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J. DAVID GRANBERRY REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

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STATE OF NORTH CAROLINA

AMENDED AND RESTATED

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

COUNTY OF MECKLENBURG

FOR COTTAGES AT CAROLINA PLACE

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES AT CAROLINA PLACE (this "Declaration") is made as of the 28th day of August, 2009, by Cottages at Carolina Place, LLC, a North Carolina limited liability company referred to in this instrument as "Developer."

STATEMENT OF PURPOSE

Developer is the Declarant named in that certain Declaration of Covenants, Conditions and Restrictions for Cottages at Carolina Place recorded in Book 16773, Page 207 of the Mecklenburg County Public Registry (the "Original Declaration"). Under the Original Declaration, Developer subjected the property described on Exhibit A (the "Property") to certain covenants and restrictions to create thereon an exclusive residential community of single-family residences to be named The Cottages at Carolina Place.

Developer now desires to amend, restate, and replace the Original Declaration with this Declaration.

Developer desires to ensure the attractiveness of The Cottages at Carolina Place and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within The Cottages at Carolina Place and to provide for the maintenance and upkeep of all common areas in The Cottages at Carolina Place. To this end the Developer desires to subject the Property, together with such additions and future stages of development as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

In accordance with the Act (defined herein), Developer further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the common areas, if any, in The Cottages at Carolina Place, administering and enforcing the covenants and restrictions charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in The Cottages at Carolina Place, to insure the residents' enjoyment of the specific rights, privileges and easements in the common areas, and to provide for the maintenance and upkeep of the common areas.

To that end the Developer has or will cause to be incorporated under North Carolina law, COTTAGES AT CAROLINA PLACE HOMEOWNERS' ASSOCIATION, as a non-profit corporation for the purpose of exercising and performing the aforesaid functions. Developer shall organize the corporation and adopt bylaws for its operations and functions.

NOW, THEREFORE, Developer, by this Declaration, does declare that all of the Property, is and shall be hold, 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

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "Act" shall mean the North Carolina Planned Community Act, NCGS § 47F, et seq
- 1.2 "Architectural Control Committee: shall have the meaning set forth in Section 6.1.
- 1.3 "Area of Common Responsibility" shall include all of the Common Area, together with the Clubhouse Lot as shown on the document entitled "The Cottages At Carolina Place — Map 2, recorded in Book 33, Page 933 of Maps in the office of County Recorder of Mecklenburg County, North Carolina, all sanitary sewer pump stations, streets, alleys, sidewalks, curbs, gutters, street light systems, the gate and entranceway amenities, portions of the Lots that are subject to maintenance: by the Association as described herein and all utility systems serving the Property, but excluding any portion(s) of such utility systems located on any Resident Ready Lot. Despite the fact that the Areas of Common Responsibility encompass the Common Area, nothing in this Declaration shall be deemed to create rights of any Owner over any portion of any Lot other than that Lot owned by such Owner, except for the express easements set forth in this Declaration for the non-exclusive benefit of all of the Owners. It is the intention of this

Declaration that the term Area of Common Responsibility shall define those areas within the Property that are subject to maintenance by the Association rather than by an individual Owner.

1.4 "Association" shall mean Cottages at Carolina Place Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of North Carolina, and its successors and assigns.

1.5 "Annual Assessment" shall mean the annual assessment against each Lot for the purposes set forth in Section 5.1, the amount of which shall be established in accordance with Section 5.5.

1.6 "Bylaws" shall refer to the Bylaws of The Cottages at Carolina Place Homeowners Association, Inc., the form of which is attached hereto as Exhibit B and incorporated by reference, as they may be amended from time to time.

1.7 "Common Area" shall mean all easements and/or other real property rights acquired by the Association for the common use and enjoyment of Members of the Association lying within the boundaries of or relating to the Property. Common Areas, with respect to the Property subject to this Declaration, shall be shown on the Plat now or subsequently recorded in the local public registry where such Properties are located and designated thereon as "Common Open Space", "Common Area", "COS", "LSE", or "Landscaping Easement."

1.8 "Developer" shall mean and refer to Cottages at Carolina Place, LLC, its successors, and assigns.

1.9 "Executive Board" or "Board" shall mean the board of directors of the Association responsible for the administration and governance of the Association and which shall be elected and shall serve pursuant to the terms of the Bylaws or this Declaration.

1.10 "FHA and VA" shall mean and refer to the Federal Housing Administration, U.S. Department of Housing and Urban Development, and the Veteran's Administration, respectively. If either or both of these federal agencies shall hereafter cease to exist or perform the same or similar functions they now serve, references hereto to FHA or VA shall be deemed to mean and refer to such agency or agencies as may succeed to the duties and services now performed by either or both of these departments.

1.11 "Lot" shall mean any numbered plot of land to be used for residential purposes shown upon any now or subsequently recorded subdivision plat of the Property subject to this Declaration.

1.12 "Lot Direct Expenses" means those costs included in the costs of maintaining the Areas of Common Responsibility that are attributable to services for maintenance, upkeep, and repairs of the Resident Ready Lots only and not the Vacant Lots. Such services shall include, but shall not be limited to, domestic water and sewer charges (other than water and sewer charges for filling the Common Area swimming pool), water charges for irrigation of the Resident Ready Lots, costs of maintenance of irrigation lines and sprinkler heads located on the Resident Ready Lots and all landscape charges attributable to lawns, including side yards, shrubs and trees located on the Resident Ready Lots (all as described in the Property Management Specifications). It is the intent of this Declaration that because the Vacant Lots are not occupied, such Vacant Lots will not utilize the same level of services as the Resident Ready Lots and therefore will not be charged any Lot Direct Expenses.

