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**NOTE**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF  
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**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS FOR EZZELL HILL**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amended and Restated Declaration") made this the 13th day of November, 2014 by the Owners of 75% of the Lots in the Property (hereinafter defined) and referred to hereinafter as the "Amending Owners,"

**WITNESSETH:**

WHEREAS, previous Declarations of Covenants, Conditions and Restrictions were recorded for Ezzell Hill Subdivision in Book 4650 at Page 182, Book 4729 at Page 120, Book 4782 at Page 404, Book 4954 at Page 41, and a Supplemental Declaration of Covenants, Conditions and Restrictions of Subdivision was recorded in Book 4966 at Page 799 in the Union County Public Registry (collectively referred to as the "Previous Declarations");

WHEREAS, those properties described on Exhibit A attached hereto and incorporated herein by reference are subject to the terms of the Previous Declarations (collectively, the "Property");

WHEREAS, a controversy arose concerning whether the Property and the Previous Declarations were part of Providence Downs South Subdivision and part of the Providence Downs South Homeowners Association, Inc., and the owners in Ezzell Hill Subdivision and the Providence Downs South Homeowners Association, Inc. were joined in a lawsuit entitled *Revolution Investments, LLC v. Andrew James Oberer, et al.* in Superior Court of Union County, Case No. 12-CVS-1017 (the "Lawsuit") for the purpose of resolving the controversy;

WHEREAS, a Consent Judgment entered by the Court in the Lawsuit holds, declares and establishes that the Property is not part of Providence Downs South Subdivision; that the Previous Declarations are not part of the Declaration of Covenants, Conditions and Restrictions for Providence Downs South Subdivision; that the Property is not subject to the Providence Downs South Homeowners Association, Inc.; and further that the Property is an entirely separate and distinct subdivision subject only to the Previous Declarations;

WHEREAS, the Consent Judgment further provides that in order to consolidate the Previous Declarations into a single updated Declaration of Covenants, Conditions and Restrictions for Ezzell Hill, the Previous Declarations may be amended and restated in an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ezzell Hill which would amend, supersede, restate and consolidate the Previous Declarations affecting the Property;

WHEREAS, the Previous Declarations provide that they can be amended by the Owners of seventy-five percent (75%) of the Lots in the Property;

WHEREAS, the Amending Owners executing this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ezzell Hill represent more than 75% of the Owners of Lots in the Property.

NOW, THEREFORE, the Amending Owners declare that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ezzell Hill shall amend, supersede, restate and consolidate the Previous Declarations and that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the amended and restated covenants, conditions and restrictions, easements, charges and liens set forth in this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ezzell Hill which shall run with the Property and be binding on all parties owning any right, title or interest in said Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

## ARTICLE I DEFINITIONS

Section 1. "Homeowners Association" (or "Association") shall mean and refer to EZZELL HILL HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns, which will be incorporated after the recording of this Amended and Restated Declaration.

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

Section 3. "Property" shall mean and refer to the property described in Exhibit A attached hereto.

Section 4. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, appearing on any recorded subdivision map of the Property.

Section 5. "Developer" shall mean and refer to the person, firm or entity that agrees to complete the roads, water & sewer and other infrastructure in Ezzell Hill required by Union County, NC and further agrees to complete landscaping of the common areas and convey said common areas to the Association; provided that if the streets in Ezzell Hill are to be publically dedicated streets, then the streets will not be conveyed to the Association. When such person, firm or entity shall execute such agreements and shall accept and ratify the provisions of this Amended and Restated Declaration, the Board shall record a supplement to this Amended and Restated Declaration in the Union County Register of Deeds, acknowledging such person, firm or entity as the "Developer" for the purposes referred to herein, and no Owner consent shall be needed for such supplement.

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

Section 7. "Board of Directors" shall mean and refer to the appointed or elected, as applicable, 3 member body vested with the responsibility of managing and/or directing the management of the Association.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF EZZELL HILL HOMEOWNERS ASSOCIATION, INC.

Section 1. The Property described on Exhibit A attached hereto is subject to the terms and provisions of this Amended and Restated Declaration and within the jurisdiction of the Association.

Section 2. Reservation of the Right to Revise Lots and Plats. The Developer shall have the right to revise lot lines and/or road rights-of-way on property owned by the Developer as per final approval from Union County and other appropriate planning and zoning departments, as well as final approval from the North Carolina Department of Transportation on any road alignment changes.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a Member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the Lots. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Lot.

Section 3. After the recording of this Declaration and incorporation of the Association, a meeting of the Association to elect the initial Board of Directors shall be held within two (2) months of the recording of this Amended and Restated Declaration. Notwithstanding the foregoing, any Developer named or designated in Article I, Section 5 shall have the right to appoint or remove any member or members of the Board of Directors, including the initial Board of Directors, or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the date when Developer no longer owns any portion of the Property for development and/or sale; or (b) the surrender by Developer in writing of the authority to appoint and remove directors and officers of the Association. A meeting of the Association to elect a Board of Directors shall be held within two (2) months after Developer no longer has the right to appoint the Board of Directors. A meeting may be called by any Owner(s) having ten percent (10%) of the votes in the Association. Not less than 10 nor more than 60 days in advance of this meeting, the Owner shall cause notice of such meeting to be hand-delivered or sent prepaid by United States mail to the mailing address on the tax records for each Lot. The notice shall state the time and place of the meeting to elect the initial or subsequent Board of Directors. A quorum will be deemed present if Owners entitled to cast fifty percent (50%) of the votes which may be cast for election of Board of Directors are present in person or proxy at the beginning of the meeting. Nominations for the Board of Directors may be made from the floor. Three persons shall be elected to the Board of Directors for an initial term of one (1) year. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. After the respective election or appointment of the initial board of directors and the adoption of bylaws, the bylaws will control in the event of any conflict between the provisions of this paragraph and the bylaws.

ARTICLE IV  
PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Every owner shall have a right of membership in the Homeowners Association, subject to the following:

- (a) The right of the Homeowners Association to charge reasonable assessments.
- (b) The right of the Homeowners Association to suspend the voting rights of a Member, or to suspend privileges or services provided by the Association for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENT, EXCEPTIONS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owners of all Lots within the Property hereby covenant that each Owner of any other Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) monthly or yearly assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any such assessment or charge shall, until paid in full, be a continuing lien upon the property and again with each such assessment made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the Member who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, personally, unless expressly assumed by them, however, the lien for same shall remain upon the Property.

Section 2. Purposes of Assessments. The assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the

Property and to maintain all common areas, amenities and any private drives and carry out the duties and purposes of the Association as described in this Amended and Restated Declaration.

Section 3. Determination of Annual Assessment and Special Assessment. Prior to the commencement of each fiscal year, the Board shall estimate the total amount of the annual expenses 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 Board shall thereupon adopt a budget for the Association's expenditures and reserve fundings based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the "Annual Assessment"). The Association shall send written notice of the amount of the Annual Assessment and a summary of the proposed budget, as well as the amount of the payment due, to each Owner of a Lot within thirty (30) days after the adoption by the Board of such budget. Such notice shall include notice of a meeting of the owners of Lots to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the owners of Lots to consider ratification of the budget to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at such meeting Owners of Lots exercising seventy-five percent (75%) of the votes in the Association reject the budget. In the event the proposed budget is rejected, the last budget ratified by the Owners of Lots shall be continued until such time as the Owners of Lots ratify a subsequent budget proposed by the Board. In addition to the Annual Assessment, the Board may levy a special assessment against all Lots as determined by the Board in its discretion.

