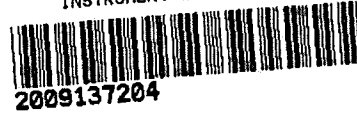


FOR REGISTRATION J. DAVID GRANBERRY
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2009 SEP 30 11:45:14 AM
BK: 25117 PG: 933-938 FEE: \$26.00

INSTRUMENT # 2009137204



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

PREPARED BY AND RETURN TO:
Griffin, Brunson & Wood, LLP
301 South McDowell Street, Suite 320
Charlotte, NC 28204

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Lots 1, 2, 3 and 4 of ALEXANDER BRACK (as may be amended or supplemented as set forth herein, "Declaration") is made this ___ day of September, 2009 by J. Kenneth Dowd, Jr. and Linda M. Dowd their heirs, successors and assigns (the "Declarant").

WITNESSETH:

- A. Declarant is the owner of certain real estate in Mecklenburg County, North Carolina, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and
- B. the Property has been subdivided into four "Lots" that are part of the ALEXANDER BRACK subdivision and are to be used for residential purposes; and
- C. Declarant wishes to place restrictions on the Property

THEREFORE, the Declarant hereby declares that all of the Lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of said Lots. All of these restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable in and to the Property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any of the Property.

ARTICLE I: RESTRICTIONS

Section 1.1 Subdivision of Property. Prior to any portion of the Property or Lots being further subdivided or reconfigured, the Owner(s) must obtain written consent from the Declarant.

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Section 1.2 Construction and Architectural Review by Declarant. The Property shall be used for residential purposed only and no building shall be erected or placed on the Property except a single family dwelling. An Owner of the Property or Lot(s) must obtain prior written approval from Declarant of all plans in accordance with this Section 1.2 before grading begins on said Property or Lot. No dwelling structure, building, fence, sidewalk, drive, mailbox, or other structure, or improvement or anything attached thereto visible from the outside of the structure or improvement (including, without limitation, storm doors, windows, drapes or window coverings) shall be erected, placed, altered, or maintained within the Property until the construction plans, a plot plan and specifications showing, among other details, the external appearance (including color and materials) and the proposed location of the building, fence, wall, structure or accessory feature on the Property have been approved in writing by the Declarant. The areas over which approval shall be required shall include, but shall not be limited to, the size and plan of the principal residential structure, the location of the principal residential structure on the lot, the size and plan of the attached or detached garage, the location, elevation, materials, and manner of construction of any driveway, walk, swimming pool, utility building, patio, fence, or other exterior improvement, the composition and color of all materials used for any fence or on the exterior of any structure, including brick selection, roof color and material, exterior color and brand name of paint with color samples of paint, detailed landscape plans including location and type of any shrubbery.

Section 1.2.1. Declarant shall have fifteen (15) days after receipt of such plans and specifications for proposed construction to accept or reject the same in whole or in part. If neither acceptance nor rejection has been made in writing within fifteen (15) days, then the plans and specifications shall be deemed to be approved as submitted automatically.

Section 1.2.2 Refusal of approval of plans, location or specification by said Declarant may be based upon any reasonable ground, including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the discretion of said Declarant shall deem sufficient. After approval by the Declarant is given, no alterations may be made in such plans except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Declarant for its records.

Section 1.3 Maintenance Obligation of the Lot Owners. The responsibilities of each Lot Owner shall include:

1.3.1 To clean, maintain, keep in good order, repair and replace at his or her expense all portions of his or her Lot and Dwelling Unit. Any repair, replacement and maintenance work to be done by an Owner must be in architectural and visual harmony with the plans previously approved by Declarant.

1.3.2 Not to paint or otherwise alter, decorate or change the appearance of any exterior portion of his Dwelling Unit, without the written consent of the Declarant.

1.3.3 No vehicles of any type may be parked in the front yard of a home on any lot other than in the driveway area. Any trailer coach, house trailer, mobile home, automobile trailer, motorcycle, camp car, recreational vehicle, camper, truck which exceeds 3/4 ton, boat, boat trailer, or any vehicle with letters or other markings over four inches tall or wide, or any other similar vehicle (collectively, "Special Vehicles"), must be parked in the garage of the Owner and the garage door of such must completely closed at all times when a Special Vehicle is parked therein. Vehicles, whether owned by a Lot Owner or not, parked in violation of any part of this Declaration, shall be towed away and stored at the Owner's risk and expense. By parking on the Property, the Owner of the vehicle or other vehicle user hereby waives any claim against the Declarant resulting directly or indirectly out of the towing, unless the towing can be shown

beyond a reasonable doubt to have been done maliciously by the Declarant. Note that the Declarant is not obliged to try to determine the owner of a vehicle and first give notice, before towing the vehicle.