1.13 “Master Plan” shall mean the plan(s) for the Property now or hereafter approved by local governmental authorities having jurisdiction over the Property, as such plan(s) may be from time to time amended and approved.

1.14 “Members” shall mean the Class A Members (defined herein) and the Class B Member (defined herein). “Member” shall mean any individual member.

1.15 “Owner” shall mean the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Property, but interest merely as security for the performance of an obligation.

~~1.16 “Period of Developer control” shall mean that the Developer continues to own any of the Property during which the Developer shall have all the Special Declarant Rights as set forth in the Act and as further described herein.~~

This Section 1.16 was deleted in its entirety by Amendment dated 8-31-11

1.17 “Person” shall mean a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

1.18 “Plat” shall mean, collectively, all plats and maps of the Property that have been recorded prior to the date of this Declaration, including, without limitation, those plats recorded in Map Book 40, Pages 43, 45, and 47 of the Mecklenburg County Public Registry. In the event of any inconsistency between any one or more of the maps comprising the Plat, such inconsistency shall be resolved in favor of the most recently recorded map unless the circumstances clearly dictate otherwise.

1.19 “Property” shall have the meaning set forth in the Statement of Purpose above.

1.20 “Property Management Specifications” shall mean the standards established by the Developer for routine maintenance of Area of Common Responsibility, which are attached hereto as Exhibit C. In the event of any conflict between this Declaration and the Property Management Specifications, the terms of this Declaration shall control.

1.21 “Resident Handbook” shall mean the rules, regulations and procedures governing the Property and the Owners, which are attached hereto as Exhibit D. In the event of any conflict between this Declaration and the Resident Handbook, the terms of this Declaration shall control.

1.22 “Resident Ready Lot” shall mean any Lot that: (i) contains a dwelling and is occupied or (ii) has an unoccupied dwelling constructed on such Lot that has been approved for occupancy by the appropriate governmental authorities and could immediately become occupied.

- 1.23 “Age Qualified Occupant” Any individual who is 55 years of age or older who occupies a Lot. The terms “occupy”, “occupancy”, or “occupying” shall mean staying overnight on a Lot for at least one hundred eighty days (180) days in any consecutive twelve (12) month period.
- 1.24 “Qualified Resident” shall mean any of the following persons occupying a Lot;
- a. Any Age-Qualified Occupant
 - b. Any person 19 years of age or older occupying a Lot with an Age-Qualified Occupant.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

2.1 The Property is hereby subjected to the terms and conditions of this Declaration and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

2.2 The Property is and shall be at all times subject to the terms of this Declaration. Each Owner, by acceptance of a deed to a Lot agrees that such Owner and its Lot shall comply with each and every term of the Declaration and the Resident Handbook.

ARTICLE III: PROPERTY RIGHTS

3.1 Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the provisions of this Declaration, including but not limited to the following:

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

(b) The right of the Association to suspend the rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Resident Handbook, if any.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless recorded and the Members entitled to cast at least eighty percent (80%) of the Association votes agree in writing to that action, provided that this paragraph shall not (i) preclude the Executive Board from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership if such easements are deemed appropriate by the Executive Board or (ii) preclude the Executive Board from transferring part of the Common Area without the assent of the membership for the purpose of adjusting lot lines in accordance with local zoning and subdivision ordinances provided the transfer does not materially affect the development plan for the Property on file with any federal agency.

3.2 Delegation and Use. The right and easement of enjoyment granted to every Owner in Section 3.1 may be exercised by members of an Owner's family and guests thereof. As Owner may delegate to his tenants his rights of enjoyment in and to the Common Area and such facilities thereon as may be provided, in accordance with the Bylaws and any rules and regulations.

3.3 Age Restriction. Cottages at Carolina Place is intended to provide housing primarily for persons 55 years of age or older. The Property shall be operated as an age restricted community in compliance with all applicable state and federal laws.

At all times herein, at least ninety percent (90%) of the Lots within the Property shall be occupied by at least one (1) individual 55 years of age or older. Upon request by the Association, all Owners shall comply with age certification requirements. Owners must provide written confirmation and documentation to the Association regarding the ages of each occupant of the Lot.

The Board shall establish policies and procedures from time to time necessary to monitor and maintain its status as age restricted community under state and federal law. The provisions of the section may be enforced by an action at law or in equity, including, without limitation, an injunction requiring specific performance hereunder.

3.4 Occupancy of Lot No person may occupy a Lot unless they are an Age Qualified Occupant or Qualified Resident. No person under 19 years of age shall stay overnight in any Lot for more than 90 days in a consecutive twelve (12) month period. In the event the occupancy of a Lot changes, the Association must approve all new occupants of any Lot to ensure compliance with Article III, Sections 3.3 and 3.4

3.5 Lease Agreements and Deeds

a. For purposes of this Section, "Leasing" shall be defined as allowing occupants to reside on a Lot for any consideration, or allowing any person, in the absence of the occupancy of a Lot by a Lot Owner and his/her immediate family, to occupy the Lot for more than 45 consecutive days in any one-year period. For purposes of this Section, immediate family is defined as the Lot Owner's spouse, parents, grandparents, parents-in-law, and children. If a Lot is owned by a trust, the grantor of the trust is considered the Lot Owner.

