions. The Board of Directors of the Association shall have the right to promulgate rules, regulations and restrictions governing the use of the pond and the walking path, including but not limited to, restricting and/or eliminating the use of any type of boat or watercraft in the pond and restricting and/or limiting to certain areas, fishing from the banks of the pond. In no event shall swimming or wading be allowed in the pond and no docks, piers, floats or any type of other improvement shall be established or placed into the pond or into the Common Area. No improvement of any type may be located within the 10-foot Lake Maintenance Easement without the prior written approval of the Board or Architectural Control Committee.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot in Use 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. Any such assessment or charge, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning such property at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owners' successors in title unless expressly assumed by them. Although unpaid assessment charges are not the personal obligation upon such Owner's successors in title unless expressly assumed by the successors in title, the unpaid assessment charges continue to be a lien upon the property against which the assessment has been made.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties, the enforcement of these Covenants and the rules of the Association, and in particular for the improvement, and maintenance of the Properties and providing the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and any other areas maintained by the

Association, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Without limiting the generality of the above-described purposes, the assessments levied by the Association may be used for the acquisition, construction, improvement (including landscaping and planting) and maintenance of the common facilities located or to be located in the Common Area, including the pond and walking path, the dam, spillway, pipes, conduits and other pond-related structures or improvements, the landscaping and irrigation and lighting system, if any located in the Common Area or within the 30-Foot Landscape Easement, and the maintenance of landscaping and irrigation system, if any, in the median located in the right-of-way of Willow Rock Drive near its intersection with Providence Road West and the installation and costs of street lighting throughout Cobblestone.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall not be in excess of \$350.00 per Class A Lot and \$116.66 per Class B Lot, except as otherwise provided herein.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year, without a vote of the membership, but subject to the limitation that the percentage of any such increase shall not exceed the following without a vote of the membership: (1) 10% of the maximum assessment for the previous year or (2) if the increase in the CPI index is greater than 10% for the preceding year, the percentage increase shall be the increase in the CPI index.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased without limitation if such increase is approved by no less than two-thirds (2/3) of the votes appurtenant to each class of lots (Class A and Class B), cast in person or by proxy, at a meeting duly called for this purpose.

(c) Any annual assessment established by the Board of Directors shall continue thereafter from year to year as the annual assessment until changed by said Board.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment

year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, replacement of and additions or improvements to capital improvement(s) upon any Common Area or Sign Easement. Any such Special Assessment shall be in the same ratio between Class A and Class B lots as set forth in the first paragraph of Section 3 hereinabove.

Section 5. Assessment Rate. Except for the difference between assessments for Class A and Class B Lots, both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 6. Notice of Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all Members no less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes appurtenant to Class A lots and Class B lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice or requirement, and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Date: Certificate of Payment. The annual assessment provided for herein shall commence as to all recorded Lots on January 1, 1998, and for new Lots created after January 1, 1998, on the first day of the month following the recording of a new map of the Properties. The amount of the assessment shall change when the status of the Lot (Class A or Class B) changes. The first annual assessment shall be subject to the limit of the "maximum annual assessment" set forth in Section 3 of this Article and shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each lot and at least fifteen (15) days before January 1 of each year shall send written notice of each assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments 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.

Notwithstanding Sections 1 and 7 hereof, the Declarant may, at its election, postpone, in whole or in part, the date on which the assessment shall commence provided that the Declarant maintains the Common Areas for which no assessment is being collected during the period of such postponement.

Section 8. Effect of 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 a minimum rate of eight (8%) percent per annum or at the rate established by the Board of Directors at the beginning of the fiscal year of the Association, whichever is less. The association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a lot. Sale or transfer of any lot shall not affect any assessment lien. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became 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 or deed of trust.

Section 10. 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

WETLANDS

A portion of the Properties has been determined to meet the requirements for designation as a regulatory wetland with such portions being shown on the recorded subdivision maps of the Properties. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of the restriction is to prevent additional wetland fill, so the property owner should not assume that a future application for fill will be approved. The property owner shall report the name of the subdivision in any application pertaining to said wetland rules. This covenant is intended to insure continued compliance with wetland rules adopted by the State of North Carolina. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them.

ARTICLE VII

EASEMENTS

Easements for installation and maintenance of driveway, walkway, parking area, water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Further, easements ten feet in width for such purposes are reserved over, under and through and along the rear lot lines of all lots shown on recorded plats, and easements five feet in width for such purposes are reserved over, under and through and along all side lot lines of all lots shown on recorded plats, as well as temporary easements five feet in width along the front lot lines for construction, maintenance and repair purposes. In the event it is determined that other and further easements are required over any lot or lots in locations not shown on the recorded plat and not along rear or side lot lines, such easements may be established by the Declarant, except that if any such easements are reserved or established after the conveyance of a lot or lots to be affected thereby, the written assent of the Owner or Owners of such lot or lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required. Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, delivery and maintenance of public utilities, or which may obstruct or change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Land Use and Building Type. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling, not to exceed two and one-half (2 ½) stories in height, and a private attached garage for not less than two (2) cars and not more than three (3) cars and other outbuildings incidental to residential use of the plot. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the subdivision.

Section 2. Building Setbacks. No building shall be erected on any residential lot nearer to any street line than the building setback lines shown on the recorded map, and with respect to a corner lot no residence or other building shall be located nearer

to the side street line than the building setback lines shown on the recorded map. With respect to corner lots the front lot line shall be deemed the street line having the shorter frontage, and any residence erected on such corner lot shall face the front lot line. No building, garage, carport, or other accessory building and structure incidental to the residential use of the lots shall be located nearer to a side lot line than permitted by Charlotte/Mecklenburg zoning ordinances as such ordinances change from time to time. For purposes of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, eaves, wing-walls, and steps extended beyond the outside wall of a structure shall not be considered as part of the structure; provided, however, that this provision shall not be construed to authorize or permit encroachment of any structure upon any easement shown on the recorded plat or reserved herein or upon any other Lot.

Section 3. Fences. No fence or wall shall be erected on any building plot closer to any street right-of-way than the building setback lines shown upon the recorded map and no fence may be higher than six (6) feet tall. Chain link fencing is not permitted. Metal fencing, fiberglass fencing or other non-wood-type fencing is not permitted unless approved by the Architectural Control Committee established in Article X of this Declaration, except that 2" x 4" wire mesh (or other mesh, including 2" x 2" wire mesh, approved by the Architectural Control Committee) may be used with split rail fencing to contain children and animals within the yard. Perimeter fencing shall not have more than 70% of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens, said privacy fencing may be located at a distance no greater than ten (10) feet from the edge or circumference of the patio, deck or pool area being screened. The fencing restrictions in this paragraph and paragraph 2 hereof shall not be applicable to model homes owned by builders.

Section 4. Lot Area. No residential structure shall be erected or placed on any building plot, which plot has an area of less than the square footage or a width of less than the width at the front building setback line permitted by Charlotte-Mecklenburg Zoning Ordinances.

Section 5. Temporary Structures and Parking. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. No boat, trailer, recreational vehicle, camper, camper truck or commercial vehicle shall be parked, stored or left (a) on any part of the Common Area, (b) in any driveway or (c) on any other part of a lot unless the same are fully enclosed within the garage located on the lot. This restriction shall not apply to sales trailers, construction trailers, or other vehicles, which may be

used by Declarant and its agents and contractors in the conduct of their business. No boat, truck trailer, camper, recreational vehicle or tent shall be used a living or dwelling area within the Properties. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway within the Properties, except in the case of emergency.

Section 6. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs and cats shall not exceed three in number except for newborn offspring of such household pets which are under (9) months in age. No dog run or pen may be constructed or maintained on any Lot unless such dog run or pen has been approved in writing by the Architectural Control Committee. Notwithstanding the foregoing, Pitbulls are expressly prohibited, and the Association shall have the right to prohibit, or require the removal, of any dog or animal, which after consideration of factors such as size, breed and disposition of the animal, interference by the animal with the peaceful enjoyment by other Owners of their Lots and the security measures taken by the Owner with respect to such animal, the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard.

Section 7. Dwelling Size. The minimal heated square footage of a dwelling may not be less than 1,600 square feet of heated area with an attached two-car garage. Robert C. Rhein Interests, Inc. shall have the right to vary the minimum house size by up to ten (10%) percent.

Section 8. Metal Garages, Carports, Buildings, Accessory Structures and Above Ground Pools. No metal carport, metal garage, metal building or metal accessory structure of any kind shall be erected on any lot or attached to any residence building located on the lot. No above ground pools may be constructed, placed or permitted to remain on any lot.

Section 9. Easements. Easements for installation, maintenance and repair of utilities and cable television (CATV) and drainage facilities are reserved as shown on the recorded map and over the rear ten (10) feet and each side five (5) feet of every lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those

improvements for which a public authority or utility company is responsible. The party hereto reserves the right to create and impose additional easements or rights of way over unsold lot or lots for street, drainage, and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

Section 10. Signs. Unless approved by the Architectural Control Committee, no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet square advertising the property for sale or rent or signs used by a builder approved by Robert C. Rhein Interests, Inc., or its designated assigns, to advertise the property during the construction and sales period.

