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Filed for record
Date 10.10.2002
Time 9:35 AM PM
JUDY G. PRICE, Register of Deeds
Union County, North Carolina

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARRISON PARK

This Declaration is made as of the 11th day of October, 2002 by Crossmann Communities of North Carolina, Inc. a North Carolina corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property which is described in Article II hereof, and desires to create thereon an exclusive residential community of single-family detached and single-family attached homes to be named Harrison Park; and

WHEREAS, Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within the subdivision and to provide for the maintenance and upkeep of the entrances, landscaping easements and Common Elements as hereinafter defined; and, to this end, desire to subject the said real property to the covenants, conditions, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

DRAWN BY AND MAIL TO:

H. David Powell, Esq.
Horack Talley Pharr & Lowndes, P.A.
301 South College Street, Ste. 2600
Charlotte, North Carolina 28202-6038

HTPL: 158622.4

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the said subdivision and to provide for the maintenance and upkeep of landscaping easements and the Common Elements, if any, to create an organization to which will be delegated and assigned the powers of maintaining said entrances and landscaping easements and owning and administering the Common Elements, enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or will incorporate under North Carolina law HARRISON PARK HOMEOWNERS' ASSOCIATION, INC. as a non-profit corporation for the purpose of exercising and performing the aforesaid functions;

NOW, THEREFORE, Declarant by this Declaration of Covenants, Conditions, and Restrictions, do declare that all of the property described in Article II, Section 1, hereof is and shall be transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this 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 Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Harrison Park Homeowners' Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, except Declarant, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Project" shall mean and refer to the property described in Article II hereof, and any additions thereto as are or shall become subject to this Declaration and brought within the jurisdiction of the Association.

Section 4. "Entrance and Landscape Easement" shall mean and refer to any easement so designated on any plat of Harrison Park now or hereafter recorded in the Union County Public Registry.

Section 5. "Common Elements" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 6. "Limited Common Elements" shall mean those Common Elements which are to be used exclusively by certain Lots.

Section 7. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Project with exception of the Common Elements, if any.

Section 8. "Declarant" shall mean and refer to Crossmann Communities of North Carolina, 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 (2) or more undeveloped Lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to Harrison Park, shall be a Declarant during such period of time as said party is vested with title to two or more such Lots (whether undeveloped or developed and unconveyed), but not longer.

Section 9. "Act" shall mean and refer to the North Carolina Planned Community Act, Chapter 47F, North Carolina General Statutes.

Section 10. "Special Declarant Rights" shall mean the rights as defined in Section 47F-1-103(28) of the Act for the benefit of a Declarant, including, but not limited to the following: to complete improvements indicated on plats or plans filed with or referenced in the Declaration; to exercise any development right as defined in the Act; to maintain sales offices, management offices, models and signs advertising Harrison Park; to use easements through the Common Elements for the purpose of making improvements with Harrison Park or within real estate which may be added to Harrison Park; and to elect, appoint or remove any officer or Board member of the Association during any period of Declarant control.

Section 11. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 12. "Rules and Regulations" means reasonable and nondiscriminatory rules and regulations as may be adopted and published from time to time by the Association, provided notice of such rules and regulations have been given to Owners in accordance with the requirements of this Declaration.

Section 13. "Single-Family Attached Lots" means those Lots to the south of Waxhaw Parkway on which single-family attached homes will be constructed.

Section 14. "Single-Family Detached Lots" means those Lots to the north of Waxhaw Parkway on which single-family detached homes will be constructed.

Section 15. "Supplemental Declaration" means a supplemental declaration of covenants, conditions and restrictions which shall be recorded for the purposes of annexing additional property, including all or any portion of the Additional Land, to the Project and causing such property to be subject to the scheme of covenants, conditions and restrictions contained in this Declaration, together with any revised or additional covenants, conditions and restrictions for such property.

Section 16. "Map" means a recorded subdivision plat of a portion of the Project recorded in the Union County Public Registry.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF HARRISON PARK HOMEOWNERS ASSOCIATION, INC.

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association is located in Union County, North Carolina, and is more particularly described on map of Harrison Park Map 1 recorded in PLAT CABINET G at File 858, map of Harrison Park Phase 1 Map 1 recorded in PLAT CABINET G at File 859 and map of Harrison Park Map 2 recorded in PLAT CABINET H at File 110 as revised in PLAT CABINET H at File 161 of the Union County Public Registry.

Section 2. Additions to Existing Property. Additional land may be brought within the scheme of this Declaration in the following manner:

- (a) Additional land within the area described on Exhibit "A" attached hereto and incorporated herein by reference may be annexed to the existing Project by Declarant or its assigns, in future stages of development, without the consent of the Association or its Members, provided that said annexations must occur within ten (10) years after the date of this instrument.

(b) Additional residential property (and common elements), outside of the area described in the aforementioned EXHIBIT A maybe annexed to the Project 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 VI, 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 homeowners 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 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 subsections (a) and (b) above shall be made by filing of record Supplemental Declarations with respect to the additional properties and thereby subject such additions to the benefits, agreements, restrictions, and obligations set forth herein, as may be amended by such Supplemental Declaration. Any Supplemental Declaration may set forth amended or additional benefits, agreements, restrictions, obligations and covenants that will apply to the additional properties. Any such amended or additional benefits, agreement, restrictions, covenants, and obligations set forth in any Supplemental Declaration shall thereafter be as binding on the additional property which is the subject of such Supplemental Declaration as if they were set forth in their entirety in this Declaration of Covenants, Conditions and Restrictions, and will be enforceable by the Members and by the Board of the Association.

ARTICLE III

COMPLIANCE WITH MANAGEMENT DOCUMENTS

Section 1. Compliance with Declaration and Other Documents. Each Owner, resident or tenant of a Lot shall comply with the provisions of this Declaration, the Bylaws, Rules and Regulations duly adopted by the Association, decisions and resolutions of the Association and its duly authorized representative, all as may be amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages or for injunctive relief.