b. For each Lot that is conveyed to a new Owner after the date of recording of this Amendment, that Owner shall be prohibited from leasing or renting their Lot until they have owned the Lot for a period of at least twenty-four (24) consecutive months (the "waiting period"). Conveyance of a Lot by an Owner to a legal entity in which the Owner is a principal, evidence of which shall be provided to the Association, shall not be deemed an interruption of the twenty-four (24) month waiting period, nor shall it necessitate a new waiting period if the Owner had already satisfied the ownership obligation. In the event that a Lot is leased for any period of time in violation of this mandatory waiting period, the waiting period shall be immediately tolled and any time which elapses while the unpermitted lease remains in effect shall not count toward satisfaction of the waiting period. Notwithstanding the foregoing, the 24 month waiting period shall not apply to any person or entity who acquires title to a Lot by bequest or inheritance.

c. It is further the intent of this Section that at any given time, no more than 5 Lots may be leased for occupancy. All Lots that are eligible for lease must be leased in their entirety, and no Lot may be subleased.

d. Any Lot Owner desiring to lease their Lot shall apply to the Association in writing for approval to lease their Lot at least fourteen (14) days prior to the proposed commencement of the lease. Approval shall be given if the total number of Lots leased is less than five (5), if the lease satisfies the requirements set forth below, and if applicable, the Lot Owner has owned and resided on their Lot for the minimum twenty-four (24) month period. No Lot may be leased unless and until the Association responds in writing to the request. The Association may maintain a waiting list of Owners wishing to lease their Lots.

e. All leases allowed under this Section shall:

- (i) require that at least one occupant of the Lot be 55 years of age or older, and contain a signatory line from the prospective occupant certifying their age which shall be provided to the Association;
- (ii) be in writing;
- (iii) be for a minimum of twelve (12) months at a time;
- (iv) state that the lease is subject to the Declaration, Bylaws and rules and regulations adopted by the Association (the "Governing Documents") including but not limited to the 55 and older requirement;
- (v) have a definite start and end date, and prohibit holdover at the end of the lease;
- (vi) provide that the lease is terminable in the event of violation of the Governing Documents; and
- (vii) contain a certification that the tenant has been provided with a complete copy of the Governing Documents prior to execution of the lease.

f. All lease agreements for Lots approved to be leased must be provided to the Association within seven (7) days of the lease commencement. The lease must contain the full name of all adult occupants of the Lot. The Association may refuse approval of the lease if there is not at least one occupant of the Unit 55 years of age or older.

g. Lot Owners shall remain responsible for all dues, assessments, fees, and fines attributable to their Lot and any tenant(s) under the Governing Documents.

h. No lease or rental agreement shall be extended or assigned without the prior written permission of the Board of Directors. The Board may deny the extension of a lease if the renter/lessee has been destructive or disruptive to the community or has violated any of the Governing Documents.

This Section 3.5 was added in its entirety by Amendment dated 10-12-2022

ARTICLE IV: MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.2 Voting and Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners except for Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B Member shall be Developer and shall be entitled to one (1) vote for each Lot owned by Developer (such vote not to impair any rights set forth herein pursuant to provisions relating to the Period of Developer Control), The Class B membership shall cease at the expiration of the Period of Developer Control. In no event shall the Class B Member have the right to vote on the election of the Directors of the Executive Board that are to be elected by the Class A Members.

4.3 Suspension of Rights. During any period in which a Member shall be in default for more than thirty (30) days in the payment of any annual, special, or other periodic assessment levied by the Association, the voting rights of such Member may be suspended by the Executive Board after a hearing until such assessment is paid. In the event of violation by a Member of any provision of this declaration, the Bylaws of the Association, or any rules or regulations established by the Executive Board, such Member's voting rights may be suspended without further hearing until the violation or delinquency is cured. Such hearings shall only be held by the Board or a committee thereof after giving a Member ten (10) days prior written notice specifying each alleged violation and setting the time, place, and date of the hearing. Determination of the violation shall be made by a majority vote of the Board or the committee thereof responsible for such decisions.

4.4 Developer Right To Representation on the Executive Board of the Association. Subject to the terms and provisions of the Bylaws, during the Period of Developer Control, Developer shall have the right to appoint certain directors of the Board as described in the Bylaws and the right to remove by written notice to the Executive Board any director appointed by Developer. Developer also shall have the right to replace such person removed with another person to act and serve in the place of any person so removed for the remainder of the unexpired term of any person so removed. Any director or officer designated and selected by Developer need not be a Member of the Association. Except as otherwise provided in the Bylaws with respect to the filling of vacancies, any directors who Developer is not entitled to designate or select shall be elected by the Members of the Association.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Purpose of Annual Assessment. The assessments levied by the Association shall be used: (a) to provide funds for maintenance, upkeep, landscaping and beautification of the Areas of Common Responsibility; (b) to provide services for the Owners to promote the health, safety and welfare of the Owners of the Property, and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair,

replacement and additions thereto; (c) for the payment of taxes assessed against the Common Area, for appropriate types of insurance related to the Common Area, for the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, the employment of security personnel; (d) the provision of any service which is not readily available from any governmental authority related to the use, occupancy and enjoyment of the properties and which the Members of the Association shall decide to provide; (e) for the payment of monthly electric and water bills and other expenses resulting from the maintenance or beautification of entrance monuments, signs, and landscaping; and (f) to provide for the payment of all assessments (whether Annual Assessments or Special Assessments) and other charges arising under this Declaration.

5.2 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in said Deed, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments for the purposes specified in Section 5.1, Section 5.5 in the amount hereinafter set forth; and

(b) Special assessments for the purposes specified in Section 5.1, Section 5.5 and Section 5.6 as may be established and collected as provided herein.

In order to secure payment of the Annual Assessments and Special Assessments, such charges as may be levied by the Association against any Lot, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment, together with interest, late charges, costs of collection and reasonable attorneys' fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by them. Such assumption shall not relieve an Owner of his obligation.