Section 4. Assessment Rate. Both regular annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on monthly basis, quarterly or annual basis as determined by the Board of Directors.

Section 5. Notice for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

Section 6. Date of Commencement of Annual Assessment; Due Dates; Certificate of Payment. The annual assessments provided for herein shall commence as to all Lots after the common areas are installed, completed and conveyed to the Association. The Association agrees to accept the conveyance of the common areas at such time.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum interest rate permitted to be legally charged upon money judgments under the laws of the State of North Carolina at the time of such delinquency, whichever is greater. In addition to such interest charge, the delinquent Member shall also pay such late charge as may have been therefore established by the Board of Directors of the Homeowners Association to defray the costs of late payment. The Homeowners Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property, and interest, late payment fee, costs, collection or administrative fees and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the privileges or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinated to the lien of any first mortgage, mortgages, first deed of trust, or deeds of trust on a Lot. Sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to the foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust, or deeds of trust.

Section 9. Budget Deficits during Developer Control. For so long as the Developer has the authority to appoint the Board of Directors (the "Developer Control Period"), Developer may (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves) and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Developer,

or (b) cause the Association to borrow such amount from a commercial lending institution at the then-prevailing rates for such a loan in the local area of the Property. The Developer in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Areas or any of the improvements maintained by the Association shall be given in connection with such loan.

## ARTICLE VI ARCHITECTURAL AND LANDSCAPING CONTROL

Section 1. General. Notwithstanding anything contained in this Declaration to the contrary, no Improvements including without limitation, home-site locations, site preparation on any Lot, change in grade or slope of any Lot, or erection of buildings or exterior additions or alterations to any building situated upon the Property, erection of or changes or additions in flags (other than the United States official flag), yard ornamentation, fences, hedges, walls and other structures, any landscaping, or any cutting of trees of any Lot or Tract, shall be commenced, erected or maintained on any portion of the Property, until: (a) the Architectural Control Committee (herein called the "Architectural Control Committee"), appointed as hereinafter provided, has approved the plans and specifications (including landscaping plans and specifications) therefore and the location of such Improvements and has given its written approval for Commencement of construction; (b) the fees set forth in Article VI have been paid; and (c) the agreements set forth in this Article VI have been executed. The Architectural Control Committee shall have reasonable discretion to approve the location of all home-sites within the subdivision prior to commencement of construction on all lots; no home-site shall be located within twenty (20) feet of any other home-site as shown on a site plan to be submitted to the Committee showing the location of all existing and proposed structures. Provided that the proposed position of any structure on a lot complies with the applicable building side, front and rear set back lines established by the recorded subdivision plan or established by any governmental agency, the Architectural Control Committee has the sole authority in its reasonable discretion to approve or disapprove the position of any structure placed on a Lot.

The Board may delegate to the Architectural Control Committee any powers or authority reserved or granted to the Board under this Article VI.

Section 2. Composition of Architectural Control Committee. The members of the Architectural Control Committee shall be appointed by the Board; provided, however, in the event there is a Developer, so long as Developer owns any Lot or other portion of the Property, the members of the Architectural Control Committee shall be appointed by Developer. At such time as Developer no longer owns any Lot or other portion of the Property or at such earlier date as Developer releases its right to appoint the members of the Architectural Control Committee, the members of the Architectural Control Committee shall thereafter be appointed by the Board. The members of the Architectural Control Committee shall be appointed annually and will be composed of at least three (3) and not more than seven (7) individuals, the exact number of members of the Architectural Control Committee to be designated from time to time by the body then having the authority to appoint such members (Developer or the Board, as the case may be). The members of the Architectural Control Committee need not be Owners of property in the Project. In the event of the death or resignation of any member of the Architectural Control Committee, the body then having the authority to appoint members to the Architectural Control Committee shall have full authority to designate and appoint a successor. Members of the Architectural Control Committee may be removed and replaced at any time, without cause, and without prior notice, by the body then having the authority to appoint such members. Notwithstanding anything contained herein to the contrary, the Architectural Control Committee shall have the right, power and authority to employ and/or use the services of any architects, engineers or other professionals as it deems necessary or advisable in its sole discretion, to carry out the duties and obligations of the Architectural Control Committee as described in this Article VI.

Section 3. Architectural And Landscape Guidelines. The Architectural and Landscape Guidelines are as follows:

(a) The Architectural Control Committee shall, from time to time, publish and promulgate architectural and design guidelines. Such architectural and design guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications for Improvements. Such architectural and design guidelines shall also set out, among other things, the procedures for submission, review and approval of plans and specifications to the Architectural Control Committee, as more specifically described in Section 9 hereof. Except as hereinafter provided, such architectural and design guidelines shall not be binding upon the Architectural Control Committee, may be revised and amended at any time by the Architectural Control Committee, in its sole discretion, and shall not constitute, in

every event, the sole basis for approval or disapproval of plans, specifications, and other materials submitted to the Architectural Control Committee for approval. Notwithstanding any language in this Declaration to the contrary, the landscaping plans and guidelines shall, at a minimum, require that all proposed plantings shall consist of mature vegetation. Additionally, no trees on any building lot may be cut until (a) trees to be saved are clearly marked and flagged, and (b) the trees to be cut have been inspected and approved by the Architectural Control Committee.

(b) The Architectural Control Committee shall promulgate and amend from time to time landscape guidelines which shall establish approved standards, methods and procedures for landscaping, landscape management and landscape maintenance in the Property, including the removal of trees. Such authorized standards, methods and procedures shall be utilized by Owners, and their contractors and sub-contractors and the approval by the Architectural Control Committee of any landscaping plan or other Improvement in connection with landscaping on a Lot shall be based upon the conformity of such plan or Improvement with such landscape guidelines. In any event, such landscape guidelines shall not be binding upon the Architectural Control Committee, in its sole discretion, and shall not constitute, in every event, the basis for approval or disapproval of landscaping plans, specifications and other materials submitted to the Architectural Control Committee for approval.

(c) The Architectural Control Committee is also hereby authorized to publish and promulgate from time to time, and revise and amend at any time in its sole discretion, construction rules to be followed by all Owners and builders performing work or construction Improvements on the Property; provided, however, that Owners and builders shall be entitled to rely upon approvals given by the Architectural Control Committee and revisions to construction rules shall not apply to approvals previously granted. Non-material design or construction changes made during the course of construction shall not be considered by the Board or Architectural Control Committee to be a deviation from previously approved plans.

(d) The architectural and design guidelines described in (a) above, the landscape guidelines described in (b) above and the construction rules described in (c) above shall herein collectively be referred to as the "Architectural and Landscape Guidelines".