Section 2. Resolution of Conflicts Between Documents. Each Owner covenants and agrees that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws, and Rules and Regulations duly adopted by the Association. If there are any matters of conflict or inconsistencies in the Bylaws, Articles and this Declaration, then the provisions of the Declaration shall prevail. In the event that anything shown on a recorded final subdivision map for all or any portion of the Project is in any way inconsistent with provisions of this Declaration, then the provisions of this Declaration shall prevail. If a dispute arises among Owners in regard to the administration of the Project, then the provisions of this Declaration shall prevail.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Governing Body. The Association shall be the governing body for all Owners with respect to the management, administration, maintenance, repair and replacement of the Project, as provided by this Declaration and the Bylaws.

Section 2. Membership. Membership in the Association shall be composed of and limited to Owners. Each Owner, including Declarant, shall automatically be a member of the Association and entitled to vote as set forth below. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of voting membership:

Class A Members. Class A Members shall be all Owners with the exception of Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot, all such persons shall be Members and voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Class A Lot.

Class B Members. Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned; provided that Declarant's Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) the conveyance by Declarant of seventy-five percent (75%) of all Lots in the Project, or (ii) ten (10) years after the first Lot is conveyed to an Owner

for use as a residence. Declarant can cast votes attributable to Lots owned by Declarant on all matters submitted to a vote of the Members.

ARTICLE V

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment: Except as limited by Section 2 of this Article V, every Owner shall have a right and easement of enjoyment in and to the Common Elements 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 suspend the voting rights and rights to the use of the Common Elements 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.

(b) The right of the Association to dedicate or transfer all or any part of the Common Elements 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 cast at least eighty percent (80%) of the votes in the Association agree to such dedication or transfer, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements to public authorities or others for the installation and maintenance of sewerage, utilities, and drainage facilities upon, over, under, and across the Common Elements without the assent of the membership when, in the sole opinion of such Board, such easements do not interfere with the use and enjoyment of the Properties or are necessary for the convenient use and enjoyment of the Properties;

(c) Except as provided in Subsection (b) hereinabove, conveyance or encumbrance of Common Elements shall be governed by 47F-34-112 of the Act which provides that portions of the Common Elements may be conveyed or subjected to a security interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association agree in writing to that action. Proceeds of the sale or financing of Common Elements shall be asset of the Association. The Association, on behalf of the Lot Owners, may contract to convey Common Elements or subject Common

Elements to a security interest, but the contract is not enforceable against the Association until approved as hereinabove set forth. Thereafter the Association has all powers necessary and appropriate to affect the conveyance or encumbrance, free and clear of any interest of any Lot Owner or the Association in or to the Common Elements conveyed or encumbered, including the power to execute deeds or other instruments. No conveyance or encumbrance of Common Elements may deprive any Lot of its rights of access and support;

(d) The right of the Association to establish rules and regulations governing the use of the Common Elements or portions thereof.

(e) The exclusive use of Limited Common Elements by certain Lots.

Section 2. Delegation of Use.

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

(b) Guests. Common Elements situated upon the Properties may be utilized by guests of owners, tenants, or contract purchasers subject to the Rules and Regulations of the Association, as may be established by its Board governing said use.

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

Section 3. Tenants.

(a) No Owner shall lease or rent less than an entire lot and no more than one family shall live in any one Lot. Lots shall not be leased or rented for hotel or transient purposes and no rental agreement or lease shall be made for a period of less than sixty (60) days. Subject to the foregoing restrictions, Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing and shall provide that it is in all respects subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations and that any failure

by the tenant to comply with such provisions shall be a default under the rental agreement or lease. However, the failure of any lease or rental agreement to so provide shall not excuse any person from complying with the provisions of this Declaration, the Bylaws, and the Rules and Regulations.

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

Section 4. Rules and Regulations. The Association shall have the right to adopt, publish and enforce Rules and Regulations governing the Project, the use and enjoyment of the Common Elements, and any facilities thereon, and the personal conduct thereon of the Owners, their guests, invitees, members of their families or households and tenants. Such Rules and Regulations shall be reasonable, shall not discriminate against Declarant (or have an adverse impact on Declarant or upon the sale of Lots or, the construction of improvements thereon), and must be consistent with this Declaration, the Articles and the Bylaws. Rules and Regulations shall not be effective until written notice thereof has been given by mailing a copy of the Rules and Regulations, postage prepaid, at least ten (10) days before the effective date of the Rules and Regulations, to each Owner addressed to the Owner's address last appearing in the books of the Association.

Section 5. Enforcement. The Declarant, the Association's Management Company, any approved Builder and/or the Association shall have the right but not be obliged, after Notice and Opportunity for Hearing, to seek enforcement of these Covenants, at law or in equity, which shall include seeking remedies of specific enforcement, injunctive relief, monetary damages, or have the right to levy fines for infraction(s) of the provisions of this Declaration or the Rules and Regulations, provided (i) the Member shall have been warned in writing of a previous infraction within the preceding one (1) year, and (ii) the fine conforms to the provisions of these Covenants.

Section 6. Ownership of Common Elements. Declarant shall convey the Common Elements to the Association. Notwithstanding the recordation of any Map or any other action by the Declarant or the Association, all Common Elements shall remain private property and shall not be considered as dedicated to use and enjoyment of the public.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of 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 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 late fees, interest, costs and reasonable attorney's 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 late fees, interest, costs, and reasonable attorney's fees shall be a charge on the land and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall continue to be a lien upon the property.

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 Project, the enforcement of these covenants, and the rules of the Association, and in particular, for the improvement and maintenance of the Project and providing the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements and any improvements and amenities thereon and other areas maintained by the Association, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor and equipment, materials, management and supervision thereof, the payment of taxes assessed, the procurement and maintenance of insurance in accordance with the Bylaws, 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 and improvement (including landscaping and planting) and maintenance of the facilities located or to be located in the Common Elements or easement area, entrance way, or berms.

The Association shall have the ability to provide certain additional services to the Single-Family Attached Lots that it does not provide to the Single-Family Detached Lots. The Single-Family Attached Lots benefitted by those additional services shall also be responsible for additional assessments for these additional services.