5.3 Exempt Property. The assessments, charges and liens created under this Article shall not apply to the Common Area. Any Lot which Developer may hereafter designate for

common use as part of the Common Areas shall also be exempt and all land by a utility company shall be exempt from the assessments created herein.

~~5.4 Collection of Fee Upon Conveyance. Upon the sale, transfer or other conveyance (whether inter vivos or a transfer by will, inheritance or otherwise) of a Lot by any Owner (other than the Developer or the Association) to a third party title shall be assessed a fee in the amount of six percent (6%) of the purchase price to be paid for such Lot (or in the event the Lot is transferred without consideration, the fee shall equal five percent of the then fair market value of the Lot as determined by Developer in its reasonable discretion based on the most recent sales in the Cottages at Carolina Place).~~

~~The foregoing fee shall be a lien on the Lot to be transferred, shall be an obligation of the seller or grantor of such Lot and shall be payable to the Developer upon the closing of such Lot conveyance transaction. During the Period of Developer Control, the foregoing provision may not be amended.~~

Section 5.4 was deleted in its entirety by Amendment dated 9-1-11

5.5 Determination of Annual Assessment.

(a) Prior to the commencement of each fiscal year of the Association (said fiscal year being

specified in the Bylaws), the Executive Board shall estimate the total amount of the annual expenses for the Areas of Common Responsibility, which are anticipated to be incurred by the Association during such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Executive Board shall thereupon adopt a budget for the Association's expenditures and a capital reserve fund and based upon such estimates, provide for the total Annual Assessment to be levied equitably against all Lots (except as provided in Subsection (b) below) for such fiscal year.

(b) In connection with its determination of the amount of the Annual Assessment, the Board shall also determine that portion of the expenses for the Areas of Common Responsibility that are Lot Direct Expenses. Since the Lot Direct Expenses are for the repair, maintenance and upkeep of the Resident Ready Lots only, the Lot Direct Expenses shall be assessed equitably among all of the Resident Ready Lots only, and shall be made a part of the Annual Assessment which shall be payable by the Owners of such Resident Ready Lots. The remainder of the Annual Assessment shall be assessed equally among all of the Lot Owners. In no event shall the Owner of any Vacant Lot be responsible for any part of the Annual Assessment that is a Lot Direct Expense. During the period of Developer Control, in no event shall this Declaration be

modified to allocate Lot Direct Expenses to any Vacant Lots without the express written consent of the Developer.

(c) In accordance with Section 47F-3-103(c) of the Act, within thirty (30) days after the Executive Board has adopted a budget for the Association, the Executive Board shall send to each Owner: (i) a copy of the budget so adopted for the Association by the Board, together with a statement setting forth both the gross amount of the Annual Assessment which shall be payable for such fiscal year and the specific amount of such Annual Assessment which shall be levied against the Lot(s) owned by such Member, including the amount of such Annual Assessment that is attributable to Lot Direct Expenses; and (ii) a notice of the meeting of the Members to consider ratification of the budget, including a statement that there need not be a quorum present

for ratification of the budget. Such meeting for ratification of the budget shall be held not less than ten (10) nor more than sixty (60) days after the adoption of the budget by the Board and the mailing of the proposed budget and notice. Unless rejected by a majority of the Members present at the meeting (without the need for a quorum), the budget shall be deemed approved. In the event the proposed budget shall be rejected, the budget last approved by the Board and Members shall be deemed to remain in effect until such time as a new budget has been ratified by the Members in accordance with this section.

Once the Budget is approved and ratified, each Lot shall be liable for that share of each Annual Assessment which shall be so determined by the Board and set forth in the notice given to the owner of such Lot, as aforesaid. Notwithstanding the foregoing, however, the failure by the Association to provide to the Members the information described in this paragraph within the times required herein shall have no effect on the liability of the Members for the payment of the Annual Assessment.

(d) The amount of each Annual Assessment which shall be levied against each Lot shall be due and payable to the Association in such installments as the Board shall determine, and after notice of the same shall have been given to all of the Members, shall be paid to the Association when due without further notice.

5.6 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Association Members who are voting in person or by proxy at a meeting duly called for this purpose. A special assessment may be levied: (i) to pay for unanticipated costs or expenses of the Association; (ii) against a specific Lot or Lots to reimburse the Association for costs incurred to bring a Lot or Lots into compliance with this Declaration or the Resident Handbook. In no event shall any Vacant Lot be charged any Special Assessment that is attributable to any Resident Lot Expenses.

5.7 Notice and Quorum for Any Action Authorized Under Sections 5.5 and 5.6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.5 and 5.6 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, the general nature of any proposed amendment to this Declaration or to the Bylaws, any budget changes or proposal to remove a director or officer of the Association. Unless this Declaration specifically states that no quorum is necessary for a vote, the presence of Members, in person or by proxy, entitled to cast one-fourth (1/4) of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement. The Members at any meeting at which a quorum is present may continue to do business until such meeting is adjourned, despite the fact that certain Members have withdrawn leaving less than a quorum in attendance.

5.8 Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment. Annual Assessments commenced against all Lots as of the date of the filing of the Original Declaration and shall continue against all Lots (subject to the limitations regarding Vacant Lots) as set forth in this Declaration for so long as this Declaration remains in effect. At least thirty (30) days before January 1 of each year, the Executive Board shall fix the amount of the Annual Assessment against each Lot in accordance with procedures set forth in Section 5.5 above, and in the event the Executive Board elects not to fix such assessment amount as herein provided, the amount of the prior year's Annual Assessment shall be the fixed amount. Written notice of any change in assessment amount shall be sent to every owner. The Annual Assessments shall be due and payable in advance on January 1 of each year unless the Executive Board votes to collect such assessments on a monthly basis and the due dates for the payment of Special Assessments shall be established by the Executive 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 to date.