1.3.4 No sign or bulletin boards of any descriptions shall be displayed on any lot with the exception of signs "For Rent" or "For Sale", which signs shall not exceed two by three feet in size. No other sign that is visible from the outside may be placed on any part of the Property except as expressly permitted by the Declarant. Declarant shall have the right to immediately remove and dispose of those items in violation of this Declaration.

1.3.5 Each Lot shall be used only for residential purposes. To the extent permitted by law, an Owner may use a portion of his or her Dwelling Unit for an office or studio (other than a music and/or dance studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Subdivision or in and out of said Owner's Lot.

ARTICLE II: ENFORCEMENT

Section 2.1 **Enforcement.**

2.1.1 The Declarant or any Lot Owner may enforce these covenants, conditions and restrictions. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate ("Violating Party") any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants. In addition to all other amounts due on account of said violation or attempted violation, the Violating Party shall be liable to the parties enforcing the covenants and/or restrictions of this Declaration (the "Enforcing Parties") for all reasonable attorney's fees and court costs incurred by the Enforcing Parties. Failure or forbearance to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any lawsuit filed to enforce this Declaration by injunction or restraint, there shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants, conditions or restrictions cannot be adequately remedied by action at law or by recovery of damages.

2.1.2 In addition to the above rights, the Declarant may also enter upon a Lot or any land upon which a violation exists to remove any violation, perform maintenance or make repairs thereon which is the responsibility of a Lot Owner who has failed to remove said violation or to perform such maintenance or make such repairs (i) after having given such owner at least ten (10) days prior notice, or (ii) without giving notice in the event of an emergency.

Section 2.2 **Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

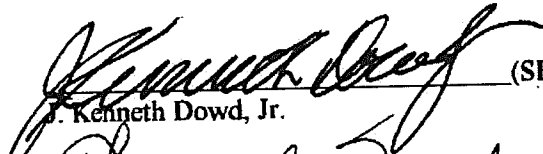
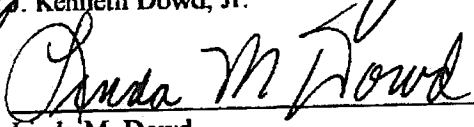
Section 2.3 **Restrictions Run With Land.** The easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Dwelling Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 2.4 Binding Determination. In the event of any dispute or disagreement with or between any Owner(s) relating to, or of any other disputes, disagreements or questions regarding, the interpretation or application of the provisions of this Declaration or, the determination thereof by Declarant shall be final and binding on each and all such Owners; providing that any determination which directly or indirectly affects Declarant shall require Declarant's prior consent to become binding upon Declarant.

Section 2.5 Notices. Except as otherwise provided in this Declaration, any notice to any Owner under this Declaration shall be in writing, shall be effective on the earlier of (i) the date when received by such Owner, or (ii) the date which is three days after mailing (postage prepaid) to the last address of such Owner set forth in the books of the Association. The address of an Owner shall be at his Lot (or any of them if more than one) unless otherwise specified in writing to the Association. The Articles and Bylaws shall specify the permissible manner of giving notice for voting and all other Association matters for which the manner of giving notice is not prescribed in this Declaration.

Section 2.6 Governing Law. This Declaration shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of North Carolina, and suit to enforce any provision hereof or to obtain any remedy with respect hereto shall be brought in state court in Mecklenburg County, and for this purpose each Owner by becoming such hereby expressly and irrevocably consents to the jurisdiction of said court.

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

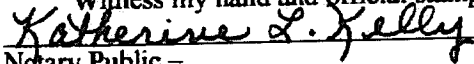
 (SEAL)
J. Kenneth Dowd, Jr.
 (SEAL)
Linda M. Dowd

STATE OF NORTH CAROLINA,

MECKLENBURG COUNTY SS:

I, Katherine L. Kelly a Notary Public for Mecklenburg County and State of North Carolina, hereby certify that J. Kenneth Dowd and Linda M. Dowd personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. I certify that the Signatory personally appeared before me this day and that I have seen satisfactory evidence of the Signatory's identity by a current state or federal identification with the Signatory's photograph in the form of a current driver's license. The Signatory acknowledged to me that they/he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the 25th day of September, 2009.