Section 11. Unintentional Violations In the event of the unintentional violation of any of the building line restrictions set forth herein, Robert C. Rhein Interests, Inc., or its designated assigns, reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restriction set forth in the instrument provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the City of Charlotte or County of Mecklenburg.

Section 12. Satellite Dishes or Discs. No radio or television transmission or reception towers, antennas, or discs shall be erected on a lot unless approved by the Board or Architectural Control Committee pursuant to Article X hereof.

Section 13. Maintenance of Lot. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever 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 and other debris for collections by governmental or other similar garbage and trash removal units.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any and all persons who may serve or whom have served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or

proceeding in which they, or any of them, are made parties, or a party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or an officer of the Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding guilty of willful and intentional negligence or misconduct in the performance of his or her duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

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

ARTICLE X

ARCHITECTURAL CONTROL

No building, additions, pool, fence, statuary, wall, antenna, sign or other structure or improvement on any Lot shall be erected, constructed, demolished, or altered until an application, including plans and specifications showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to and approved in writing by the Board or an Architectural Control Committee which has been empowered by the Board to approve such applications and comprised of not less than three (3) Association Members and not more than five (5) Association Members who have been appointed by the Board; provided, however, that no such approval shall be required for alterations to the interior of any residential structure. If the Board or such architectural control committee, having not theretofore approved or disapproved an application, fails to approve or disapprove an application within ten (10) days following receipt of written notice of failure to act, which written notice is given at least thirty (30) days following receipt of the initial application, the application shall be deemed approved. The restrictions herein contained shall have no application to the development, improvement, maintenance and repair of the Property by Declarant or by the Association, and neither the Board nor the architectural control committee shall have any power or authority to review or require modifications in plans and specifications for construction or installation of improvements by Declarant.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant 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 or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of seventy-five (75%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five year period by an instrument signed by the Owners of not less than eighty (80%) percent of the lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the lots. Any amendment must be properly recorded. For the purpose of this section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an "amendment".

Section 4. FHAVA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA insured mortgage loans, then as long as any Class B lot exists, as provided in Article III hereof, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans: annexation of additional properties, other than as provided in Article II, Section 2 hereof, deeding of common area to persons other than the Homeowners Association and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE XII

30-FOOT LANDSCAPE EASEMENT AND 10-FOOT LAKE MAINTENANCE EASEMENT

Section 1. 30-Foot Landscape Easement. Robert C. Rhein Interests, Inc., for itself, its successors and assigns, reserves an easement over the following land:

Any portions of Lots designated "30-Foot Landscape Easement" (or different language with similar meaning) on any recorded map of the Properties.

for the construction, maintenance, repair and replacement of irrigation and lighting systems, berms, plantings and landscaping within the 30-Foot Landscape Easement. The Owners of said Lots shall maintain the area not maintained or landscaped pursuant to this easement. No fences, structures, driveways, plantings or other objects, temporary or permanent, shall be permitted in such easement without Robert C. Rhein Interests, Inc.'s or Association's prior written consent. Robert C. Rhein Interests, Inc. may assign this easement to the Association. The reservation of this easement imposes no obligation on Robert C. Rhein Interests, Inc., its successors and assigns, to continue to maintain the plantings and landscaping within the 30-Foot Landscape Easement.

Section 2. 10-Foot Lake Maintenance Easement. Robert C. Rhein Interests, Inc., for itself, its successors and assigns, reserves an easement over the following land:

Any portions of Lots bordering the pond located in the Common Area designated "10-Foot Lake Maintenance Easement", "10-Foot Public Drainage Easement" or different language with similar meaning on any recorded map of the Properties.

for the construction, maintenance, repair and replacement of the pond adjacent to such lots, including the banks of the pond, the pond bed, the pond itself, the dam and spillway and any grass or landscaping along the banks of the pond. The Owners of said Lots shall maintain the area not maintained pursuant to this easement. No fences, structures, plantings or other objects, temporary or permanent, shall be permitted in such easement without Robert C. Rhein Interests, Inc.'s or Association's prior written consent. Robert C. Rhein Interests, Inc. may assign this easement to the Association. The reservation of this easement imposes no obligation on Robert C. Rhein Interests, Inc., its successors and assigns, or the Association to continue to maintain the grass and landscaping within the 10-Foot Lake Maintenance Easement.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 6th day of March, 1998.



DECLARANT:

ROBERT C. RHEIN INTERESTS, INC.

By: [Signature]
ME President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 6th day of March, 1998, personally came before me, James M. Medall who being by me duly sworn, says that he is Vice President of ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation and that said writing was signed and sealed by him on behalf of said corporation by authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.


Notary Public

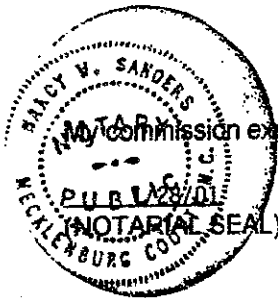


EXHIBIT A

Lying and being located in Providence Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a concrete control monument found marking the easternmost corner of Lot 18 of Wyndham, Map B subdivision as same is shown on map thereof recorded in Map Book 21 at page 633 in the Mecklenburg County Public Registry; and running thence with the easterly or northeasterly property lines of Lots 17 and 18 of Wyndham, Map B subdivision as shown on the aforesaid map, N. 61-34-55 W. 269.92 feet to an iron found marking the common rear corner of said Lots 16 and 17; thence with a portion of the northerly or northeasterly property line of Lot 16 of Wyndham, Map B subdivision as shown on the aforesaid map, N. 61-32-33 W. 59.94 feet to an iron found; thence N. 61-32-53 W. 67.00 feet to a point in the southerly margin of the right-of-way of the proposed Providence Road West realignment; thence with said margin of said right-of-way, four (4) calls and distances as follows: (1) S. 66-44-03 E. 92.79 feet to a point; (2) in an easterly direction with the arc of a circular curve to the left having a radius of 1050.00 feet, an arc distance of 913.89 feet (having a chord bearing and distances of N. 88-19-54 E. 885.32 feet) to a point; (3) N. 63-23-50 E. 347.64 feet to a point and (4) in an southeasterly direction with the arc of a circular curve to the right having a radius of 30.00 feet, an arc distance of 52.73 feet (having a chord bearing and distances of S. 66-14-57 E. 46.20 feet) to a point in the westerly margin of the right-of-way of Providence Road West; thence with the westerly margin of said right-of-way, four (4) calls and distances as follows: (1) S. 15-53-45 E. 260.01 feet to an iron found; (2) in a southerly direction with the arc of a circular curve to the right having a radius of 920.00 feet, an arc distance of 274.59 feet (having a chord bearing and distance of S. 07-20-55 E. 273.57 feet) to an iron set; (3) S. 88-47-41 E. 5.00 feet to an iron set and (4) S. 01-24-50 W. 32.88 feet to a point; thence leaving the westerly margin of the right-of-way of Providence Road West, S. 26-44-04 E. 61.17 feet to a point located in the centerline of the right-of-way of Providence Road West; thence with the centerline of said right-of-way, S. 01-24-50 W. 214.51 feet to a point; thence leaving the centerline of said right-of-way and passing an iron found on line located 0.44 feet west of the westerly margin of the right-of-way of Providence Road West and with the northerly property line of the property conveyed to M. B. Sharpe as described in deed recorded in Book 3655 at page 757 in the Mecklenburg County Public Registry, N. 89-20-07 W. 183.83 feet to an iron found; thence with the westerly property lines of the M. B. Sharpe property (now or formerly), two (2) calls and distances as follows: (1) S. 45-27-45 W. 246.87 feet to an iron found and (2) S. 48-41-00 E. 463.36 feet to a point located in the centerline of the right-of-way of Providence Road West, passing an iron found on line located 0.24 feet west of the westerly margin of said right-of-way; thence with the centerline of said right-of-way, three (3) calls and distances as follows: (1) S. 01-24-50 W. 293.00 feet to a point; (2) in a southwesterly direction with the arc of a circular curve to the right having a

