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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ASHLEY WOODS, SECTION III

37L

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TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS 1
Section 1.	Additional Property 1
Section 2.	Appropriate Local Governmental Authority 2
Section 3.	Association 2
Section 4.	Common Elements or Common Area 2
Section 5.	Declarant 3
Section 6.	Declarant's Development Period 3
Section 7.	Lot 3
Section 8.	Master Plan 3
Section 9.	Member 4
Section 10.	Owner 4
Section 11.	Period of Declarant Control 4
Section 12.	Planned Community Act 4
Section 13.	Properties 4
ARTICLE II	PROPERTY RIGHTS 4
Section 1.	RECREATIONAL AMENITIES WHICH MAY BE LOCATED IN THE COMMON ELEMENTS 4
Section 2.	MAINTENANCE OF FACILITIES 5
Section 3.	RULES AND REGULATIONS 5
Section 4.	OWNERS EASEMENTS OF ENJOYMENT 5
Section 5.	DELEGATION OF USE 7
Section 6.	LEASES OF LOTS 7
ARTICLE III	MEMBERSHIP AND VOTING RIGHTS 7
Section 1.	MEMBERSHIP 7
Section 2.	CLASSES OF MEMBERSHIP 8
Section 3.	DECLARANT'S RIGHT TO REPRESENTATION ON THE EXECUTIVE BOARD OF THE ASSOCIATION 8
ARTICLE IV	COVENANT FOR MAINTENANCE AND ASSESSMENTS 9
Section 1.	CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS 9
Section 2.	PURPOSE OF ASSESSMENTS 9
Section 3.	ADOPTION OF BUDGET AND FIXING OF ANNUAL ASSESSMENTS; MAXIMUM ANNUAL ASSESSMENT 11
Section 4.	SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS 11
Section 5.	NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4 12
Section 6.	RATE OF ANNUAL ASSESSMENT 12
Section 7.	DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES 12
Section 8.	WORKING CAPITAL ASSESSMENTS 12
Section 9.	EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION 12
Section 10.	EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION 13
Section 11.	SUBORDINATION OF THE LIEN FOR ASSESSMENTS TO THE LIEN OF FIRST MORTGAGES 13
Section 12.	EXEMPT PROPERTY 13

TABLE OF CONTENTS
(continued)

	Page
ARTICLE V ARCHITECTURAL CONTROL	14
Section 1. IMPROVEMENTS	14
Section 2. PROCEDURES	15
ARTICLE VI EXTERIOR MAINTENANCE	16
Section 1. MAINTENANCE TO BE PERFORMED BY THE ASSOCIATION	16
Section 2. MAINTENANCE TO BE PERFORMED BY THE OWNERS	16
ARTICLE VII RESTRICTIONS	17
Section 1. LAND USE	17
Section 2. INCIDENTAL HOME OCCUPATIONS	17
Section 3. DWELLING SPECIFICATIONS	18
Section 4. NUISANCE	18
Section 5. MOTOR VEHICLES	19
Section 6. ANIMALS	19
Section 7. OUTSIDE ANTENNAS	19
Section 8. SUBDIVISION OF LOTS	19
Section 9. SIGNS	20
Section 10. MOBILE HOMES, MANUFACTURED HOMES, ETC	20
Section 11. FENCES OR WALLS	20
Section 12. SWIMMING POOLS	20
Section 13. BASKETBALL GOALS	20
ARTICLE VIII BASEMENTS	21
Section 1. UTILITIES	21
Section 2. SIGNS	21
Section 3. EASEMENT RESERVED BY DECLARANT	21
Section 4. ENCROACHMENTS	22
ARTICLE IX RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS	22
Section 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS	22
Section 2. OBLIGATION OF ASSOCIATION TO INSTYTUTIONAL LENDERS	22
Section 3. REQUIREMENTS OF INSTITUTIONAL LENDER	23
ARTICLE X GENERAL PROVISIONS	23
Section 1. ENFORCEMENT	23
Section 2. SEVERABILITY	25
Section 3. AMENDMENT	25
Section 4. ANNEXATION	26
Section 5. AMPLIFICATION	26

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ASHLEY WOODS, SECTION III**

THIS DECLARATION is made on the date hereinafter set forth by University Drive Properties, LLC, a North Carolina limited liability company having an office in Alamance County, North Carolina, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property consisting of 63.15 acres, more or less, located in the Counties of Alamance and Guilford, State of North Carolina, which Declarant intends to develop in phases, as Ashley Woods, Section III. Phase 1 is more particularly described as follows:

ALL of the land shown on the plat entitled "Final Plat, Ashley Woods Subdivision, Section III, Phase 1" recorded in Plat Book 72, Page 246, in the Office of the Register of Deeds of Alamance County, North Carolina, and recorded in Book 173, at Page 73, Guilford County Registry.

WHEREAS, it is the intent of the Declarant hereby to cause the above-described property (Phase 1) to be subjected to this Declaration of Covenants, Conditions and Restrictions. Future phases will be added and subjected to this Declaration as hereinafter provided.

NOW, THEREFORE, Declarant hereby declares that all of the property described above (Phase 1) 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 be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. It is the intent of Declarant that the provisions of this Declaration in all respects conform and comply to the requirements set forth in the North Carolina Planned Community Act. To the extent any provision contained herein does not conform or comply with the North Carolina Planned Community Act, the provisions of the Act shall control.

ARTICLE I

DEFINITIONS

SECTION 1. Additional Property. "Additional Property" shall mean and refer to the property described in Schedule "A," attached hereto and incorporated herein by this reference,

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together with any other property located adjacent to the Properties. For the purpose of determining whether property is adjacent to the Properties, the rights of way of public roads and utilities, as well as rivers and streams, shall be deemed not to separate otherwise adjacent property.

SECTION 2. Appropriate Local Governmental Authority. "Appropriate Local Governmental Authority" shall mean and refer to the Town of Gibsonville, Alamance and/or Guilford County or other appropriate local governmental authority having jurisdiction over the Properties.

SECTION 3. Association. "Association" shall mean and refer to Ashley Woods, Section III Homeowners Association, Inc., its successors and assigns.

SECTION 4. Common Elements or Common Area. "Common Elements" or "Common Area" shall mean all real property owned by the Association (whether owned in fee or by way of license or easement) or leased by the Association, other than a Lot. The Common Elements to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All of the land designated "Amenities Center/Common Area and Common Area/Open Space" as shown on the plat entitled "Final Plat, Ashley Woods Subdivision, Section III, Phase 1" and recorded in Plat Book 72, Page 246, in the Office of the Register of Deeds, Alamance County, North Carolina, and recorded in Plat Book 73, Page 73, Guilford County Registry.

Declarant reserves the right, in its sole discretion, to convey or cause to be conveyed to the Association from time to time and without the consent of the Association or its Members, additional property, which property may include any portion of the Properties, including any Additional Property annexed by Declarant pursuant to Article X, Section 4 hereof. The Association shall accept any such conveyance of property and thereafter such property shall be held and maintained by the Association as Common Elements. Declarant intends to construct or cause to be constructed on the Common Elements, a pool house, cabana, swimming pool, and some additional recreational facilities. Additional recreational facilities may include some, but not all of the following: tennis court or courts, basketball court or play areas for children. During the development of Ashley Woods, Section III, Declarant shall undertake to evaluate and determine, in Declarant's sole discretion, those additional recreational facilities which will be of greatest benefit to residents in Ashley Woods, Section III and provide those during the course of development of Ashley Woods, Section III. Other improvements, which may include, but shall not be limited to, roadways, retention or detention ponds, erosion control devices or water quality or quantity devices, may be located on any such Common Elements. Except as otherwise provided in Section 47F-3-113 of the Planned Community Act, the Association shall be required to promptly repair and replace any portion of the Common Elements for which the Association is required to maintain casualty insurance pursuant to the Bylaws of the Association which is damaged or destroyed. All Common Elements shall be conveyed to the Association in their "as is" condition without any express or implied warranty. [DECLARANT HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE COMMON ELEMENTS.]

