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WARREN COUNTY NC
YVONNE D. ALSTON
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NORTH CAROLINA

COUNTY OF WARREN

FIRST AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EATON'S CROSSING

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EATON'S CROSSING ("**First Amendment**"), is made effective January 5th, 2012 by ATLAS NC I SPE, LLC, a North Carolina limited liability company, hereinafter referred to as the "**Successor Declarant**".

WITNESSETH:

THAT WHEREAS, Redtail Gaston, LLC ("**Redtail Gaston**" or "**Declarant**") subjected Lots 1 through 85 of Eaton's Crossing as shown in Plat Cabinet 1, Slide 261A, Plats 13, 14 and 15 (the "**Property**") and recorded in the Office of the Register of Deeds of Warren County (the "**Registry**"), to the Declaration of Covenants, Conditions and Restrictions recorded in Book 857, Page 418 and re-recorded in Book 858 at Page 305 (the "**Declaration**") in the Registry; and,

WHEREAS, Successor Declarant is the successor in interest to Redtail Gaston by virtue of a Deed recorded in Book 914, Page 116 of the Registry, a Deed recorded in Book 914, Page 125 of the Registry, and an Assignment of Declarant's Rights, Contracts and Permits recorded in Book 914, Page 129 of the Registry; and,

WHEREAS, Successor Declarant desires to amend and restate the Declaration as set forth in this First Amendment; and,

WHEREAS, Owners of Lots within Eaton's Crossing have voted to amend and restate the Declaration as set forth in this First Amendment as shown by the Certification of Validity of Amendment to Covenants, Conditions and Restrictions For Eaton's Crossing below.

NOW, THEREFORE, Successor Declarant and Owners hereby amend the Declaration and state and declare that all of the Property shall be held, sold and conveyed subject to the provisions of the Planned Community Act as codified in Chapter 47F of the General Statutes of the State of North Carolina and the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof; and that this First Amendment shall amend, supersede and replace the Declaration it being the express intention that the terms of this First Amendment shall supersede the terms of the Declaration.

ARTICLE I

DEFINITIONS

Section 1.1 "**Act**" shall mean the Planned Community Act as codified in Chapter 47F of the General Statutes of the State of North Carolina as the same may be amended from time to time.

Section 1.2 "**Additional Property**" shall have the meaning set forth in Section 2.2 below.

Section 1.3 "**Amenities**" shall mean the facilities constructed, erected or installed on the Common Areas which may include a pool, clubhouse, boat ramp, Boat Docks and temporary and transient docking facilities. Amenities shall not include Boatslips.

Section 1.4 "**Architectural Committee**" shall mean and refer to a committee of not less than three (3) nor more than five (5) Persons charged with reviewing and approving the design of proposed Buildings and other Structures, as described in Article VIII below. The Successor Declarant shall appoint the Architectural Committee during the Declarant Control Period and it shall thereafter be appointed by the Board.

Section 1.5 “**Architectural Guidelines**” shall have the meaning set forth in Section 8.2 below.

Section 1.6 “**Association**” shall mean and refer to the Eaton’s Crossing Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 1.7 “**Board of Directors**” or “**Board**” shall mean and refer to those persons elected or appointed and acting collectively as the Directors of the Association, unless a contrary intent is evident. The Board shall contain not less than three (3) nor more than five (5) persons as shall be designated by the Board. The Board shall be appointed by Successor Declarant during the Declarant Control Period.

Section 1.8 “**Boat Docks**” shall mean those boat docks now or hereafter constructed upon the Common Areas pursuant to a permit issued by Virginia Electric and Power Company operating in North Carolina as North Carolina Power (“**VEPCO**”) but shall not include Boatslips. The Boat Docks shall be deemed Common Areas.

Section 1.9 “**Boatslip**” shall mean an area of the surface of the Lake abutting and adjoining docks and finger piers located on the lower level of the Boat Docks which are designed for the docking of boats and which have been sold and assigned by Redtail Gaston and/or Successor Declarant. The Boatslips are generally depicted on the sketch attached hereto as **Exhibit A**. Additional Boatslips may be added and annexed as provided herein. Boatslips and the docks and pier servicing them shall be deemed personal property and use is limited solely to Owners having a properly registered Certificate of Ownership.

Section 1.10 “**Boatslip Owner**” shall mean and refer to that Person holding a properly registered Certificate of Ownership as described in Section 1.9 above.

Section 1.11 “**Buffer Area**” shall mean any portion of the Property that is located within fifty (50) feet of any common boundary established by the Mean Water Line.

Section 1.12 “**Building**” shall mean and refer to a residential structure, constructed or erected on a Lot.

Section 1.13 “**Bylaws**” shall mean and refer to the bylaws of the Association, as they may now or hereafter exist and may change from time to time.

Section 1.14 “**Certificate of Ownership**” shall mean the Certificate of Ownership issued by the Association to a Boatslip Owner for a designated Boatslip, a sample of which is attached as **Exhibit C**.

Section 1.15 “**Common Area**” shall mean and refer singularly or collectively, as applicable, to all land, improvements and other properties now or hereafter owned by or in the possession of the Association or Successor Declarant and being specifically designated by Declarant or Successor Declarant by plat, supplemental declaration, deed or other written instrument as “Common Area/Open Space” for the Property, such land,

improvements and other properties being subject to this First Amendment and/or any applicable supplemental declaration, and being subject to control and maintenance assessments by the Association. Common Area shall also include those areas depicted and designated as private roads on the Plat and those waterlines and sewer lines that may be located within the Common Area and not within municipal sanitary sewer easements. Notwithstanding the foregoing, (i) that area erroneously designated as "Common Area/Open Space" near the intersection of Eaton's Crossing and Society Hill as shown on the Plat, and (ii) the Boatslips including the docks and piers servicing them shall not be Common Area. The Wastewater Facilities shall be considered Common Areas only if transferred to the Association and in accordance with Section 10.22.

Section 1.16 "**Declarant Control Period**" shall mean and refer to that period commencing upon the recordation of the Declaration and terminating upon the first to occur of (a) Declarant or Successor Declarant no longer owning any real property subject to this First Amendment or which may be annexed as Additional Property or (b) Successor Declarant voluntarily terminating the Declarant Control Period by written instrument recorded in the Registry.

Section 1.17 "**Declaration**" shall mean and refer to the Declaration described above.

Section 1.18 "**First Amendment**" shall mean this First Amended and Restated Declaration of Covenants, Conditions and Restrictions as modified, supplemented and amended.

Section 1.19 "**Half Story**" shall mean a Story which contains fifty percent (50%) or less Heated Living Area than the Story in the Building containing the most Heated Living Area.

Section 1.20 "**Heated Living Area**" shall mean the heated living area of a Building. Heated Living Area excludes basement areas (defined as any level in which at least one perimeter wall is below or partially below grade). In addition, Heated Living Area excludes vaulted ceiling areas, attics, unheated porches, attached or detached garages, porte-cocheres, and unheated storage areas, decks and patios.

Section 1.21 "**Lake**" shall mean Lake Gaston.

Section 1.22 "**Lot**" shall mean and refer to any plot of land, including any townhome lot or condominium unit located on property annexed hereto, together with the improvements thereon, shown on any recorded subdivision plat of the Property, or shown on any additional subdivision plats hereinafter recorded by Successor Declarant including other Lots or Additional Property which may be added pursuant to any annexation rights of Successor Declarant as provided herein with the exception of the Common Area, the Wastewater Facilities and area designated as open space. "Lots" shall refer to all such lots and units collectively.