radius of 381.77 feet, an arc distance of 470.01 feet (having a chord bearing and distance of S. 36-40-58 W. 440.88 feet) to a point and (3) S. 71-57-06 E. 235.76 feet to a point; thence leaving the centerline of said right-of-way and passing an iron found on line located 0.18 feet north of the northerly margin of the right-of-way of Providence Road West and with a portion of the easterly property line of the William H. Blake, Jr., property (now or formerly), N. 25-53-30 W. 535.30 feet to an iron set; thence S. 71-54-38 W. 575.33 feet to an iron set located in the easterly property line of the property conveyed to Gary H. Earnheart as described in deed recorded in Book 4534 at page 246 in the Mecklenburg County Public Registry; thence with said easterly property line, N. 19-25-35 W. 502.98 feet to an iron found; thence with a portion of said easterly property line and the easterly property line of the property conveyed to Mid-South Water Systems, Inc. as described in deed recorded in Book 5502 at page 137 in the Mecklenburg County Public Registry, N. 21-45-00 E. 199.04 feet to an iron found marking the common corner of the property of Mid-South Water Systems, Inc. (now or formerly) and Lots 22 and 23 of Wyndham, Map B, subdivision as shown on the aforesaid map; thence with a portion of the easterly property line of said Lot 22, N. 19-32-59 E. 237.79 feet to an iron found located in the easterly property line of said Lot 22; thence with a portion of the easterly property line of said Lot 22 and the easterly property lines of Lots 18, 19, 20 and 21 of Wyndham, Map B subdivision as shown on the aforesaid map, and passing an iron set on line at 107.73 feet, N. 20-31-58 E. 553.72 feet to the Beginning point and being the property shown on the site plan for Cobblestone by Yarbrough Williams and Associates, Inc. dated June 4, 1997, and as also shown on the Boundary Survey of the Bizzell property project, dated April 21, 1997, revised June 3, 1997, by Sam F. Williams, N.C.R.L.S., reference to which surveys is hereby made for a more particular description.

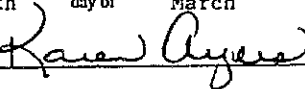
State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of

Nancy W. Sanders

Notary(ies) Public is/are certified to be correct. This 6th day of March, 1998.

JUDITH A. GIBSON, REGISTER OF DEEDS By:



Deputy Register of Deeds

RD102

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
COBBLESTONE

THIS SUPPLEMENTAL DECLARATION, made on this 3rd day of April,
1998, by **ROBERT C. RHEIN INTERESTS, INC.**, a North Carolina corporation,
hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant has heretofore imposed a Declaration of Covenants,
Conditions and Restrictions for COBBLESTONE upon a portion of the residential
development known as COBBLESTONE, which Declaration is recorded in Book 9541
at page 585 in the Mecklenburg Public Registry (hereinafter "Declaration");

WHEREAS, the aforesaid Declaration of Covenants, Conditions and Restrictions
provides therein in Article II, Section 2 (a) that "Additional land within the area
described in the . . . Schedule A . . . may be annexed to the Properties by Declarant
and brought within the scheme of this Declaration and within the jurisdiction of the
Association . . . without the consent of the Association or its members . . ."

WHEREAS, the Declarant desires to incorporate the COBBLESTONE, Map 3
property as same is shown on map thereof recorded in Map Book 29 at page 154 the
Mecklenburg Public Registry within the Properties subject to the Declaration;

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of
Covenants, Conditions and Restrictions for COBBLESTONE, Declarant does hereby
annex the COBBLESTONE, Map 3, property as shown on the aforesaid map to the

DRAWN BY AND PLEASE MAIL TO:
PERRY, PATRICK, FARMER & MICHAUX, P.A. J.P.L.
1801 ROXBOROUGH ROAD, SUITE 100
CHARLOTTE, NC 28211 (BOX #22)

JUDITH A GIBSON REC OF DEEDS MECK NC
FILED FOR REGISTRATION 04/23/98 09:44
BK: 09631 PG: 0608/0610 #:0071 12.00

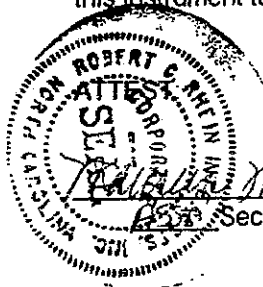
(3)

property which is subject to the Declaration, to the end that the COBBLESTONE, Map 3, property as aforesaid, shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on map recorded in Map Book 29 at page 154 in the Mecklenburg Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, ROBERT C. RHEIN INTERESTS, INC. has caused

this instrument to be executed as of the day and year first above written.

ROBERT C. RHEIN INTERESTS, INC.



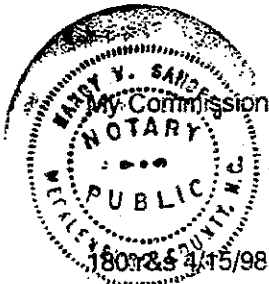
Secretary

By:

James T. Tucker
VICE President

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

This 23rd day of April, 1998, personally came before me, James T. Tucker, who being by me duly sworn, says that he is Vice President of ROBERT C. RHEIN INTERESTS, INC.; that the seal affixed to the foregoing instrument in writing is the corporate seal of Robert C. Rhein Interests, Inc., and that said writing was signed and sealed by him in behalf of said corporation by authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.



My Commission Expires:

1-28-01

Mandy V. Sanders
Notary Public

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Nancy W. Sanders

Notary(ies) Public is/are certified to be correct. This _____ day of APR 23 1998, 19 _____

JUDITH A. GIBSON, REGISTER OF DEEDS by Valerie J. White Deputy Register of Deeds

R1998

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
COBBLESTONE

THIS SUPPLEMENTAL DECLARATION, made on this 23rd day of April,
1998, by **ROBERT C. RHEIN INTERESTS, INC.**, a North Carolina corporation,
hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant has heretofore imposed a Declaration of Covenants,
Conditions and Restrictions for COBBLESTONE upon a portion of the residential
development known as COBBLESTONE, which Declaration is recorded in Book 9541
at page 585 in the Mecklenburg Public Registry (hereinafter "Declaration");

WHEREAS, the aforesaid Declaration of Covenants, Conditions and Restrictions
provides therein in Article II, Section 2 (a) that "Additional land within the area
described in the . . . Schedule A . . . may be annexed to the Properties by Declarant
and brought within the scheme of this Declaration and within the jurisdiction of the
Association . . . without the consent of the Association or its members . . ."

WHEREAS, the Declarant desires to incorporate the COBBLESTONE, Map 4
property as same is shown on map thereof recorded in Map Book 29 at page 155 the
Mecklenburg Public Registry within the Properties subject to the Declaration;

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of
Covenants, Conditions and Restrictions for COBBLESTONE, Declarant does hereby
annex the COBBLESTONE, Map 4, property as shown on the aforesaid map to the

DRAWN BY AND PLEASE MAIL TO:
PERRY, PATRICK, FARMER & MICHAUX, P.A.
1901 ROXBOROUGH ROAD, SUITE 100
CHARLOTTE, NC 28211 (BOX #231)

JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 04/23/98 09:44
BK: 09631 PG: 0611/0613 #:0072 12.00

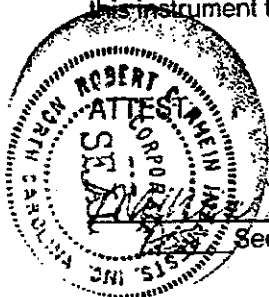
(3)

property which is subject to the Declaration, to the end that the COBBLESTONE, Map 4, property as aforesaid, shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on map recorded in Map Book 29 at page 155 in the Mecklenburg Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, ROBERT C. RHEIN INTERESTS, INC. has caused

this instrument to be executed as of the day and year first above written.

ROBERT C. RHEIN INTERESTS, INC.



Secretary

By:

James T. Tucker
Vice President

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

This 23rd day of April, 1998, personally came before me, James T. Tucker, who being by me duly sworn, says that he is Vice President of ROBERT C. RHEIN INTERESTS, INC.; that the seal affixed to the foregoing instrument in writing is the corporate seal of Robert C. Rhein Interests, Inc., and that said writing was signed and sealed by him in behalf of said corporation by authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.



180.r&s:4/15/98

James T. Tucker
Notary Public

My Commission Expires: 1-23-01

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of

Nancy W. Sanders

Notary(ies) Public is/are certified to be correct. This

day of

APR 23 1998

19

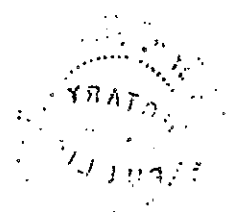
JUDITH A. GIBSON, REGISTER OF DEEDS

By

Salvina J. White

Deputy Register of Deeds

R1008



FERRY PARK

2200 1st

227 1st

CHARLOTTE, NC 28202

STATE OF NORTH CAROLINA

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
COBBLESTONE

COUNTY OF MECKLENBURG

THIS SUPPLEMENTAL DECLARATION, made on this 26th day of October, 1998,
by **ROBERT C. RHEIN INTERESTS, INC.**, a North Carolina corporation, hereinafter
referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant has heretofore imposed a Declaration of Covenants,
Conditions and Restrictions for COBBLESTONE upon a portion of the residential
development known as COBBLESTONE, which Declaration is recorded in Book 9541 at
page 585 in the Mecklenburg Public Registry (hereinafter "Declaration");

WHEREAS, the aforesaid Declaration of Covenants, Conditions and Restrictions
provides therein in Article II, Section 2 (a) that "Additional land within the area described
in the . . . Schedule A . . . may be annexed to the Properties by Declarant and brought
within the scheme of this Declaration and within the jurisdiction of the Association . . .
without the consent of the Association or its members . . ."