The Association also may acquire additional Common Elements with the consent of the Members of the Association entitled to cast at least two-thirds (2/3) of the votes of each class of Members of the Association, who are voting, in person or by proxy, at a meeting duly called for such purpose; provided, however, during Declarant's Development Period no such action shall be effective without Declarant's consent and approval. For such a conveyance to be effective, the deed or instrument conveying to the Association additional Common Elements must: (1) be executed on behalf of the Association by its duly authorized officers; (2) contain an attestation by the officers executing the instrument on behalf of the Association that the requisite owner and Declarant approval has been obtained and is evidenced by written acknowledgments signed by the owners approving the amendment and if required, Declarant, and that such acknowledgments are made a part of the minute book of the Association; and (3) be properly recorded in the Alamance and Guilford County Registries.

SECTION 5. Declarant. "Declarant" shall mean and refer to University Drive Properties, LLC, as well as its successors and assigns, pursuant to an express assignment or conveyance of any special declarant rights hereunder to such successor or assign, all of which rights, including Declarant's voting, architectural review, easement and development rights, shall be assignable and may be apportioned on a lot-by-lot basis.

SECTION 6. Declarant's Development Period. "Declarant's Development Period" shall mean and refer to the period of time commencing on the date this Declaration is recorded in the Office of the Register of Deeds, Alamance or Guilford County, North Carolina, and continuing for so long as Declarant shall have the right to annex any portion of the Additional Property pursuant to the provisions of Article X, Section 4 hereof or Declarant or any affiliate of Declarant shall own any portion of the Properties.

SECTION 7. Lot. "Lot" shall mean and refer to any separately numbered plot of land shown upon any now or subsequently recorded subdivision plat of the Properties intended for single family residential purposes and shall include any improvements constructed thereon and "Lots" shall refer to all such lots collectively. Declarant hereby reserves the right to reconfigure, from time to time and without the consent of the Owners or the Members of the Association, the boundaries of any Lot or Lots owned by Declarant and to thereby create additional Lots, eliminate existing Lots or create additional Common Elements; provided, however, in no event shall the Properties contain a greater number of Lots than the number from time to time permitted by the Appropriate Local Governmental Authority, nor shall any Lot within the Properties contain fewer square feet than the minimum number of square feet from time to time required by the Appropriate Local Governmental Authority. If Declarant elects to exercise its right to revise the boundaries of one or more Lots owned by Declarant, Declarant shall record a revised plat of the affected Lot or Lots. Upon the recording by Declarant of such a revised plat, each lot shown on the previously recorded plat or plats, the boundaries of which are revised by the revised plat, shall cease to be a "Lot" as defined in this Declaration and each newly configured lot shown on the revised plat shall be a "Lot" as defined in this Declaration.

SECTION 8. Master Plan. "Master Plan" shall mean and refer to the plan(s) for the Properties and the Additional Property now or hereafter approved by the Appropriate Local Governmental Authority, as such plan(s) may be from time to time amended and approved.

SECTION 9. Member. "Member" shall mean and refer to every person or entity who holds Membership with voting rights in the Association.

SECTION 10. Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 11. Period of Declarant Control. "Period of Declarant Control" shall mean and refer to the period of time commencing on the date this Declaration is recorded in the Office of the Register of Deeds, Alamance or Guilford County, North Carolina, and continuing for so long as Declarant shall have the right to annex any portion of the Additional Property pursuant to the provisions of Article X, Section 4 hereof or Declarant or any affiliate of Declarant shall own any portion of the Properties.

SECTION 12. Planned Community Act. "Planned Community Act" shall mean and refer to the provisions of Chapter 47F of the General Statutes of North Carolina.

SECTION 13. Properties. "Properties" shall mean and refer to all of the property hereby or hereafter made subject to the terms, covenants and conditions of this Declaration, as amended from time to time.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. RECREATIONAL AMENITIES WHICH MAY BE LOCATED IN THE COMMON ELEMENTS. Declarant hereafter intends to construct or cause to be constructed, a pool house, cabana, swimming pool and related recreational facilities, walkways and related driveways, parking and other facilities on a portion of the Common Elements. Declarant does not contemplate the construction of any other recreational improvements or amenities within the Common Elements.

During Declarant's Development Period, Declarant or its affiliate shall have the right to require the exclusive (or, at the discretion of Declarant or its affiliate, non-exclusive) use of all or certain portions of any Common Elements for events promoting the sale of lots or homes in Ashley Woods; provided, however, no such use by Declarant or its affiliate shall unreasonably interfere with or obstruct ingress, egress and regress to or from the Lots.

Pursuant to rules and regulations from time to time promulgated by the Association, upon request and after such notice as the rules and regulations may require, the Association, in the sole discretion of the Association's Executive Board or its designee, may allow a Member of the Association exclusive use of all or certain portions of any Common Elements for private events for a period not to exceed twenty-four (24) hours. Such rules and regulations may require that fees and/or deposits be paid to the Association in connection with such exclusive private use. Any damage to the Common Elements or any improvements located thereon during any such private event and any liability incurred by the Association as a result thereof not covered by insurance maintained by the Association (including any deductible) shall be the personal

obligation of the Member or Members (joint and several) reserving the Common Elements and if not paid within thirty (30) days of written demand therefor shall be subject to collection by the Association in accordance with the provisions of Article X hereof.

SECTION 2. MAINTENANCE OF FACILITIES. The Association shall maintain any drainage or erosion control devices, water quality or water quantity facilities, and water and sanitary sewer lines, storm sewer utility lines, electrical lines and conduit and equipment not accepted for public maintenance and located within the Common Elements now or hereafter conveyed to the Association by Declarant.

SECTION 3. RULES AND REGULATIONS. The Executive Board of the Association may establish reasonable rules and regulations concerning the use of the Common Elements and improvements located thereon. Such rules and regulations may prohibit or restrict the use of any Common Elements and recreational amenities located therein and the recreational activities within the Common Elements and may provide for access to any recreational amenities through designated portions of the Common Elements. The Association may impose reasonable monetary fines and other sanctions for the violation established rules and regulations and for the violation of any of the covenants and conditions contained in this Declaration, which monetary fines and sanctions shall be assessed and collected pursuant to the provisions of Articles IV and X hereof. Copies of such rules and regulations and the amendments thereto shall be furnished by the Association to all owners prior to the effective date thereof. All such rules and regulations shall be binding upon the owners, their families, tenants, guests, invitees and agents until and unless such regulation, rule or requirement shall be specifically overruled, canceled, or modified by the Executive Board of the Association or by the Members of the Association entitled to cast at least two-thirds (2/3) of the votes of the Association, who are voting, in person or by proxy, at a meeting duly called for such purpose; provided, however, during any Period of Declarant Control, Declarant must also consent to such action.

SECTION 4. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the easements herein reserved by Declarant or created in favor of the Association, including, without limitation the easements set forth in Article VIII hereof;

(b) The right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Elements, including but not limited to, the right of the Association to create a Recreational Membership, which will entitle persons who are not Owners and who reside in Ashley Woods, Sections I and II to be a Recreational Member with rights to the utilization of the pool house, cabana and swimming pool, and other recreational facilities, upon such terms and conditions and for such charges, fees and dues as the Association shall from time to time establish. Declarant shall have the right to charge an initial fee for such Recreational Membership, which Declarant shall be entitled to retain and utilize to help defray the costs of construction of the recreational facilities, but the monthly, quarterly or annual dues or any other charges that shall be established by the Association for

Recreational Membership shall become a part of the assets of the Association which may be used in the operation and management of the Properties. Recreational Members shall have no voting rights in the Association;

(c) the right of the Association to suspend the voting rights by the Owner(s) of any Lot for any period during which any assessment against such Lot remains unpaid and for any period during which such Lot or any Owner or occupant thereof is in violation of the terms of this Declaration or the published rules and regulations of the Association and for a period not to exceed sixty (60) days after any such violation;

(d) the right of the Association to dedicate or transfer non-exclusive easements on, over and upon all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Association's Executive Board; provided, however, no such dedication or transfer shall be effective unless an instrument executed on behalf of the Association by its duly authorized officers, agreeing to such dedication or transfer, has been recorded;

(e) the right of the Association, pursuant to Section 47F-3-112 of the Planned Community Act and with the consent of the Members entitled to cast at least eighty percent (80%) of the votes of the Association (including two-thirds of the votes of the Members present at a meeting of the Members held in accordance with the Bylaws of the Association, such vote including at least a majority of the votes of the Members present other than Declarant), to dedicate or transfer fee title to all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Members consenting to such dedication or transfer; provided, however, during Declarant's Development Period, Declarant must also consent to such action and, further provided that no such dedication or transfer shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances;