#### Section 4. Definition of "Improvements" and Fees for Improvements.

(a) The term "Improvement" or "Improvements" shall mean and include any and all man-made changes or additions to a Lot, including but not limited to the location, materials, size and design of all buildings (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, antennae, etc.), storage sheds or areas, roofed structures, parking areas, fences, "invisible" pet fencing, pet "runs", lines and similar tethers or enclosures, walls, landscaping (including cutting of trees), hedges, mass plantings, poles, driveways, ponds, lakes, changes in grade or slope, site preparation, swimming pools, hot tubs, statues or statuary, Jacuzzis, basketball goals, and other sports or play apparatus, exterior illumination and changes in any exterior color or shape. The definition of Improvements includes both original Improvements and all later changes to Improvements. The definition of Improvements, however, does not include the initial construction of a residence on a Lot as set forth herein below, or the replacement or repair to an existing residence which does not change exterior colors, materials, designs or appearances from that which were previously approved by the Architectural Control Committee.

(b) Fees for Improvements are set forth in Section 8 below.

#### Section 5. Enforcement.

(a) The architectural control provisions of this Declaration are to permit control of the architectural design and landscaping and to establish quality standards for construction and construction activity in the Project and to help preserve values of all properties subject to this Declaration. All owners, by purchasing property subject to this Declaration, acknowledge that a violation of such provisions could result in irreparable harm and damage to Owners of other Lots and Developer, and to the values of their properties, a monetary measure of which harm and damage would be difficult to establish. Accordingly, the Association shall have the specific right (but no obligation) to enforce and/or to prevent any violation of the provisions contained in this Article VI by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Declarant hereby specifically grants unto the Architectural Control Committee of the Board, and any agent or member thereof, the right of entry and inspection upon any portion of the Property for the purpose of determination by the Architectural Control Committee of the Board whether there exists any construction of any Improvement which violates the terms of any approval by the Architectural Control Committee, the terms of the Architectural Control Committee, the terms of the Architectural and

Landscape Guidelines, the terms of this Declaration or any Additional Declaration, or any amendments hereto or thereto.

(b) As to non-conforming or unapproved Improvements, the Association may require any Owner to restore such Owner's Lot or Improvements to the condition existing prior to the construction of the non-conforming or unapproved Improvement (including, without limitation, the demolition and removal of any unapproved Improvement) if such improvements were commenced or constructed in violation of this Article VI. In addition, the Association may, but has no obligation to, cause such restoration, demolition and removal to be done and performed and to levy the amount of the cost thereof to be done and performed as a Special Individual Assessment against the Lot, upon which such Improvements were commenced or constructed. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvements, to remove any unapproved Improvements or otherwise to remedy a violation of the Architectural and Landscape Guidelines, the Association shall be entitled to the recovery of court costs, attorneys' fees and expenses incurred by the Association and/or the Architectural Control Committee in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the Lot, tract or other portion of the Property upon which such Improvement was commenced or constructed.

Section 6. Action by the Architectural Control Committee. The Architectural Control Committee or its designated agent shall have 15 days after physical receipt of the Plans for Improvement(s) to a Lot to accept or reject the same in whole or in part. Notice of such acceptance or rejection shall be made in writing to the applicant. If no response by the Architectural Control Committee has been made in writing within said 15 days, the Lot Owner or his builder shall notify the Architectural Control Committee by certified mail (at address for such notices set forth in the current edition of the Architectural Guidelines for the Subdivision) that no response has been made to the plans submission and that the Architectural Control Committee has 15 days from the date of such notice within which to make such response, or the plans will be automatically approved as submitted. Thereafter, if no approval is given within 15 days after such notice is given to the Architectural Control Committee, the Plans shall be deemed to be approved as submitted. After the Plans are approved and after the Architectural Control Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration. The actual construction shall be the responsibility of the Owner of the Lot and his builder. Any permission granted for construction under this covenant shall not constitute or be construed as approval by the Architectural Control Committee or its designated agent of the structural stability, design or quality or any building or other improvement.

If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance. Notice of any such determination shall be given in writing to the applicant. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials.

Once the Architectural Control Committee has approved any Plans for Improvement, this approval shall be binding on all subsequent Architectural Control Committees and the Architectural Control Committee shall have the right to approve Plans in bulk for the Lots.

Section 7. Variances. Upon submission of a written request for same, the Architectural Control Committee may from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements which are at variance with restrictions, requirements or provisions of this Declaration from which a variance is permitted, pursuant to the terms hereof or thereof. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community and shall not materially change the scheme of restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the Architectural Control Committee has not expressly and in writing, approved such request within thirty (30) business days of the submission of such request. No member of the Architectural Control Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder or under any Additional Declaration, against any other Owner.

Section 8. Fees Required by Architectural Control Committee. The Architectural Control Committee, in its sole discretion, may require that each Person submitting plans and specifications for Improvements to the Architectural Control Committee pay one or more fees to the Architectural Control

Committee as a condition to commencement or construction of such Improvements. Such fee(s), including the amount(s), payee and purpose(s) thereof shall be established and set forth in the Architectural and Landscape Guidelines and based on actual costs of the Architectural Control Committee and any Consultants required by the Committee. The initial fee for review shall be \$250.00 for the Architectural Control Committee and an additional \$250.00 for the Landscape Consultant Committee (both fees payable to the Association). The Architectural Control Committee or the Landscape Consultant Committee may require a security deposit in its sole discretion, up to \$2,500.00 (payable to the Association) for the purpose of provide a security deposit security to ensure that any damage to the subdivision streets caused by Improvements related activities is repaired and to further ensure that said Improvements are timely completed in a satisfactory manner so as to ensure the safety and environmental health of surrounding properties. The maintenance of said security deposit shall be in accordance with Pre-Construction Security Deposits as set forth below.

Section 9. Approved Builders. The Architectural Control Committee shall, require that each Owner submitting plans and specifications for improvements to the Architectural Control Committee submit a contract with a builder who is approved by the Architectural Control Committee, in their sole discretion (hereinafter, the "Approved Builder"), as a condition to commencement of construction of any Improvements.

Section 10. No Construction Without Approved Plans, Payment of Fees and Use of an Approved Builder. Notwithstanding anything contained in this Article VI to the contrary, plans and specifications (including but not, limited to home-site plans and landscaping plans) for Improvements to be constructed on a Lot, Tract or other portion of the Property shall not be deemed to have been properly approved unless and until any and all fees required by the Architectural Control Committee to be paid in connection with such Improvements, as provided in Section 8 above, shall have been paid. In addition, such plans and specifications shall not be deemed to have been properly approved unless a contract with an Approved Builder for construction of such Improvements (if required by the Architectural Control Committee), as provided in Section 10 above, shall have been submitted to the Architectural Control Committee.