WHEREAS, the Declarant desires to incorporate the COBBLESTONE, Map 5
property as same is shown on map thereof recorded in Map Book 29 at page 584 the
Mecklenburg Public Registry within the Properties subject to the Declaration;

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of
Covenants, Conditions and Restrictions for COBBLESTONE, Declarant does hereby
annex the COBBLESTONE, Map 4, property as shown on the aforesaid map to the

BK: 09397 PG: 0500/0501 #:0555 10-00
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 10/27/98 16:14

Bm

property which is subject to the Declaration, to the end that the COBBLESTONE, Map 5, property as aforesaid, shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on map recorded in Map Book 29 at page 584 in the Mecklenburg Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, ROBERT C. RHEIN INTERESTS, INC. has caused this instrument to be executed as of the day and year first above written.

ROBERT C. RHEIN INTERESTS, INC.



Secretary

By:

James T. Tucker
VICE President

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

This 26 day of October, 1998, personally came before me, James T. Tucker, who being by me duly sworn, says that he is Vice President of ROBERT C. RHEIN INTERESTS, INC.; that the seal affixed to the foregoing instrument in writing is the corporate seal of Robert C. Rhein Interests, Inc., and that said writing was signed and sealed by him in behalf of said corporation by authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.



Patricia A. Cook
Notary Public

218.r&s 10/7/98 State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of

Patricia A. Cook

Notary(ies) Public is/are certified to be correct, DATE: OCT 27 1998

JUDITH A. GIBSON, REGISTER OF DEEDS By:

Erinacy McChelland

Deputy Register of Deeds
RD98-598

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
1999 NOV 10 03:13 PM
BOOK: 10893 PAGE: 419-421 FEE \$10.00
INSTRUMENT # 1999201776

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
COBBLESTONE
(Map 6)

THIS SUPPLEMENTAL DECLARATION, made on this 10th day of November, 1999, by
ROBERT C. RHEIN INTERESTS, INC., a North Carolina corporation, hereinafter referred to
as "Declarant";

WITNESSETH:

WHEREAS, Declarant has heretofore imposed a Declaration of Covenants, Conditions and
Restrictions for COBBLESTONE upon a portion of the residential development known as
COBBLESTONE, which Declaration is recorded in Book 9541 at page 585 in the Mecklenburg
Public Registry (hereinafter "Declaration");

WHEREAS, the aforesaid Declaration of Covenants, Conditions and Restrictions provides
therein in Article II, Section 2 (a) that "Additional land within the area described in the . . . Schedule
A . . . may be annexed to the Properties by Declarant and brought within the scheme of this
Declaration and within the jurisdiction of the Association . . . without the consent of the Association
or its members . . ."

WHEREAS, the Declarant desires to incorporate the COBBLESTONE, Map 6 property as
same is shown on map thereof recorded in Map Book 31 at page 861 the Mecklenburg Public
Registry within the Properties subject to the Declaration;

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of Covenants,
Conditions and Restrictions for COBBLESTONE, Declarant does hereby annex the
COBBLESTONE, Map 6, property as shown on the aforesaid map to the property which is subject
to the Declaration, to the end that the COBBLESTONE, Map 6, property as aforesaid, shall be within

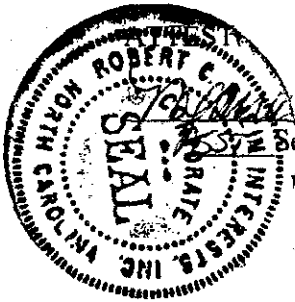
DRAWN BY: M. J. PETER MAR 10
PETER, PATRICK FLEET
100% RECORDING
CHARLOTTE NC 28202

MLJ

the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on map recorded in Map Book 31 at page 861 in the Mecklenburg Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, ROBERT C. RHEIN INTERESTS, INC. has caused this instrument to be executed as of the day and year first above written.

ROBERT C. RHEIN INTERESTS, INC.

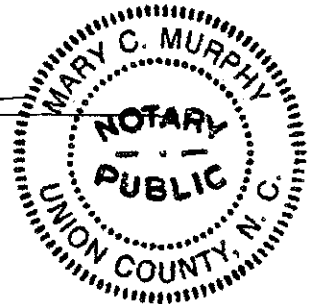


By: James T. Tucker
VICE President

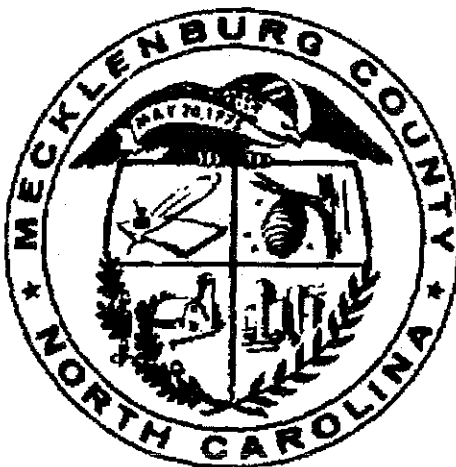
STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

This 10th day of November, 1999, personally came before me, James T. Tucker, who being by me duly sworn, says that he is Vice President of ROBERT C. RHEIN INTERESTS, INC.; that the seal affixed to the foregoing instrument in writing is the corporate seal of Robert C. Rhein Interests, Inc., and that said writing was signed and sealed by him in behalf of said corporation by authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation.

Mary C. Murphy
Notary Public



My Commission Expires: 2-2-2004



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

Filed For Registration: 11/10/1999 03:13 PM
Book: RE 10893 Page: 419-421
Document No.: 1999201776
DECL 3 PGS \$10.00

Recorder: MAXINE HAITH

State of North Carolina, County of Mecklenburg

The foregoing certificate of MARY C. MURPHY Notary is certified to be correct. This 10TH of November 1999

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

Maxine L. Haith



1999201776

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2008 MAR 07 03:08 PM
BK: 23479 PG: 735-762 FEE: \$92.00

INSTRUMENT # 2008040607



Drawn by/Mail to:
Heather S. Lewis (R/D Box #194)
Horack, Talley, Pharr & Lowndes
2600 One Wachovia Center
301 South College Street
Charlotte, NC 28202-6038

AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COBBLESTONE

THIS AMENDED AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE is made this 5th day of March, 2008, by the undersigned Owners, being at least eighty (80%) percent of the record owners of COBBLESTONE ("Lot Owners").

WITNESSETH:

WHEREAS, the undersigned are the Lot Owners of the subdivision known as COBBLESTONE, as same is described in the Declaration of Covenants, Conditions and Restrictions for COBBLESTONE recorded on March 6, 1998 in Book 9541 at Page 585 in the Mecklenburg County Register of Deeds, together with such additions and amendments thereof as have subsequently been recorded in said Registry ("Declaration");

WHEREAS, the Lot Owners desire to insure the general safety and welfare of the subdivision and to prevent any future impairment thereof and to preserve, protect and enhance the values and amenities of all properties within the subdivision; and

WHEREAS, Article XI, Section 1 of the Declaration provides that the Declaration may be amended during the first twenty-five year period by an instrument signed by the Owners of not less than eighty (80%) percent of the lots.

NOW THEREFORE, the Lot Owners, by this Amended and Supplemental Declaration of Covenants, Conditions and Restrictions, do hereby declare that all of the aforesaid property of COBBLESTONE, and such additions thereto as may hereafter be made, pursuant to the Declaration of Covenants, Conditions, and Restrictions recorded in Book 9541 at Page 585 of the Mecklenburg County Public Registry, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions and restrictions set forth in this Amended and Supplemental Declaration, which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Lot Owner thereof, and the required percentage of Lot Owners do hereby amend and supplement the existing Declaration of Covenants, Conditions and Restrictions, as follows:

WHEREFORE, the Declaration is hereby amended as follows:

1. Article VIII, Section 1. Land Use and Building Type is deleted in its entirety and replaced with the following:

"Section 1. Residential Use, Land Use and Building Type All lots in the tract shall be known and described as residential lots and home thereon shall be used for single-family residential purposes only. At no time shall there be more than one single family residing in the residence. A single family is defined as no more than three (3) individuals unrelated by blood, marriage or legal action.

No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling, not to exceed two and one-half (2-1/2) stories in height, and a private attached garage for not less than two (2) cars and not more than three (3) cars and other outbuildings incidental to residential use of the plot. This section shall not prevent the use of model homes and construction trailers during the construction of residences within the subdivision."

