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214 N. Church St. Cha 28202

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR L.P. NORTH LAKE OWNERS' ASSOCIATION, INC.

Rec
DPC

THIS DECLARATION is made this 11th day of March, 1997 by the undersigned owners. For purposes of indexing, the owners and their respective lot(s) are identified on Exhibit A attached hereto and by this reference incorporated herein.

Filed for record
Date 3-14-97
Time 2:30 o'clock
JUDY G. PRICE, Register of Deeds
Union County, Monroe, North Carol.

STATEMENT OF PURPOSE

Each of the undersigned owners is a record owner of a fee simple interest in one or more lots in a subdivision known as Lake Providence located in Union County, North Carolina herewith described and defined as the "Submitted Lots". Each of the Submitted Lots are more particularly described on Exhibit A. A portion of each of such lots lies within the bed of the common lake hereinafter described and defined as the "Lake." The water level of the Lake is controlled by a dam located on a portion of the "Common Area," as hereinafter defined. The "Association," as hereinafter defined, now owns or soon hereafter intends to acquire the "Common Area". The undersigned owners have deemed it to be in their best interest, as well as to the benefit, interest and advantage of each person or entity hereafter acquiring any interest in a Submitted Lot, that the Association provide for the maintenance and operation of the Common Area and the Lake in accordance with this Declaration, and further, that the covenants, conditions, restrictions, easements, assessment rights and lien rights hereinafter set forth be imposed upon and bind the Submitted Lots and the Common Area.

DECLARATION 001333

In consideration of the premises and for the purposes stated, the undersigned hereby declare that all of the Submitted Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, such real property and shall be binding on all parties having any right, title or interest in the described real property or any part thereof, and 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 or any Supplement Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "Association" shall mean and refer to L.P. North Lake Owners' Association, Inc., and its successors and assigns.
- 1.2 "Board" shall mean the Board of Directors of the Association.
- 1.3 "Common Area" shall mean all real property owned in fee simple, now or hereafter, by the Association for the common use and enjoyment of the Association members, including specifically Parcel 6 (which includes the dam) described below.

1.4 "The Lake" shall mean the body of water in the Lake Providence North subdivision, in Sandy Ridge Township, Union County, North Carolina, commonly referred to as Lake Providence and shown on the map of the Submitted Lots attached hereto as Exhibit B.

1.5 "Lake Lot" shall mean all lots in the Lake Providence North subdivision, Sandy Ridge Township, Union County, North Carolina, which bound the Lake and are more particularly described below (all Plat Map and Deed Book references are to the Union County Public Registry).

Lots 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Section III, Phase IV of Lake Providence North as shown on a plat map recorded in Cabinet D, File 897.

Lot 428 in Section III, Phase IV of Lake Providence North as shown on a plat map recorded in Cabinet C, File 533.

Lots 442, 441, 440, 439, 438, 437, and 436 in Section II, Phase IV of Lake Providence North as shown on a plat map recorded in Cabinet D, File 586.

Lots 433 and 434 in Section II, Phase I of Lake Providence North as shown on a plat map recorded in Cabinet C, File 814.

Lots 314, 313, 312, 311, and 310 in Phase II of Lake Providence North as shown on a plat map recorded in Cabinet C, File 185.

Lots 304, 303, 302, 301, and 300 in Section II, Phase I of Lake Providence North as shown on a plat map recorded in Cabinet C, File 89.

Lots 299, 298, and 297 in Section I, Phase I of Lake Providence North as shown on a plat map recorded in Cabinet C, File 82.

Lot 296 as shown for reference on a plat map recorded in Cabinet D, File 812 showing Section III, Phase V of Lake Providence North; being more particularly described in a deed from Lake Providence Properties, Inc. to Austin E. Doherty and wife, Joan K. Doherty recorded in Deed Book 529, Page 661.

Lots 8, 7, 6, 5, 4, 2, and 1, in Section III, Phase V of Lake Providence North as shown on a plat map recorded in Cabinet D, File 812.

Parcel 6 of Lake Providence Properties, Inc., a portion of which is shown on a plat map of Section III, Phase IV recorded in Cabinet D, File 897 and a plat map of Section III, Phase V recorded in Cabinet D, File 812, provided that no lot platted out of said Parcel 6 by Lake Providence Properties, Inc. shall be either a Lake Lot or a Submitted Lot.

1.6 "Lake Lot Owner" shall mean the record owner, whether one or more Persons, of a fee simple title to any Lake Lot or Lots, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.7 "Owner" shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Submitted Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.8 "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.

1.9 "Submitted Lot" shall mean any Lake Lot the fee simple owner(s) of which have submitted to the requirements of this Declaration by executing this Declaration or a subsequent addendum to this Declaration in accordance with Section 3.3 below.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

The Submitted Lots shall be held, transferred, sold, conveyed and occupied subject to this Declaration. Only the Submitted Lots are hereby made subject to this Declaration.