(f) the right of the Association to impose rules and regulations for the use and enjoyment of the Common Elements and improvements thereon, which regulations may further restrict the use of the Common Elements, and specifically including the right to make permanent and temporary assignments of parking spaces and to establish rules and regulations concerning parking and vehicular traffic flow on and along the streets and roadways, whether public or private, within or abutting the Properties which rules and regulations may restrict or prohibit on-street parking and may be enforced by towing at the expense of the vehicle's owner, by reasonable fine levied against the vehicle's owner and/or any Owner of a Lot to which such violation reasonably may be attributed, or by any other reasonable method of enforcement established by the Association's Executive Board;

(g) the right of the Association to borrow money for the purpose of improving the Common Elements and facilities thereon and, with the assent of the Members entitled to cast at least eighty percent (80%) of the votes of the Association (including two-thirds of the votes of the Members present at a meeting of the Members held in accordance with

the Bylaws of the Association, such vote including at least a majority of the votes of the Members present other than Declarant), mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred (any such mortgage shall be effective if it is executed on behalf of the Association by its duly authorized officers and recites that the requisite consent of Members has been obtained and documented in the Minute Book of the Association); provided, however, during Declarant's Development Period, Declarant must also consent to such action, and further provided that no such mortgage, encumbrance or hypothecation or foreclosure of the lien thereby created shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances; and

(h) the right of the Association to convey to Declarant portions of the Common Elements for the purpose of correcting erroneous conveyances of Common Elements or eliminating unintentional encroachments of dwellings or other improvements onto portions of the Common Elements or for the purpose of enhancing the utility of the Common Elements to be retained by the Association; provided, however, no such conveyance shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances.

SECTION 5. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's rights of enjoyment of the Common Elements and facilities to the members of such Owner's family, tenants or contract purchasers who reside on the Lot of such Owner.

SECTION 6. LEASES OF LOTS. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Bylaws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing and shall have a term of not less than six (6) months. Other than the foregoing there is no restriction on the right of any Owner to lease such Owner's Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP. Every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including Declarant and any affiliated entity shall be a voting Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Such Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Except as otherwise provided in Section 2 below, on

all matters which the Membership shall be entitled to vote, the Member(s) owning each Lot shall be entitled to one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 2. CLASSES OF MEMBERSHIP. The Association shall have two classes of voting membership:

Class A: The Class A Members shall be every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, except for Declarant or any affiliated entity during any Period of Declarant Control. Class A Members shall be entitled to one (1) vote for each Lot owned. In the event that a Lot is owned by more than one Class A Member, the Owners of such Lot, collectively, shall be allocated not more than one (1) vote and the vote allocated to such Lot shall be cast as such Owners may agree between or among themselves.

Class B: Declarant shall be the Class B Member and Declarant shall be entitled to three (3) votes for each lot shown on the Master Plan as developed or to be developed as a part of Ashley Woods, Section III which has not been conveyed by Declarant or any affiliated entity to a Class A Member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; however, the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (ii) below, the Master Plan is amended to add additional lots developed or to be developed as a part of Ashley Woods, Section III sufficient to give the Class B membership a total number of votes (with the Class B membership entitled to three (3) votes for each lot shown on the Master Plan as developed or to be developed as a part of Ashley Woods, Section III which has not been conveyed by Declarant or an affiliate of Declarant to a Class A Member) greater than those of the Class A membership; or,

(ii) Ten (10) years from the date this Declaration is recorded in the Office of the Register of Deeds, Alamance or Guilford County, North Carolina.

SECTION 3. DECLARANT'S RIGHT TO REPRESENTATION ON THE EXECUTIVE BOARD OF THE ASSOCIATION. During any Period of Declarant Control, Declarant shall have the right to designate and select all of the Members of each Executive Board

of the Association. Whenever Declarant shall be entitled to designate and select any person or persons to serve on any Executive Board of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association, and Declarant shall have the right to remove any person or persons selected by it to act and serve on said Executive Board and to replace such person or persons with another person or other persons to act and serve in the place of any member or members of the Executive Board so removed for the remainder of the unexpired term of any member or members of the Executive Board so removed. Any Executive Board member designated and selected by Declarant need not be a resident of the Properties. Except as otherwise provided in the Bylaws with respect to the filling of vacancies, any members of the Executive Board which Declarant is not entitled to designate or select shall be elected by the Members of the Association.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay: (a) to the Association: (i) annual and other assessments and charges provided for herein, together with interest, and late fees, costs and reasonable attorneys' fees; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Elements; and (ii) a pro rata share of assessments for public improvements to or for the benefit of the Common Elements if the Association shall default in the payment of either or both for a period of six (6) months. The Declarant shall not be obligated to pay any annual or special assessments for any Lot owned within the Properties. All assessments and charges provided for herein, together with interest, and late fees, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made when a claim of lien is filed of record in the Office of the Clerk of Superior Court, Alamance or Guilford County, North Carolina, as applicable for the property against which the lien is claimed. Each such assessment and charge, together with interest, any late fees, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements or the Lots, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of any taxes assessed against the Common Elements, the payment of assessments assessed against the Common Elements and any improvements thereupon;

the maintenance of the grounds of each Lot as provided in Article VI; the procurement and maintenance of insurance in accordance with the Bylaws; the maintenance of any water quality, quantity or erosion control devices, water and sanitary sewer lines, storm sewer utility lines, electrical lines and conduit and equipment not accepted for public maintenance located within the Common Elements; the erection, maintenance and repair of signs, entranceways, landscaping and street lights within public rights-of-way within the Properties and lighting within easements provided therefor or the Common Elements, road medians and islands; if required by the Town of Gibsonville, maintenance and repairs to any pavers or simulated pavers that may be installed at crosswalks within public rights-of-way; the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Elements; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to and within the Common Elements, including, but not limited to, all water and sanitary sewer lines and storm sewer utility lines serving the Properties that have not been accepted for public maintenance and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws of the Association. As monies for any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and Common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the Members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer such Owner's Membership interest therein, except as an appurtenance to such Owner's Lot. When any Owner shall cease to be a Member of the Association by reason of such Owner's divestment of ownership of such Owner's Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

SECTION 3. ADOPTION OF BUDGET AND FIXING OF ANNUAL ASSESSMENTS; MAXIMUM ANNUAL ASSESSMENT.

(a) At least thirty (30) days in advance of each annual assessment period, the Executive Board shall establish an annual budget and fix the amount of the annual assessments in advance for the following year. Within thirty (30) days of the adoption of any proposed budget, the Executive Board shall provide to all of the Owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Executive Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than fifteen (15) 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 that meeting the Owners of a majority of the Lots reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

(b) Until December 31 of the year of the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred Fifty and No/100 Dollars (\$550.00) per Lot, and may be collected in semi-annual installments of Two Hundred Seventy-five and 00/100 Dollars (\$275.00) per Lot. The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be established by the Executive Board and may be increased by the Executive Board without approval by the Membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year. The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of the Members entitled to cast at least two-thirds (2/3) of the votes of each class of Members of the Association who are voting, in person or by proxy, at a meeting duly called for this purpose; provided, however, during any Period of Declarant Control, Declarant must also consent to such action.