Section 3. Maximum Annual Assessment. The maximum annual assessment for each Single-Family Detached Lot for the first assessment year shall be a maximum of \$255.00 per Lot owned by a Class A Member and \$63.75 per Lot owned by a Class B Member; provided, however that if the first assessment year shall have fewer than twelve months, the foregoing amounts shall be proportionately reduced. The maximum annual assessment for each Single-Family Attached Lot shall be set by Declarant in the Supplemental Declaration when these Lots are added to the Declaration pursuant to Section 2 of Article II. On the first day of the month following the one year anniversary of the commencement of annual assessments pursuant to Section 7 below, the regular annual assessment (prorated for the number of months remaining in such assessment year) may be increased by the Board to an amount equal to the previous year's annual assessments times the greater of (1) ten percent (10%) or (2) the annual percentage increase in the CPI for the most recent twelve (12) month period for which the CPI is available without a vote of the Members.

The Board shall fix the amount and due date of the regular annual assessment on a yearly basis at least thirty (30) days in advance of each assessment year. The Board may not impose a regular annual assessment which is more than ten percent (10%) greater than the regular assessment for the immediately preceding fiscal year without approval by the members entitled to no less than two-thirds (2/3) of the votes (apportioned to each Class of Lots) represented in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the entrances and landscaping easements and the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the members as provided in Section 3 of this Article.

Section 5. Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all Single-Family Detached Lots and at a uniform rate for all Single-Family Attached Lots except Declarant(s) shall be assessed at 25% of such assessments, and may be collected on an annual, bi-annual, quarterly or monthly basis, as determined by the Board.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence

of Members or of proxies entitled to cast sixty percent (60%) of the votes appurtenant to each Class of Lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments, Due Dates, Certificate of Payment. The annual assessments provided for herein shall commence of all lots subject to this Declaration on the day of the closing of the first lot to an owner other than a builder, and for new lots created thereafter on the first day of the month following the recording of a new map of the properties. Declarant shall be responsible for maintenance of easement areas and Common Elements, if any until such time. From the date on which the Annual Assessments commence on a Lot until the date on which the Lot is sold by the Declarant to a purchaser, the Developer shall be liable for Annual Assessments at a rate which is one-fourth of the rate otherwise payable except that Declarant shall not be liable for Annual Assessments on any Lots if the Association is operating without a deficit.

At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessments against each Lot for the next year and at least fifteen (15) days before January 1 shall send written notice of such fixed assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board. 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 Elements for which no assessment is being collected during the period of such postponement.

Section 8. Delinquent Assessments; Fines. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date shall be delinquent. The Board may require that any delinquent assessment bear a late charge to cover administrative expenses incurred as a result of the late payment of the assessment. Late charges on delinquent assessments and fines levied as provided in Article V, Section (d) shall not exceed the following rates computed on the outstanding balance, which shall include any late charges previously assessed and unpaid, from month to month:

(a) On so much of the outstanding balance as does not exceed one thousand dollars (\$1000), one and one-half percent (1.5%).

(b) If the outstanding balance is more than one thousand dollars (\$1,000) one percent (1%) on the excess over one thousand dollars (\$1,000) of the outstanding balance.

(c) If the late charge so computed is less than fifteen dollars (\$15) for any month, fifteen dollars (\$15) per month.

No charge may be imposed more than once each month for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. When an assessment is paid more than thirty (30) days after the due date of the assessment, late charges shall accrue from the first day following the due date of the assessment. The Association may bring legal action against the Owner personally obligated to pay a delinquent assessment or fine and, after Notice and Opportunity for Hearing, the Association may suspend a delinquent Owner's membership rights in the Association while the assessment or fine remains unpaid. In any legal action to enforce payment of an assessment or fine, the Association shall be entitled to recover interest, management collections costs, and reasonable attorney's fees.

Section 9. Assessment as Remedy. After Notice and Opportunity for Hearing, the Board, without the vote or written consent of members, may levy a special assessment against an Owner as a remedy to reimburse the Association for costs (including attorneys' fees) incurred in bringing the Owner, his Lot or his residence into compliance with the provisions of this Declaration, the Bylaws or the Rules and Regulations.

Section 10. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage, mortgages, first deed of trust, or deeds 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 assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust, or deeds of trust.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit 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 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 easements five feet in width along the front lot lines for sidewalk 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 and side lot lines, such easements may be established by the Declarant, except that if such further 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 easement 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. Declarant may release any easements it determines is not needed. 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. Additionally, Declarant reserves all Special Declarant Rights as defined in Article I.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control. After the initial construction of the dwelling on a Lot has been completed by Declarant, no construction, reconstruction, remodeling, alteration, roofing or addition to any structure, building, fence, wall drive or walkway, or exterior color change, including but not limited to siding, shutters and trim, shall be commenced or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made after completion of construction of said dwelling, unless and until the plans and specifications showing the nature, kind, shape, height, color, material and location of the same, with the exception of general maintenance necessary for the upkeep of the dwelling, 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 three (3) or more Members who have been appointed by the Declarant or by the Board. Prior to the formation of said Committee, Declarant shall have the responsibility of enforcing the restrictions set forth in this Article. Reference herein to the Architectural Control Committee shall mean the Declarant until such Committee is appointed. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after a homeowner obtains a signed receipt by the Association duly acknowledging said plans and specifications have been submitted to it, approval will not be required, and this Article will have been deemed to have been fully complied with. The Architectural Control Committee shall have the right to charge a reasonable fee for receiving such application in an amount not to exceed \$25.00. The Architectural Control Committee shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot or the Common Elements. These restrictions herein contained shall have no application to the development, improvement, maintenance and repair of the Project by Declarant, 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.

Section 2. Reconstruction of Residences. In the event of damage or destruction to a residence by fire or other casualty, the Owner shall within four (4) months diligently commence to reconstruct such residence as soon as reasonably possible and substantially in accordance with the original plans and specifications thereof, provided, however, that such residence shall be restored so that the exterior appearances thereof substantially resemble their appearances in form and in color prior to such damage or destruction. Notwithstanding the foregoing, however, any Owner of a damaged residence may request permission from the Board or duly authorized architectural control committee to

reconstruct or repair his residence in accordance with revisions in the plans and specifications. The Board or said committee shall grant such requests only in the event that the proposed change or deviation will materially benefit and enhance the entire Project in a manner generally consistent with the plan and development thereof.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Use. 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 Lot other than one detached single-family dwelling or one attached single-family dwelling, not to exceed two and one-half (2½) stories in height. The foregoing notwithstanding, it shall be permissible, only if approved by the Declarant or the board in advance, for Owners to conduct certain business or commercial activities within their residence which do not conflict with local zoning ordinance restrictions and regulations. No such activity shall be conducted which shall unduly burden traffic flows within the Property or cause the parking of non-resident vehicles upon the street for unreasonable or excessive periods of time. It shall be within the discretion of the Declarant or the Board to determine, on a case-by-case basis, which commercial and business activities will be compatible with the residential nature of the subdivision. This restriction shall not apply to model homes, sales trailers, construction trailers used by Declarant and its agents and contractors in the conduct of their business for completion of sales.