2. The text of the Declaration is supplemented by adding the following to Article VIII:

"Section 14. Leasing of Units

- a) Notice to Board: All leased property shall be rented for a period of not less than twelve (12) months, subject to renewals. A sale with a short-term leaseback to the original Lot Owner as part of a bona fide sales agreement is expressly excluded from the requirements of this Section 14. Any Lot Owner intending to make a lease of his/her property shall give prior written notice to the Board of Directors (or any Managing Agent designated by the Board) of such intention. For purposes of this Section, "lease" is defined as regular, exclusive occupancy of property by any person(s), other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including but not limited to, a

fee, service, or gratuity. The required notice shall include a complete copy of the proposed lease, a current credit report and criminal background report for all proposed tenants over the age of eighteen, and such other information as the Board or its agent shall reasonably require. All leases of property shall be in writing, utilizing standardized lease forms provided by or approved by the Board or its Managing Agent. The provisions of this Section shall also apply to the renewal of or modification to the terms of any lease of property. No subleasing of property shall be allowed. No Lot Owner shall be allowed to lease more than one lot within the Properties at any given time, regardless of the number of Lots such Owners owns. The foregoing limitation shall not apply to any Owner of a Lot who attains its ownership, as a result of its status as a secured party under a deed of trust encumbering such Lot, through a foreclosure or via a deed in lieu of foreclosure.

- b) Approval of the Board: Within 15 days after receipt of such notice, the Board or its Managing Agent shall provide the Lot Owner with written notice of its approval or disapproval of the proposed lease. The failure of the Board to provide written notice to the Lot Owner of its approval or disapproval of the proposed lease within the 15-day period contemplated by this section shall be deemed an approval of the proposed lease. The decision of the Board shall be final and non-appealable, but approval shall not be unreasonably withheld.

The Board's approval may be conditioned upon the addition, deletion, or modification of any provision of the proposed lease, or information gleaned by the Board from any investigative, criminal background or credit reports obtained by or provided to the Board. Anyone over eighteen years of age who is an occupant of a leased property is required to be named on the lease for said property and may be subject to investigative, criminal background and credit checks. The Board reserves the right to reject any proposed tenant for reasons including, but not limited to, the following: (1) a credit history showing nonpayment of any rents or lease obligations, (2) a conviction for a felony, and (3) a conviction within the last five years for a misdemeanor that involves damage to real property, violence or the manufacture or distribution of controlled substances. The Board reserves the right to terminate an approved lease for reasons including, but not limited to, the following: (1) unauthorized occupants residing in a leased property, (2) violations by the occupants of the Declaration, the Bylaws, any Rules and Regulations or other documents governing the Association, and (3) reasonable suspicion of criminal activity either on or off the property by lessees, occupants, guests or invitees.

- c) Limit on Number of Leases: The Board reserves the right to withhold the approval of any lease which would result in ten (10%) percent or more of the total number of Units within the property being occupied by persons other than Lot Owners. In order to monitor changes in the

percentage of leases, Lot Owners of leased property shall have Tenants give at least 30 days notice of an intention to vacate the property and notify the Board accordingly. Should the percentage of leases reach 10%, the Board will keep a wait list for Lot Owners interested in leasing property. Before allowing a Lot Owner on the wait list to lease his property, the Board shall give the Lot Owner of the leased property that is being vacated the 30-day notice period plus 30 days following the lease term to secure a new tenant. Should the Lot Owner fail to secure a Tenant within 30 days of the expiration of the lease, the first Lot Owner on the wait list will be given priority and 60 days to obtain a Tenant. The Board will continue down the wait list until a Lot Owner is able to secure a Tenant.

- d) Compliance with Declaration, By-Laws, and Rules and Regulations: Any Lot Owner leasing his/her property shall provide the Lessee, upon execution of the lease, with a copy of the Declaration, By-Laws, and Rules and Regulations governing the community. The lease shall provide that the Lessee is bound by the Declaration, By-Laws, and Rules and Regulations of the community as well as the provisions of the lease. Any violation of said governing documents or default of such provisions by the Lessee shall entitle the Association to terminate the lease, and the Lot Owner hereby irrevocably appoints the Association as its lawful attorney-in-fact, which appointment is coupled with an interest, to take all actions necessary to terminate the lease and the Lessee's right to possession of the property, including the commencement of legal proceedings against the Lot Owner and/or the Lessee.
- e) Void Transactions: Any lease which is not approved pursuant to the terms of this section shall be void, unless subsequently approved in writing by the Board. Any violation of these provisions shall subject the Lot Owner to a fixed or daily fine, after notice and an opportunity to be heard, in accordance with N.C.G.S. § 47C-3-107A.
- f) Waiver: The Board of Directors reserves the right to waive any or all of these restrictions with respect to any particular property if strict enforcement hereof would result in an undue hardship on the Lot Owner. Decisions on claimed hardships shall be determined on a case-by-case basis, are in the sole discretion of the Board of Directors, and are not appealable by the Lot Owner.

In no event shall any lease or rental agreement release or relieve a Lot Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement."

3. Article XI, Section 3. Amendment is deleted in its entirety and replaced with the following:

"Section 3. Amendment The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of seventy-five (75%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended at anytime by affirmative vote or an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any amendment must be in writing and properly recorded in order to be effective. For purposes of this section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an amendment."

4. Article VII EASEMENTS is deleted in its entirety and replaced with the following:

"EASEMENTS. Easements for installation and maintenance of driveway, walkway, parking area, water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Further, easements ten feet in width for such purposes are reserved over, under and through and along the rear lot lines of all lots shown on recorded plats, and easements five feet in width for such purposes are reserved over, under and through and along all side lot lines of all lots shown on recorded plats, as well as temporary easement five feet in width along the front lot lines for construction, maintenance and repair purposes. In the event it is determined that other and further easements are required over any lot or lots in locations not shown on the recorded plat, such easements may be established by the Association, except that if any such easements are reserved or established after the conveyance of a lot or lots to be affected thereby, the written assent of the Owner(s) of such lot(s) shall be required. Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, delivery and maintenance of public utilities, or which may obstruct or change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements."

5. Article V, Section 1. Creation of the Lien and Personal Obligation of Assessments is deleted in its entirety and replaced with the following:

"Section 1. Creation of the Lien and Personal Obligation of Assessments The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant

and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments or such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, administrative fees and the like as well as reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, administrative fees and the like as well as reasonable attorney fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning such property at the time when the assessment fell due. Any unpaid assessment charges continue to be a lien upon the property against which the assessment has been made even when the property is acquired by an Owner's successor in title."

6. Article V, Section 3(b) is deleted in its entirety and replaced with the following:

"From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased without limitation if such increase is approved at a meeting called for said purpose by no less than two-thirds (2/3) of the votes represented in person or by proxy. Said vote is subject to quorum requirements provided for in the Bylaws."

7. Article V, Section 4. Special Assessments for Capital Improvements is deleted in its entirety and replaced with the following:

"Section 4. Special Assessments In addition to the annual assessments, the Association may levy, in any assessment year, special assessments. The purpose of special assessments shall include but not be limited to the following: defraying, in whole or in part, the cost of any construction, repair, replacement, addition, improvement or the like. Any such special assessment shall be in the same ratio between Class A and Class B lots as set forth in the first paragraph of Section 3.

Special assessments shall be approved at a meeting duly called for said purpose by no less than sixty (60%) percent of the votes represented in person or by proxy. Said vote is subject to quorum requirements provided for in the Bylaws."

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature [Signature] (SEAL)

Printed Name Robert A. Ames Gail M. Ames

Property Address 9609 Black Watch Ct. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9609 Black Watch Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL) [Signature]

Printed Name JOSEPH D'APOLLONIO DAWN D'APOLLONIO

Property Address 9609 Black Watch Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Lisa Blackwell

Property Address 9609 Black Watch Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL) [Signature]

Printed Name Subashis Halder Karli Bose

Property Address 9609 Black Watch Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL) [Signature]

Printed Name RATESH KATIAL NARINDER KAUR

Property Address 9613 Black Watch Ct. Charlotte, North Carolina 28277

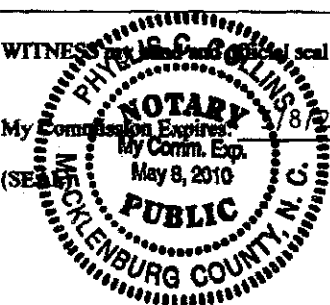
State of North Carolina

County of Mecklenburg

Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Robert A. Ames & Gail M. Ames; Joseph D'Apollonio & Dawn D'Apollonio; Lisa Blackwell; Subashis Halder & Karli Bose and Rajesh Katial & Narinder Kaur, voluntarily signed the foregoing instrument.

WITNESSETH that I, Phyllis C. Collins, Notary Public, do hereby seal this the 5th day of March, 2008.

My Commission Expires: 8/2010
My Comm. Exp. May 8, 2010
(SEAL)



[Signature]
Notary Public - Signature

Phyllis C. Collins
Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature [Signature] (SEAL)

Printed Name Donald J. Weaver Marcia J. Weaver

Property Address 2614 Black Watch Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name LAKSHMANAN GURURAJAN / RANJANI KRISHNAMURTHY

Property Address 2617 Black Watch Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Jerry Phillips Thera A. Phillips

Property Address 2618 Black Watch Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Loi Dam CHRISTIE - DAM.