5.9 Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a late charge as determined by the Executive Board and bear interest from the due date at an annual rate of eighteen percent (18%) but in no event above the then maximum legal rate, and to the extent allowed by law. The Association, or its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

5.10 Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first priority deed of trust or first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first deed of trust or first mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding or deed in lieu of foreclosure thereof (including any sale or transfer to the Secretary of Housing and Urban Development or the Administrator of Veterans Affairs or any other state or federal governmental agency which acquires title by reason of such agency's guarantee or insurance of a foreclosed mortgage loan) shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, and the purchaser or transferee in such case shall not be liable for said assessments. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI: ARCHITECTURAL, MAINTENANCE AND USA RESTRICTIONS

The architectural, maintenance and use restrictions set forth in this Article shall apply to each and every Lot now or hereafter subject to this Declaration.

6.1 Architectural Control Committee. Developer shall have the right to appoint an Architectural Control Committee to exercise such enforcement powers at any time prior to the later to occur of: (i) the date Developer voluntarily relinquishes control of the Architectural Control Committee or (ii) five (5) years following the date of recording of this Declaration, after which time the members of the Architectural Control Committee shall be appointed by the Executive Board.

The Architectural Control Committee shall consist of no fewer than (6) Members of the Association. Neither Developer nor any member of the Architectural Control Committee shall be liable for any claims, causes of action or damages (except where occasioned by willful misconduct) arising out of or in connection with services performed hereunder, including but not limited to any claims for failure to enforce the architectural, maintenance and use restrictions set forth in this Article.

6.2 Approval of Plans and Architectural Control Committee. No construction, reconstruction, remodeling, alteration, roofing or addition to any structure, building, fence, wall, drive or walkway, or exterior color change, 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 shall have been mailed to the Architectural Control Committee by certified mail with return receipt requested and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, further approval will not be required, and this Article will be deemed to have been fully complied with. Upon giving approval to such plans and specifications, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans as have been previously approved by the Architectural Control Committee. The Architectural Control Committee or the Executive Board shall be entitled to stop any construction in violation of these restrictions.

The approval of plans and specifications by the Architectural Control Committee or Developer shall not be deemed or construed as a representation or warranty of the Architectural Control Committee or Developer, or any officer, director, member, employee, agent or affiliate of either of them (i) that improvements constructed in accordance with such plans or specifications will comply with the terms of any applicable building permits, zoning ordinances, building codes or other governmental or quasi-governmental laws, ordinances, rules and regulations, or (ii) as to the structural soundness, quality, durability, suitability, fitness or proper functioning of improvements constructed in accordance with plans and specifications, it being understood that (i) and (ii) shall be the responsibility of the Owners and not the Architectural Control Committee or Developer.

6.3 Residential Use. All Lots shall be used for single-family residential purposes only. The term single-family shall include one or more related or unrelated adults. Maximum occupancy is 2 persons per bedroom per residence. Cottages shall not be used for any commercial, business, or professional purposes. The terms commercial, business, or professional as used in this Section shall be construed to have the ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other consideration, regardless of whether:

- (i) such activity is engaged in full or part time;
- (ii) such activity is intended or does generate a profit; or

(iii) a license is required, therefore.

The use of a portion of the residence as an office by an Owner or an occupant will not be considered a violation of this covenant if such use does not create regular customer, client, employee, or commercial (i.e., FedEx, UPS, Amazon) traffic.

This Section 6.3 was amended by Amendment dated 10-12-2022

6.4 Building Line Requirements. All buildings constructed on a Lot shall comply with all front yard, rear yard and side yard setback lines and build-to lines as shown on the Plat or as may be required by the Town of Pineville or other applicable governmental authority. It is provided, however, that eaves, steps, stoops, porches, and chimneys shall not be considered a part of the building for purposes of interpreting this paragraph of this Declaration. Minimum setback lines which may be shown on any recorded plat of the Property are not necessarily intended to create uniformity of setbacks; they are meant primarily to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve the trees and other natural vegetation, and to insure each Owner the greatest benefit and enjoyment of his/her Lot. In the event that any building line requirement shown on the Plat is more restrictive than the requirements of the Town of Pineville or other applicable governmental authority, any deviation from the building line requirements not in excess of ten (10) percent thereof shall not be construed as a violation of the building line requirements. Any deviation from the requirements of the Town of Pineville or other applicable governmental authority shall be deemed a violation.

6.5 Building Requirements. All homes constructed on a Lot shall comply with the square footage requirements of the Town of Pineville Zoning Ordinance. Homes shall be required to have articulated design elements on the front elevation as approved by the Architectural Control Committee. These elements may include dormer windows, stoops, porches, bay windows, turned gables and garages.

6.6 Walls, Fences and Hedges. No fence, hedge, or wall of any type or kind shall be erected or maintained on a Lot except such approved fences, hedges or walls as may be installed, constructed, or erected with the initial construction of the main dwelling located on said Lot, or as may later be approved by the Architectural Control Committee as described in Section 6.2 above. No metal fences, except for a 2 x 4 wire mesh inside of an approved wooden fence to contain pets, are allowed on a Lot. No solid fence is allowed on the perimeter of any Lot. All perimeter fences on a Lot must be rail type or picket fences with at least fifty percent (50%) of surface area open. Privacy fences are permitted around pools or patios with a maximum height of six (6) feet. Fences shall be no closer to the right-of-way of any street than the front corner of the house upon any such Lot. The Architectural Control Committee shall have the authority to grant exceptions to the above-referenced fence and wall guidelines.