Section 2. Buffers. A 35' minimum buffer shall be maintained between Harrison Park and The Oaks subdivision. At the creek this buffer shall begin at the top of the creek bank. There shall be a 30' buffer along both sides of the Waxhaw Parkway. All 16" caliper trees or larger if removed would need to be replaced at a 1:1 ratio for disturbed areas within the buffer.

Section 3. Wetlands and Open Waters/Streams. Harrison Park is subject to regulatory wetlands and open waters or jurisdictional streams. Any subsequent fill or alteration to any lot which has wetlands or jurisdictional streams shall conform to the requirements of the state wetland rules adopted by the State of North Carolina. The intent of this provision is to prevent additional wetland fill, so the property owner should not assume that a future application for fill would be approved. The intent is to ensure continued compliance with wetland rules adopted by the State of North Carolina and, therefore, benefits may be enforced by the State of North Carolina. Before making any alteration to any lot which has wetlands or jurisdictional streams contact the NC

DENR/Division of Water Quality, Wetlands Unit, 1621 Mail Service Center, Raleigh, NC 27699-1621.

Section 4. Impervious Area Restrictions. All Lots in Harrison Park are subject to impervious area restrictions. All Lots in Harrison Park are regulated by the North Carolina Division of Water Quality General Certification for Nationwide Permit #39, which limits any future improvements that create additional impervious area on any of the Lots. All Owners of Lots shall not be able to alter or add any structure or ground cover to a lot which prevents the absorption of surface water into the soil of the Lot. This shall include any structure or ground cover consisting of asphalt, concrete, stone, brick, terrazzo, roofing, ceramic tile or any other natural or manmade material that prevents the absorption of surface water into the soil of a Lot. These impervious area restrictions apply only to alterations and additions after the Owner has purchased the Lot from the Declarant and Declarant is not subject to these impervious area restrictions in the initial construction of the house and improvements on a Lot or at any other time.

Section 5. 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 lines 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 the Town of Waxhaw or the Union County 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 6. Exterior Dwelling Requirements. All dwellings on a Lot shall have exterior treatments of brick or vinyl siding. All single-family detached houses on Single-Family Detached Lots shall have masonry (brick) as a part of the front elevation of the house. All houses constructed on a Lot which are built on a slab foundation shall have a four course brick masonry veneer skirt extending up the face of the front elevation of the slab. On all Lots, the wall of the architectural front of a residential structure shall not run unarticulated for a distance greater than twenty-four (24) linear feet. Roofs must have a minimum of a 6 to 12 pitch.

Section 7. Unlawful Activity. No unlawful activity shall be conducted on any Lot or in any other part of the Property. Nothing shall be done within the Project that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Project, or that unreasonably interferes with the quiet enjoyment of occupants of the Lots.

Section 8. Parking. No boat, trailer, recreational vehicles, camper, camper truck or commercial vehicle shall be parked, stored or left (a) on any part of the Common Elements, (b) in any driveway or (c) on any other part of a Lot unless the same are fully enclosed within the garage, if any exists or on the parking pad if no garage exists, located on the Lot. Any automobile, motorcycle or truck shall be parked, stored or left wholly within the garage, if any exists or on the parking pad if no garage exists, located upon the Lot, except to the extent a garage, if any, is already occupied to capacity, in which case such vehicle may be parked temporarily in the driveway but no more than 24 consecutive hours. 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 prior to completion of sales. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living or dwelling area within the Project. No unlicensed or inoperable vehicles will be allowed to remain on any lot outside an enclosed garage, if any exists. If no garage exists then the aforementioned is expressly prohibited. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway within the Project, except in the case of emergency and except as may be permitted by the Rules and Regulations.

Section 9. Signs and Curtains. No Owner shall place on or about any window any metallic foil or other coating, substance or material which similarly acts as a reflector of light nor shall an Owner place newspapers or bed sheets in any window. No Owner shall display, hang, store or use any signs outside of a dwelling on any Lot or in any dwelling so as to visible from outside the Lot, other than as may be permitted by the Rules and Regulations. Notwithstanding the foregoing, one sign of customary and reasonable dimensions, conforming to such reasonable standard as may be adopted by the Board, advertising a Lot for sale or rent may be placed by the Owner on his Lot in such manner that it will be visible from outside the Lot. The prohibitions in this section shall not apply to Declarant or its agents, who may erect such signs as Declarant deems desirable to promote the sale of Lots.

Section 10. Antennas. Except as may be permitted by the Architectural Control Committee, no Owner shall construct, install, erect or maintain any television or radio pole, antenna, aerial, receiving or sending signal including, but not limited to ham radios,

satellite dish, tower or support thereof upon any Lot or improvement thereon. Satellite dishes may not exceed 24" in diameter and must be screened from view of the public walking by such Lot

Section 11. Laundry. No laundry or wash shall be dried or hung upon the exterior of any Lot or any place visible within the Project from outside such Lot.

Section 12. Fences for Single-Family Detached Lots. The following fence restrictions only apply to Single-Family Detached Lots. No fence or wall shall be erected on any Single-Family Detached Lot closer to the street than the rear corner of the house, the side street setback or twenty (20) feet from the front of the house, except for temporary decorative fencing installed by the builder on a model home. Privacy fencing around patios, decks or pools may not exceed six (6) feet in height. Privacy fencing, shall not have more than 80 % 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. Chain link fencing is expressly prohibited, except that 2" x 4" mesh may be used with split rail fencing or picket fence, not to exceed four (4) feet in height, to contain animals within the yard. 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. All fence types are to be constructed either of wood or vinyl. No fence is to be constructed without prior approval of the architectural review committee. Notwithstanding anything contained herein, Declarant shall have the right to install decorative chain link fencing on any portion of the Common Elements.

Section 13. Pets.