Section 11. Pre-construction Security Deposit. Prior to the commencement of initial construction of a residence on any lot within the subdivision, the Owner or the Builder shall deposit with the Architectural Control Committee the sum of Five Thousand Hundred Dollars (\$5,000.00) as security to ensure that any damage to the subdivision streets caused by construction related activities is repaired and to further ensure that erosion control measures are maintained on the lot throughout the construction so as to ensure the safety and environmental health of surrounding properties. No Owner or builder who is building on multiple lots shall be required to post total deposits greater than \$20,000 at any given time. No security deposit funds shall be expended by the Architectural Control Committee for any purpose except after providing written notice to the depositor of the amount of any proposed expenditure and the purpose of the expenditure. This security deposit shall at all times be maintained at \$5,000.00 for Approved Builders and \$10,000.00 for builders who have not been approved or who are submitting plans for approved for the first time, so that should the Architectural Control Committee expend any amount from such deposit for the purposes set forth herein, the Owner or Builder shall reimburse the Committee the amount expended within three (3) business days of receipt of notice as hereinafter required, that such expenditure has been made. Should Owner or Builder fail to reimburse the security deposit to maintain a \$5,000.00 or \$10,000.00 as provided herein, the Committee may cause all work on the lot to cease, and may seek injunctive relief from a Court of competent jurisdiction if necessary, the costs incurred for seeking such relief to be borne by Owner and, if not paid, to become a lien on the lot involved. The Owner or Builder shall have the opportunity to correct any condition identified in the written notice with the Architectural Control Committee's prior approval. Upon completion of construction, the remaining balance less a non-refundable fee of \$500.00, of any security deposit shall be returned to the depositor.

Section 12. Notices and Submittals. Notices and submittals to the Architectural Control Committee shall be in accordance with the notice provisions set forth from time to time in the Architectural and Landscape Guidelines.

Section 13. Limitation of Liability. No member of the Architectural Control Committee shall be liable for claims, causes of action or damages (except where occasioned by willful misconduct of such member) arising out of services performed pursuant to this Article VI. Neither the Architectural Control Committee, nor the members thereof, nor the Association, nor any officers, directors, members, employees, agents or affiliates of any of them, shall be liable in damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason or mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Every person who submits



plans or specifications, and every Owner, agrees that he will not bring any action or suit against the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees, agents or affiliates of any of them, to recover any such damages and hereby release, demises and quit claims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 14. Miscellaneous. Members of the Architectural Control Committee, in the sole discretion of the Board may be compensated for their services. The Association shall reimburse members of the Architectural Control Committee for reasonable out-of-pocket expenses associated with their activities hereunder. All costs, expenses and attorneys' fees of the Architectural Control Committee including those incurred in connection with their enforcement or other powers as provided herein, shall be borne by the Association; provided however, that nothing herein shall be deemed to negate the Association's right to an award of court costs, attorneys' fees and expenses in accordance with Section 5 hereof.

Section 15. Restrictions During Construction. While a residence is being constructed on a Lot the Owner shall provide an approved portable toilet (Porta-John) and construction material dumpster which shall be serviced, maintained and dumped on a regular basis. Should the Committee, in its sole discretion, determine that either the Ports-John or dumpster is not being regularly serviced, maintained and/or dumped as necessary, then the Committee may cause such actions to be taken and the cost thereof charged against the security deposit required by Section 11 above. During and after construction, until the Lot is landscaped and the lawn is planted and the grass is mature or sod-grass is installed, the Owner shall provide silt fencing and other erosion control measures to prevent soil and other erosion from running off the Lot onto the streets or adjoining Lots. The owner shall at all times keep its Lot mowed, clean and otherwise free of trash and other debris.

## ARTICLE VII USE RESTRICTIONS AS TO ALL LOTS

Section 1. Land Use. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot or Lot except (i) a single-family dwelling not to exceed two and one-half stories in height, exclusive of basement, (ii) a private garage for each unit for not less than three cars and (iii) other accessory structures incidental to the use of the Lot. Access to all garages shall be from a contiguous street via a concrete drive, asphalt drive or other decorative type of material approved by the Architectural Control Committee. All garages shall be accessed either from the side line or rear line of each Lot, provided, the Architectural Control Committee shall have the right to approve front entrance or courtyard entrance to garages under unusual circumstances. No above ground swimming pools shall be permitted on any Lot.

Section 2. Building Lines. No building shall be located nearer to the front or side lines than the building setback lines shown on the recorded plat, if such lines are shown. In any event, no building shall be placed nearer to the front, side or rear setback lines as required by the Union County Zoning Ordinance. Except as otherwise provided in this Declaration, the Lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of the Lot, except that Developer reserves the exclusive right to construct a roadway over any Lot owned by it in order to grant access to other property required by Developer and in such cases, the remainder of any such lot not used for the roadway shall still be subject to this Declaration.

The Architectural Control Committee shall approve the proposed location of all improvements (including but not limited to house location and position) on any lots for the purpose of giving full consideration to the overall appearance of the Subdivision. All playground equipment, if any, shall be located in the rear yard of lots in the subdivision and shall be shielded from view of all streets by vegetation or other method approved by the Committee. Specific house location must be approved by the Architectural Control Committee taking into consideration topography site conditions and other pertinent data.

Unintentional violations not exceeding ten percent (10%) of the minimum building line requirements herein set forth shall not be considered a violation of this Section unless such violation also violates the Zoning Ordinance of the respective County.

Section 3. Subdivision of Lots. More than one (1) Lot as shown on said plats or parts thereof, may be combined to form one (1) or more Lots by or with the written consent of the Architectural

Control Committee, and in such event the building line requirements prescribed herein shall apply to such Lots, as combined. No Lot may be subdivided by sale or otherwise, except Developer shall have the right to subdivide or alter the delineations between any Lot which it owns so long as no resulting Lot is smaller than the smallest lot belonging to any Owner other than the Developer. Upon combination or subdivision of Lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such Lot as combined or subdivided.

Section 4. Temporary Structures. No structures of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted to the Homeowners Association, or its designated agent or representative. This Section shall not be applicable to temporary construction trailers, sales offices, and materials storage facilities used during construction.

Section 5. New Construction. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a Lot and remodeling or converting the same into a dwelling unit in this subdivision excepting however Developer's mobile offices provided for hereinbelow. Any dwelling constructed upon a lot must be completed within 18 months subsequent to commencement of construction, except with the written consent of the Architectural Control Committee.

Section 6. Square Footage Requirements. No residential structure shall contain less than (a) Three Thousand Four Hundred (3,400) square feet of heated floor space for two story structures, (b) Three Thousand Two Hundred (3,200) square feet of heated floor space for one and one-half story structures, and (c) Three Thousand (3,000) square feet of heated floor space for single story, ranch style structures, all measurements exclusive of garages and carports.

Section 7. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including patios) within the Property or on any Lot.

Section 8. Nuisances. It shall be the responsibility of each Owner and Occupant of a Lot to prevent the development of any unclean, unhealthy, or unkempt condition on his or her property. No Lot within the Property shall be used, in whole or in part, for the deposit, storage or burial of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors 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 property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done leading to cause embarrassment, discomfort, annoyance, or nuisance to any Owner or Occupant using any property in the subdivision. There shall not be maintained on any Lot or Tract any plants or animals or device or thing of any sort whose activity or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the subdivision. Without limiting the generality of the foregoing, no speaker, horn whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located installed or maintained upon the exterior of any Lot or Tract unless required by law. In addition, no speaker, amplifier or other sound device located on the interior of any structure on any building lot shall be allowed to broadcast at a volume which might disturb the peace, quiet or serenity of the occupants of surrounding property.

Section 9. Temporary Residence. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 10. Satellite Dish Antennas. No satellite dish antenna shall be erected, installed, or in any way placed on any Lot in excess of 20" in diameter. Any such antenna shall not be placed on the front or side of the Lot and shall only be installed or maintained so as not to be visible from the front street.