(c) The Executive Board may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 6 of this Article.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Members entitled to cast at least two-thirds (2/3) of the votes of each class of Members of the Association who are voting, in person or by proxy, at a meeting duly called for this purpose; provided, however, during the Declarant's Development Period, Declarant must also consent to such action. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of all the votes of each class of Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. The required quorum shall continue to be reduced by fifty percent (50%) at subsequent meetings until a quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to a Lot on the first day of the month following the date such Lot is conveyed to an Owner other than a Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Executive Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 8. WORKING CAPITAL ASSESSMENTS. In addition to the annual assessments authorized above, at the time of the closing of the first sale of each Lot to a purchaser other than a Declarant, the purchaser(s) thereof shall pay to the Association an amount equal to two-twelfths (2/12ths) of the then current annual assessment established by the Association. Such funds shall be used by the Association to establish a Working Capital Fund, the purpose of which is to help insure that the Association will have sufficient monies available to meet its initial operational needs, unforeseen expenditures or long-term capital improvements and repairs to the Common Elements. No such payments made into the Working Capital Fund shall be considered an advance or current payment of regular assessments. All monies paid into the Working Capital Fund shall be held and administered by the Association in accordance with the terms of the Declaration and these Bylaws.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate from time to time established by the Association not to exceed eighteen percent (18%) per annum. In addition, the Association may charge a reasonable late fee, the amount of which shall be established from time to time by the Executive Board of the Association [but which shall not exceed the greater of Twenty Dollars (\$20.00) per month or ten percent (10%) of any assessment unpaid], for assessments not paid within thirty (30) days after the due date and after notice and an opportunity to be heard, the Association may suspend privileges or services provided by the Association (except rights of access to Lots) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer, which suspension may continue without further hearing until

the delinquency is cured. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosure of a mortgage or deed of trust on real estate under power of sale, and interest, any late fees, costs and reasonable attorneys' fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Elements or abandonment of such Owner's Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

SECTION 10. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Elements or assessments for public improvements to the Common Elements, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, such Owner's heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 11. SUBORDINATION OF THE LIEN FOR ASSESSMENTS TO THE LIEN OF FIRST MORTGAGES. The lien to secure payment of assessments shall be subordinate to the lien of any first mortgage or deed of trust. When the holder of a first mortgage or first deed of trust of record, or other purchaser of a lot obtains title to the lot as a result of foreclosure of a first mortgage or first deed of trust or deed in lieu of foreclosure, such purchaser and its heirs, successors, and assigns, shall not be liable for the assessments against such Lot which become due prior to the acquisition of title to such Lot by such purchaser. Such unpaid assessments shall be deemed to be common expenses collectible from all Owners including such purchaser, its heirs, successors, and assigns. Such sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer; provided, however, no such sale or transfer shall relieve such Lot or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 12. EXEMPT PROPERTY. All property dedicated to, and accepted by, a public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 1. IMPROVEMENTS. No improvements, alteration, repair, change in paint color, excavation, change in grade, planting, landscaping, modification of driveways, exterior decoration (including, without limitation, yard ornaments, figurines, statues, bird baths, houses and feeders, flags and similar items) or other work which in any way alters the exterior of any Lot or the improvements located thereon from their natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant or an affiliate of Declarant to an Owner other than Declarant or an affiliate of Declarant, shall be commenced, erected or maintained upon any Lot and no building, fence wall, residence or other structure shall be commenced, erected, maintained, improved, altered or removed, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Executive Board of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board (the "Architectural Control Committee"). No mature, healthy tree having a diameter of four inches (4") or greater four feet (4') above ground shall be removed from any Lot without approval of the Architectural Control Committee. "Clear Cutting" of a Lot is specifically prohibited. Prior to commencement of any removal of trees at any time for any reason, including, without limitation, in preparation for commencement of construction of a residence on a Lot, the Owner, at Owner's expense, shall consult with and obtain the recommendation ("Tree Recommendation") of Rett Davis (or any other consultant designated in writing by Declarant). The Tree Recommendation shall be followed in all removal of trees, provided, that Declarant, in Declarant's sole discretion, may modify, in writing, the requirements of the Tree Recommendation. Notwithstanding the foregoing, landscaping improvements within any Lot consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections of the streets and/or driveways located within the Properties shall not require approval by the Executive Board of the Association or the Architectural Control Committee. Provided further, however, any landscaping within an area designated "Landscaping Easement" on any record plat of a Lot may not be removed and shall be maintained by the Owner of the Lot at the Owner's expense. In addition, temporary seasonal exterior decorations shall not require the prior approval of the Executive Board or the Architectural Control Committee, but if any such decorations are determined, in the sole discretion of the Executive Board or the Architectural Control Committee, to be distasteful or otherwise disruptive of the aesthetics or visual harmony of the community, the Executive Board or the Architectural Control Committee may require that such decorations promptly and permanently be removed. In the event that an Owner neglects or fails to remove any such decorations at the request of the Executive Board or the Architectural Control Committee, the Association may provide such removal. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times for such purpose and the cost of such removal shall be added to and become a part of the assessment to which such Lot is subject. Notwithstanding the foregoing, nothing herein contained shall prevent or interfere with the right of Declarant or any affiliate of Declarant to improve and develop the Properties, including the Lots, as Declarant or such affiliate chooses, so long as said development follows the general plan of development of the Properties from time

to time approved by the Appropriate Local Governmental Authority. Accordingly, nothing herein shall require that either Declarant or any affiliate of Declarant seek or obtain the approval of the Architectural Control Committee for improvements erected on the Properties by or at the direction of Declarant or any such affiliate. In addition, for so long as Declarant or any affiliated entity owns any Lot or has the right to annex any Additional Property pursuant to Section 4(b), Article X hereof, Declarant or its affiliate may approve any plans and specifications rejected by the Executive Board or the Architectural Control Committee for the construction or alteration of improvements on any Lot provided the construction or alteration approved by Declarant or its affiliate comport with the general scheme of development from time to time approved by the Appropriate Local Governmental Authority. Such approval by Declarant or its affiliate shall operate and have the same effect as approval by the Executive Board or the Architectural Control Committee.

SECTION 2. PROCEDURES.

(a) Any person desiring to make any improvement, alteration or change described in Section 1 above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Executive Board of the Association or the Architectural Control Committee which shall evaluate such plans and specification in light of the purposes of this Article.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specification, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specification bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specification shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of any such plans and specification relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specification, as approved, and any conditions attached to any such approval. As a condition to the granting of approval of any request made under this Article, the Association may require that the Owner(s) requesting such change be liable for any cost of maintaining, repairing and insuring the approved alteration. If such condition is imposed, the Owner(s) shall evidence consent thereto by a written document in recordable form satisfactory to the Association. Thereafter, the Owner(s), and any subsequent Owner(s) of the Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree that the cost of maintaining, repairing and insuring such alteration shall be a part of the annual assessment or charge set forth herein, and subject to the lien rights described herein.

(c) Neither Declarant, nor any other member of the Association's Executive Board or Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specification approved by them, nor for any structural defects

in any work done according to such plans and specifications. Further, neither Declarant, nor any member of the Association's Executive Board or Architectural Control Committee, shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specification or the exercise of any other power or right provided for in this Declaration nor for any approvals or permits required from any governmental or other entity. Every Person who submits plans or specifications for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that he or she will not bring any action or suit against Declarant, or any member of the Association's Executive Board or Architectural Control Committee, to recover any such damage.

ARTICLE VI

EXTERIOR MAINTENANCE

SECTION 1. MAINTENANCE TO BE PERFORMED BY THE ASSOCIATION. The Association shall maintain the Common Elements, open spaces and streets within the Common Elements which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way within the Properties, and street lights or sidewalks erected by the Association or Declarant in the rights-of-way of streets (whether public or private) or in any other easement provided for such purpose within the Properties or, if required by the Town of Gibsonville, the Association shall maintain any pavers or simulated pavers that may be installed at crosswalks within public rights-of-way. Without limiting the foregoing, the Association shall maintain any drainage or water quality, quantity or erosion control devices or water and sanitary sewer lines, storm sewer utility lines, electrical lines and conduit and equipment located within the Common Elements and not accepted for public maintenance now or hereafter conveyed to the Association by Declarant that are required to be maintained by the governmental office(s) having jurisdiction as directed by such governmental office(s). In the event the Association is dissolved or otherwise defaults on its obligation to maintain any such drainage or water quality, quantity or erosion control devices or water and sanitary sewer lines, storm sewer utility lines, electrical lines and conduit and equipment located within the Common Elements and not accepted for public maintenance, Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay a pro rata share of the cost of the maintenance of such drainage or water quality, quantity or erosion control devices or water and sanitary sewer lines, storm sewer utility lines, electrical lines and conduit and equipment located within the Common Elements and not accepted for public maintenance.

SECTION 2. MAINTENANCE TO BE PERFORMED BY THE OWNERS. Each Owner shall be responsible for the exterior maintenance of such Owner's dwelling and Lot, including, without limitation, the following: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, landscaping, driveways, steps, walks and other exterior improvements. Each Owner shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all utility lines, fixtures and/or their connections located within such Owner's Lot and which are required to provide water, light,

power, telephone, sewage and sanitary service exclusively to such Owner's Lot which are not publicly maintained. Each Owner shall also be responsible for the maintenance, repair and replacement of any sidewalks, curbs or other improvements which may be damaged or destroyed by such Owner or such Owner's contractors.