(a) No animals shall be raised, bred or kept on any Lot or the Common Elements, 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 total number of household pets generally considered to be outdoor pets, such as dogs, cats, et cetera, shall not exceed three (3) in number except for newborn offspring of such household pets which are under six (6) months of age. No animal shall be allowed if such animal constitutes an unreasonable annoyance, inconvenience or nuisance to any other Owner. If the Board receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board shall afford the Owner of such animal Notice and Opportunity for Hearing, and if the Board finds that such animal; constitutes an unreasonable annoyance,

inconvenience or nuisance, the Board may require that such animal be removed from the Project.

(b) The Board may adopt Rules and Regulations concerning animals which are more restrictive than the provisions of this Declaration, including rules requiring that all animals be kept on a leash when in the Common Elements and that animals be restricted to designated areas within the Common Elements and that Owners are responsible for cleaning up any mess that a pet creates within the Common Elements. The Board may adopt a rule prohibiting certain pets, which is more restrictive than the provisions of this Declaration, except that such rule shall not apply to animals residing in the Project at the time such rule is adopted. In any event, the Board at any time may require that any animal found to be an unreasonable annoyance, inconvenience or nuisance be moved as provided in paragraph (a) above.

Section 14. Trash and Vegetation. No trash, rubbish, garbage or other waste material shall be kept or permitted upon any Lot or the Common Elements, except in sanitary containers located in an appropriate area screened from view. No weeds, vegetation, rubbish, debris, garbage, waste materials or materials of any kind whatsoever shall be placed or permitted to accumulate on any Lot or any portion of the Project which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any property in such vicinity. Grass, hedges, shrubs, vines and mass planting of any type on any Lot or any portion of the Project shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to appear neat and attractive. Trees, shrubs, vines and plants which die shall be promptly removed.

Section 15. Nuisance. No noxious or offensive activity shall be carried on in or upon any Lot or the Common Elements nor shall anything be done thereon which may be or become an unreasonable annoyance, inconvenience or nuisance to the residents of the Project or unreasonably interferes with the quiet enjoyment of occupants of Lots. No Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any other residence or any part of the Common Elements or which would be in violation of any law.

Section 16. Dwelling Size. The minimal heated square footage of a dwelling on a Single-Family Detached Lot may not be less than one thousand four hundred fifty (1,450) square feet of improved heated living area. Houses on a Single-Family Detached Lot shall have a minimum of one car garage. Driveways shall be concrete from the street to the garage. Two car garages shall be wide enough at their widest point to be able to accommodate two cars side by side.

Section 17. Metal Garages, Carports, Buildings, Accessory Structures and Pools.

No metal carport, metal garage, metal building or metal accessory structure of any kind shall be permitted on any Lot or attached to any residence building located on the Lot. All accessory buildings and/or structures must be constructed with similar materials and painted the same color as the dwelling. No above ground pools or in ground pools may be constructed, placed or permitted to remain on any lot.

Section 18. Maintenance of Lot. Each owner of a Single-Family Detached Lot shall keep his Single-Family Detached Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing or caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks or other exterior improvements. The owner of each Single-Family Detached Lot shall maintain the grounds and improvements situated on the Single-Family Detached Lot, including but not limited to plantings, landscaping and lawns at all times in a neat and attractive manner. No Single-Family Detached 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 Single-Family Detached Lot outside an enclosed structure, provided however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. This Section can be amended and supplemented in a subsequent Supplemental Declaration for Single-Family Attached Lots.

Section 19. Recutting Lots. No Lot shall be recut so as to face in any direction other than as is shown on the recorded plat nor shall it be recut so as to make any building site smaller than is provided for herein. This provision is not intended to prevent cutting off a small portion or portions of any Lot for the purpose of conveying the same to an adjoining property owner or straightening a boundary line. However, the remaining portion of the Lot must not violate the minimum size requirements of any zoning regulations.

Section 20. Mailboxes. Mailboxes installed by the Declarant must remain in place. Any repairs or replacement of mailboxes must be of equal size, color, design and materials.

Section 21. Sports Equipment. No permanent basketball goals will be allowed to be constructed or maintained on any Lot. Temporary basketball goals will be permitted but must be stored out of sight when not in use.

ARTICLE X
INSURANCE

Section 1. Authority to Purchase Insurance.

(a) The Association shall have the duty and authority to maintain insurance coverage on the Common Elements (except title insurance) in an amount not less than the full insurable value thereof (based upon current replacement cost), and liability insurance with limits in and amounts adequate, under standards in the insurance industry existing from time to time, to protect the Association and the Owners in the event of property damage, personal injury or death occurring in or about the Project. The Board shall have the authority to settle or enforce on behalf of the Association and on behalf of the Owners, by legal action or otherwise, any claim arising under any insurance carried by the Association.

(b) Each Owner shall maintain a casualty and personal liability insurance pertaining to his Lot, in such form and in such amounts as the Rules and Regulations may require.

(c) All policies of insurance carried by the Association or the Owners shall include a waiver of subrogation if such waiver can be obtained, unless otherwise provided in the Rules and Regulations.

Section 2. Proceeds of Insurance. All insurance policies purchased by the Association shall be for the benefit of the Association, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. Proceeds payable on account of damage to the Common Elements shall be held by the Association to repair or rebuild the Common Elements. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications. If the property is not rebuilt, then the funds shall be held by the Association and applied to its general expenses.

ARTICLE XI

INDEMNIFICATION OF OFFICERS, DIRECTORS AND REGISTERED AGENT

The Association shall indemnify any and all persons who may serve or whom have served at any time as directors, officers or as a registered agent of the Association against any and all expenses, including amounts paid upon judgments, counsel fees and amounts

paid in settlement (before or after suit 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, officers or registered agents or a director, an officer, or a registered agent of the Association, except in matters as to which any such director, officer, or registered agent or former director, officer, registered agent or personnel shall be adjudged in an action, suit, or proceeding guilty of willful and intentional negligence or intentional 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 approves such settlement and reimbursement as being in the best interest of the Association.

The provisions herein shall be in addition to and not exclusive of any and all other rights to which any director, officer or registered agent may otherwise be entitled under any law, bylaw, agreement, vote of the Members or otherwise. In the event of death of any officer, director or registered agent, 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, officers or registered agents 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 Bylaw.