Section 11. Harmony of Structures. No structure shall be constructed or moved onto any Lot unless it shall conform to and be in harmony with existing structures in the tract, and approved as provided hereinbefore Article VI.

Section 12. Signs, Flags and Political Signs.

(a) Signs. All signs must be approved by the Architectural Control Committee. Except as otherwise provided herein for Political signs, no sign of any kind shall be approved for display to the public view on the Properties or any Lot unless it is: (1) a professional sign of not more

than one (1) square foot; (2) a sign not more than two (2) feet by three (3) feet advertising the Lot or property for sale; or (3) a sign not more than two (2) feet by three (3) feet used by a builder to advertise the property during the construction and initial sales period. Signs advertising the Property for lease or for rent, that the property is in foreclosure or bankruptcy, or that the sale price of the property is "Reduced" or "Discounted" or is a result of a "Bank Repo" or any other sign that indicates a reduction in price are prohibited.

(b) Flags. Only one flag may be displayed on each Lot. To the extent that this prohibition is not in violation of any Federal or State law, or is not in violation of any local zoning ordinance, no flag shall be displayed that is greater than four feet by six feet and shall be displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C Sections 5-10.

(c) Political Signs. Only one political sign may be displayed on each Lot. To the extent that this prohibition is not in violation of any Federal or State law, or is not in violation of any local zoning ordinance, a political sign shall have maximum dimensions of 24 inches by 24 inches and may not be displayed earlier than 45 days before the day of the election and no later than seven days after an election.

Signs and Flags shall not be displayed on common areas, easements, rights-of-way or other areas owned by the Homeowners' Association.

Section 13. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other customary household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, do not exceed three (3) in number, and are confined to the property or kept on a leash.

Section 14. Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste and same shall not be kept except in sanitary containers. All new construction (or renovations) shall have a dumpster and the refuse therein shall be disposed of periodically. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Fences. No fences shall be erected on any Lot nearer to any street line than the rear corner of the residence, nor shall any fence be erected except in accordance with the Architectural Control provisions of Article VI hereof. No fence of greater height than six (6) feet will be allowed in the subdivision except on the perimeter of the Subdivision as approved by provisions provided within Article VI. Fences shall be constructed only of brick, wrought iron or other material approved by the Architectural Control Committee.

Section 16. Sight Line Limitations. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

Section 17. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot or Tract other than in enclosed garages.

Section 18. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot or Tract must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot or Tract, except during such reasonable time period as is necessary for completion. All construction must be completed within eighteen (18) months after the date upon which it commenced, unless a longer time is approved by the Architectural Control Committee. Any damage to the streets, curbs, or sidewalks or any part of any Common Area, Maintenance Area or any utility system caused by an Owner or Owner's Builder or his subcontractors shall be repaired by such responsible Owner. Should any Owner or Builder fail to repair any damage caused, then the Committee may cause repairs to be made and deduct the amount expended from the security deposit established and required by Article VI, Section 11 hereof. All such

expenditures shall be reimbursed to the Committee as set forth in that Section. Any builder of Improvements and his Subcontractors on any portion of the Property shall keep such portion of the Property free of unsightly construction debris, in accordance with the construction rules established by the Architectural Control Committee (of, in the absence of such rules, in accordance with standard construction practices), and shall similarly keep contiguous public and private areas free from any dirt, mud, garbage, trash, or other debris which is occasioned by construction of Improvements. The Board may levy a Special Individual Assessment against an Owner's property in the Property to pay for the cost of repairing any damage to streets, curbs, or sidewalks or any part of any roadway or utility system, to pay for the cost of cleaning public and private areas, including the roadways in the Property, and to pay for the cost of the removal of garbage, trash or other debris, which are occasioned by the activities of an Owner or Owner's builder of his subcontractors during the construction of Improvements.

Section 19. Parking.

(a) No vehicles, trucks, vans, cars, trailers, construction equipment, etc. may be parked overnight on any street within the Property.

(b) Commercial-use vehicles, and trucks not involved with construction activity on the Property and with carrying capacity and/or size designation greater than or equal to three-fourths (3/4th) ton, shall not be permitted to park overnight on the streets, driveways or otherwise in the Property, unless stored in an enclosed garage of a regular passenger car size. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Property at any time. No vehicles that are not in a condition to be normally operated or that do not have a current registration tag may be stored or situated on any Lot for more than thirty (30) days unless stored in an enclosed garage.

(c) The owner of each Lot will be responsible for providing on each Lot sufficient paved parking area for all vehicles normally parked and/or situated on or in regard to such Lot.

(d) No recreational vehicles or related equipment including any boat, houseboat, trailer, motor home, or "camper" vehicle may be maintained, stored or kept on any portion of the Property, except in enclosed garages or in all enclosure specifically approved for such maintenance or storage by the Architectural Control Committee.

(e) All vehicles must be parked on paved areas on a Lot so as not to impede traffic or damage vegetation.

(f) No construction office trailers may be placed, erected or allowed to remain on any Lots during construction, except as approved in writing by the Architectural Control Committee. Provided, however, that nothing herein shall prohibit Developer from erecting or moving temporary buildings onto Lots owned by Developer to be used as construction or sales offices. Other construction vehicles (trucks, vans, cars, construction equipment, equipment trailers, etc.) may be left overnight on the Property (including any Lot or street) only in accordance with such rules as may be established by the Architectural Control Committee.

Section 20. Unlicensed Vehicles. Unlicensed, motorized, two (2), three (3) and four (4) wheel recreational vehicles including, but not limited to, go-carts, mopeds, mini-bikes, motorcycles, motor-scooters and ATV (All Terrain Vehicles) shall not be operated on any Lot or the Property.

Section 21. Mailboxes. Mailboxes shall be of standardized design as approved by the Architectural Control Committee.

Section 22. Outdoor Recreation Facilities. Basketball goals, playgrounds sets and any other outdoor recreation facility must be approved by the Architectural Control Committee prior to construction or erection and shall, if in the sole discretion of the Architectural Control Committee, be screened or positioned as to not be a auditory or visual nuisance to a neighbor or the Properties.

Section 23. Outdoor Decks, Patios and other Exterior Features. The construction erection of outdoor decks, patios and other out door features or improvements (whether permanent or temporary) shall be approved by the Architectural Control Committee prior to the construction or erection of the same. All outdoor decks, patios must be constructed of concrete, stone or brick. There shall be no wooden deck (including artificial wood material) or patio structures.

Section 24. Garage Sales. There shall be no garage or yard sales. There shall be no sale of any personal property on the Property or Lots.

ARTICLE VIII  
PRIVATE STREETS/EASEMENTS

Section 1. Private Streets and Gates. All streets shown on the approved subdivision Plats for the Property, recorded in the Union County Register of Deeds Office, shall, at the option of the Developer, be and remain private streets or be dedicated by Developer as public streets. In the event Developer elects for the streets to remain private, Developer, at its option, may install gates to control access from the public rights-of-way adjoining the Property. Nonetheless, the streets in the subdivision shall be designed and constructed to meet the minimum standards established by the North Carolina Department of Transportation in effect as of the date of filing these Declarations so that the streets are sufficient to allow their inclusion in the State highway system for maintenance. The Owners of all Lots, Revolution Investments LLC, and the Developer (when one shall qualify) grant and convey an easement in common to the Owners of all Lots through the gate, if any, over the streets shown on the approved subdivision Plats for ingress, egress, and access to and from the public rights-of-way adjoining the Property, and to and from other Lots and common areas within the Property. The easement created herein shall inure to the benefit of the Owners of each Lot shown on the approved Plats, and their successors and assigns.