Section 1.23 “**Mean Water Line**” shall mean the mean water line (normal pool elevation) of the Property and the Lake.

Section 1.24 “**Member**” shall mean and refer to every person or entity who holds membership in the Association.

Section 1.25 “**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 Property as well as any owners of townhome lots or condominium units located on Additional Property that is anticipated to be annexed into Eaton’s Crossing but excluding those having such interest merely as security for the performance of any obligation.

Section 1.26 “**Person**” shall mean and refer to any individual, corporation, partnership, association, trustee, or other legal entity.

Section 1.27 “**Plat**” shall mean that plat recorded in Plat Cabinet 1, Slide 261A, Plats 13, 14 and 15 of the Registry, but shall also mean and include any additional plats recorded by the Successor Declarant pursuant to the provisions of this First Amendment.

Section 1.28 “**Property**” shall mean and refer to that certain real property described on the Plat which includes the Property described above, and all other real estate that may be annexed into this First Amendment and the Association by the Successor Declarant.

Section 1.29 “**Story**” shall mean a finished horizontal division of Heated Living Area extending from the floor of such division to the ceiling above it.

Section 1.30 “**Street Repair Deposit**” shall have the meaning set forth in Section 8.2 below.

Section 1.31 “**Structure**” shall have the meaning set forth in Section 8.2 below.

Section 1.32 “**Successor Declarant**” shall mean and refer to shall mean ATLAS NC I SPE, LLC, a North Carolina limited liability company or its successors and/or assigns, including any person or entity which succeeds to any Special Declarant Rights as set forth herein.

Section 1.33 “**Supplemental Declaration**” shall have the meaning set forth in Section 2.2 below.

Section 1.34 “**Wastewater Facility**” shall have the meaning set forth in Section 10.22 below.

ARTICLE II

PROPERTY; ANNEXATION OF ADDITIONAL PROPERTY

Section 2.1 Property Made Subject To Declaration. The Property is hereby made subject to this First Amendment, subject to the right of Successor Declarant to amend and/or supersede this First Amendment by Supplemental Declarations. The Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Successor Declarant, the Association and each Owner subject to this First Amendment and the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this First Amendment.

Section 2.2 Annexation of Additional Property. During the Declarant Control Period Successor Declarant may, from time to time, annex any property located within one (1) mile of the boundary of the Property ("**Additional Property**") by filing of record a "Supplemental Declaration" which shall extend the terms of this First Amendment to such Additional Property; provided, however, that such Supplemental Declaration, as applied to the Additional Property covered thereby, may include such specific additional controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens as may be set forth in such Supplemental Declaration. Without limiting the foregoing, Successor Declarant may annex both condominiums and townhomes lots to this First Amendment which shall be subject to additional provisions and which may not be subject to all of the terms of this First Amendment. Upon termination of the Declarant Control Period, the Association may annex Additional Property upon a vote of not less than sixty-seven percent (67%) of the Owners at a meeting called and noticed for such purpose.

Without limiting the foregoing, Successor Declarant specifically reserves unto itself and its assigns the right to annex the remaining portions of the 78 acre tract which is planned as Eaton's Crossing which is adjacent to or closely situated to the Property and the Owners of such annexed property may use the Common Areas and Amenities as herein enumerated. Such annexed property may be developed and utilized as townhomes or condominiums.

Section 2.3 Contents of Supplemental Declaration. Supplemental Declarations may set forth the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens to which the Additional Property covered thereby shall be subject. Such controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens may contain additions, deletions and modifications from those contained in this First Amendment, as the parties subjecting such Additional Property to the provisions of this First Amendment may desire; provided if such party is other than Successor Declarant, as a condition to such party's right to so impose such additions, deletions or modifications, such party must obtain the prior written consent thereto of Successor Declarant during the Declarant Control Period and thereafter of the Association.

ARTICLE III

MEMBERSHIP

Each Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Board of Directors may make reasonable rules relating to the proof of ownership of a Lot. Notwithstanding the foregoing, Boatslip Owners shall not be members of the Association except to the extent that they are Members by virtue of their ownership of a Lot.

ARTICLE IV

VOTING RIGHTS

Section 4.1 Voting Classes. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners with the exception of the Successor Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one Person holds such interest in any Lot, 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 and no fractional vote may be cast with respect to any Lot.

Class B. The Class B member shall be the Successor Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first;

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in subparagraph (b) below, such Additional Property is annexed to the Property such that the total votes outstanding in Class B membership again exceeds the total votes outstanding in Class A membership, or

(b) The Successor Declarant voluntarily relinquishes its rights as a Class B Member by the filing of notice of such relinquishment in the Registry.

Section 4.2 Suspension of Voting Rights. The right of any Member to vote may be suspended by the Board of Directors for failure to pay assessments as required hereunder, for violations of this First Amendment or for violations of the rules and regulations of the Association.

ARTICLE V

PROPERTY RIGHTS

Section 5.1 Members' Easements of Enjoyment. Every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area, including the

rights of ingress and egress, and such easement shall be appurtenant to and shall pass with the right to every Lot, subject to each of the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the Common Area for utility, drainage, pedestrian walkway and cable television easements and other similar purposes.

(b) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Area and their Amenities (including limiting the number of guests of Members who may use the Common Area) subject to limitations established by Successor Declarant on such right to impose regulations.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure.

(d) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities and other Amenities on the Common Area.

Section 5.2 Declaration of Use. Subject to reasonable rules that may be promulgated from time to time by the Association, any Member may delegate his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property and, when accompanied by the Member, to his guests and invitees.

Section 5.3 Suspension of Rights of Use. Any Member's right to use and enjoyment of Common Areas may be suspended during any period in which that member is in default in payment of any annual or special assessment levied by the Board of Directors, as provided in the Bylaws. Such rights may also be suspended, after notice and hearing, for a period not to exceed 30 days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area.

Section 5.4 Title to the Common Area. Successor Declarant shall convey and Association shall accept all of its right, title and interest in the Common Area to the Association prior to January 1, 2027. Common Area may be conveyed by Successor Declarant to the Association in whole or in part from time to time. All conveyances shall be by deed without warranty.

Section 5.5 Leases. All lease agreements 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 this First Amendment, and that any failure by the lessee to comply with the terms hereof shall be a default under the terms of the lease. Owners shall provide the Association with all Leases relating to Lots.

Section 5.6 Ingress and Egress. If ingress and egress to any Lot is through any part of the Common Area, any conveyance or encumbrance of such part of the Common Area shall be subject to an easement for ingress and egress for such Lot over and upon such portion of the Common Area as is designated for ingress and egress (by a public or

private street or right of way) and shown on a recorded plat of such Common Area or the Lot affected thereby or created or reserved by the Declarant or Successor Declarant.

Section 5.7 Ingress and Egress for Boatslip Owners. Boatslip Owners shall have pedestrian ingress and egress over Common Areas as is reasonably necessary for access to Boatslips, subject to rules and regulations established by the Association.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. The Successor Declarant and all Owners, for each Lot owned within the Property, and all Boatslip Owners hereby covenant, and every other Owner by acceptance of a deed therefore or Boatslip Owners by acceptance of a Certificate of Ownership, whether or not it shall be so expressed in any such deed, conveyance or certificate, is deemed to covenant and agree to pay to the Association:

- (a) Initial assessments;
- (b) Annual assessments or charges which are common expenses;
- (c) Special assessments for capital improvements; and
- (d) Boatslip assessments for Boatslip Owners.