ARTICLE III: PROPERTY RIGHTS

3.1 Easement of Use and Enjoyment of the Lake and Common Area. Each Owner hereby grants and conveys to all other Owners, their successors and assigns, an exclusive right and easement of enjoyment in and to the Lake and the Common Area subject to the following rules and restrictions (which all Owners by execution of this Declaration or an addendum hereto, and each subsequent Owner of a Submitted Lot, by accepting a deed therefor, whether or not it shall be expressed in such deed, covenant and agree to be bound):

- (a) The use of any boat, jet ski or other vehicle or machine powered by an internal combustion engine is prohibited.
- (b) Piers or docks are prohibited.
- (c) Landings may be constructed onto, into or over the Lake but may extend no more than five feet from the shoreline onto, into or over the Lake.
- (d) The Lake shall be used only by Owners, their families and guests.

Each Owner hereby grants the Association the authority to enforce these rules and restrictions, to maintain and provide for the administration of the Common Area, and also to regulate and maintain the water level of the Lake. The above granted rights are also granted subject to the rights, if any, of Lake Lot Owners who are not Owners to use and enjoy the Lake and/or the Common Area. The Owners each covenant that he/she will not grant to any other party any

easement, right or privilege with respect to the Lake, except as an appurtenance to such Owner's Submitted Lot; provided, however, each Owner may, if he/she desires, convey the portion of such Owner's Submitted Lot which constitutes a portion of the Lake to the Association and the Association shall thereafter hold and maintain such property as Common Area. The easements and rights granted in this Section shall be for the benefit of the Owners, and each Owner may grant and delegate the benefit thereof to his/her tenants but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the public.

3.2 Acquiring Lake Lots in Foreclosure Sale. Any Lake Lot Owner who acquires title to a Submitted Lot through foreclosure under a Deed of Trust to which this Declaration is subordinate may, with the approval of the Board, opt back into these restrictions by execution of an addendum hereto, provided that the Association joins in the addendum. The addendum shall be recorded in the Union County Public Registry and shall clearly reference this Declaration. The sale pursuant to foreclosure or judicial sale of any Submitted Lot to which this Declaration is subordinate shall not void this Declaration as to the remaining Submitted Lots.

3.3 Future Inclusion of Lake Lots. Any Lake Lot not submitted at the time of the execution of this Declaration may, with the approval of the Board become a Submitted Lot upon the execution of an addendum to this Declaration by the Association and the fee simple owner(s) of the Lake Lot. Any such addendum shall be filed with the Union County Public Registry and shall clearly reference this Declaration.

ARTICLE IV: MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every member of the Association shall be subject to assessment as provided in this Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Submitted Lot.

4.2 Voting. The Association shall have one class of voting membership. All members shall be entitled to one vote for each Submitted Lot owned.

When more than one person holds an interest in any Submitted 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 Submitted Lot.

When more than one person is a stockholder in a corporation holding an interest in any Submitted Lot, one or all stockholders may be entitled to vote on behalf of the corporation. The vote for such Submitted Lot shall be exercised as the stockholders among themselves determine, but in no event shall the corporation cast more than one vote with respect to any Submitted Lot.

Votes may be cast either in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting. In addition, the members may take action without a meeting by written ballots delivered to every member entitled to vote on the matter, which ballots set forth each proposed action and provide an opportunity to vote for or against the matter. All solicitations for votes by ballots must indicate the time by which the

ballots must be received by the corporation, and approval by ballots (which are irrevocable) must meet the quorum and vote requirements that would apply to a meeting.

4.3 Suspension of Rights. During any period in which a member shall be in default in the payment of annual, special, specific or other periodic assessment levied by the Association pursuant to this Declaration, the voting rights of such member may be suspended by the Board until such assessment is paid. In the event of violation by a member of any rules or regulations established by the Board such member's voting rights may be suspended by the Board after a hearing. 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. During any period which a member shall be in default in the payment of any annual, special specific or any other periodic assessment levied by the Association pursuant to or in violation of any rules or regulations established by the Board, such member shall be subject to a fine imposed by the Board in accordance with Section 7.4 hereof.

ARTICLE V: OBLIGATIONS OF THE ASSOCIATION

5.1 Lake and Common Area. The Association shall maintain and provide for the administration of the Common Area and the Lake in accordance with this Declaration as directed by the Board, which maintenance and administration may include, without limitation:

(a) operation and maintenance and repair of the Common Area, specifically including the dam and any storm water drains, ditches, levies, drainage systems, filtering systems, or other mechanical or electrical equipment required for the proper maintenance and operation of the Common Area (including the dam) and the water level at the lake.