Section 2. Easements. With the exception of the northern lot line of Lot 322 as shown on map recorded in Plat Cabinet K, File 317, where there will be an exclusive sewer right of way in favor of Union County, easements for the installation and maintenance of driveway, walkway, parking area, water line, gas line, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved twenty feet in width along all side lines and rear Lot lines, the centerline of said twenty foot easement being the division line between contiguous Lots. Along rear lines that don't abut another lot in this subdivision the easement shall be twenty feet in width and join the front and rear lot line. Developer or, as the case may be, the Homeowners Association, shall have the right after the completion of construction on any lot, to perform work in the reserved easement areas consistent with the purposes of the easements. Upon completion of the work, the area disturbed shall be returned as nearly as possible to its original condition. The Homeowners Association may reserve and grant easements for the installation and maintenance of sewerage, utility, and drainage facilities over the Properties as provided in Article IV, Section 1 (c) of this instrument. Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements.

Section 3. Street Maintenance. Unless or until the streets are dedicated by the Developer and accepted for maintenance by Union County or the North Carolina Department of Transportation, it shall be the responsibility of the Homeowners' Association to maintain the streets and easements in the subdivision so as to assure their good repair and safety for their intended purpose. Toward that end, and as further provided in these Declarations, the Homeowners' Association shall be authorized to levy and collect assessments from the Owners sufficient to assure the adequate maintenance and care of all streets within the subdivision in the same manner as other assessments, as set forth in Article V of these Declarations.

Section 4. Street Access. Vehicular access to the subdivision streets shall be restricted to the frontage of each lot unless otherwise approved by the Architectural Control Committee. No easement shall be granted allowing vehicular access to subdivision streets from outside the boundaries of the Property subject to this Declaration provided the right is hereby reserved to Developer and subsequently the Developer may grant such easements between subdivision streets and property outside the property subject to the Declarations without the consent of the Homeowners Association or any lot owners. The reservation of this right shall not be considered prohibited by the restriction of lots to residential purposes as set forth in Article VII, Section I hereof.

ARTICLE IX  
MAINTENANCE BY OWNERS

Section 1. Duty of Maintenance. Except for those portions, if any, of a Lot which the Association may elect to maintain or repair hereunder, the Owner of any Lot shall have the duty and responsibility, at such Owner's sole cost and expense to keep the Lot(s) owned by such Owner, including Improvements thereon and ground and drainage easements or other rights of way incident thereto, in compliance with the covenants, conditions, restrictions and development standards contained in this Declaration (to the extent applicable), in accordance with the provisions of the Architectural and Landscape Guidelines, and in a well-maintained, safe, clean and attractive condition at all times. Such maintenance, as to unimproved and improved Lots, shall include, but shall not be limited to, the following:

- (1) Prompt removal of all litter, trash, refuse and waste;
- (2) Keeping land, including any lawns and shrub beds, well maintained and free to trash, uncut grass and weeds;
- (3) Keeping all sediment resulting from land disturbance or construction confined to the respective Owner's property; and
- (4) Complying with all governmental health and police requirements.

In addition, such maintenance, as to improved Lots, shall include, but shall not be limited to the following:

- (1) Lawn mowing on a regular basis;
- (2) Tree and shrub pruning;
- (3) Watering by means of a lawn sprinkler system and/or hand watering as needed;
- (4) Keeping exterior lighting and mechanical facilities in working order;
- (5) Keeping lawn and garden areas alive;
- (6) Removing and replacing any dead plant material;
- (7) Maintenance of natural areas and landscaping in accordance with the Architectural and Landscape Guidelines;
- (8) Keeping parking areas and driveways in good repair;
- (9) Repainting of Improvements; and
- (10) Repair of damage and deterioration to Improvements, it being understood and agreed that if any Improvements are damaged or destroyed by fire or other casualty, then within six (6) months following the date such damage or destruction occurs, the Owner of the Lot or Tract on which such improvements are situated, must repair and restore such damaged Improvements (in accordance with plans and specifications approved by the Architectural Control Committee and otherwise in accordance with the terms and provisions of this Declaration and of each Additional Declaration applicable thereto) or remove such damaged Improvements and restore the Lot to its condition existing prior to the construction of such Improvements.

Section 2. Enforcement. If an Owner of any Lot has failed in any of the duties or responsibilities of such Owner as set forth in this Article IX, then the Board may give such Owner written notice of such failure and such Owner must within ten (10) days after reviewing such notice (which notice shall be deemed to have been received upon deposit in an official depository of the United States mail, addressed to the party to whom it is intended to be delivered, and sent by certified mail, return receipt requested), perform the care and maintenance required or otherwise perform the duties and responsibilities of such Owner as described in this Article IX. Provided, however, that this cure period shall be extended for a time not to exceed sixty (60) days so long as Owner shall have commenced to cure such nonconformity and shall diligently prosecute the same. Should any such Owner fail to fulfill this duty and responsibility within such period, then the Association, acting through its authorized agent or agents, shall have the right and power to enter onto the premises of such Owner and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any Person. The Owner of the Lot on which such work is performed shall be liable for the cost of such work, together with interest on the amounts expended by the Association in performing such work computed at the highest lawful rate as shall be permitted by law from the date(s) such amounts are expended until repayment to the Association, and for all costs and expenses incurred in seeking the compliance of such Owner with his duties and responsibilities hereunder, and such Owner shall reimburse the Association on demand for such costs and expenses (as above provided). If such Owner shall fail to reimburse the Association within thirty (30) days after the mailing to such Owner of a statement for such costs and expenses then, without limitation of any other rights of the Association, the Association may impose a Special Individual Assessment against such Owner.

ARTICLE XI  
GENERAL PROVISIONS

Section 1. Enforcement. The Homeowners Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Association or by any Owner to enforce any covenant or restriction herein contained and failure to do so in a timely manner shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and affect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots; provided, however, in the event there is a Developer in accordance with Article I, Section 5, for so long as Developer owns any portion of the Property, any amendment to this Declaration must be consented to in writing by the Developer.

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SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the undersigned, Amending Owners have caused this instrument to be executed the day and year first above written.

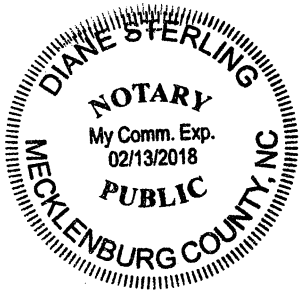
REVOLUTION INVESTMENTS, LLC

By: Mary L. Jackson  
Manager

STATE OF NORTH CAROLINA  
COUNTY OF ~~UNION~~ Mecklenburg

I, DIANE STERLING, the undersigned, a Notary Public of the County and State aforesaid, certify that MARY L. JACKSON personally appeared before me this day and acknowledged that she is the Manager of **Revolution Investments, LLC** and that as Manager she executed the foregoing and annexed instrument on behalf of the company. Witness my hand and official stamp or seal, this 16 day of OCTOBER, 2014.