Notwithstanding any provision herein to the contrary the assessment for each Lot owned or Boatslip owned by Successor Declarant shall be twenty-five percent (25%) of the annual assessment for Lots owned by Class A Members unless the Lot owned by Successor Declarant is improved by a residence for which a certificate of occupancy has been issued and which is actually occupied as a residence or the Boatslip is leased and/or occupied. In the event such a Lot or Boatslip owned by Successor Declarant is occupied but subsequently vacated, Successor Declarant shall again be obligated for only 25% of the annual assessment for the period of time it is vacant. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.

The annual, boatslip and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge upon land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the personal and continuing obligation of the Owner of such Lot at the time when the assessment became due. All assessments shall be the shared joint and several obligations of the Owners of each Lot, except as otherwise provided in this Section.

Section 6.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purposes of enforcing and carrying out the terms and provisions hereof and of any Supplemental Declaration applicable to the Property and promoting the enjoyment and welfare of the Owners of Lots, and in particular, but without limitation, for the (i) development and maintenance of the Common Area including without

limitation the Boat Docks and Boatslips, (ii) payment of premiums for hazard insurance in connection with the Common Area and any Amenities thereon and public liability and other insurance of such Association including without limitation for the Boat Docks and Boatslips, (iii) paying the costs of labor, equipment (including the expense of leasing any equipment) and material required for, and management and supervision of, the Common Area, (iv) all costs associated with the Wastewater Facilities as provided in this First Amendment, (v) carrying out the duties of the Board of such Association, and (vi) carrying out the purposes of such Association as stated in its Articles of Incorporation, Bylaws, and as stated herein or in any applicable Supplemental Declaration.

Section 6.3 Amount of Assessments.

(a) Initial Assessment. There shall be an initial one time assessment of \$600.00 due at the initial closing of each Lot purchased from the Successor Declarant. This Initial Assessment is in addition to and not in lieu of Annual Assessments and shall not reduce the any Owner's obligation to pay Annual Assessments.

(b) Budget and Annual Assessment. Prior to the commencement of each fiscal year of the Association, the Board shall prepare and submit a budget to the Members in accordance with the terms of the Act. The budget shall be deemed ratified unless Members representing more than 67% of the total votes in the Association including Class A and Class B Members vote against such ratification. Annual assessments shall be made in accordance with the ratified budget and shall be paid in accordance with such schedules as are approved by the Board.

(c) Criteria for Establishing Annual Assessments. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas including Boat Docks and Boatslips. The fund shall be maintained out of annual assessments for common expenses and Boatslip Assessments as provided for in this Article. In establishing the annual assessment for any assessment year, the Board of Directors shall set the annual assessment high enough to cover all current costs and expenses of the Association, any accrued debts, and reserves for future needs.

Section 6.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Area, including the Amenities, the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. The amount of the proposed assessment need not be stated.

Section 6.5 Boatslip Assessments. The Association shall include, as a separate budget item, those costs which are directly related to the Boatslips which shall include the repair, replacement, maintenance, insurance and taxes as well as reserves as may be necessary as determined by the Board for the future repair and maintenance of the Boatslips and docks and finger piers serving the Boatslips. The Board shall allocate such cost among all Boatslip Owners and shall create a separate Boatslip Assessment which shall be the personal obligation of the Boatslip Owner and shall be a lien upon the Lot or Lots owned by such Boatslip Owner as well as the Boatslip. The Board shall use reasonable efforts to allocate the costs relating to the Boatslips and those costs applicable to Common Areas including other Boat Docks. Owners and Boatslip Owners acknowledge that such allocation is imprecise and that any allocation made by the Board in good faith shall be binding upon them.

Section 6.6 Uniform Rate of Assessments. Subject to Sections 6.1 and 6.5 above, the annual assessment and special assessments must be fixed at a uniform rate for all Lots, on a per Lot basis, and may be collected at such times as are determined by the Board.

Section 6.7 Quorum for Any Action Authorized Under Sections 6.3 and 6.4. At the first meeting called, as provided in Sections 6.3 and 6.4 above, the presence at the meeting of members or proxies entitled to cast forty percent (40%) of the total votes allocated to the Members pursuant to Article IV of this First Amendment shall constitute a quorum. If the required quorum is not forthcoming at any meeting, subsequent meetings may be called, subject to the notice requirement set forth in Sections 6.3 and 6.4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the next preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the next preceding meeting.

Section 6.8 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to any Lot on the first day of the first month following the subjection of the Lot to the Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Boatslip Assessments shall commence as of the first day of the month following the recordation of this First Amendment.

Section 6.9 Certification. The Association shall upon demand at any time furnish a certification in writing signed by an officer of Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been made and shall be binding upon the Association as of the date of its issuance.

Section 6.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, assessments shall bear interest from the date of delinquency at the lesser of the highest lawful rate or twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs and reasonable attorney's

fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6.11 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. A sale or any transfer of any Lot shall not affect the assessment liens; provided, however, that the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or deed of trust or any proceeding or deed in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from the liability for any assessment thereafter becoming due or from the lien thereof

Section 6.12 Management of Funds. All funds collected through assessments shall be managed by the Association subject to the provisions of this First Amendment. Disbursement of funds collected from Owners and Boatslip Owners shall be as directed by the Board of Directors.

Section 6.13 Lien and Foreclosure. All unpaid sums that have been assessed in the manner provided herein shall, together with interest as provided herein, plus the cost of collection (including reasonable attorneys' fees), become a continuing lien and charge on the Lot and all Buildings and Structures thereon owned by the Owner as of the assessment due date, as well as any Boatslip owned by the Owner, which shall bind such Lot, Building and Structures and Boatslips then in the hands of the Owner, and the defaulting Owner's heirs, devisees, personal representatives, successors and assigns. Except as otherwise provided in this First Amendment, the aforesaid lien shall be superior to all other liens and charges against such Lot. The Board shall have the power to subordinate the aforesaid lien to any other lien. The Board may, but is not required to, prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot, and may record same in the Registry. The lien for payment of assessment may be enforced by the foreclosure of the defaulting Owner's Lot in like manner as a deed of trust with power of sale on real property, or the Association may institute suit against the Owner personally obligated to pay the assessment, or the lien may be enforced by judicial foreclosure or the Association may pursue one or more of the foregoing remedies and/or may seek any other available remedy or relief. In any foreclosure proceeding, judicial or non-judicial, the defaulting Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the power and right to bid on the Owner's Lot at the foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with same.

ARTICLE VII

MAINTENANCE OF PROPERTY

Section 7.1 Maintenance of Common Areas and Boatslips. Maintenance of Common Areas, and all Amenities and structures located therein including Boat Docks

and Boatslips shall be supervised by the Association. Funds for such maintenance shall be supplied from the annual assessment, Boatslip Assessments and Special Assessments.