6.7 Sidewalks and Driveways. Sidewalks and driveways constructed on any Lot within the subdivision, including the flooring surfaces of garages as required herein, shall be constructed solely of concrete. Gravels, asphalt or other similar paving materials are prohibited for such driveways and sidewalks, however, asphalt shall be acceptable for the roadways and alley ways serving the Property and the Association may maintain gravel pathways and drives for access to certain Common Area and facilities.

6.8 Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shed, tent, garage, carport, or any other structure of a similar nature shall be used as a residence either temporarily or permanently. Provided, however, this paragraph shall not be construed to prevent the Developer from using sheds or other temporary structures during construction for such purposes as Developer deems necessary or later approved by the Association. No television satellite dishes

shall be erected on any Lot, except that a television satellite dish not exceeding eighteen (18) inches in diameter which is attached to the house and is not visible from the street shall be permitted. No radio or television antenna shall be allowed on the roof of any house or structure located on a Lot and no separate towers for antenna shall be erected on any Lot. Only one (1) accessory building no greater than twenty percent (20%) of the house's heated square feet shall be allowed upon any Lot (exclusive of pools and associated buildings). Any accessory buildings must be constructed using similar materials and must conform both structurally and architecturally to the primary residence. No metal storage buildings, metal sheds, metal carport, metal trailers or metal garages shall be permitted on any Lot. No other types of storage buildings, sheds, trailers, or garages shall be allowed on a Lot unless approved by the Architectural Control Committee as described in Section 6.2 above.

6.9 Animals and Pets. Any pets or animals allowed by this Declaration shall be maintained, cared for, and controlled in accordance with all applicable laws, rules, regulations and ordinances, whether local, state or federal, including, without limitation, any leash laws then in effect. No animals, livestock or poultry of any kind shall be raised, bred, pastured, maintained, or otherwise permitted on any Lot, except common household pets which may be kept thereon in reasonable numbers as determined by the Board. All such pets shall be for the sole pleasure and use of the occupants and not for any commercial use or purpose. All pets shall be kept under the Owner's control so as not to be a nuisance to other Owners. Birds shall be confined in cages. No pets shall be permitted to remain on any Lot if the activities or existence of the pets are in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. Any pet which, in the sole discretion of the Board, endangers the health, barks loudly or constantly, makes noise in violation of any applicable noise ordinance, makes other objectionable noise, or constitutes a nuisance or inconvenience to the Owner of any Lot or to the owner of any property located adjacent to or in the vicinity of the Property may be removed by the Board. No structure for the care, housing or confinement of any pet shall be constructed, altered, or placed on any Lot unless plans and specifications for such structure have been approved by the Architectural Control Committee in accordance with Section 6.2.

6.10 Signs. No advertising signs of any type or kind shall be erected, placed, or permitted to remain upon or above any Lot or Common Area with the exception of a single "For Rent" or "For Sale" sign, which sign shall not exceed two feet by two feet in dimension and shall refer only to the premises on which displayed, there being only one sign to a Lot. Notwithstanding the above, the Developer may erect and place permanent and temporary signs on or above any Lot owned by Developer. Developers shall also have the right of ingress, egress and regress over the aforesaid Lots in order to maintain and replace any such signs until one hundred percent (100%) of the Lots have been sold.

6.11 Nuisances. No noxious, offensive, or illegal activity shall be carried on upon any Lot, nor shall anything be done thereof which is or may become an annoyance, nuisance, discomfort or embarrassment to any other Owner as determined by the Association. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unkempt, disorderly, untidy, or unsightly condition on the Owner's or occupant's Lot.

Without limiting the generality of the foregoing, no Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in any unclean, unkempt, untidy, or unsightly condition; nor shall any substance, thing or material be kept upon any Lot that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding Lots. No trash, rubbish, stored materials, wrecked, unlicensed or inoperable vehicles, boats and/or trailers, recreational vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pick up by governmental and other similar garbage and trash collection and removal service units. In the event any Owner fails or refuses to comply with any provision of this Section in a manner satisfactory to a majority of the Executive Board, the Association may, through its agent or representative, ten (10) days after posting a notice on such Lot or mailing a notice to the Owner thereof at his Lot address requesting the Owner to comply with the requirements of this Section without subsequent cure, enter and remove all unsightly objects or debris or perform other work necessary to bring the Lot into compliance with this Section at Owner's expense and Owner, by acquiring any Lot subject to this Declaration, agrees to pay such costs incurred by the Association in the enforcement of this Section promptly upon demand. The Association or its agent or representative may impose fines and bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount due to the extent allowed by law. No such entry as provided herein shall be deemed a trespass. The foregoing provisions shall not apply to the Developer while constructing residences upon any Lots.

6.12 Clotheslines, Garbage Cans, Etc. All garbage cans, lawnmowers and similar equipment shall be kept in an enclosed structure or screened by adequate planting or fencing so as to conceal same from the view of the streets and neighboring Owners. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot. The use of clotheslines is not permitted.

6.13 Use of Common Areas. No planting or gardening by individual Owners shall be done upon any Common Area without approval of the Executive Board. Except for the right of easement of enjoyment in and to the Common Areas herein given to each Owner, Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed and prescribed by Resident Handbook, the Executive Board or as expressly provided for herein. It is Developer's intent that this paragraph inure to the mutual benefit of all Owners within the Property.