In the event that an Owner neglects or fails to maintain such Owner's Lot and/or the exterior of such Owner's dwelling in a manner consistent with other Lots and dwellings within the Properties or fails to maintain such Owner's Lot in a safe condition and free of debris, the Association may provide such exterior maintenance; provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance by such Owner. The determination as to whether an Owner has neglected or failed to maintain such Owner's Lot and/or dwelling in a manner consistent with other Lots and dwellings within the Properties shall be made by the Executive Board of the Association, in its sole discretion. In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

ARTICLE VII

RESTRICTIONS

SECTION 1. LAND USE. No Lot shall be used except for single-family residential purposes; provided, however, Declarant, or any affiliated entity may use any Lot owned or leased by Declarant or any affiliated entity as a temporary sales office and/or model for the purposes of carrying on business related to the development, improvement and sale of the Properties or the Additional Property. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half (2½) stories in height, and an optional attached private garage for not more than three (3) cars, and one (1) permanent accessory building incidental to the residential use of the Lot. By way of illustration and not of limitation, any such accessory building must be approved by the Executive Committee or by the Architectural Control Committee and be erected on a permanent foundation and be constructed on the Lot and must be of the same exterior material as the residence. All driveways shall be paved by a material approved by the Architectural Control Committee. Playgrounds, playhouses, play sets and other similar structures and facilities for children shall be allowed on any Lot upon approval by the Architectural Control Committee. All mailboxes shall be of a design and materials designated by Declarant.

SECTION 2. INCIDENTAL HOME OCCUPATIONS. Incidental home occupations ("IHO") shall be permitted within residences provided that the following conditions are met:

- (a) The maximum area within any residence which may be utilized for an IHO shall be twenty-five percent (25%) of the gross floor area of the residence.

(b) No outside storage or display of items associated with the IHO shall be permitted.

(c) The IHO must be conducted entirely within the residence and must be a use which is clearly incidental and secondary to the use of the residence for single family residential purposes and does not change the character of the residence.

(d) IHOs are not permitted in a detached garage or other accessory structure.

(e) No signs shall be utilized advertising or indicating the IHO and there shall be no display or other indication outside of the residence indicating the existence of the IHO within the residence.

(f) Only one person may be employed in the IHO who is not an occupant of the residence.

(g) An IHO which involves instruction shall be limited to no more than five (5) students at any one time.

(h) No IHO shall be permitted which generates an excess of traffic, parking, noise, vibrations, or fumes, odors, or electrical interference within Ashley Woods, Section III.

(i) Declarant, in Declarant's sole discretion, may determine that any IHO is not within the keeping and best interest of Ashley Woods, Section III, and may notify the Owner of the Lot in which the IHO is being conducted to cease and terminate the IHO and the Owner shall be obligated to do so within thirty (30) days of receipt of such notice.

SECTION 3. DWELLING SPECIFICATIONS. No dwelling shall be erected or allowed to remain on a Lot if the main structure, exclusive of open porches, decks and garages, contains less than two thousand five hundred (2,500) square feet of heated floor area, exclusive of any area below grade.

SECTION 4. NUISANCE. No noxious or offensive activity shall be conducted upon any Lot or the Common Elements nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In the event that any Lot Owner or any other person conducts obnoxious or offensive activity upon any Lot or does anything thereon which may be or may become an annoyance or nuisance to the neighborhood, a written complaint can be filed by a Lot Owner with the Association. If after investigation the Complaint is deemed legitimate by the Association, the Association will make a written request to the owner of the Lot upon which the activity is being conducted that the obnoxious or offensive activity be stopped immediately. If the activity continues for two days after this written notice is issued by the Association, any complaining Lot Owner can pursue judicial relief against the offending Lot Owner or the offending person. All Lot Owners expressly waive any claims against Declarant related to any obnoxious or offensive activity conducted upon any Lot or relating to anything done upon any Lot which may be or may become an annoyance or nuisance to the neighborhood, except to the extent that the alleged obnoxious or offensive activity is conducted by the Declarant or the Declarant's agent. No Lot or other area within Properties shall

be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment and discarded appliances and furniture. No outdoor clotheslines shall be permitted.

SECTION 5. MOTOR VEHICLES. No boat, marine craft, hovercraft, aircraft, trailer, camper, or motorized van used for commercial purposes (as distinguished from a van used as a passenger car) shall be parked within the right of way of any public or private street adjacent to any Lot or on any Lot, except that any of the above may be parked completely inside a garage. However, Owner's guests may park on public streets only for brief periods of time on an irregular, infrequent basis, provided that such parking does not violate any municipal ordinance. No truck or van greater than one ton in size shall be allowed unless it is used for the Owner's primary occupation. In no event are tractor trailers (or tractors without the trailer attached) to be parked within the Properties. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity of the parking area. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, and pick-up trucks that are in operable condition and have current license plates and inspection stickers. No inoperative motor vehicle may be parked or stored on any Lot or any public or private street or other area within the Properties for a period in excess of forty-eight (48) hours. No motor vehicle of any sort may be parked in yards or on sidewalks.

SECTION 6. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on the Common Elements or on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina, the Counties of Alamance and Guilford and the Town of Gibsonville relating thereto; and (ii) such rules and regulations pertaining thereto as the Executive Board may adopt from time to time. Dogs shall not be staked or chained on any Lot. Dog runs are permitted provided that they are constructed of wood, vinyl or black vinyl coated chain link. Any dog runs must be approved by the Architectural Control Committee.

SECTION 7. OUTSIDE ANTENNAS. Except for "dish" antennas designed to receive direct broadcast satellite service, including direct-to-home satellite service, one meter (39") or less in diameter, antennas designed to receive video programming services via MMDS (wireless cable) and antennas designed to receive television broadcast signals, no outside antennas or satellite dishes and no free standing transmission or receiving towers shall be erected on any Lot within the Properties without the prior written permission of the Architectural Control Committee. Except as otherwise reasonably required in order to receive the intended signal, any antenna or satellite dish erected on any Lot within the Properties shall be affixed to the dwelling, shall be a color which blends with its surrounds, shall have a mast only as high as reasonably necessary to receive the intended signal and shall not be visible from any street. Only one (1) dish antenna shall be allowed per Lot.

SECTION 8. SUBDIVISION OF LOTS. No Lot shall be subdivided into a lot smaller than or different from the Lot shown on the recorded plat and no street shall be laid out across or through any Lot, except with the written consent of Declarant.

SECTION 9. SIGNS. No sign shall be placed or allowed to remain on any Lot except for ONE (1) "For Sale" sign, or one other temporary sign to advertise a yard sale or other temporary activity on the Lot and such other temporary sign shall not be permitted to remain on any Lot for more than SEVENTY-TWO (72) consecutive hours. No sign deemed by the Association, the Architectural Committee or Declarant to be a nuisance or a detriment to the Properties or the Additional Property shall be permitted to be erected or to remain on any Lot. Notwithstanding the foregoing, during Declarant's Development Period, Declarant and any affiliate shall have the right to erect and maintain signs within the Common Elements or on any Lot owned or leased by Declarant or such affiliate for the purpose of advertising and promoting the sale of such lots.

SECTION 10. MOBILE HOMES, MANUFACTURED HOMES, ETC. No mobile home, manufactured home, modular home, trailer, or other like structure shall be located or installed on any Lot. As used in this Section, mobile home, manufactured home or modular home shall mean a structure, assembled in whole or in part in a location other than on the Lot itself, transportable in one or more sections, any section of which, during transport, is four (4) feet or more in width and ten (10) feet or more in length, which may or may not be built on a permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities. Notwithstanding the foregoing, Declarant, builders or contractors may maintain temporary improvements (such as a sales office and/or construction trailer) on any Lot during the construction and development period.