Diane Sterling (SEAL)  
Notary Public  
Commission Expires: 2-13-18



[Attach Signature Pages for other Owners]



COXCO PROPERTIES, LLC

By: David L. Cox

Name: DAVID L. COX

Title: President

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Narainchandra Amin, the undersigned, a Notary Public of the County and State aforesaid, certify that Cox David Luther personally appeared before me this day and acknowledged that s/he is the President of Coxco Properties, LLC and that as President s/he executed the foregoing and annexed instrument on behalf of the company. Witness my hand and official stamp or seal, this 17 day of October, 2014.

Narainchandra Amin Notary Public (SEAL)  
My Commission Expires September 29, 2016 Commission Expires: \_\_\_\_\_

HUTSON INVESTMENTS, LLC

By: Daniel H Hutson  
Name: DANIEL H HUTSON  
Title: President

STATE OF South Carolina

COUNTY OF Horry

I, Jeannie Rappold the undersigned, a Notary Public of the County and State aforesaid, certify that Daniel H Hutson personally appeared before me this day and acknowledged that s/he is the President of Hutson Investments, LLC and that as President s/he executed the foregoing and annexed instrument on behalf of the company. Witness my hand and official stamp or seal, this 14<sup>th</sup> day of Oct, 2014.

Jeannie Rappold (SEAL)  
Notary Public  
Commission Expires: 5 - 28 - 2024

**JEANNIE RAPPOLD**  
Notary Public - State of South Carolina  
My Commission Expires May 28, 2024

Andrew James Oberer  
Andrew James Oberer

Angela Paige Oberer  
Angela Paige Oberer

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Laura J Sneed, a Notary Public for said County and State, do hereby certify that Andrew James Oberer,  personally known to me or  proven by satisfactory evidence (said evidence being NC DL), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 14 day of October, 2014.

Laura J Sneed  
Laura J Sneed, Notary Public  
(print or type name above)

LAURA J. SNEAD  
NOTARY PUBLIC  
MECKLENBURG COUNTY, NC

My Commission Expires: MY COMMISSION EXPIRES  
SEPTEMBER 25, 2015

[NOTARY SEAL]

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Laura J Sneed, a Notary Public for said County and State, do hereby certify that Angela Paige Oberer,  personally known to me or  proven by satisfactory evidence (said evidence being NC DL), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 14 day of October, 2014.

Laura J Sneed  
Laura J Sneed, Notary Public  
(print or type name above)

LAURA J. SNEAD  
NOTARY PUBLIC  
MECKLENBURG COUNTY, NC

My Commission Expires: MY COMMISSION EXPIRES  
SEPTEMBER 25, 2015

[NOTARY SEAL]

Jarrold Reno  
Jarrod Reno  
Angela Reno  
Angela Reno

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Angela Beers, a Notary Public for said County and State, do hereby certify that Jarrod Reno,  personally known to me or  proven by satisfactory evidence (said evidence being \_\_\_\_\_), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 15<sup>th</sup> day of October, 2014.

Angela Beers, Notary Public  
(print or type name above)

My Commission Expires: November 14, 2014



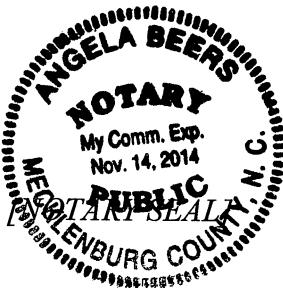
STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Angela Beers, a Notary Public for said County and State, do hereby certify that Angela Reno,  personally known to me or  proven by satisfactory evidence (said evidence being \_\_\_\_\_), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 15<sup>th</sup> day of October, 2014.

Angela Beers, Notary Public  
(print or type name above)

My Commission Expires: November 14, 2014

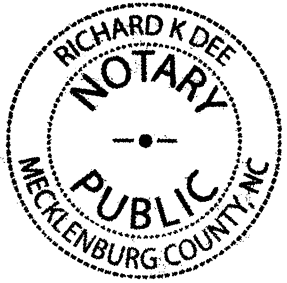


Hemachand  
Hemachand Tadikonda

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Richard K. Dee, a Notary Public for said County and State, do hereby certify that Hemachand Tadikonda,  personally known to me or  proven by satisfactory evidence (said evidence being Drivers License), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 15<sup>th</sup> day of October, 2014.



Richard K. Dee  
Richard K. Dee, Notary Public  
(print or type name above)

My Commission Expires: 2/19/2016

[NOTARY SEAL]

T. Sridhar  
Sridhar Tella

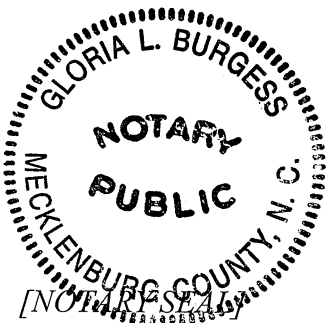
D. Sushma  
Sushma Diyyala

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Gloria L. Burgess, a Notary Public for said County and State, do hereby certify that Sridhar Tella,  personally known to me or  proven by satisfactory evidence (said evidence being driver's license), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 27<sup>th</sup> day of October, 2014.



Gloria L. Burgess  
Gloria L. Burgess, Notary Public  
(print or type name above)

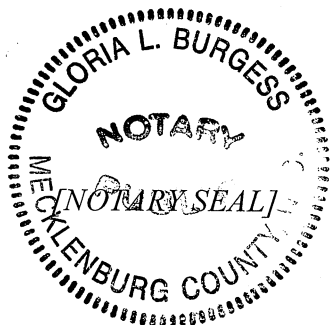
My Commission Expires: 2-18-17

STATE OF North Carolina

COUNTY OF Mecklenburg

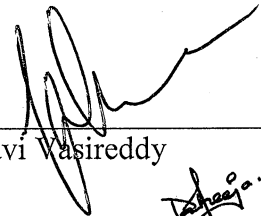
I, Gloria L. Burgess, a Notary Public for said County and State, do hereby certify that Sushma Diyyala,  personally known to me or  proven by satisfactory evidence (said evidence being driver's license), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 27<sup>th</sup> day of October, 2014.



Gloria L. Burgess  
Gloria L. Burgess, Notary Public  
(print or type name above)

My Commission Expires: 2-18-17

  
Ravi Vasireddy  
MAHEEJA KOTAREDDY

STATE OF North Carolina  
COUNTY OF Mecklenburg

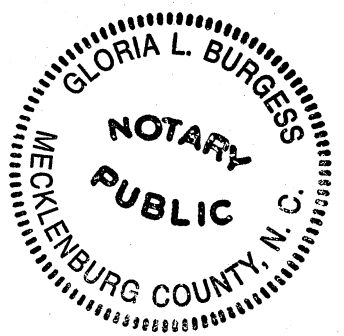
I, Gloria L. Burgess, a Notary Public for said County and State, do hereby certify that Ravi Vasireddy,  personally known to me or  proven by satisfactory evidence (said evidence being drives license and MAHEEJA KOTAREDDY), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 20<sup>th</sup> day of October, 2014.