6.14 Maintenance and Upkeep.

(a) The Owner of each Lot shall be solely responsible for maintaining and keeping all structures located on its Lot in a neat and attractive condition, subject to such reasonable requirements as may from time to time be established by the Architectural Control Committee to ensure the continuity and harmony of the exterior design of the Property and in all cases such Owner shall comply with all applicable laws and ordinances. Such maintenance and

upkeep shall include, but shall not be limited to, painting, repairing, replacing, cleaning the exterior of any and all structures on a Lot, sweeping, repairing, or replacing and otherwise caring for roofs, gutters, downspouts, building surfaces, windows, doors, decks, porches, steps, fences, and walks. In addition, each Owner shall obtain and maintain a policy or policies of homeowner's or similar insurance covering all improvements on its Lot in an amount equal to the full replacement value of such improvements.

(b) The Owner of any Vacant Lot shall keep such Lot in a safe, neat and clean condition as required by all applicable laws, rules and ordinances. Each such Lot shall be planted with grasses and mowed on a regular basis as required by applicable law.

(c) In the event an Owner shall fail to comply with the provisions of this Section in a manner satisfactory to the Executive Board, the Association may, through its agent or representative, ten (10) days after posting a notice on such Lot or mailing a notice to the Owner thereof at his Lot address requesting the Owner to comply with the requirements of this Section without subsequent cure, enter upon said Lot and perform the maintenance and upkeep work at Owner's expense. The cost of such maintenance and upkeep work shall become a Special Assessment against such non-complying Lot, the Owner shall be personally liable to the Association for such cost, and the cost, until paid, shall be a permanent charge and lien upon such Lot, enforceable to the same extent and collectible as provided for in Article V. Such entry as provided herein shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out those provisions, provided such entry shall be at reasonable times and places so as not to unreasonably interfere with the right of quiet enjoyment of the individual Lot Owner.

6.15 Above Ground Swimming Pools. No above-ground swimming pools, except for temporary small wading pools, are permitted on any Lot.

6.16 Decorative Structures. No decorative statues, birdbaths, fountains, ornaments, figurines, or any other decorative structures or items are permitted on any Lot in an area visible from the streets.

6.17 Boats. Commercial Vehicles and Recreational Vehicles. No boats, boat trailers, commercial vehicles larger than a full-size pickup truck or full-size van, or recreational vehicles shall be permitted on any Lot except in an enclosed garage or screened area approved by the Architectural Control Committee. All vehicles with *commercial lettering* are prohibited from parking on the streets or Lots except in an enclosed garage or screened area approved by the Architectural Control Committee.

6.18 Mailboxes. Mailboxes on each Lot shall conform to specifics set forth by the Architectural Control Committee, including regulations imposed by the NCDOT against any brick, block, rock, or other permanent structure/support/column to be located within the street right of way.

ARTICLE VII: EASEMENTS

7.1 General. Each Lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat or plats of survey upon which such Lot is shown. No structure of any type shall be erected or placed upon any part of a Lot or the Common Area which will interfere with rights and use of any and all easements shown on said recorded

plat. In addition, each Lot shall be subject to a perpetual easement in favor of the Developer, the Association or their successor for the purposes of entering onto any such Lot for the maintenance of the Areas of Common Responsibility or as is reasonably necessary to allow for the maintenance, repair and replacement of all utility lines, drives, sidewalks, alleyways, landscape areas, and other amenities serving the Property whether or not such are a part of the Area of Common Responsibility. Developer, the Association, and their successors shall utilize all such general easements in a manner that minimizes interference with a Lot Owner's use and enjoyment of its Lot.

7.2 Access. There is hereby created for the benefit of all the Owners and for the benefit of the Lots, a non-exclusive easement for pedestrian and vehicular access, ingress and egress on and over all of the alleyways serving the Property, whether shown on the Plat as "Proposed Alley" or whether actually existing on the Property. In addition, there shall be a perpetual, non-exclusive easement for pedestrian access, ingress, and egress over any and all sidewalks serving the Property. Developer hereby reserves for itself, the Association and their successors and assigns a perpetual easement for access to and over any Lot for the purposes of maintaining, repairing, and replacing any common driveways, alleyways and sidewalks and the pavement, curbs and gutters and other improvement associated therewith.

7.3 Utility and Drainage. An easement on each Lot is hereby reserved by Developer for itself, the Association, their successors and assigns along, over, under and upon the front, rear and sides of each Lot as is reasonably necessary for the purposes set forth herein Lot, in addition to such other easements as may appear on the Plat. The purpose of these easements shall be to provide, install, maintain, construct, and operate drainage facilities now or in the future and utility service lines to, from or for each of the Lots. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements without approval of the Architectural Control Committee. The easement area of each and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible or which fall within the Area of Common responsibility. With five (5) days prior written notice to Owner, Developer may exercise the right to remove obstructions in such easements upon Owner's failure to do so. For the purpose of this covenant, Developer reserves the right to modify

or extinguish the herein reserved easements along any Lot lines when in its sole discretion adequate reserved easements are otherwise available for the installation of drainage facilities and/or utility service lines. For the duration of this Declaration, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of Developer or its successor; provided, however, that local service from utilities within easement areas to residences constructed upon any such Lots may be established without first obtaining separate consents therefor from Developer or its successor. The Association may likewise reserve and grant easements for the installation and maintenance of sewerage, utility and drainage facilities in, across, under and over the Common Area.

7.4 Emergency. There is hereby reserved without further assent or permit and to the extent allowed by law, a general easement to all firemen, ambulance personnel, policemen and security guards employed by Developer and all similar persons to enter upon the Property or any portion thereof, in the performance of their respective duties.