SECTION 11. FENCES OR WALLS. No fence, wall or other enclosure shall be constructed on any Lot without first obtaining the approval of the Architectural Control Committee as provided in Article V of this Declaration. No fence on any Lot shall be permitted to extend nearer to any front street than the front building line of the residence located on that Lot or nearer to any side street than the side building line of the residence located on that Lot. No portion of any fence erected on any Lot may exceed six (6) feet in height and chain link fences are not permitted. Notwithstanding the foregoing, Declarant, its successors and assigns, and the Association shall have the right to erect chain link fences and any other type of fences and enclosures within the Common Elements to enclose retention ponds and for other purposes without the approval of the Architectural Control Committee, such fences and other enclosures to become a part of the Common Elements to be maintained by the Association.

SECTION 12. SWIMMING POOLS. No swimming pool shall be constructed on any Lot without obtaining approval by the Architectural Control Committee as provided in Article V of the Declaration. Above-ground swimming pools shall not be permitted.

SECTION 13. BASKETBALL GOALS. Detached basketball goals shall be allowed on any Lot upon approval by the Architectural Control Committee. Detached basketball goals shall not be permitted in the streets.

ARTICLE VIII

EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on recorded plats. In addition, Declarant reserves, for itself and the Association, additional easements and rights-of-way for the installation and maintenance of utilities (including cable television service) and drainage facilities over the rear TEN (10) feet of all Lots and over each side FIVE (5) feet of all Lots. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the Appropriate Local Governmental Authority (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Elements as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Elements such additional easements as are necessary or desirable for the providing of service or utilities to the Common Elements or Lots.

SECTION 2. SIGNS. Declarant hereby grants, gives and conveys to the Association a perpetual, non-exclusive easement over any portions of the Lots designated as "sign easements" on plats of the Properties, now or hereafter recorded, to erect, maintain, replace and repair subdivision signs and landscaping and/or lighting surrounding the same and all such easements shall be part of the Common Elements. The Association shall maintain all subdivision signs and landscaping and lighting surrounding the same now or hereafter erected within the Common Elements. The costs of all such maintenance, repair and replacement of such signs, landscaping and lighting shall be part of the common expenses of the Association, payable by the Owners as set out in Article IV hereof. Further, during Declarant's Development Period, Declarant and any affiliated entity shall have (i) the right to erect within the Common Elements additional subdivision signs and landscaping and lighting surrounding the same to be maintained by the Association as herein provided and (ii) the right to erect within the Common Elements signs advertising the sale and promotion of Lots or any portion of the Additional Property.

SECTION 3. EASEMENT RESERVED BY DECLARANT. Declarant hereby reserves such easements on, across and over the Common Elements as shall be reasonably necessary for (i) the exercise by Declarant or any affiliated entity of any right herein reserved, including, without limitation, Declarant's right, should Declarant elect, to annex the Additional Property, as hereinafter defined and (ii) the development by Declarant or any affiliate, their respective successors and assigns, of the Additional Property, should Declarant elect not to annex the Additional Property, including without limitation easements for ingress, egress and regress over private roads and streets now or hereafter erected on the Properties and easements for the use of all utility lines, fixtures and/or their connections located within the Common Elements for the purpose of providing water, light, power, telephone, sewage and sanitary service to the Additional Property.

SECTION 4. ENCROACHMENTS. In the event that any improvements on a Lot shall encroach upon any Common Elements or upon any other Lot as a result of the initial improvements constructed by Declarant or for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Elements or other Lot for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Elements into any such Lot for so long as such encroachment shall naturally exist.

ARTICLE IX

RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

SECTION 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS. "Institutional Lender" as the term is used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences, and eligible insurers and governmental guarantors.

SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS. So long as any Institutional Lender shall hold any first lien upon any Lot and shall have given notice to the Association as set forth in Section 3 of this Article, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

(a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Executive Board of the Association, such financial statement or report to be furnished by April 15 of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the Membership to be held for the purpose of considering any proposed amendment to this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation or Bylaws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self-management by the Association.

(c) To receive notice of any condemnation or casualty loss affecting the Common Elements or any portion thereof.

(d) To be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(e) To be given notice by the Association of any proposed alienation, release, transfer, hypothecation or other encumbrance of the Common Elements, other than those specific rights vested in the Association under Article II hereof.

(f) To be given notice of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days) by any Owner owning a Lot encumbered by a mortgage held by the Institutional Lender, such notice to be given in writing and to be sent to the principal office of such Institutional Lender, or to the place which it may designate in writing.

SECTION 3. REQUIREMENTS OF INSTITUTIONAL LENDER. Whenever any Institutional Lender desires to avail itself of the provisions of this Declaration, it shall furnish written notice thereof to the Association by CERTIFIED MAIL at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Owner(s) of each Lot shall be governed by and shall comply with the provisions of this Declaration, the Bylaws of the Association and all rules and regulations of the Association adopted pursuant thereto, as any of the same are now constituted or as they may be amended from time to time. A default by any Owner shall entitle the Association or the Owner(s) of any of the other Lots to the following relief:

(a) The 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 provisions of this Declaration, the Bylaws of the Association and all rules and regulations of the Association adopted pursuant thereto. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Bylaws of the Association, or which may be adopted pursuant thereto, shall be grounds for relief including without limitation an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

(b) The Association, after notice to the Owner and a reasonable opportunity to be heard, shall have the right to assess reasonable fines against an Owner for violations of this Declaration the Bylaws of the Association or the Association's published rules and regulations by such Owner, or such Owner's family, guests, invitees and lessees in an amount not to exceed \$100.00 for each violation, and without further hearing, for each day more than five (5) days after the decision that the violation occurs. Such fines shall be deemed to be assessments as set forth in Article IV of the Declaration and if not paid within thirty (30) days after notice and demand therefor, the Association shall be entitled to the remedies set forth in the Declaration for the enforcement and collection of delinquent assessments.

(c) The Association, after notice to the Owner and a reasonable opportunity to be heard, shall have the right to suspend privileges or services provided by the Association (except rights of access to Lots) for reasonable periods for violations of this Declaration or the Bylaws, Articles or rules and regulations of the Association. If it is decided that a suspension of privileges or services provided by the Association should be imposed, the suspension may be continued without further hearing until the violation is cured.

(d) If an Owner is legally responsible for damage inflicted on any Common Elements, the Association may direct such Owner to repair such damage, or the Association may itself cause the repairs to be made and recover damages from the responsible Owner. If damage is inflicted on any Lot by an agent of the Association in the scope of the agent's activities as such agent, the Association is liable to repair such damage or to reimburse the Owner for the cost of repairing such damages. The Association shall also be liable for any losses to the Owner. When any such claim for damages against an Owner or the Association is less than or equal to the jurisdictional amount established for small claims by North Carolina General Statute 7A-210, any aggrieved party may request that a hearing be held before an adjudicatory panel appointed by the Executive Board of the Association to determine if an Owner is responsible for damages to any Common Elements or the Association is responsible for damages to any Lot. An Owner may appeal the decision of an adjudicatory panel to the full Executive Board by delivering written notice of appeal to the Executive Board within fifteen (15) days after the date of the decision. The Executive Board may affirm, vacate, or modify the prior decision of the adjudicatory body. If the Executive Board fails to appoint an adjudicatory panel to hear such matters, such hearings shall be held before the Executive Board. Such panel shall accord to the party charged with causing damages notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. This panel may assess liability for each damage incident against each Owner charged or against the Association not in excess of the jurisdictional amount established for small claims by North Carolina General Statute 7A-210. When the such claim exceeds the jurisdictional amount established for small claims by North Carolina General Statute 7A-210, liability of any Owner charged or the Association shall be determined as otherwise provided by law. Liabilities of Owners determined by adjudicatory hearing or as otherwise provided by law shall be assessments secured by lien under Section 47F-3-116 of the Planned Community Act. Liabilities of the Association determined by adjudicatory hearing or as otherwise provided by law may be offset by the Owner against sums owing to the Association and if so offset, shall reduce the amount of any lien of the Association against the Lot at issue.

(e) In any proceeding arising because of an alleged default by an Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

(f) The failure of the Association or any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or the other above mentioned documents shall not constitute a waiver of the right of the Association or of the Owner to enforce such right, provision, covenant or condition in the future.