Notary Public -
My Commission Expires: 9-19-2011

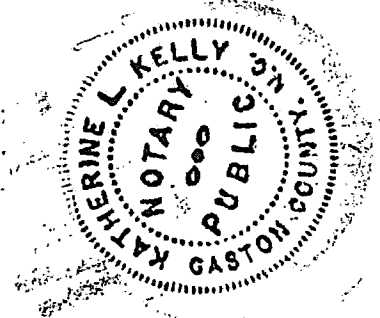


EXHIBIT A

Legal Description

BEING all of Lots 1, 2, 3, and 4 of ALEXANDER BRACK Subdivision as same is shown on map thereof recorded in Map Book 31 at Page 735, Mecklenburg County, North Carolina

FOR REGISTRATION
J. David Granberry
REGISTER OF DEEDS
Mecklenburg County, NC
2013 MAR 28 03:53:39 PM
BK:28196 PG:677-679
FEE:\$26.00
INSTRUMENT # 2013047673

SHARPLC



2013047673

This instrument drafted by: Hinson Faulk, PA
After recording, mail to: Hinson Faulk, P.A., 309 Post Office Drive, Indian Trail, NC 28079

ROAD MAINTENANCE DECLARATION

NORTH CAROLINA
MECKLENBURG COUNTY

This Road Maintenance Declaration, made this 26 day of March, 2013, by True Homes, LLC, a Delaware limited liability company ("Grantor") of 2469 Brekonridge Centre Dr., Monroe, NC 28110;

WITNESSETH:

WHEREAS, Grantor is the owner of certain parcels or lots of land in Mecklenburg County, North Carolina, described as Lots 1, 2, 3 and 4 of Alexander Brack Subdivision, as said lots are shown on the plat recorded in Map Book 31, Page 735 in the Mecklenburg County Public Registry; same being the land conveyed to them by deed recorded in Book 28183 at Page 444 in the Mecklenburg County Public Registry; and

WHEREAS, Grantor is the owner of these four lots, which all share a common entrance from Brackenbury Lane; and it is the intent of Grantor to build dwellings upon each lot and to sell all four lots; and

WHEREAS, Grantor agrees that it would be in the best mutual interest of Grantor and future owners of the lots to establish a shared driveway for the common use of the four lots referred to above and to provide for maintenance of said shared driveway.

NOW, THEREFORE, it is declared that a shared driveway is hereby established for the common use of the Lots 1, 2, 3 and 4 of Alexander Brack Subdivision, as said lots are shown on the plat recorded in Map Book 31, Page 735 in the Mecklenburg County Public Registry (the "Plat"), and this easement shall be approximately thirty (30) feet in width and located within the area designated as "30' Driveway Easement" on the Plat, located on portions of Lots 2, 3 and 4 as shown on the Plat (the "Easement Area").

And in consideration of the mutual rights and advantages above set out, the Grantor hereby gives, grants, and conveys unto its successors and assigns, being the successor owners of Lots 1, 2, 3 and 4 of Alexander Brack subdivision, a perpetual, nonexclusive easement for egress, ingress, and regress, over and upon the Easement Area as above-described. Each owner shall use the Easement Area only for vehicular and pedestrian access from and to Brackenbury Lane. No owner shall erect a barrier on any portion of the Easement Area, park a vehicle on any portion of the Easement Area, or allow any other object to interfere with any other owner's use and enjoyment of the Easement Area.

The owner or owners of each Lot shall be responsible for one fourth of the cost of maintenance and repair of the driveway. The driveway shall be maintained in a passable and attractive manner, said responsibility and duty to run with the land. Decisions regarding regular maintenance and repair of the driveway, including when and to what extent maintenance shall be performed, shall be made by majority vote among the owners of Lots 1, 2, 3 and 4. If any lot owner refuses to contribute to equally to the cost of regular maintenance and repair, the other lot owners may make the repairs or perform the maintenance, and the allocation of responsibility for the cost of said repairs or maintenance shall be determined by binding arbitration conducted pursuant to the provisions of North Carolina General Statutes Section 1-567.1 et seq., or such other governing statutes that shall be in effect. No additions or changes to the Easement Area beyond the scope of regular maintenance and repair shall be made without unanimous approval of the owners of Lots 1, 2, 3 and 4.

The owners of Lots 2, 3 and 4 shall be responsible for maintaining any grassy areas of their respective lots within the Easement Area.

To have and to hold the rights and easements hereby granted to Grantor and its successors in title forever; it being agreed that the rights and easement hereby granted are for the common use of, are appurtenant to and run with the four lots bordering thereon and above referred to.

* Signature Page Follows *

In Testimony Whereof, said parties have hereunto set their hands and seals the day and year first above written.

GRANTOR:

True Homes, LLC
A Delaware limited liability company

By: D. H. Bergamini
Name: D. H. Bergamini
Its: Land Development Coordinator

STATE OF NORTH CAROLINA
COUNTY OF UNION

I do hereby certify that the following person(s), personally known to me, personally appeared before me this day and acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: D. H. Bergamini, Land Development Coordinator for True Homes, LLC

Date: 3/26/13



Rosa White
Notary Public
Notary's Printed Name: Rosa White

My commission expires: 04-08-2014