7.5 Entry Monuments, Signs and Landscaping Easements. Developer hereby grants the Association perpetual easements over the portions of those Lots which are designated "LSE" or "Landscape Easement" or "Common Open Space" or "COS" (or any similar designation) on any recorded map of the Property. Easements over these areas shall be for the purpose of the installation, maintenance and repair of all entry monuments, walls, signs and landscaping, and the Association is also granted a perpetual easement for ingress, egress, and regress over these areas to fulfill these purposes. Developer also hereby grants perpetual easements over all entrance islands within public rights of way and the easement over these areas shall be for the installation and maintenance of landscaping on the entrance islands.

ARTICLE VIII: GENERAL PROVISIONS

8.1 Covenants Running with the Land. All provisions of this Declaration shall be construed to be covenants running with the 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.

8.2 Duration. The covenants, conditions and restrictions of this Declaration shall be binding for a term of fifty (50) 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, unless terminated in accordance with Section 8.3 below.

~~8.3 Amendments and Termination. This Declaration may be terminated at any point in time during the first ten (10) year period after the expiration of the Period of Developer Control by an instrument signed by the Others holding not less than ninety percent (90%) of the Association votes, and thereafter may be terminated at any point in time by an instrument signed by the Owners holding not less than eighty percent (80%) of the Association votes. Subject to the express provisions of this Declaration requiring a different voting percentage or restricting~~

~~the amendment or modification of any provisions hereof, this Declaration may be amended upon the affirmative vote or written agreement signed by Owners of Lots to which at least sixty-seven percent (67%) of the Association votes are allocated; provided, however, that the Developer may amend this Declaration to correct minor and clerical errors, as determined by the Developer, without approval of Owners, and should the FHA, VA, Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) subsequently delete any of their requirements which necessitate certain provisions of this Declaration or make any such requirements less stringent, the Developer, without approval of Owners, may amend this Declaration to reflect such changes. No such amendment or termination shall be effective until an instrument evidencing such change has been filed in the local public registry where the Declaration was recorded. Notwithstanding the foregoing, any material changes or amendments to the Resident Handbook or the Property Management Specifications shall require the affirmative vote of at least seventy-five percent (75%) of the Association votes.~~

This Section 8.3 was deleted in its entirety by Amendment dated 10-11-2012 and replaced with the following:

8.3 Amendments and Termination. This Declaration may be terminated by an instrument signed by the Owners of Lots holding at least eighty percent (80%) of the Association votes. Article I, Section 1.25 and 1.26 and Article III, Sections 3.3, 3.4, and 3.5 may only be amended or deleted by an instrument signed by the Owners of Lots holding at least eighty percent (80%) of the Association votes. Unless a higher percentage is required in this Paragraph 8.3, this Declaration and the rules and regulations contained in Exhibits C and D hereto may be amended by the affirmative vote of Owners of Lots to which at least sixty-seven (67%) of the Association votes are allocated. No such amendment or termination shall be effective until an instrument evidencing such change has been filed with the Mecklenburg County Register of Deeds.

8.4 FHA/VA Approval. In the event the Developer has arranged for and provided purchasers of Lots with FHA insured or VA mortgage loans, then as long as any Class B lot exists, as provided in Article IV hereof, the following actions will require the prior approval of the FHA or VA if so required by the EHA or VA: annexation of additional properties other than as provided in Article II hereof, deeding, mortgaging or dedication of Common Area to persons other than the Association except as provided herein and dissolution or amendment of this Declaration.

8.5 Enforcement. If any Owner shall violate or attempt to violate any of these restrictions, failure to comply with any of the same shall be grounds for the imposition of fines and penalties and an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Executive Board on behalf of the Association, or, in proper case, by an aggrieved Owner. The court may also award reasonable attorneys' fees to the prevailing party. Any failure by the Association or any other Owner to enforce any of the foregoing restrictions or other provisions shall in no event be deemed a waiver of their right to do so thereafter. All rights, remedies and privileges of the Association and the Owners contained herein or in the Bylaws or any rules and regulations of the Association shall be cumulative, and the exercise of any one or more of the same shall not constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such additional rights, remedies and privileges as may be available to such party at law or in equity.

8.6 Headings. Headings are inserted only for convenience and are in no way to be constructed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

8.7 Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer or its successors reserves the right (by and with the mutual written consent of the then Owner or Owners of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

8.8 Severability. The provisions of this Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder hereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed and delivered as of the date set forth on the first page.

DEVELOPER:

COTTAGES AT CAROLINA PLACE, LLC,
a North Carolina limited liability company

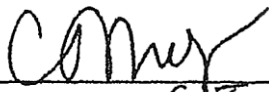
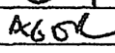
By: 
C.T. Hodges
Printed Name: 

EXHIBIT A

LEGAL DESCRIPTION

Lying and being situated in Mecklenburg County, North Carolina and being more particularly described as follows:

BEING All of that property shown on those maps entitled The Cottages at Carolina Place Map 1, Map 2 and Map 3, prepared by Carolina Surveyors, Inc. and recorded in Map Book 40, Pages 43, 45 and 47, respectively, of the Mecklenburg County Public Registry.

STATE OF NORTH CAROLINA

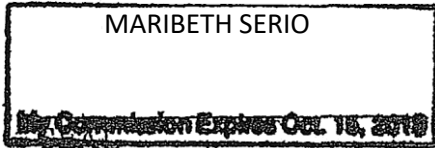
COUNTY OF Mecklenburg

I certify that the following person personally appeared before me this day,
acknowledging to me that he voluntarily signed the foregoing document for the purpose stated
therein and in the capacity indicated:

_____, 2009

Maribeth Serio
(Official Signature of Notary)

Maribeth Serio, Notary Public
Notary's printed or typed name



_____" I _____
My Commission Expires