Section 7.2 Maintenance of Lots by Association. The Association reserves the right to install, maintain and repair all landscaping features on the Lots. This shall include, but not be limited to, the installation and maintenance of shrubbery and other plantings. The planting and maintenance includes cutting of lawns, together with all other activities involving lot or yard maintenance. The Association may employ or contract with any person or entity which the Association may select to provide these services. The Association shall either be reimbursed for the services from the general assets of the Association or individual lot owners. All provisions of this restriction relating to enforcement and collection of assessments shall apply to the costs, fees and compliance which pertain to this section.

This restriction shall remain in force and effect until 2012 at which time the Successor Declarant at its election may extend the terms of this section for an additional five (5) year period.

Section 7.3 Successor Declarant's Inaction. Neither the execution and recordation of this First Amendment, nor the recordation of any other instrument subjecting any land in the Property to protective covenants, conditions or restrictions or other provisions shall obligate or require (i) Successor Declarant to grant any right, power, duty or privilege of any nature or kind to the Association or to any other entity except as expressly set forth herein, or (ii) Successor Declarant to perform any act permitted by this First Amendment or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do so.

ARTICLE VIII

GENERAL POWERS AND DUTIES OF THE BOARD: ARCHITECTURAL CONTROL AND INSPECTION

Section 8.1 Powers and Duties of the Board of an Association. In addition to those rights and duties set forth elsewhere herein, the Board of the Association, for the mutual benefit of the members of such Association, shall have the following powers and duties:

(a) To improve, maintain or cause to be maintained the Common Area, including, but not limited to, planting, moving, pruning, fertilizing, preservation and replacement of the landscaping and the upkeep and maintenance of sidewalks and other Amenities in such Common Area, and the upkeep and maintenance of sprinklers, sprinkler mains and laterals, sprinkler heads, equipment, water pumps, wells, signs, lighting and planting boxes located in such Common Area and the Wastewater Facilities (to the extent required or allowed in this Declaration) whether such facilities are located on Common Area or on other property owned by Successor Declarant that is not Common Area;

(b) To enter into agreements with the appropriate governmental authorities to enable the Association to improve and maintain the Common Area;

(c) To make reasonable rules and regulations for the use and operation of the Common Area and the Boatslips, and to amend them from time to time, provided that if such amendment must also be approved by Successor Declarant before it may become effective if the Successor Declarant still has an ownership interest in any portion of the Property;

(d) To enter into agreements or contracts with insurance companies with respect to insurance coverage relating to the Common Area or Boatslips;

(e) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters relating to the Common Area;

(f) To enter into contracts for the provision of utilities to the Property including Lots;

(g) To own, lease, maintain and operate utilities, including the Wastewater Facilities, for benefit of the Property and use by the Owners (subject to the provisions of Section 10.22);

(h) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(i) To sue or defend in any court of law in behalf of the Association and to provide adequate reserves for repairs and replacements;

(j) Subject to the terms hereof to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members of the Association in proportionate amounts to cover the deficiency;

(k) To exercise for the Association all powers, duties and authority vested in or delegated by this First Amendment, the Bylaws of the Association, or the Articles of Incorporation of the Association to the Association and not reserved to the Members of such Association or Successor Declarant by other provisions of this First Amendment any applicable Supplemental Declaration, the Bylaws of such Association or the Articles of Incorporation of such Association;

(l) To declare the office of a member of the Board of the Association to be vacant in the event such member shall be absent from three (3) consecutive meetings of such Board;

(m) To employ a manager or firm to manage the affairs and property of the Association, to employ independent contractors, or such other employees as the Board of

such Association may deem necessary, and to prescribe their duties and to set their compensation;

(n) To retain the services of legal and accounting firms;

(o) To enforce the provisions of this First Amendment, and any applicable Supplemental Declaration and any rules made hereunder or under any such applicable Supplemental Declaration and to enjoin and/or, in its discretion, seek damages or other relief from any Member of such Association for violation of such provisions or rules;

(p) To contract with any third party or any Owner (including, without limitation, Successor Declarant) for performance, on behalf of such Association, of services which the Association is otherwise required to perform pursuant to the terms hereof or pursuant to any applicable Supplemental Declaration, such contracts to be at competitive rates and otherwise upon such terms and conditions and for such consideration as the Board of the Association may deem proper, advisable and in the best interest of such Association;

(q) To take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations hereunder or under any applicable Supplemental Declaration, for the operational protection of the Association or for the enforcement of the controls, covenants, conditions, restrictions and development standards contained herein; and

(r) To set assessments, whether annual or special or boatslip, as provided herein.

Section 8.2 Architectural Control. Successor Declarant may establish, and from time to time modify, architectural standards and guidelines for the control of the design of all Structures and other work within the Property (the “**Architectural Guidelines**”). Except for construction, installations or improvements by the Successor Declarant, no construction, erection, or installation of any improvements, including, but not limited to, Buildings, outbuildings, garages, carports, gazebos, swimming pools, tennis courts, fences, walls, screens (whether by plants or structures) and other structures (individually a “**Structure**” and collectively “**Structures**”), shall be undertaken upon the Property unless the site plans, building plans, and specifications therefore, showing the nature, kind, shape, height, materials and location of the proposed improvements shall have been submitted to the Architectural Committee or its agent and expressly approved in writing. Approval shall depend in part on consistency with the Architectural Guidelines if then promulgated. No grading, excavation, tree removal (except as provided herein) or change of exterior color or other work which in any way alters the exterior appearance of any Structure or Lot be done without the prior approval of the Architectural Committee. No subsequent alteration or modification of any existing improvements nor construction, erection, or installation of additional improvements may be undertaken on any of the Property without prior review and express written approval of the Architectural Committee.

Each Owner shall, prior to the commencement of any construction, submit in sequence to Architectural Committee the following materials: (i) a "preliminary concept plan" which shall include schematic site plans, floor plans and exterior elevations and materials; (ii) "design proposals" which shall include more detailed building and site design plans and specifications sufficient and definite in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed; and (iii) "construction plans and specifications" which shall be a true extension of the preliminary concept plan and design proposals, including a plot plan, in detail and to scale. The Architectural Committee shall, in writing, within thirty (30) days after receipt of each fully completed and adequate required submittal which it deems complete, approve, reject or approve, subject to change, such plans, proposals and specifications as are submitted to it as required above. After approval, any change in location, plot plan, exterior colors or exterior materials must be re-submitted for approval. Failure to obtain approval of Architectural Committee of all such plans, proposals, specifications and plot plan prior to the commencement of any construction shall be deemed a material breach hereof and Architectural Committee shall then have the right, in addition to any other rights permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said approval to be torn down or removed forthwith.

At the time the Owner makes its initial submittal to the Architectural Committee as provided above, the Architectural Committee or the Board may require that Owner submit a street repair deposit (the "**Street Repair Deposit**") in an amount reasonably established by the Architectural Committee or the Board not to exceed \$1,500.00. The Street Repair Deposit shall be used to repair any damage to any street or adjoining Common Area amenities caused by the construction activity, including without limitation, damaged curbs, damaged street paving, and/or damaged foliage. The Architectural Committee or the Board shall refund any unused portion of the Street Repair Deposit promptly following any repairs necessitated by such construction activity.

In general, no exterior alterations or additions to Buildings or other Structures shall be considered for approval unless such alterations or additions are in harmony with existing Structures, as to style, shape, color and size, and such plans have been submitted to the Architectural Committee for approval. However, this section shall not be construed to mean that the Architectural Committee or Board shall have to approve a proposed alteration or addition that meets the above criteria.