Property Address 2621 Black Watch Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Thomas A. Sperrazzo Francesca Sperrazzo

Property Address 9640 Chaumont Lane 2622 Black Watch Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Cheryl E. Lancaster Robert E. Lancaster

Property Address 2640 Chaumont Ln. Charlotte, North Carolina 28277
9625 Black Watch Court

State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Donald J. Weaver & Marcia J. Weaver; Lakshmanan Gururajan & Ranjani Krishnamurthy; Jerry Phillips & Thera A. Phillips; Loi Dam & Christie Dam; Thomas A. Sperrazzo & Francesca Sperrazzo; and Cheryl E. Lancaster & Robert E. Lancaster II, voluntarily signed the foregoing instrument.
WITNESS my hand and official seal this the 5th day of March, 2008.



[Signature]
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature [Signature] (SEAL)
Printed Name BRIAN SEAY Nancy T. Seay

Property Address 9641 Chaumont Ln. Charlotte, North Carolina 28277
Signature [Signature] (SEAL)
Printed Name HATESH SINGH / DAMAN SAINI

Property Address 9645 Chaumont Ln. Charlotte, North Carolina 28277
Signature Terrence Mance Carolyn Mance (SEAL)
Printed Name TERRENCE MANCE CAROLYN MANCE

Property Address 9648 Chaumont Ln. Charlotte, North Carolina 28277
Signature _____ (SEAL)
Printed Name _____

Property Address 9649 Chaumont Ln. Charlotte, North Carolina 28277
Signature Marcia DeMore (SEAL)
Printed Name Marcia L. DeMore PAUL DeMore

Property Address 9653 Chaumont Ln. Charlotte, North Carolina 28277
Signature _____ (SEAL)
Printed Name _____

Property Address 9656 Chaumont Ln. Charlotte, North Carolina 28277

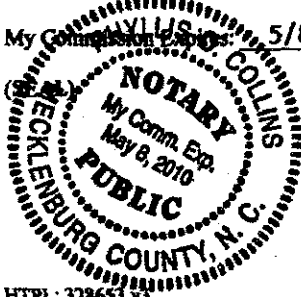
State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Brian Seay & Nancy T. Seay; Hatesh Singh & Daman Saini; Terrence Mance & Carolyn Mance and Marcia L. DeMore & Paul DeMore, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5th day of March, 2008.

My Commission Expires: 5/8/2010



[Signature]
Notary Public - Signature

Phyllis C. Collins
Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature Jeanette Esposito Faith M. Bowes (SEAL)

Printed Name JEANETTE Esposito FAITH M. Bowes

Property Address 9657 Chaumont Ln. Charlotte, North Carolina 28277

Signature Greg Leekley Marianela Leekley (SEAL)

Printed Name Greg Leekley Marianela Leekley

Property Address 9660 Chaumont Ln. Charlotte, North Carolina 28277

Signature Linda Katouras Paul Katouras (SEAL)

Printed Name Linda Katouras Paul Katouras

Property Address 9661 Chaumont Ln. Charlotte, North Carolina 28277

Signature Brian Ralph Kristen K Ralph (SEAL)

Printed Name BRIAN RALPH Kristen K Ralph

Property Address 9662 Chaumont Ln. Charlotte, North Carolina 28277

Signature Robert R. Rodite Patricia A. Rodite (SEAL)

Printed Name ROBERT R.R. RODITE / PATRICIA A. RODITE

Property Address 9663 Chaumont Ln. Charlotte, North Carolina 28277

Signature Meredith Gaddy Thomas Gaddy III (SEAL)

Printed Name Meredith Gaddy Thomas Gaddy

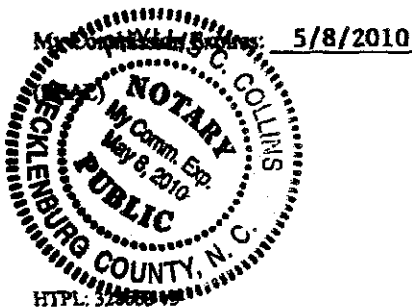
Property Address 9701 Tenencia Ct. Charlotte, North Carolina 28277

State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Jeanette Esposito & Faith M. Bowes; Greg Leekley & Marianela Leekley; Linda Katouras & Paul Katouras; Brian Ralph & Kristen K. Ralph; Robert R. E. Rodite & Patricia A. Rodite and Meredith Gaddy & Thomas Gaddy III voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5th day of March, 2008.



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature Troy Brantley Sandra R. Brantley (SEAL)

Printed Name Troy Brantley Sandra R. Brantley

Property Address 9702 Tenencia Ct. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9705 Tenencia Ct. Charlotte, North Carolina 28277

Signature Peter Hodes Stacy M. Hodes (SEAL)

Printed Name PETER HODES Stacy M. HODES

Property Address 9706 Tenencia Ct. Charlotte, North Carolina 28277

Signature Jere D. Hawk Paige Hawk (SEAL)

Printed Name Jere D. Hawk Paige Hawk

Property Address 9709 Tenencia Ct. Charlotte, North Carolina 28277

Signature Carol Braswell (SEAL)

Printed Name CAROL BRASWELL

Property Address 9710 Tenencia Ct. Charlotte, North Carolina 28277

Signature Howard E. Dean III Nicole W. Dean (SEAL)

Printed Name Howard E. Dean III Nicole W. Dean

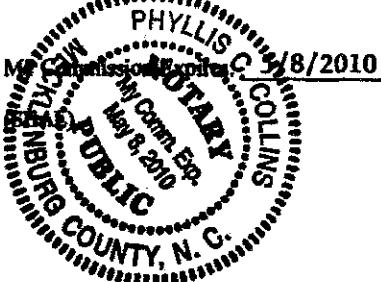
Property Address 9711 Tenencia Ct. Charlotte, North Carolina 28277

State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Troy Brantley & Sandra R. Brantley; Peter Hodes & Stacy M. Hodes; Jere D. Hawk & Paige Hawk; Carol Braswell and Howard E. Dean III & Nicole W. Dean, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5th day of March, 2008.



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature _____ (SEAL)

Printed Name _____

Property Address 9714 Tenencia Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Elizabeth M. Bennett

Property Address 9715 Tenencia Ct. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9717 Tenencia Ct. Charlotte, North Carolina 28277

Signature [Signature] Rick Pappas (SEAL)

Printed Name Christina Pappas Rick Pappas

Property Address 9718 Tenencia Ct. Charlotte, North Carolina 28277

Signature Niranjan Godiwala Deena Godiwala (SEAL)

Printed Name NIRANJAN GODIWALA DEENA GODIWALA

Property Address 9721 Tenencia Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Diane Crenshaw DAVID CRENSHAW

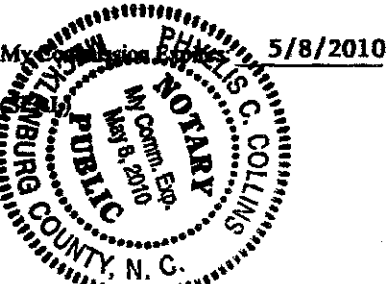
Property Address 9722 Tenencia Ct. Charlotte, North Carolina 28277

State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Elizabeth M. Bennett; Christina Pappas & Rick Pappas; Niranjan Godiwala & Deena Godiwala; and Diane Crenshaw & David Crenshaw, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5th day of March, 2008



[Signature]
Notary Public - Signature

Phyllis C. Collins
Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature [Signature] Alta Rawson (SEAL)

Printed Name Jody Rawson Alta Rawson

Property Address 9725 Tenencia Ct. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9850 Corrystone Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9851 Corrystone Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9854 Corrystone Dr. Charlotte, North Carolina 28277

Signature [Signature] [Signature] (SEAL)

Printed Name _____

Property Address 9855 Corrystone Dr. Charlotte, North Carolina 28277

Signature [Signature] [Signature] (SEAL)

Printed Name GARY HAINES Jennifer Haines

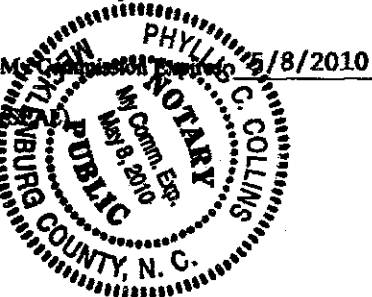
Property Address 9858 Corrystone Dr. Charlotte, North Carolina 28277

State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Jody Rawson & Alta Rawson; Gary Haines & Jennifer Haines and Robert Cullip and Anne Cullip, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5th day of March, 2008.