ARTICLE XII

MORTGAGEE PROTECTION

Section 1. Interpretation. In the event any provision of this Article 12 is inconsistent with or contrary to any other provision of this Declaration the Provisions of this Article 12 shall control.

Section 2. Notices. Any Mortgagee of any Lot, by written notice to the Association setting forth the Lot encumbered, the Owner thereof and the address to which notices may be sent, may request and thereby be entitled to receive written notice from the Association of (i) any default which is outstanding for sixty (60) days or longer by the Owner of such Lot in performance of his obligations under or in compliance with the provisions of this Declaration, the Bylaws or the Rules and Regulations, (ii) any substantial damage to or destruction of the Common Elements, including the improvements located thereon, or, if known to the Association, any substantial damage to or destruction of a Lot, including the improvements located thereon, and (iii) any proposed or threatened taking by power of eminent domain of the Common Elements or any portion thereof or any Lot

or portion thereof.

Section 3. Mortgagee's Right to Information. Upon written request to the Association, a Mortgagee is entitled to: (1) inspect the books and records of the Association during normal business hours; and (2) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Project; and (3) receive written notice of all meetings of the Association and to designate a representative to attend all such meetings.

Section 4. Damage and Destruction Rights. In the event of substantial damage to or destruction of any Lot or improvements to a Lot or any part of the Common Elements no provision of any document establishing the project shall entitle the Owner of a Lot or other party to priority over such Mortgagee with respect to the distribution to such Owner of any insurance proceeds.

Section 5. Condemnation Rights. If any Lot or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation proceedings or is otherwise sought to be acquired by a condemning authority, no provision of any document establishing the Project shall entitle the Owner of a Lot or other party to priority over such Mortgagee with respect to the distribution to such Owner of the proceeds of any award or settlement.

Section 6. Right of First Refusal. Any right given by an Owner of a Lot to any third person to purchase such Lot before it is offered for sale or sold to any other person (such right commonly known as a "right of first refusal") shall not be binding upon or enforceable against any Mortgagee acquiring such Lot pursuant to exercise of remedies provided for in the Mortgage, including foreclosure by judicial action or exercise of a power of sale, or by acceptance of a deed of assignment in lieu of foreclosure.

Section 7. Subordination. No provisions contained in this Declaration shall defeat or render invalid the lien of any Mortgage which is made in good faith and for value. The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage recorded prior to the date any such assessments becomes due. This subordination shall apply only to assessments on a Lot which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or exercise of power of sale. Any Mortgagee who acquires title to or comes into possession of a Lot pursuant to exercise of remedies provided for in the Mortgage, including foreclosure by judicial action or exercise of a power of sale, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against the Lot which have accrued prior to the time such Mortgagee or purchaser acquires title to or comes into possession of the

Lot; provided, however, this exception shall not be applicable to any claim for assessments or charges levied by the Association against all Lots for the purpose of recovering any revenue lost by reason of the nonpayment of past due assessments upon such Lot; and provided further, that except as otherwise provided in this section, all of the limitations, restrictions, covenants, conditions, easements, liens, charges, assessments, and equitable servitudes contained herein shall be binding upon any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise. Except as provided above, the sale, transfer or conveyance of title to a Lot shall not relieve a selling Owner from personal liability for any assessments which became due and payable prior to such sale, transfer or conveyance, nor relieve such Lot from a duly recorded lien for any such prior unpaid assessment.

Section 8. Payments by Mortgagees. Any Mortgagee, after at least ten (10) days' prior written notification to the Association of the items to be paid and the failure of the Association within such time to make payment, may pay, alone or in conjunction with other Mortgagees, delinquent taxes, liens or assessments which may be or become a charge against the Common Elements, or any portion thereof, and any overdue premiums on policies of fire and extended coverage insurance for the Common Elements and in the event of a lapse of such a policy of insurance, may pay premiums to secure a new policy. In the event such payments are made, the Mortgagee making such payment shall be entitled to immediate reimbursement from the Association to the extent of the payment made.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Covenants Running with the Land. All provisions of this Declaration shall be construed to be covenants running with land, and with every part thereof and interest therein, and every Owner or any other person or legal entity claiming an interest in any Lot, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

Section 2. Duration. The covenants, conditions and restrictions of this Declaration shall be binding for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive and additional periods of ten (10) years each.

Section 3. Amendment. This Declaration may be amended by an instrument signed by Owners of Lots to which at least two-thirds (2/3) of the votes in the Association are allocated and may be terminated by an instrument signed by Owners of Lots to which at least eighty percent (80%) of the votes of the Association have been allocated. Any such

amendment or termination shall not effective until an instrument evidencing such change has been filed of record in the Union County Public Registry.

Section 4. Enforcement. The failure of any Owner to comply with the provisions of this Declaration, the Bylaws or the Articles shall entitle the Association, any Owner, or any of them, to maintain an action for the recovery of damages or injunctive relief or both, and such persons or entities, or any of them, shall have the right to enforce all limitations, restrictions, covenants, conditions, easements, liens, charges, assessments and equitable servitudes imposed by or pursuant to the provisions of this Declaration. Failure to enforce the provisions of this Declaration shall not be deemed a waiver of the right to do so thereafter. All remedies provided in this Declaration shall be cumulative and in addition to any other remedies available under law.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

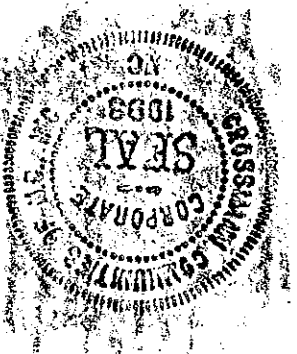
Section 6. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA insured mortgage loans, then as long as any Class B Lot exists, as provided for in Article 4 hereof, the following actions will require the prior approval of the Federal Housing Administration of the Department of Veterans Affairs: annexation of additional properties, other than as provided in Article II hereof, deeding of Common Elements to persons other than the Association and amendment of this Declaration of Covenants, Conditions and Restrictions.

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

CROSSMANN COMMUNITIES OF NORTH
CAROLINA, INC.

By: 
Vice President

VP



STATE OF NORTH CAROLINA
COUNTY OF UNION

I, Jessica S. Craig, a Notary Public of the county and state
aforesaid, certify that Thomas B. Cross personally came before me
this day acknowledged that (s)he is Vice President of Crossmann
Communities of North Carolina, Inc., a North Carolina corporation, and that by authority
duly given and as an act of the corporation, the foregoing instrument was signed in its
name by its Vice President.