In general, the construction of fences, walls and other Structures and the planting of screens will not be permitted if in the opinion of the Architectural Committee such construction or planting constitutes an unreasonable obstruction of the view of another Owner.

In the event that the Architectural Committee fails to approve or disapprove the site or design or any proposed improvements within thirty (30) days after plans and specifications therefore have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that

the plans and specifications required to be submitted shall not be deemed to have been received by the Successor Declarant or the Association if they contain erroneous data or fail to present adequate information upon which the Successor Declarant or the Association, as the case may be, can arrive at a decision.

The Successor Declarant and/or the Architectural Committee shall have the right, at its election, but shall not be required, to enter upon any of the Property during site preparation or construction, erection, or installation of improvements to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

Section 8.3 Liability Limitations. Neither Successor Declarant, nor any Member nor any Board nor any directors on any Board (or any one of them) nor the officers (if any) of Successor Declarant or of the Association nor any member of the Architectural Committee and/or any other committee established by the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of an Association or otherwise. Neither Successor Declarant, the Association, nor the directors, officers, agents or employees of either thereof shall be liable for any actual, incidental or consequential damages for failure to inspect any premises, improvements of portions thereof or for failure to repair or maintain the same. Successor Declarant, the Association or any other person, firm or association liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board of the Association and all members of the Architectural Committee from and against any and all loss, cost, expense, damage, liability, action or cause of action arising from or relating to the performance by the Board of the Association and/or such Architectural Committee of their duties and obligations except for any such loss, cost, expense, damage, liability, action or cause of action resulting from the gross negligence or willful misconduct of the person is to be indemnified.

Section 8.4 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time, are fully incorporated into this First Amendment by reference.

Section 8.5 Successor Declarant Rights. During the Declarant Control Period, the Successor Declarant shall have the following rights and privileges:

- (a) All Special Declarant Rights as defined in the Act.
- (b) The right to appoint and remove members of the Board of Directors and officers.
- (c) The right to appoint the Architectural Committee.

(d) The right to use all Common Areas for sales and marketing events and to assign such rights as it deems appropriate.

(e) The right to use any and all dwellings as a model or sales office and to authorize such use by others.

(f) The right to subject the Property to contracts for the provision of utilities including water, sewer, electric service, gas, cable, telephone, broadband and internet or other similar services.

(g) The right to unilaterally amend this First Amendment as it, in its sole discretion deems advisable.

(h) The right to assign its rights as declarant, in whole or in part, as it deems advisable and upon such assignment to be released from any and all liability for actions of declarant as to rights so assigned.

(i) The right to convey real and personal property to the Association upon terms and conditions as it deem appropriate and to require the Association to accept such conveyances.

(j) The right to use all easements and rights of ways within the Property, whether for ingress and egress, drainage or utilities or for utilities and to grant easements to third parties.

(k) Such other rights as are set forth herein.

Section 8.6 Prohibited Actions. During the Declarant Control Period, the Board shall have no authority to, and shall not undertake any action, without the prior written consent of the Successor Declarant or its agent expressly authorized for such purpose, which shall:

(a) Prohibit or restrict in any manner the sales and marketing program of the Successor Declarant or restrict or limit in any manner the use by the Successor Declarant of any portion of the Property for the sale and/or resale of Lots, improvements thereupon or Boatslips;

(b) Decrease the level of maintenance services of the Association provided by the Board so long as Class B voting rights exist;

(c) Make any special or individual assessment or impose any fine upon the Successor Declarant's Lots or the Successor Declarant;

(d) Modify, amend or alter the recorded plats of the Property;

(e) Terminate or cancel any contracts of the Association entered into by the Board during the period which any Class B voting membership exists;

(f) Terminate or waive any rights of the Association under this First Amendment;

(g) Convey, lease, mortgage, alienate or pledge any easements or any part of the Common Area;

(h) Accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;

(i) Terminate or cancel any easements granted hereunder or by the Association;

(j) Terminate or impair in any fashion any easements, powers, or rights of the Successor Declarant hereunder;

(k) Restrict the Successor Declarant's right of the use, access, and enjoyment of any of the Property;

(l) Cause the Association to default on any obligation under any contract or this First Amendment;

(m) Restrict in any respect the use by the Successor Declarant of any office or other facility on the Property for any purpose, including managing or operating the Association.

Section 8.7 Notice of Meetings. Notice of all Association meetings shall be provided to all Members by hand delivery, U.S. Mail, or by electronic means not less than ten (10) days nor more than sixty (60) days in advance of the applicable meeting. Each Member shall be responsible for insuring that the Member has provided the Association with the Member's current notice address.

ARTICLE IX

RULES AND REGULATIONS

Common Area. The Board of Directors of the Association shall have the power to formulate, amend, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a book of resolutions which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours.

ARTICLE X

RESTRICTIVE COVENANTS

Section 10.1 Single Family Residential Use. The properties subject to this specific covenant are Lots 1-85 shown on the map recorded in Plat Cabinet 1, Slide

261A, Plat 15 in the Registry. These properties shall be used only for detached, single-family residential purposes, together with the streets and utilities (including storm water detention and retention areas and sanitary sewer holding areas) serving such residences and related facilities, community improvements such as recreational facilities, rental/sales office, and accessory buildings and structures permitted herein. No more than one detached single-family residential dwelling may be constructed on any single Lot. No condominium, townhouse, duplex, apartment or other multi-family residential uses are permitted on the Property except as otherwise provided herein with respect to Successor Declarant's right to annex Additional Property to be utilized for townhomes and condominiums. Further, no camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the Property), recreational vehicle, or similar habitable or transportable unit or structure shall be allowed to remain on or adjacent to the Property as a place of residence. The single-family residence restrictions set forth above shall not prohibit the construction of Amenities, townhomes or condominiums by the Successor Declarant. Successor Declarant reserves the right to use any dwelling or any other permitted use located on a Lot as an office and/or model which may be shown to prospective purchasers of lots or units. Notwithstanding anything above to the contrary, the Successor Declarant reserves the right to construct multifamily dwellings on Lots 86-98 as shown on the recorded in Plat Cabinet 1, Slide 261A, Plat 15 in the Registry and any other lands which are owned or to be acquired by the Successor Declarant. Notwithstanding anything above to the contrary, the Successor Declarant reserves the right to construct condominiums on the property designated as "Future Development" at the intersection of Eaton's Crossing and Meeting Street as well on that area erroneously designated "Common Area/Open Space" near the intersection of Eaton's Crossing and Society Hill shown on the Plat and any Additional Property which are owned or to be acquired by the Successor Declarant.

Section 10.2 Lot Size. A Lot shall have a width and the minimum building set back line and an area that meets the minimum requirements of the applicable municipal or county ordinances. Adjustments may be made in the line between two Lots so long as the area of any Lot is not reduced by more than ten percent (10%), the adjustments do not violate the applicable municipal or county ordinances, and other restrictions herein set forth are observed. Upon any recombination of lots, the setbacks and side line clearances from new Lot lines shall be applicable and set backs from former Lot lines shall no longer be required. No combination of Lots shall increase the number of Lots above the number existing before recombination, except as hereinafter set forth.