(g) All rights, remedies and privileges granted to the Association or the Owners, pursuant to any terms, provisions, covenants or conditions of the Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

(h) The failure of Declarant to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration or other above mentioned document shall not constitute a waiver of the right of Declarant to thereafter enforce such right, provision, covenant or condition in the future.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated as hereinafter provided. This Declaration may be terminated or amended with the consent of the Owners entitled to cast at least eighty percent (80%) of the votes of the Association; provided, however, during Declarant's Development Period, this Declaration may not be amended or terminated without Declarant's consent; no amendment purporting to revoke or curtail any right herein conferred to Declarant shall be effective unless executed by Declarant; and no amendment relating to the maintenance or ownership of any permanent detention or retention pond shall be effective unless reviewed and approved by the governmental office having jurisdiction for watershed protection. Any amendment, except amendments that Declarant is authorized to make unilaterally, must: (1) be executed on behalf of the Association by its duly authorized officers; (2) contain an attestation by the officers executing the amendment on behalf of the Association that the requisite Owner and Declarant approval has been obtained and is evidenced by written acknowledgment(s) signed by the Owners approving the amendment and, if required, Declarant, and that such acknowledgments have been made a part of the Minute Book of the Association; and (3) be properly recorded in the Offices of the Register of Deeds, Alamance and Guilford Counties, North Carolina. For the purpose of this section, additions to existing property by Declarant pursuant to Section 4 of this Article shall not constitute an "amendment." In the event this Declaration is terminated in accordance with the provisions hereinabove provided, Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay a pro rata share of the cost of the maintenance of all permanent retention or detention ponds. Notwithstanding the foregoing, Declarant may at anytime unilaterally amend this Declaration to terminate or restrict any right reserved hereunder by Declarant and Declarant, during Declarant's Development Period, may unilaterally amend this Declaration to make any changes required by the VA, the FHA, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other private or governmental insurer of residential mortgage loans in order to obtain the approvals necessary for purchasers of Lots to obtain financing insured by any of the foregoing

mortgage insurers, or to make any changes deemed by Declarant to be necessary to carry out and effectuate the orderly development of the Properties as intended by Declarant.

SECTION 4. ANNEXATION.

(a) Except as provided in Subsection (b) of this Section 4, Article X, additional residential property and Common Elements may be annexed to the Properties only with the consent of the Members entitled to cast two-thirds (2/3) of the votes each class of Members of the Association, who are voting, in person or by proxy, at a meeting duly called for such purpose; provided, however, during Declarant's Development Period, Declarant must also consent to such action.

(b) All or any portion of the Additional Property may be annexed by the Declarant without the consent of Members within ten (10) years of the date of this instrument. Declarant shall have no obligation of any kind to annex any or all of the Additional Property and, should Declarant elect to annex all or any portion of the Additional Property, Declarant shall have no obligation of any kind to annex the Additional Property in any particular sequential order. Should Declarant elect to annex all or any portion of the Additional Property and accordingly to subject such property to the terms and conditions of this Declaration, with regard to all or any part of the Additional Property annexed by Declarant, to make such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration (including, without limitation, those contained in Section 2 of Article VII hereof) as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such additions and/or modifications shall have no effect upon the properties previously subjected to this Declaration. With regard to any portion of the Additional Property not annexed by Declarant, Declarant makes no representations with regard to the use of such property or the exterior appearance, design, size or intended purpose of any improvements now or hereafter erected on such property.

SECTION 5. AMPLIFICATION. The Provisions of this Declaration are amplified by the Articles of Incorporation and Bylaws of the Association; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws of the Association on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything contained in the Articles of Incorporation or Bylaws of the Association.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed in its name as of the 22nd day of January, 2008

UNIVERSITY DRIVE PROPERTIES, LLC

By: *Alan D. Allred*
Alan D. Allred, Manager

By: SST INVESTMENT PROPERTIES, LLC
Its Manager

By: *Kevin D. Sasser*
Kevin D. Sasser, Manager

By: *Jimmy D. Sasser*
Jimmy D. Sasser, Manager

By: *D. Scott Teeters*
D. Scott Teeters, Manager

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Alan D. Allred.

Today's Date: 1-22-08, 2008

Kimberly Bridges
[Notary's signature as name appears on seal]

Kimberly Bridges
[Notary's printed name as name appears on seal]

My commission expires: 9/27/2012, 2012



[Affix Notary Seal in Space Above]

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Kevin D. Sasser.

Today's Date: 1.22.08, 2008

Kimberly Bridges
[Notary's signature as name appears on seal]

Kimberly Bridges
[Notary's printed name as name appears on seal]

My commission expires: 9/27, 2012



[Affix Notary Seal in Space Above]

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Jimmy D. Sasser.

Today's Date: 1.22.08, 2008

Kimberly Bridges
[Notary's signature as name appears on seal]

Kimberly Bridges
[Notary's printed name as name appears on seal]

My commission expires: 9/27, 2012



[Affix Notary Seal in Space Above]

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: D. Scott Teeters.

Today's Date: 1-22-08, 2008

Kimberly Bridges
[Notary's signature as name appears on seal]

Kimberly Bridges
[Notary's printed name as name appears on seal]

My commission expires: 9/27, 2012



[Affix Notary Seal in Space Above]

MidCarolina Bank, as the holder of an existing loan secured by the Deed of Trust recorded in Book 245 Page 668, in the Office of the Register of Deeds, Alamance County, North Carolina, and in Book 0791, Page 631, in the Office of the Register of Deeds, Guilford County, North Carolina (the "Deed of Trust"), which Deed of Trust encumbers the "Annexation Property" herein described, and Craig Patterson, as the Trustee under the Deed of Trust, joins in the execution of this instrument for the purpose of subjecting the aforesaid Deed of Trust to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions for Ashley Woods, Section III.

MidCarolina Bank

By: Pamela E. Nisbet
Senior Vice President

STATE OF NORTH CAROLINA
COUNTY OF Alamance

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Pamela E. Nisbet
[Name of person signing]

Today's Date: January 25th, 2008

Gina R. Hinton
[Notary's signature as name appears on seal]

GINA R. HINTON
[Notary's printed name as name appears on seal]

My commission expires: June 28, 2009



[Affix Notary Seal in Space Above]

Trustee

[Handwritten signature]

R. Craig Patterson

STATE OF NORTH CAROLINA
COUNTY OF Alamance

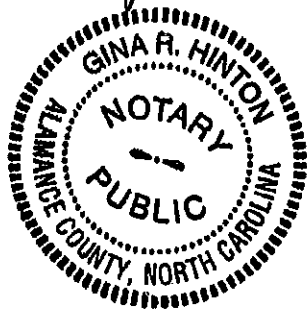
I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: R. Craig Patterson
[Name of person signing]

Today's Date: January 25th, 2008

Gina R. Hinton
[Notary's signature as name appears on seal]

Gina R. Hinton
[Notary's printed name as name appears on seal]

My commission expires June 28, 2009



[Affix Notary Seal in Space Above]