Witness my hand and official seal, this 11th day of October,
2002.

My Commission Expires:
08-29-2005

Jessica S. Craig
Notary Public



NORTH CAROLINA-UNION COUNTY
The foregoing certificate of
Jessica S. Craig

Notary (if ~~is~~) Public
to be correct. Not certified

JUDY G. PRICE: REGISTER OF DEEDS
BY Jessica S. Craig
SUBDEPT.

EXHIBIT "A"**TRACT NO. 1:**

BEGINNING at the southeastern corner of a 28.99 acre tract previously conveyed by the Grantors to the Grantee, said point being in a line of Donald W. Helms and wife, Trudy Helms (Decd Book 466, Page 112) and runs thence with lines of said 28.99 acre tract North 02-15-51 East 209.89 feet, North 06-25-09 East 53.56 feet, North 24-47-55 East 136.31 feet, North 51-17-55 West 57.29 feet, North 35-41-39 East 124.20 feet, North 85-17-03 East 78.05 feet, North 35-41-39 East 146.41 feet, South 82-00-32 East 156.73 feet, South 61-54-26 East 65.09 feet, South 87-50-06 East 145.09 feet, North 02-15-51 East 51.14 feet, South 79-57-08 East 374.36 feet to the easterly most corner of that 28.99 acre tract; thence South 14-38-02 East 65.17 feet, South 20-03-11 East 183.26 feet, North 50-31-52 East 14.75 feet to a sanitary sewer manhole; thence South 14-41-57 East 301.69 feet; thence South 11-19-24 East 138.00 feet to an iron pin; thence North 85-52-45 West 474.99 feet; thence North 86-09-18 West 99.43 feet; thence North 86-11-13 West 198.66 feet; thence North 86-49-51 West 198.92 feet; thence North 86-59-23 West 200.42 feet; thence North 86-55-19 West 15.09 feet to the point of beginning and containing 15.42 acres.

TRACT NO. 2:

BEGINNING at an iron in a line of the 28.99 acre tract previously conveyed by the Grantors to the Grantee, said point being the southwestern corner of Lot 133 of Oaks On Providence, Phase III Subdivision as shown on plat recorded in Plat Cabinet F, file 359 and runs thence South 84-43-02 West 217.24 feet; thence South 75-25-59 West 541.05 feet to an iron; thence North 01-26-22 West 713.68 feet to a corner of Lot 68 of Oaks On Providence, Phase II and indicated by an iron stake in the preceding line at 17.87 feet; thence with lines of said Oaks On Providence Subdivision South 69-33-40 East 45.67 feet; South 60-26-41 East 42.52 feet, South 87-17-20 East 53.78 feet, North 40-50-20 East 48.11 feet, North 71-01-11 East 74.90 feet, South 68-38-47 East 102.37 feet, South 11-54-26 East 39.34 feet, North 77-52-27 East 29.01 feet, South 41-18-19 East 36.23 feet, South 00-51-14 East 38.42 feet, South 33-22-00 East 37.47 feet, South 41-14-39 East 21.20 feet, South 03-02-26 East 37.20 feet, South 29-31-36 East 47.05 feet, South 33-39-02 East 79.94 feet, South 42-39-51 East 100.63 feet, South 33-58-26 East 29.95 feet, South 65-56-45 East 20.72 feet, North 81-42-41 East 40.29 feet, South 62-52-53 East 109.87 feet, South 30-41-35 East 56.21 feet, South 09-17-09 West 52.31 feet to the point of beginning and containing 7.63 acres.

The above two tracts were surveyed by Fisher, Shetter, Inc., N.C.R.L.S., November 3, 1999. For reference see Estate File 69-E-189 in the Office of the Clerk of the Superior Court for Union County.

TRACT NO. 3:

BEGINNING at the northwestern corner of the Donald W. Helms, et ux property (Deed Book 254, Page 179) and runs thence with several tracts of Helms South 87-55-56 East 151.31 feet, South 89-44-03 East 100.17 feet, South 86-55-19 East 85.06 feet to an iron, thence North 02-15-51 East 209.89 feet to an iron; thence North 06-25-09 East 53.56 feet; thence North 24-47-55 East 136.31 feet; thence North 51-17-55 West 57.29 feet; thence North 35-41-39 East 124.20 feet; thence North 85-17-03 East 78.05 feet; thence North 35-41-39 East 146.41 feet; thence South 82-01-32 East 156.73 feet; thence South 61-54-26 East 65.09 feet; thence South 87-50-06 East 145.09 feet; thence North 02-15-51 East 51.14 feet; thence South 79-57-08 East 374.36 feet to a point in a branch, a line of Elizabeth R. Howie, Lester H. Howie and James H. Howie (Estate File 69E, Page 189), thence with the center line of a branch North 14-38-02 West 20.23 feet, North 17-10-27 West 19.26 feet, North 08-52-00 West 14.63 feet, North 16-56-37 East 12.28 feet, North 67-08-04 West 13.82 feet, North 15-51-10 West 91.26 feet, North 06-57-41 West 20.21 feet, North 42-52-35 West 17.64 feet, North 14-27-43 West 59.40 feet, North 26-24-31 West 86.27 feet, North 61-59-06 West 21.36 feet, North 26-07-50 West 54.50 feet, North 68-35-00 West 30.95 feet, North 43-00-14 West 23.27 feet, North 08-52-16 East 41.64 feet, North 42-00-57 West 15.64 feet, North 74-25-50 West 20.60 feet, South 86-47-58 West 35.68 feet, North 06-26-49 West 62.77 feet, North 12-01-34 West 48.08 feet, North 24-55-03 East 36.28 feet, North 50-18-35 East 23.02 feet, North 26-44-12 East 39.21 feet, North 03-29-33 West 24.46 feet, North 23-27-39 West 32.71 feet, North 02-36-57 West 47.50 feet, North 18-01-16 West 107.96 feet, North 62-25-28 West 18.18 feet, North 12-43-03 West 32.47 feet, North 61-48-44 West 39.42 feet, North 38-29-42 West 60.96 feet, North 44-44-54 East 52.84 feet, North 26-21-22 East 18.27 feet, North 16-05-31 West 59.33 feet, North 22-29-48 East 12.38 feet, North 19-32-52 West 39.97 feet, North 51-04-14 West 52.77 feet, North 61-46-04 West 46.85 feet, North 55-46-37 West 73.98 feet, South 72-56-34 West 60.71 feet, South 53-52-20 West 111.49 feet, South 65-53-37 West 27.56 feet, South 32-16-27 West 33.77 feet, South 60-49-02 West 18.56 feet, South 32-25-46 West 23.49 feet, South 71-01-07 West 14.57 feet, North 89-55-29 West 19.38 feet, South 57-53-20 West 68.15 feet, South 45-24-17 West 67.70 feet, South 83-32-06 West 96.54 feet; thence leaving the said branch South 84-43-02 West 217.24 feet to an iron; thence South 05-55-20 West 1531.33 feet to the point of beginning and containing 28.99 acres as surveyed by Fisher-Sherer, Inc., Engineering & Surveying, November 3, 1999.