Section 10.3 Restricted Activities. Without limiting any similar provisions or additional restrictions elsewhere herein, the following activities are prohibited on the Property:

- (a) Any activity which violates local, state, or federal laws or regulations;
- (b) Institutional uses, including but not limited to group homes, day care centers, churches, temples or shrines, rest homes, schools, medical care facilities, lodges, inns, beds and breakfasts;

(c) Any business or trade, except that an owner or occupant residing on the Property may conduct business activities within a dwelling on the Property so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling unit; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Property by clients, customers, suppliers, or other business invitees; (iv) the business activity does not involve any service or delivery business in which more than one vehicle used in such business would be parked overnight on the Property, or for which any parts, equipment supplies, raw materials, components or tools are stored on the Property; and (v) the business activity is consistent with the residential character of the Property and does not constitute an unreasonable disturbance to adjoining land owners or others, a nuisance, or a hazardous or offensive use. The foregoing shall not preclude occasional garage sales, moving sales, rummage sales, or similar activities provided that such activities are not held on the Property more than once in any six-month period. The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. The leasing of the Property for single-family residential use shall not be considered a business or trade within the meaning of this subsection. Owners may permit a temporary construction trailer to be located on the Lot during construction activities, provided such trailer shall be removed within five (5) days following completion of construction; and

(d) Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment of the residents of the Property. There shall be no obstruction of the Common Area, nor shall anything be kept, stored, altered in or on the Common Area, or removed therefrom, without the prior consent of Successor Declarant or the Association. Provided, however, Successor Declarant and the Association shall have the right to install, place, repair, replace and maintain signs in the Common Area and other apparatus as may be necessary to enable the Association to carry out its powers and duties under this First Amendment. No Owner shall permit anything to be done or kept on such Owner's Lot or in the Common Area which will result in the cancellation of or the increase in cost of any insurance carried by the Association.

Section 10.4 Quality Craftsmanship/Dwelling Size. All residential dwelling Buildings and outbuildings erected upon the Property shall be built on site of new materials of good grade, quality and appearance, and shall be constructed in a good, workmanlike manner, conforming to all applicable building codes. Further, all dwellings must meet the following construction requirements:

(a) Lots 1-12 shall not contain less than 1,800 square feet of Heated Living Area, excluding any basement footage. Declarant has designated three bedrooms for these dwellings and will review a bedroom count during plan submission.

(b) Lots 13-25, Lots 31-38, Lots 44-57 and Lots 64-80 shall not contain less than 2,000 square feet of Heated Living Area. Declarant has designated three bedrooms for these dwellings and will review a bedroom count during plan submission.

(c) Lots 26-30, Lots 39-43, Lots 58-63 and Lots 81-85 shall not contain less than 2,400 square feet of Heated Living Area. Declarant has designated four bedrooms for these dwellings and will review a bedroom count during plan submission.

(d) All dwelling Buildings and accessory structures shall be completely supported with solid brick, brick or stone covered block, or stucco covered foundation.

(e) Roofs shall not have less than 16 inch overhang and shall be covered with asphalt or fiberglass shingles, terra cotta tile, real or manmade slate, copper sheathing or wood shingles or pre-painted metal roofing.

(f) The exterior surfaces of all dwelling Buildings and accessory structures shall be covered only with brick, stone, hard stucco (synthetic stucco is not permitted), wood, or siding consisting of wood or composite material (vinyl siding may be approved on a case by case basis but shall require the express approval of the Architectural Committee and may be rejected by the Architectural Committee for any reason); provided, that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished.

(g) Exteriors of all dwelling Buildings and accessory structures must be completed within one year after the commencement of construction, and a certificate of occupancy issued within two years after commencement of construction. The Successor Declarant may extend the completion date at its discretion.

(h) Buildings on any Lot shall be built so as to comply with setback requirements imposed by the applicable governmental authority.

(i) All signs, posters, banners or other signage, including "for sale signs" are prohibited without the express written consent of the Successor Declarant.

Section 10.5 Permitted Accessory Structures. No Buildings or improvements of any kind may be located on Lots 1-85 other than one detached, single-family residential home, and the following permitted accessory structures:

(a) Storage and shop outbuildings, including detached garages, workshops, storage and utility buildings, greenhouses and similar buildings. The total square footage contained within all such outbuildings combined shall not exceed two thousand (2000) square feet. All outbuildings shall be permanently affixed to the Property. Further, no outbuildings shall be located wholly or partially within any Buffer Area.

(b) Recreational structures, including decking, gazebos, covered patios, playhouses, barbecue pits and similar structures. The total square footage contained within such structures when combined shall not exceed one thousand (1000) square feet in area.

(c) One detached apartment or guest house.

Section 10.6 Site Development Requirements. The Property shall be subject to the following specific development requirements.

(a) No portion (or portions) of a Lot shall be: (i) denuded of ground cover or topsoil, (ii) graded, (iii) excavated or (iv) covered with earth or natural or man-made fill material, unless all required building, grading and erosion control permits have been issued by the applicable municipal authorities.

(b) All denuded, graded, excavated or filled areas shall be stabilized and replanted on or before the later of: (i) the ninetieth (90th) day following the initial denuding, grading, excavation, or filling (unless footings and foundations are being installed upon the disturbed area and construction is being diligently and continuously pursued upon such area); or (ii) such time as construction is completed or interrupted for a period of ninety (90) continuous days.

(c) All Lots are subject to the Dominion Power shoreline management guidelines as amended from time to time.

Section 10.7 Buffer Area Restrictions. The Successor Declarant reserves the right to maintain and control all buffer areas.

Section 10.8 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved over and more particularly described on the recorded subdivision plat. In the event that the owner of any Lot shall acquire land adjacent to and in the rear of such Lot, such Lot Owner may relocate the easement herein established over the rear line to conform to the increase in the size of his Lot, provided that alteration in drainage does not thereby adversely affect the drainage of any other Lot or interfere with the rights of the Owners of other property within this subdivision to services rendered by the easement herein created. Such relocated easement shall be the same width as the original easement. A map of such relocated easement shall be recorded in the Registry.

Section 10.9 Prohibited Conditions and Uses. None of the following Structures or improvements may be located upon any Lot:

(a) Structures, equipment or other items which are visible from any road or adjacent property which have become rusty, dilapidated, or otherwise fallen into disrepair;

(b) Towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside of the

dwelling on the Property other than (i) a customary antenna, which shall not extend more than twelve (12) feet above the top roof ridge of the dwelling; and (ii) a satellite disc or dish no larger than four feet (4') in diameter;

(c) Any outdoor clothes lines; nor shall any clothes lines or any other items be hung on exterior railings or components of any structure;

(d) Any freestanding transmission or receiving towers or any non-standard television antennae; and

(e) No flags, banners or other displays shall be visual from the lake side of any lot or structure.

Section 10.10 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animals shall be kept or housed outdoors on any Lot. All animals when off the applicable Owner's Lot shall be kept on a leash at all times. Further, the owner of such animal shall be responsible for curbing their animal when the animal is off their Lot.

Section 10.11 Mail Box Posts. All mail box support posts shall be of material and design as designated by Successor Declarant or by an Architectural Committee.

Section 10.12 Signs. No sign of any kind shall be displayed to the public's view on any Lot.

Section 10.13 Garages. The garage feature of the Building shall be one of the features reviewed by the Architectural Committee. In certain circumstances where Lot size, Building design, topography, screening and other factors are appropriate. All garage doors, detached or otherwise, shall remain closed except when in use for entry or exit into or from said garage.