Gloria L. Burgess  
Gloria L. Burgess, Notary Public  
(print or type name above)

My Commission Expires: 2-18-17

[NOTARY SEAL]



*Srikanth Yellanki*

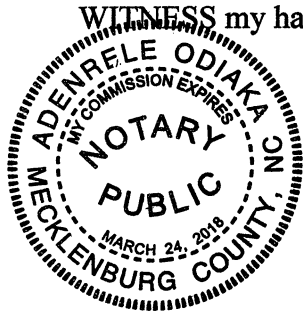
Srikanth Yellanki

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Adenrele Odiaka, a Notary Public for said County and State, do hereby certify that Srikanth Yellanki,  personally known to me or  proven by satisfactory evidence (said evidence being NC Driver License), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 15<sup>th</sup> day of October, 2014.



[NOTARY SEAL]

Adenrele Odiaka  
Adenrele Odiaka, Notary Public  
(print or type name above)

My Commission Expires: Mar. 24, 2018.



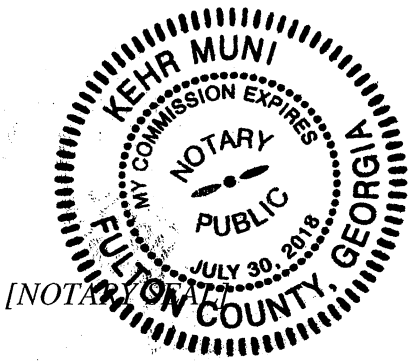
Maura D. Verrone  
Maura Verrone

\_\_\_\_\_  
Louis Verrone

STATE OF Georgia  
COUNTY OF Fulton

I, Kehr Muni, a Notary Public for said County and State, do hereby certify that Maura Verrone,  personally known to me or  proven by satisfactory evidence (said evidence being Driver's License), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 24 day of October, 2014.



Keher Muni  
Keher Muni, Notary Public  
(print or type name above)

My Commission Expires: July 30, 2018

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that Louise Verrone,  personally known to me or  proven by satisfactory evidence (said evidence being \_\_\_\_\_), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Maura Verrone

*[Handwritten Signature]*

Louis Verrone

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that Maura Verrone,  personally known to me or  proven by satisfactory evidence (said evidence being \_\_\_\_\_), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_, Notary Public  
(print or type name above)

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

STATE OF North Carolina

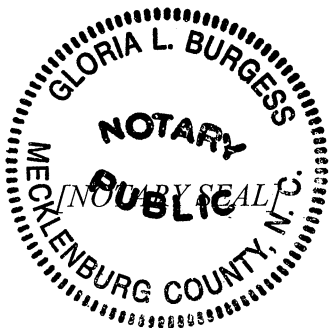
COUNTY OF Mecklenburg

I, Gloria L. Burgess, a Notary Public for said County and State, do hereby certify that Louise Verrone,  personally known to me or  proven by satisfactory evidence (said evidence being driver's license), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 24<sup>th</sup> day of October, 2014.

Gloria L. Burgess  
Gloria L. Burgess, Notary Public  
(print or type name above)

My Commission Expires: 2-18-17



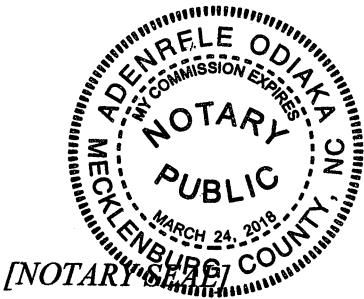
H. Lyti  
Pradeepti Kanagala

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Adenrele Odiaka, a Notary Public for said County and State, do hereby certify that Pradeepti Kanagala,  personally known to me or  proven by satisfactory evidence (said evidence being NC Drivers License), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 15<sup>th</sup> day of October, 2014.



Adenrele Odiaka  
Adenrele Odiaka, Notary Public  
(print or type name above)

My Commission Expires: Mar. 24, 2018

Afsaneh Y. Zadeh  
Afsaneh Y. Zadeh

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Andrew Rimer, a Notary Public for said County and State, do hereby certify that Afsaneh Y. Zadeh,  personally known to me or  proven by satisfactory evidence (said evidence being \_\_\_\_\_), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this 28 day of October, 2014.

Andrew Rimer  
Andrew Rimer, Notary Public  
(print or type name above)

My Commission Expires: February 13, 2018

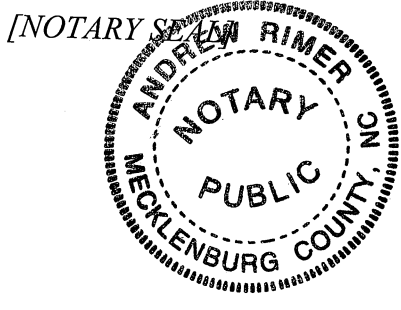


EXHIBIT A

1. All lots on map of Ezzell Hill, Map 1 recorded in Plat Cabinet K, File No. 153, as revised in Plat Cabinet K, File No. 317 in the Union County Public Registry;
2. All lots on map of Ezzell Hill, Map 1 recorded in Plat Cabinet K, File No. 154, as revised in Plat Cabinet K, File No. 318 in the Union County Public Registry;
3. Lots on map of Ezzell Hill, Map 3 recorded in Plat Cabinet K, File No. 248 in the Union County Public Registry;
4. All lots on map of Ezzell Hill, Map 2 recorded in Plat Cabinet K, File No. 378 in the Union County Public Registry;
5. All lots on map of Ezzell Hill, Map 4 recorded in Plat Cabinet K, File No. 581 in the Union County Public Registry;
6. The following acreage tract which will contain five (5) lots:

Commencing from an existing rebar being a common corner of Hutson Investments, LLC recorded in Deed Book 1526 at Page 240 and Birch Brothers Southern, Inc. recorded in Deed Book 212 at Page 664, Union County Register of Deeds, thence South 05-27-36 East 468.60 feet to an existing rebar on the most northern right of way of New Town Road (SR 1315), thence leaving said right of way North 48-57-34 West 866.32 feet to a rebar set being the BEGINNING point, thence from said BEGINNING point the following nine (9) new calls, 1<sup>st</sup>. South 03-16-04 West 180.74 feet to a set rebar, thence 2<sup>nd</sup>, North 86-43-56 West 52.25 feet to a rebar set, thence 3<sup>rd</sup> South 03-16-04 West 36.58 feet to a rebar set, thence 4<sup>th</sup>. North 86-22-19 West 220 feet to a rebar set, thence 5<sup>th</sup>. North 03-16-04 East 35.20 feet to a rebar set, thence 6<sup>th</sup>. North 86-43-56 West 57.81 feet to a rebar set, thence 7<sup>th</sup>. Along a circular curve to the right having a radius of 170.00 feet and an arc length of 17.25 feet and also having a chord bearing North 83-49-33 West 17.24 feet to a rebar set, thence 8<sup>th</sup>. North 09-04-50 East 184.41 feet to a rebar set, thence 9<sup>th</sup>, South 86-06-17 East 328.61 feet to a point and place of BEGINNING and containing 1.596 acres according to a survey prepared by McAuley Land Surveying, Inc. dated August 21, 2006, to which survey reference is made for a more particular description of the property.