TRACT NO. 4:

BEING all of Lot #30 of Wisackola Park as shown on plat recorded in Plat Book 6 at Page 145 in the Union County Public Registry.

TRACT NO. 5:

All property within a $\frac{1}{4}$ mile radius of Tracts Nos. 1 - 4 described above.

BK 3098 PG 751

Filed for record
Date 6-12-2003
Time 4:22 o'clock PM
JUDY G. PRICE, Registrar of Deeds
Union County, Maroon, North Carolina

27479

Horack Talley

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HARRISON PARK**

THIS SUPPLEMENTAL DECLARATION, made as of this 6th day of June, 2003, by CROSSMANN COMMUNITIES OF NORTH CAROLINA, INC., a North Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the only owner of lots in Harrison Park Map 3 as shown on map recorded in Plat Cabinet H at File 299 in the Union County Public Registry (hereinafter referred to as the "Map 3 Lots"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Harrison Park dated October 7, 2002 was recorded on October 10, 2002 in Book 1940 at Page 599 in the Union County Public Registry (hereinafter referred to as the "Declaration"); and

WHEREAS, the Map 3 Lots are Single-Family Attached Lots as defined in the Declaration; and

WHEREAS, Article II, Section 2 of the Declaration provides that Declarant may subject additional property as described on Exhibit A attached to the Declaration to the terms, provisions, benefits, agreements, restrictions, covenants and obligations of the Declaration subject to any amendments or additional terms, provisions, benefits, agreements, restrictions, covenants and obligations which will apply to this additional property; and

DRAWN BY AND MAIL TO:

H. David Powell, Esq.
Horack Talley Pharr & Lowndes, P.A.
301 South College Street, Ste. 2600
Charlotte, North Carolina 28202-6038
HTPL:177611.1

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WHEREAS, the Map 3 Lots are a portion of the property described on Exhibit A attached to the Declaration; and

WHEREAS, Declarant desires to incorporate the aforesaid Map 3 Lots within the property subject to the aforesaid Declaration and Declarant has deemed it advisable to place and impose additional and amended terms, provisions, benefits, agreements, restrictions, covenants and obligations that will apply only to such additional property for the benefit of Declarant, its successors and assigns and all subsequent owners of any of the Map 3 Lots.

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration, Declarant does hereby subject the Map 3 Lots to the Declaration to the end that the Map 3 Lots shall be within the scheme of said Declaration to the further end that all present and future owners of Map 3 Lots shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out, and do hereby place and impose on the Map 3 Lots the following additional and amended benefits, agreements, restrictions, covenants and obligations:

1. Fence Restrictions for all Map 3 Lots. The erection of any fence or any wall of any kind is expressly prohibited on all Map 3 Lots, except for the temporary decorative fencing installed by the Declarant on a model home or the fencing material used by the Declarant to attach the Map 3 Lots. Notwithstanding anything contained herein, Declarant shall have the right to install decorative chain link fencing on any portion of the Common Elements.
2. Dwelling Size. On the Map 3 Lots, the minimal heated square footage of a dwelling may not be less than 900 square feet of improved heated living area, and garages are not a requirement for the Map 3 Lots.
3. Maintenance of Map 3 Lots. Each Owner of a Map 3 Lot shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. Such maintenance may include, but shall not be limited to, painting, repairing, replacing or caring for roofs, gutters, downspouts, building surfaces, walks or other exterior improvements. The Association shall maintain the lawn and private open space for each Map 3 Lot, including planting, landscaping and lawns, at all times in a neat and attractive manner. Additionally, the Association shall maintain and repair the fencing material which attaches to the Map 3 Lots. No Map 3 Lot shall be used by the Owner 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 Map 3 Lot outside an enclosed structure, provided, however,

BK 3098 PG 753

that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by a governmental or other similar garbage and trash removal units.

4. Assessments. The extra expense for the Association's services to the Map 3 Lots shall be reflected in the annual assessments for the Map 3 Lots. The maximum annual assessment for each Map 3 Lot for the first assessment year shall be a maximum of \$471.00 per Lot owned by a Class A Member and \$117.75 per Lot owned by a Class B Member; provided, however, that if the first assessment year shall have fewer than 12 months, the foregoing amounts shall be proportionately reduced.

5. Easements to Association. Easements for ingress, egress and regress over the Map 3 Lots are hereby granted to the Association and its agents in order that it may carry out its maintenance responsibilities set forth above for the Map 3 Lots.

6. Exterior Dwelling Requirements. All houses on a Map 3 Lot shall have exterior treatments of brick or vinyl siding. All houses constructed on a Map 3 Lot which are built on a slab foundation shall have a four (4) course brick masonry veneer skirt extending up the face of the front elevation of the slab. On all Map 3 Lots, the wall of the architectural front of a residential structure shall not run unarticulated for a distance greater than twenty-four (24) linear feet. All houses on Map 3 Lots shall have a roof that must have a minimum pitch of 6 to 12 pitch.

7. Defined Terms. The words used in this Supplemental Declaration shall have the same meaning as set forth in the Declaration, unless the content shall otherwise prohibit.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed as of the day and year first above written.

CROSSMAN COMMUNITIES OF
NORTH CAROLINA, INC.

By: _____

Curt Hathaway,

President Charlotte, NC