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature _____ (SEAL)

Printed Name _____

Property Address 9725 Tenencia Ct, Charlotte, North Carolina 28277

Signature [Signature] Karen Mathews (SEAL)

Printed Name Donald J. Mathews Karen Mathews

Property Address 9850 Corrystone Dr, Charlotte, North Carolina 28277

Signature [Signature] Margie DeFlavis

Printed Name T. F. DeFlavis Margie DeFlavis

Property Address 9851 Corrystone Dr, Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9854 Corrystone Dr, Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9855 Corrystone Dr, Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9858 Corrystone Dr, Charlotte, North Carolina 28277

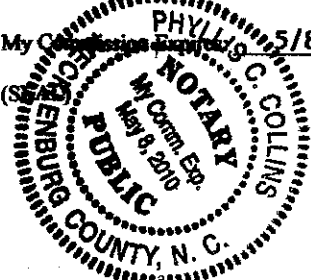
State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Donald J. Mathews & Karen Mathews and T. F. DeFlavis & Margie DeFlavis, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008.

My Commission Expires 5/8/2010



[Signature]
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature Walter G. Bauer Ellen Jane Bauer
Printed Name WALTER G. BAUER Ellen Jane Bauer
Property Address 9859 Corrystone Dr. Charlotte, North Carolina 28277

(SEAL)

Property Address 9863 Corrystone Dr. Charlotte, North Carolina 28277
Signature X TDS / Nancy Blough (SEAL)
Printed Name X David Blough / Nancy Blough

Property Address 9864 Corrystone Dr. Charlotte, North Carolina 28277
Signature X Mohit Sharma / Anju Sharma (SEAL)
Printed Name Mohit Sharma / Anju Sharma

Property Address 9867 Corrystone Dr. Charlotte, North Carolina 28277
Signature X Monty Weckel / X Caroline Weckel (SEAL)
Printed Name X Monty Weckel / X Caroline Weckel

Property Address 9870 Corrystone Dr. Charlotte, North Carolina 28277
Signature X Joan Rolston (SEAL)
Printed Name X Joan Rolston

Property Address 9871 Corrystone Dr. Charlotte, North Carolina 28277

State of North Carolina

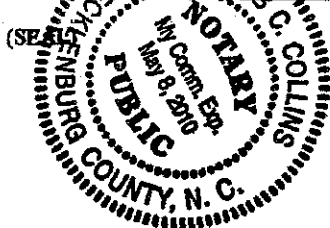
County of Mecklenburg

(SEAL)

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Walter G. Bauer & Ellen Jane Bauer; David Blough & Nancy Blough; Mohit Sharma & Anju Sharma; Monty Weckel & Caroline Weckel and Joan Rolston, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008

My Commission Expires PHYL 158/2010



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature Kevin L. Benjamin (SEAL)

Printed Name Kevin L. Benjamin Tonya G. Benjamin

Property Address 9874 Carrystone Dr. Charlotte, North Carolina 28277

Signature Troy Ohmes (SEAL)

Printed Name Troy Ohmes Nancy Ohmes

Property Address 9917 Carrystone Dr. Charlotte, North Carolina 28277

Signature E. M. Zegora, Jr. (SEAL)

Printed Name E. M. Zegora, Jr. Mary Kathryn Zegora

Property Address 9918 Carrystone Dr. Charlotte, North Carolina 28277

Signature Crista Bateman (SEAL)

Printed Name Crista Bateman Michael Bateman

Property Address 9922 Carrystone Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9923 Carrystone Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9926 Carrystone Dr. Charlotte, North Carolina 28277

State of North Carolina

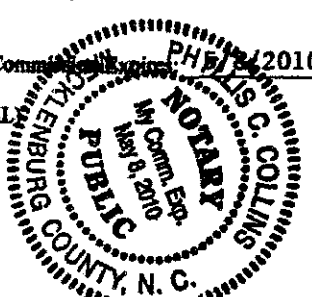
County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Kevin L. Benjamin & Tonya G. Benjamin; Troy Ohmes & Nancy Ohmes; E. M. Zegora Jr. & Kathryn Zegora, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008.

My Commission Expires PH 5/24/2010

(SEAL)



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins
Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature Steve Neperud Tara Neperud (SEAL)

Printed Name Steve Neperud Steve Neperud

Property Address 9927 Corrystone Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9931 Corrystone Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9932 Corrystone Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9935 Corrystone Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 9936 Corrystone Dr. Charlotte, North Carolina 28277

Signature D. Lee Hawkins Margaret Hawkins (SEAL)

Printed Name Lee Hawkins Margaret Hawkins

Property Address 9939 Corrystone Dr. Charlotte, North Carolina 28277

State of North Carolina

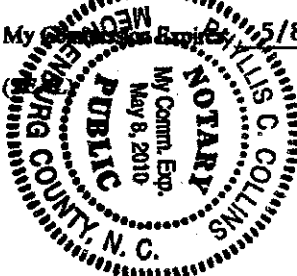
County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Steve Neperud & Tara Neperud & D. Lee Hawkins & Margaret Hawkins

_____, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008

My Commission Expires 5/8/2010



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature Jean R. Marren Bill Marren (SEAL)

Printed Name Jean R. Marren Bill Marren

Property Address 9940 Corvstone Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10005 Willow Rock Dr. Charlotte, North Carolina 28277

Signature Penny H. Boling Norman E. Boling Jr. (SEAL)

Printed Name Penny H. Boling Norman E. Boling Jr.

Property Address 10009 Willow Rock Dr. Charlotte, North Carolina 28277

Signature Dong S. Shin (SEAL)

Printed Name Dong S. Shin

Property Address 10010 Willow Rock Dr. Charlotte, North Carolina 28277

Signature Jane Blythe Larry Blythe (SEAL)

Printed Name Jane Blythe Larry Blythe

Property Address 10014 Willow Rock Dr. Charlotte, North Carolina 28277

Signature Barbara Mackey James A. Mackey (SEAL)

Printed Name Barbara Mackey James A. Mackey

Property Address 10021 Willow Rock Dr. Charlotte, North Carolina 28277

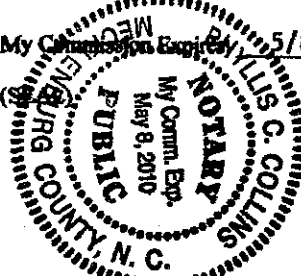
State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Jean R. Marren & Bill Marren; Penny H. Boling & Norman E. Boling Jr.; Dong S. Shin; Jane Blythe & Larry Blythe; and Barbara Mackey & James A. Mackey, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008.

My Commission Expires 5/8/2010



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins
Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature [Signature] Nancy M. Shoemaker (SEAL)

Printed Name Stephen H. Shoemaker Nancy M. Shoemaker

Property Address 10024 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Leping Zhou Jamin Yue

Property Address 10027 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Diane M. Whitfield J. Calvin Whitfield

Property Address 10028 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Michael F. Sarber Linda M. Sarber

Property Address 10032 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Griffin Bettencourt Jaime Bettencourt

Property Address 10109 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Adam M. Vendt

Property Address 10110 Victoria Mill Ct. Charlotte, North Carolina 28277

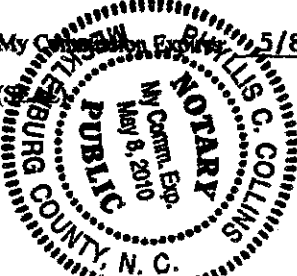
State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Stephen H. Shoemaker & Nancy M. Shoemaker; Leping Zhou & Jamin, Yue; Diane M. Whitfield & J. Calvin Whitfield; Michael F. Sarber & Linda M. Sarber; Griffin Bettencourt & Jaime Bettencourt, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008.

My Commission Expires 5/8/2010



[Signature]
Notary Public - Signature

Phyllis C. Collins
Notary Public - Printed Name

Redo

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature James R. Clem Carol J. Clem (SEAL)

Printed Name JAMES R. CLEM Carol J. Clem

Property Address 10114 Victoria Mill Ct, Charlotte, North Carolina 28277

Signature James Royce Grinham Carol J. Grinham (SEAL)

Printed Name JAMES ROYCE GRINHAM Carol J. Grinham

Property Address 10115 Victoria Mill Ct, Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10118 Victoria Mill Ct, Charlotte, North Carolina 28277

Signature Jim Hamrik Mary Anne Hamrik (SEAL)

Printed Name JIM HAMRIK MARY ANNE HAMRIK

Property Address 10119 Victoria Mill Ct, Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10122 Victoria Mill Ct, Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10123 Victoria Mill Ct, Charlotte, North Carolina 28277

State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence James R. Clem & Carol J. Clem; James Royce Grinham & Carol J. Grinham; Jim Hamrik & Mary Anne Hamrik, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008.