(b) payment of taxes assessed against the Common Area or the purchase of such insurance related to the Lake and the Common Area as the Board approves, employment of attorneys, accountants and other professionals to represent the association when necessary or useful, and employment of security personnel if deemed necessary; and

(c) provision of any service which is not readily available from any governmental authority related to the use and enjoyment of the Common Area and which the Association, in the discretion of the Board, shall decide to provide.

5.2 The Association's obligations hereunder are solely for the benefit of and run only in favor of Owners.

5.3 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege and every other right or privilege.

ARTICLE VI: COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. Each owner of any Submitted Lot, by execution of this Declaration or an addendum hereto hereby covenants and agrees, and each subsequent Owner of a Submitted 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:

(a) Annual assessments ("Annual Assessments") for the purposes specified in Section 5.1 in the amount hereinafter set forth, to be collected as provided herein;

(b) Special assessments ("Special Assessments") for the purposes specified in Section 5.1 as may be approved by the members of the Association, to be established and collected as provided herein.

(c) Specific assessments ("Specific Assessments") for the purposes specified in Section 5.1 as may be approved by the members of the Association, to be established and collected as provided herein.

In order to secure payment of the Annual Assessments, Special Assessments, and Specific Assessments, such charges as may be levied by the Association against any Submitted Lot, together with the interest, costs of collection and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Submitted Lot against which each such assessment or charge is made. The priority of the liens hereby created securing payment of such assessments shall be established by the date of the recording of this Declaration unless otherwise prohibited by applicable law. Each such assessment together with interest, fines, late charges, costs of collection and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such Submitted Lot at the time when the assessment falls due. The personal obligation for the delinquent assessments shall not pass to a Submitted Lot owner's successor in title unless expressly assumed by them.

6.2 Exempt Property. The assessments, charges and liens created under this Article shall not apply to the Common Area.

6.3 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 on a Submitted Lot.

6.4 Maximum Annual Assessments. The initial maximum Annual Assessment shall be one hundred dollars (\$100) on each Submitted Lot.

(a) From and after January 1 of the year immediately following the date this Declaration is first recorded in the Union County Registry, the maximum Annual Assessment may be increased by the Board each year not more than ten percent (10%) of the annual percent increase in the Consumer Price Index ("CPI") prepared by the Bureau

of Labor Statistics of the United States Department of Labor over the maximum Annual Assessment, whichever is greater, above the maximum Annual Assessment for the previous year, by the Board, without a vote of the membership of the Association.

(b) From and after January 1 of the year immediately following the date this Declaration is first recorded in the Union County Registry herein, the maximum Annual Assessment may be increased without limit by the assent of two thirds (2/3) of the votes of all members of the Association who actually vote in person or by proxy, at a meeting duly called for this purpose.

6.5 Special Assessment. 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 all members of the Association who actually vote in person or by proxy, at a meeting duly called for this purpose.

6.6 Specific Assessments. The Association shall have the power to specifically assess pursuant to this Section, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members of the Association subject to such specific assessment who are voting in person or by proxy at a meeting duly called for this purpose. Failure of the Association to exercise authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Association's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Association has not previously exercised its authority under this Section. The Association may specifically assess Submitted Lots for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Submitted Lots may be specifically assessed equitably among all of the Submitted Lots which are benefited according to the benefit received;

(b) Expenses of the Association which benefit all Submitted Lots, but which do not provide an equal benefit to all, may be specifically assessed equitably among all Submitted Lots according to the benefit received.

6.7 Date of Commencement of Annual Assessments Due Dates: Certificate of Payment. The Annual Assessments shall commence as to all Submitted Lots on the first day of the month following the date this Declaration is first recorded in the Union County Registry (or in the case of Lake Lots submitted by a future addendum to this Declaration, the Annual Assessment for each such lot shall commence on the date such an addendum is first recorded). The first Annual Assessment shall be adjusted according to the number of days remaining in the year when filed. At least thirty (30) days before January 1 of each year the Board shall fix the amount of the Annual Assessment against each Submitted Lot and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's Annual Assessment shall be the

(80%) of the Association members, however, until such time as Lake Providence Properties, Inc. conveys each of Lots 6 and 8 of Section III, Phase IV (Cabinet D, File 897) and Lots 1, 2, and 4 of Section III, Phase V (Cabinet D, File 812) (the "Remaining Lakefront Lots"), no such amendment shall be made without the consent of Jim Pettit, Managing Agent of Lake Providence Properties, Inc (or any subsequent managing agent that may be appointed by the bankruptcy court). This right to veto amendments shall not be assignable and shall automatically terminate upon Lake Providence Properties, Inc.'s conveyance of each of the Remaining Lakefront Lots. Any amendment or termination of this Declaration shall not be effective until an instrument evidencing such change has been recorded in the Union County Public Registry.