SCHEDULE A

Additional Property

BEGINNING at a found iron pipe, control corner, located in the western line of Lot 123, Ashley Woods Subdivision Section II, Plat Book 36, at page 196, Alamance County Registry and in the northern line of property now or formerly owned by Stonemor North Carolina, LLC, in Deed Book 2371, at Page 583, Alamance County Registry; thence along the northern line of Stonemore North Carolina LLC, South 45° 39' 42" West 351.28 feet to a set iron pin located in the northeastern line of property now or formerly owned by Abbey Glen Condominiums, LLC by deed filed in Book 6759, at Page 1320, Guilford County Registry and Book 2599, at Page 663, Alamance County Registry; thence with the northern line of Abbey Glen Condominiums, LLC the following thirty five bearing breaks; South 61° 31' 32" West 147.03 feet to a set iron pin; South 61° 41' 10" West 330.24 feet to a set iron pin; South 61° 37' 34" West 328.78 feet to a set iron pin; South 61° 40' 45" West 328.52 feet to a set iron pin; South 61° 40' 46" West 329.47 feet to a bent found iron pipe; South 61° 47' 24" West 326.92 feet to a set iron pin; South 61° 40' 13" West 42.33 feet to a set iron pin; North 81° 50' 13" West 75.66 feet to a set iron pin; North 65° 41' 23" West 64.92 feet to a set iron pin; South 78° 55' 31" West 11.93 feet to a set iron pin; North 45° 50' 51" West 31.13 feet to set iron pin; North 81° 29' 34" West 52.61 feet to a set iron pin; North 42° 51' 15" West 14.67 feet to a set iron pin; North 81° 44' 35" West 33.71 feet to a set iron pin; North 56° 43' 22" West 12.80 feet to a set iron pin; North 43° 36' 46" West 31.27 feet to a set iron pin; South 46° 47' 55" West 35.63 feet to a set iron pin; South 86° 29' 48" West 133.10 feet to a set iron pin; North 78° 22' 38" West 54.13 feet to a set iron pin; South 66° 24' 43" West 48.54 feet to a set iron pin; South 36° 18' 16" West 38.26 feet to a set iron pin; South 75° 29' 02" West 36.05 feet to a set iron pin; North 70° 25' 49" West 15.73 feet to a set iron pin; South 43° 56' 22" West 18.37 feet to a set iron pin; North 38° 59' 17" West 50.70 feet to a set iron pin; North 15° 55' 28" East 32.81 feet to a set iron pin; North 15° 14' 32" West 31.86 feet to a set iron pin; North 08° 47' 02" East 37.57 feet to a set iron pin; North 31° 44' 06" East 33.17 feet to a set iron pin; North 60° 42' 24" East 36.60 feet to a set iron pin; North 13° 17' 54" West 38.99 feet to a set iron pin; North 61° 35' 21" East 46.46 feet to a set iron pin; North 17° 23' 33" East 18.74 feet to a set iron pin; North 26° 18' 40" West 52.97 feet to a set iron pin; North 05° 41' 17" East 26.54 feet to a found iron pipe located in the eastern line of property now or formerly owned by Nannie Dodson by deed filed in Book 2961, at Page 656, and Book 1980 at Page 172, Guilford County Registry; thence continuing along the eastern line of Nannie Dodson, the following twenty four bearing breaks: North 49° 02' 39" East 77.24 feet to a set iron pin; North 30° 28' 39" East 37.32 feet to set iron pin, North 38° 43' 21" West 10.64 feet to a set iron pin, South 68° 02' 27" West 18.34 feet to a set iron pin, North 65° 25' 14" West 36.00 feet to a set iron pin, North 11° 41' 05" West 14.76 feet to a set iron pin, North 36° 56' 10" East 30.38 feet to a set iron pin, North 12° 05' 49" East 46.14 feet to a set iron pin, North 66° 47' 38" West 27.48 feet to a set iron pin, North 24° 51' 57" East 76.95 feet to a set iron pin, North 48° 55' 08" East 28.83 feet to a set iron pin, North 75° 44' 58" East 28.84 feet to a set iron pin, North 00° 40' 33" East 25.40 feet to a set iron pin, North 35° 34' 52" West 11.72 feet to a set iron pin, North 52° 29' 24" East 31.14

feet to a set iron pin, North 10° 13' 58" East 80.16 feet to a set iron pin, North 13° 53' 20" West 33.37 feet to a set iron pin, North 34° 10' 49" East 67.16 feet to a set iron pin, North 19° 10' 09" East 41.28 feet to a set iron pin, North 48° 08' 18" East 40.50 feet to a set iron pin,; North 16° 50' 28" East 61.41 feet to a set iron pin, North 74° 01' 37" East 48.52 feet to a set iron pin, North 23° 36' 02" East 68.35 feet to a set iron pin, and North 29° 24' 08" West 48.81 feet to a set iron pin located in the southern line of property now or formerly owned by ViTim, LLC by deed filed in Book 5232, at Page 1307, Guilford County Registry; thence along the southern line of ViTim, LLC, the following forty nine bearing breaks: North 61° 59' 43" East 117.24 feet to a set iron pin; North 69° 46' 09" East 48.86 feet to a set iron pin, North 49° 05' 37" East 26.50 feet to a set iron pin, North 82° 09' 49" East 16.89 feet to a set iron pin, North 40° 01' 36" East 34.91 feet to a set iron pin, North 65° 17' 45" East 52.90 feet to a set iron pin, North 20° 53' 56" East 57.07 feet to a set iron pin, North 35° 22' 44" East 35.54 feet to a set iron pin, South 76° 20' 36" East 19.17 feet to a set iron pin, North 41° 30' 34" East 27.30 feet to a set iron pin, North 03° 24' 04" East 71.19 feet to a set iron pin, North 43° 53' 07" East 31.58 feet to a set iron pin, South 82° 02' 58" East 22.54 feet to a set iron pin, South 30° 11' 31" East 25.98 feet to a set iron pin, North 58° 55' 37" East 28.83 feet to a set iron pin, North 02° 48' 01" West 29.90 feet to a set iron pin, North 54° 00' 24" East 38.54 feet to a set iron pin, South 44° 38' 32" East 21.50 feet to a set iron pin, North 56° 23' 30" East 49.60 feet to a set iron pin, North 49° 11' 16" East 98.18 feet to a set iron pin, North 61° 35' 19" East 25.56 feet to a set iron pin, South 72° 23' 04" East 19.89 feet to a set iron pin, North 55° 31' 28" East 23.97 feet to a set iron pin, North 40° 06' 18" East 84.17 feet to a set iron pin; thence North 58° 42' 15" East 52.24 feet to a set iron pin, North 28° 18' 52" East 9.85 feet to a set iron pin, North 55° 18' 00" West 16.51 feet to a set iron pin, North 21° 02' 13" West 37.04 feet to a set iron pin, North 42° 40' 48" East 33.86 feet to a set iron pin, North 73° 35' 13" East 58.73 feet to a set iron pin, South 77° 14' 31" East 24.23 feet to a set iron pin, North 21° 11' 57" East 22.72 feet to a set iron pin, North 57° 12' 48" East 60.33 feet to a set iron pin, North 07° 02' 58" East 51.21 feet to a set iron pin, North 14° 52' 21" West 37.01 feet to a set iron pin, thence North 10° 10' 25" East 28.95 feet to a set iron pin, North 18° 56' 19" East 24.73 feet to a set iron pin, North 69° 04' 11" East 53.77 feet to a set iron pin, North 39° 44' 54" East 87.28 feet to a set iron pin, North 63° 44' 42" East 33.48 feet to a set iron pin, South 68° 18' 22" East 50.30 feet to a set iron pin, North 85° 52' 43" East 29.13 feet to a set iron pin, South 44° 51' 43" East 15.46 feet to a set iron pin, North 64° 01' 54" East 16.27 feet to a set iron pin, North 08° 59' 52" East 28.41 feet to a set iron pin, North 30° 21' 43" East 27.71 feet to a set iron pin, North 89° 33' 41" East 20.98 feet to a set iron pin, North 39° 31' 10" East 35.48 feet to a set iron pin, North 20° 09' 39" West 4.17 feet to a set iron pin in the western line of property now or formerly owned by Mabel L. Owen as recorded in Book 97, at page 727, Alamance County Registry; running thence with the western line of Mabel Owen, the following two bearing breaks: South 45° 16' 27" East 485.75 feet to a found iron pipe (control corner) and South 45° 17' 39" East 400.10 feet to a found iron pin (control corner) located at the northwestern corner of Lot 127 Ashley Woods Subdivision, Section II, Plat Book 36, Page 196, Alamance County Registry; thence with the western line of Lot 127, South 43° 59' 22" East 150.03 feet to a found iron pipe located at the northwestern corner of the 50' public right of way of Brookfield Drive; thence along the western right of way line of the 50' public right of way of Brookfield

Drive, South 43° 56' 34" East 50.28 feet to a found iron pin located at the northwestern corner of Lot 126, Ashley Woods Subdivision, Section II, Plat Book 36, Page 196, Alamance County Registry; thence along the western line of Lot 126, South 44° 00' 43" East 100.12 feet to a found iron pin located at the northwestern corner of Lot 125, Ashley Woods Subdivision, Section II, Plat Book 36, Page 196, Alamance County Registry; thence along the western line of Lot 125, South 43° 46' 47" East 99.89 feet to a found iron pin located in the northwestern line of Lot 124 Ashley Woods Subdivision, Section II, Plat Book 36, Page 196, Alamance County Registry; thence along the western boundary line of Lot 124, the following three bearing breaks: South 45° 00' 25" East 23.09 feet to a found iron pin; South 43° 58' 11" East 76.83 feet to a set iron pin and South 44° 38' 11" East 28.54 feet to the POINT AND PLACE OF BEGINNING and containing 63.15 acres more or less as shown on a Boundary Survey Ashley Woods Subdivision Section III, prepared by Fleming.