My Comm. Expires 5/8/2010



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature X [Signature] X [Signature] (SEAL)

Printed Name

BRIAN D. BAKER

Monica A. Baker

Property Address 10114 Victoria Mill Ct. Charlotte, North Carolina 28277

1871 CORYSONE CHARLOTTE NC 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10115 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10118 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name

Aimee Carroll Burns

J. DANIEL BURNS

Property Address 10119 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10122 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature X [Signature] X [Signature] (SEAL)

Printed Name

C. J. GARLAND

J. GARLAND

Property Address 10124 Victoria Mill Ct. Charlotte, North Carolina 28277

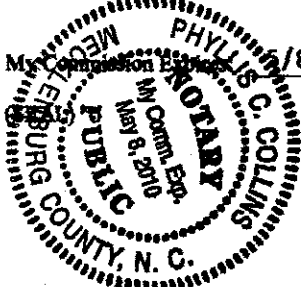
State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Rodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Brian D. Baker & Monica A. Baker; Aimee Carroll Burns & J. Daniel Burns & C. J. Garland & J. Garland, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008

My Commission Expires 6/8/2010



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature [Signature] X [Signature] (SEAL)

Printed Name John Fyfe X DONNA FYFE

Property Address 10129 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10130 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10134 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10138 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10142 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature [Signature] X [Signature] (SEAL)

Printed Name Scott Davis X Ashley Davis

Property Address 10143 Victoria Mill Ct. Charlotte, North Carolina 28277

State of North Carolina

County of Mecklenburg

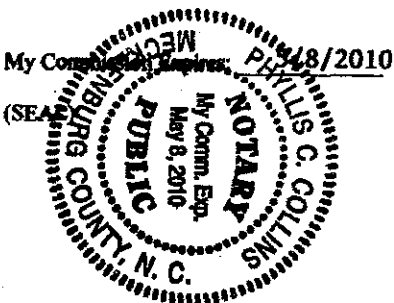
I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Rodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence John Fyfe & Donna Fyfe; and Scott Davis & Ashley Davis.

_____, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008

My Commission Expires 5/8/2010

(SEAL)



[Signature]
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

RED

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature Paul Bourguignon (SEAL)

Printed Name PAUL BOURGUIGNON

Property Address 10126 Victoria Mill Ct, Charlotte, North Carolina 28277

Signature David Turpin (SEAL)

Printed Name DAVID TURPIN, Linda Turpin

Property Address 10130 Victoria Mill Ct, Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10134 Victoria Mill Ct, Charlotte, North Carolina 28277

Signature A. J. Basse (SEAL)

Printed Name A. J. Basse, Lisa Basse

Property Address 10138 Victoria Mill Ct, Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10142 Victoria Mill Ct, Charlotte, North Carolina 28277

Signature Jeff Minemier (SEAL)

Printed Name JEFF MINEMIER SUE MINEMIER

Property Address 10143 Victoria Mill Ct, Charlotte, North Carolina 28277

State of North Carolina

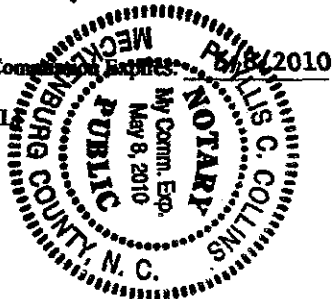
County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Paul Bourguignon; David Turpin & Linda Turpin; A. J. Basse & Lisa Basse; and Jeff Minemier & Sue Minemier, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March 2008

My Commission Expires 2010

(SEAL)



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature _____ (SEAL)

Printed Name _____

Property Address 10146 Victoria Mill Ct. Charlotte, North Carolina 28277

Signature [Signature] Christopher Kwait (SEAL)

Printed Name Christopher Kwait Mary E. Kwait

Property Address 10190 Willow Rock Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10191 Willow Rock Dr. Charlotte, North Carolina 28277

Signature Edward Sagedy Betty Sagedy (SEAL)

Printed Name EDWARD SAGEDY BETTY SAGEDY

Property Address 10194 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name SATIR BADRAN FARHA BADRAN

Property Address 10195 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Richard Bolen Christine M. Bolen

Property Address 10205 Willow Rock Dr. Charlotte, North Carolina 28277

State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Christopher Kwait & Mary E. Kwait; Edward Sagedy & Betty Sagedy; Said Badran & Farah Badran and Richard Bolen & Christine M. Bolen, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008.

My Comm. Expires: 5/8/2010

(SEAL)



[Signature]
Notary Public - Signature

Phyllis C. Collins
Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature [Signature] (SEAL)

Printed Name Keith Glauber Mary Glauber

Property Address 10209 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Jennifer Kaplan Jonathan Kaplan

Property Address 10213 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Michael & Julie Knight

Property Address 10214 Willow Rock Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 10217 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Kimberlie Carrick

Michael Allen Carrick
Michael Allen Carrick

Property Address 10218 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Jeff Hales Brenda Hales

Property Address 10221 Willow Rock Dr. Charlotte, North Carolina 28277

State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Keith Glauber & Mary Glauber; Jennifer Kaplan & Jonathan Kaplan; Michael Knight & Julie Knight; Kimberlie Carrick & Michael Allen Carrick; and Jeff Hales & Brenda Hales, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008

My Commission Expires 5/8/2010



[Signature]
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature Timothy Scott Morgan / Janet M. Morgan (SEAL)

Printed Name Timothy Scott Morgan / Janet M. Morgan

Property Address 10222 Willow Rock Dr. Charlotte, North Carolina 28277

Signature Dean Elmore / Joan Elmore (SEAL)

Printed Name Dean Elmore / Joan Elmore

Property Address 10225 Willow Rock Dr. Charlotte, North Carolina 28277

Signature Sharon Miklos / Gerry Miklos (SEAL)

Printed Name Sharon Miklos / Gerry Miklos

Property Address 10226 Willow Rock Dr. Charlotte, North Carolina 28277

Signature Imsoon Khan / Mohammad U. Khan (SEAL)

Printed Name Imsoon Khan / Mohammad U. Khan

Property Address 10229 Willow Rock Dr. Charlotte, North Carolina 28277

Signature Stephen Yagey / Rhonda Yagey

Printed Name STEPHEN YAGEY / Rhonda Yagey

Property Address 10230 Willow Rock Dr. Charlotte, North Carolina 28277

Signature Tom M. Dawson / Susan V. Dawson (SEAL)

Printed Name Tom M. Dawson / Susan V. Dawson

Property Address 10233 Willow Rock Dr. Charlotte, North Carolina 28277

State of North Carolina

County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Timothy Scott Morgan & Janet M. Morgan; Dean Elmore & Joan Elmore; Sharon Miklos & Gerry Miklos; Imsoon Kahn & Mohammad U. Kahn; Stephen Yagey & Rhonda Yagey and Tom M. Dawson, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008.

My Commission Expires: 8/2/2010



Phyllis C. Collins
Notary Public - Signature

Phyllis C. Collins

Notary Public - Printed Name

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed under seal as of the day and year written below.

COBBLESTONE HOMEOWNERS ASSOCIATION OF CHARLOTTE, INC.

Signature [Signature] (SEAL)

Printed Name ERIC CHOITUS Kathy Choitus

Property Address 1023 Willow Rock Dr. Charlotte, North Carolina 28277

Signature [Signature] (SEAL)

Printed Name Ellen M. Cotton Michael J. Cotton

Property Address 1023 Willow Rock Dr. Charlotte, North Carolina 28277

Signature _____ (SEAL)

Printed Name _____

Property Address 1023 Willow Rock Dr. Charlotte, North Carolina 28277

State of North Carolina

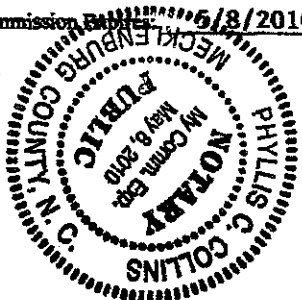
County of Mecklenburg

I, Phyllis C. Collins, Notary Public of Mecklenburg County, North Carolina, do hereby certify that Peter Hodes, personally known to me, appeared before me this day, and being duly sworn, stated that in his/her presence Eric Choitus & Kathy Choitus and Ellen M. Cotton & Michael J. Cotton, voluntarily signed the foregoing instrument.

WITNESS my hand and official seal this the 5 day of March, 2008.

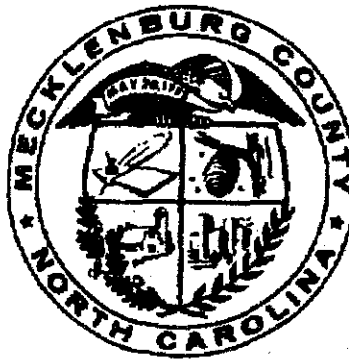
My Commission Expires 5/8/2010

(SEAL)



[Signature]
Notary Public - Signature

Phyllis C. Collins
Notary Public - Printed Name



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

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 03/07/2008 03:08 PM
Book: RE 23479 Page: 735-762
Document No.: 2008040607
RESTR 28 PGS \$92.00
Recorder: LYVANH PHETSARATH



2008040607