Section 10.14 Duty of Maintenance. The Owner of each Lot shall have the duty and responsibility, at such Owner's sole cost and expense, to keep that part of the Property owned by such Owner, including Structures thereon, ground and drainage easements or other rights-of-way incident thereto, in accordance with the terms and provisions of this First Amendment (to the extent applicable) and of any applicable Supplemental Declaration and in a first-class, well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (1) Prompt removal of all litter, trash, refuse and waste;
- (2) Watering by means of a lawn sprinkler system and/or hand watering as needed;
- (3) Keeping exterior lighting and mechanical facilities in working order;

- (4) Keeping lawn and garden areas alive and well maintained;
- (5) Keeping vacant land well maintained and free of trash and weeds;
- (6) Keeping parking areas and driveways in good repair;
- (7) Complying with all governmental health and police requirements;
- (8) Repainting of Structures; and
- (9) Repair of exterior damage to Structures.

Section 10.15 Tree Cutting. No trees shall be cut or pruned without the permission of the Successor Declarant.

Section 10.16 Completion of Construction Activity; Requirement of Bond. The exterior of all Buildings, Structures or other improvements must be completed within one (1) year after commencement of construction, except where, in the sole discretion of the Board, such completion within one (1) year is not possible or would result in great hardship to the Owner or builder due to strike, fire, national emergency or natural calamity. To ensure the timely completion of construction and the compliance with the terms of this First Amendment, the Architectural Committee may require in its discretion, as a condition of Architectural Committee approval of submitted plans, that the Owner provide a construction bond, in form and content satisfactory to the Architectural Committee. Prior to the commencement of construction activity at a Lot, the contractor or Owner shall place a dumpster for the receipt of trash and construction debris. In no event shall the contractor or Owner burn any trash or construction debris.

Section 10.17 Electronic Monitoring Systems. In order to preserve the tranquility and peacefulness for all of the Owners, no audible siren, horn, bell, or other noisemaking device shall be permitted in connection with an electronic monitoring or alarm system. All electronic monitoring or alarm systems shall use silent or inaudible alarms (i.e. electronic notice to a central station).

Section 10.18 Colors. No exterior colors on any Structure shall be permitted that, in the sole judgment of Successor Declarant or the Architectural Committee would be inharmonious or discordant or incongruous. Any future exterior color changes desired by an Owner must be first approved by the Architectural Committee.

Section 10.19 Factory Built Structures. No mobile, manufactured or modular home or structure having the characteristics or appearance of a mobile, modular or manufactured home, including, without limitation, any mobile, modular or manufactured home as defined by the building codes or other applicable laws of the state in which the Property is located, shall be located upon the Property.

Section 10.20 Underground Utility Lines. All electric, telephone, gas, cable television and other utility lines shall be installed underground.

Section 10.21 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers & Trailers.

(a) No commercial truck, commercial van or other commercial vehicle of any kind shall be permitted to be parked on any Lot for a period of more than twenty-four (24) hours unless such vehicle is necessary in the actual construction and/or maintenance activities taking place on that Lot or unless same is fully enclosed inside a Structure.

(b) No recreation vehicle other than a non-commercial passenger vehicle shall be permitted to be parked overnight on any Lot unless same is fully enclosed inside a Structure.

(c) No campers or trailers shall be permitted to be parked overnight on any Lot unless same is fully enclosed inside a Structure.

(d) None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary.

(e) No vehicles or golf carts shall be parked on any street.

(f) No boat, boat trailer, jet ski or jet ski trailer shall be parked on any street.

(g) Lot owners, by acceptance of deeds to lots or portions of the real property subject to these restrictions, agree and the Successor Declarant shall hereby prohibit the docking, anchoring, or parking of any boat, vessel or other watercraft on property owned and controlled by VEPCO which properties are adjacent to or contiguous to the here restricted property. This provision shall not limit the Successor Declarant's right to convey or assign the use of the Boatslips or the Boat Docks as more specifically provided herein.

(h) No repairs or maintenance, other than routine maintenance, of vehicles or watercrafts shall be permitted.

Section 10.22 Community Water and Sewer. Sewage disposal for the Property is to be provided by a private wastewater system owned by the Successor Declarant and located upon real property owned by the Successor Declarant. Further, all drainfields are located upon land owned by Successor Declarant. The system and the drainfields designed to service the Property as well as any replacements, substitutions or additions thereto shall be referred to herein as "Wastewater Facilities". The Wastewater Facilities are not Common Areas and Successor Declarant shall not be obligated to transfer and convey such areas to the Association. However, until such time as public sewer is available to the Property or until such time as Successor Declarant transfers the Wastewater Facilities to a licensed wastewater operator who shall be responsible for providing sewer disposal to the Property, the Wastewater Facilities shall be used for providing wastewater disposal to the Property. All costs of operations including repair, maintenance, utilities, insurance, taxes and reasonable reserves shall be paid by the Association and shall be budgeted by the Association. In addition, the Association shall pay the cost of a licensed operator for the Wastewater Facilities and any charges related

to the removal and disposal of waste at an off-site facility. Notwithstanding that Successor Declarant is not obligated to transfer and convey the Wastewater Facility to the Association, Successor Declarant may convey all or any portion of the Wastewater Facilities to the Association and the Association shall accept such conveyance without warranty of title, fitness for purpose or any other warranty of any nature except for such warranties as may be provided by third parties and in "as is, where is" condition. Successor Declarant reserves the right to charge and collect tap fees or access fees for use of the Wastewater Facilities. Upon such conveyance, the Wastewater Facilities shall become Common Areas. The Association may assess fees against Owners of improved Lots to offset the costs associated with the Wastewater Facilities.

Section 10.23 Casualty Destruction to Improvements. In the event that a Structure or other improvement is damaged or destroyed by casualty loss or other loss then within a reasonable period of time after such incident, as determined by Successor Declarant, the Owner thereof shall either commence to rebuild or repair the damaged Structure or improvement and diligently continue such rebuilding or repairing until completion or properly clear the damaged Structure or improvement and restore or repair the Lot in a manner aesthetically satisfactory to Successor Declarant. As to any such reconstruction of a destroyed Structure or improvement, the same shall only be replaced with Structures or improvements as are approved by Successor Declarant or the Architectural Committee as provided herein. In addition to and without limiting rights provided Successor Declarant and the Association in the event any Owner fails to repair or raze any damaged Structure, the Successor Declarant and the Association may, at their discretion, secure such damaged structure to prevent a health and safety concern and/or may screen such damaged structure to the extent practical.

Section 10.24 Subdivision and Recombination of Lots. No Lot shall be subdivided without the written consent of Successor Declarant (or the Association at such time as Successor Declarant has no remaining ownership interest in any portion of the Property). One or more Lots may be combined into a single Lot with the written consent of Successor Declarant (or the Association at such time as Successor Declarant has no remaining ownership interest in any portion of the Property) and, upon such combination and consent of Successor Declarant (or the Association at such time as Successor Declarant has no remaining ownership interest in any portion of the Property), the resulting Lot shall be considered as one Lot for the purposes of this First Amendment. Provided, the foregoing shall not prohibit or restrict the right (which is hereby reserved) of Successor Declarant to subdivide, combine, resubdivide, recombine, or re-record maps relating to, any Lots subject to this First Amendment.