7.4 Enforcement. If any Association member shall violate or attempt to violate any of these restrictions, failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board on behalf of the Association, or, in proper case, by an aggrieved Association member. Additionally, the Association may impose a fine of not more than \$150 for any violation (such fine to be the personal obligation of the Owner and a continuing lien on the subject Lot). Any failure by the Association or any other Association member 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. Invalidation of any covenant, condition or restriction or other provision of this Declaration shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

7.5 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.

7.6 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.

7.7 Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any suit or proceeding, if approved by the Board, to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligence or otherwise except for their own individual, willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or any commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain general liability and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available.

**ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR L.P. NORTH LAKE OWNERS' ASSOCIATION, INC.**

THIS ADDENDUM TO DECLARATION is made this ___ day of _____, 1997 by the undersigned owner(s). For purposes of indexing, the undersigned owner(s) and their respective lot(s) are identified on Exhibit A attached hereto and by this reference incorporated herein.

STATEMENT OF PURPOSE

Each of the undersigned owner(s) is a record owner of a fee simple interest in one or more lots in the subdivision known as Lake Providence located in Union County, North Carolina. A portion of each of such lots lies within the bed of the common lake located within the Lake Providence subdivision. Previously, certain owners of certain such "Lake Lots" have agreed to subject their respective lot(s) to that certain Declaration of Covenants, Conditions, and Restrictions for L.P. North Lake Owners Association, Inc. dated March 11, 1997 and recorded March 14, 1997 in Book, 951, Page 188 Union County Public Registry.

Section 3.3 of the Declaration provides that: "Any Lake Lot not submitted at the time of the execution of this Declaration may, with the approval of the Board, become a Submitted Lot upon the execution of an addendum to this Declaration by the Association and the fee simple owner(s) of the Lake Lot. Any such addendum shall be filed with the Union County Public Registry and shall clearly reference this Declaration."

The undersigned owner(s) have agreed to submit their respective lots to the Declaration agreeing to be bound thereby.

AMENDED DECLARATION

1. In consideration of the premises and for the purposes stated, the undersigned hereby agree, that their respective Lake Lot(s) shall be subject to all the terms and provisions of the Declaration and each such Lake Lot shall be deemed a Submitted Lot. The undersigned hereby declare that each such Lake Lot shall be subject to the easements, restrictions, covenants and conditions set forth in the Declaration, which shall run with all Submitted Lots and be binding on all parties having any right, title or interest in a Submitted Lot or any part thereof, and their heirs successors and assigns, and shall insure to the benefit of each owner thereof.
2. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed under seal on the day and year written below and have submitted the property identified below to the requirements of the Declaration.

Name: _____ [SEAL] _____ Date _____ Tax Parcel # _____ Lot # _____

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Name: _____ [SEAL] _____ Date _____ Tax Parcel # _____ Lot # _____

Name: _____ [SEAL] _____ Date _____ Tax Parcel # _____ Lot # _____

Name: _____ [SEAL] _____ Date _____ Tax Parcel # _____ Lot # _____

Name: _____ [SEAL] _____ Date _____ Tax Parcel # _____ Lot # _____

CONSENTED TO:

L.P. NORTH LAKE OWNERS' ASSOCIATION, INC.

[CORPORATE SEAL]

ATTEST:

Secretary

By: _____
President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned, a Notary Public of said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal or stamp, this the ____ day of _____, 1997.

Notary Public

My Commission Expires:

[SEAL or STAMP]

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned, a Notary Public of said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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Notary Public

My Commission Expires:

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2. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed under seal on the day and year written below and have submitted the property identified below to the requirements of the Declaration.

Name: _____ [SEAL] _____
Date Tax Parcel # Lot #

Name: _____ [SEAL] _____
Date Tax Parcel # Lot #

Name: _____ [SEAL] _____
Date Tax Parcel # Lot #

Name: _____ [SEAL] _____
Date Tax Parcel # Lot #

Name: _____ [SEAL] _____
Date Tax Parcel # Lot #

Name: _____ [SEAL] _____
Date Tax Parcel # Lot #

CONSENTED TO:

L.P. NORTH LAKE OWNERS' ASSOCIATION, INC.

[CORPORATE SEAL]

ATTEST:

Secretary

By: _____
President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned, a Notary Public of said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal or stamp, this the ____ day of _____, 1997.

Notary Public

My Commission Expires:

[SEAL or STAMP]

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned, a Notary Public of said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal or stamp, this the ____ day of _____, 1997.

Notary Public

My Commission Expires:

[SEAL or STAMP]