Section 10.25 No Limitation on Architectural Control: No Implied Waiver. The above restrictions on the use and development of Lots by Owners shall not be construed as limiting the right of review and analysis afforded Successor Declarant and the Architectural Committee. The failure of Successor Declarant to object to an Owner or another person's failure to comply with the covenants and restrictions contained herein shall in no event be deemed a waiver by Successor Declarant, or any other Person having an interest herein, of its rights to object to the same and to seek compliance therewith in accordance with the provisions of this First Amendment.

ARTICLE XI

RIGHTS OF FIRST MORTGAGEES AND INSURERS OF FIRST MORTGAGES

Any institutional holder of any mortgage on a Lot will, upon request in writing to the Association, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (c) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage, (d) receive written notice of any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage, (e) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (f) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, (g) be furnished with a copy of any insurance policy owned by the Association, and (h) to be furnished with at least one copy of the annual financial statement and report of the Association, prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses. The Association may require the payment of expenses incurred in preparing copies and mailing of documents furnished to mortgage holders pursuant to this Article.

ARTICLE XII

BOATSLIP ASSIGNMENTS;
CONSTRUCTION OF ADDITIONAL BOAT DOCKS AND BOATSLIPS;
RULES AND REGULATIONS

Two (2) Boat Docks and forty (40) Boatslips have been constructed by Declarant pursuant to Permit # 7427 (**"Permit"**) issued by VEPCO. The terms of the Permit are incorporated by reference into this First Amendment. The Association and all Owners shall comply with the terms of the Permit relating to the use and maintenance of the Boat Docks and Boatslips. Owners shall not have the right to apply for or obtain boat dock permits or usage agreements from VEPCO. No boat dock permits or usage agreements may be retained, sold, leased or otherwise conveyed by any person or entity that does not own a Lot in the Property.

All Boatslips currently constructed are held as set forth on Exhibit B and Certificates of Ownership have or will be issued to such Boatslip Owners including Successor Declarant. Successor Declarant reserves the right (but not the obligation) to construct additional Boat Docks and Boatslips as allowed under the Permit as it may be amended from time to time and reserves easements over all Common Areas for the construction of the additional Boat Docks and Boatslips which includes ingress, egress and the right to encroach upon Lots adjoining the Common Areas in the course of construction as well as utility easements to service the subsequently constructed Boat Docks and Boatslips. If Successor Declarant constructs any additional Boat Docks and Boatslips, upon the completion of such Boat Docks and Boatslips, any such Boatslips

shall be owned by Successor Declarant and may be sold and transferred by Successor Declarant upon the terms and conditions set forth herein and any such Boat Dock shall be deemed Common Area.

Successor Declarant and all Boatslip Owners acknowledge that all Boatslips are personal property and shall be represented by a Certificate of Ownership, a sample of which is attached hereto as **Exhibit C**. The Association shall keep a record of all Boatslip Owners and may make reasonable rules and regulations relating to the transfer of Boatslips. No transfer shall be effective until properly registered with the Association. Upon registration, the Association shall issue a new Certificate of Ownership for the Boatslip to the new Boatslip Owner.

The Association may establish rules and regulations regarding the use of the Boatslips and the Boat Docks which shall be binding upon all Owners and Boatslip Owners.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1 Insurance. In the event the Association becomes the owner of any buildings, or other improvements, or personal property, located within the Common Area, the Board of Directors shall obtain hazard insurance (if available) in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors with the assistance of the insurance company providing such coverage. Such coverage shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings and properties similar in construction, location and use.

The Board of Directors shall also procure and maintain public liability and property damage insurance, insuring each member of the Board of Directors; the manager, if any; and the Association against any liability to the public or to homeowners (and their invitees, agents, and employees) arising out of or incident to the ownership and/or use of the Common Area and facilities or such other areas for which the Association is responsible. The insurance shall be issued on a comprehensive liability basis and shall contain a cross liability endorsement under which the rights of each named insured under the policy shall not be prejudice with respect to his action against another named insured. The amount of such public liability insurance shall be determined by the Board of Directors, but in no event shall it be less than \$1 million per occurrence with regard to the Association and each individual director.

There shall also be obtained such other insurance coverage as the Board of Directors shall determine from time to time to be desirable and necessary. Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors as a common expense of the Association.

Section 13.2 Severability. Invalidation of any one or more of the covenants, conditions or restrictions of this First Amendment by judgment or court order by a court of competent jurisdiction shall in no way affect any other provisions of this First Amendment, which shall remain in full force and effect to the full extent under applicable law.

Section 13.3 FHA/VA Approval. Notwithstanding any provisions in this instrument to the contrary, as long as there is a Class B membership, and if Successor Declarant desires to qualify sections of the Property for Federal Housing Administration or Veterans Administration approval (but not otherwise), the following actions will require the prior approval of Federal Housing Administration or the Veterans Administration: Annexation of additional properties, amendment of the First Amendment of Covenants, Conditions and Restrictions, merger and consolidations, dissolution and exchange of Common Areas.

Section 13.4 Term of Declaration; Amendment. The covenants, conditions and restrictions of the this First Amendment shall run with and bind the Property for a term of thirty (30) years from the date the Declaration was recorded in the Registry, after which time they shall be automatically extended for an unlimited number of successive periods of ten (10) years each, unless amended as set forth below. This First Amendment may be amended by an instrument signed by the Owners of not less than and two-thirds (2/3) of the voting authority hereunder, as described in Article IV.

Furthermore, the Successor Declarant, for so long as it controls the Board, and thereafter, the Board of Directors, may amend this First Amendment without the consent of the Owners and hereby reserves the right to act on behalf of the owners to conform this First Amendment to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any lots or units therein for mortgage or improvement loans made, guaranteed or insured by a governmental agency, including, without limitation, Veterans Administration, Federal Housing Administration, Federal National Mortgage Association, Housing and Urban

Development and Federal Home Loan Mortgage Corporation, or to comply with the requirements of law or regulations of any governmental corporation or agency regarding purchase of mortgage interests in units by such agency. A letter from any such agency stating that a change is desired or necessary in order to qualify the Property or any lots or units for loans eligible to be guaranteed by, insured by or purchased by such agency, shall be sufficient authority for the amendment of this First Amendment.

Section 13.5 Certification of Amendment. If any amendment to this First Amendment is executed, each such amendment shall be delivered to the Board of Directors of the Association. Thereupon, the Board of Directors, shall, within thirty (30) days do the following:

(a) Reasonably assure itself that the amendment has been executed by the Owners of the required number of votes allocated to members of the Association. (For

this purpose, the Board may rely on its roster of members and shall not be required to cause any title to any Lot to be examined);

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS,
CONDITIONS AND RESTRICTIONS OF

By authority of its Board of Directors, _____ hereby certifies that the foregoing instrument has been duly executed by the Owners of at least two-thirds (2/3) of the voting authority of Lots of _____ and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of _____.

President

ATTEST:

Secretary

(c) Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be recorded in Warren County, Registry.

All amendments shall be effective from the date of recordation in the Registry, provided, however, that no such amendment shall be valid until it has been indexed in the name of the Redtail - Gaston, LLC and ATLAS NC I SPE, LLC. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors, recorded and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots in Eaton's Crossing.

Notwithstanding the foregoing, an amendment which requires the approval of the applicable governmental attorney (town attorney or county attorney) shall not be effective until approved by said attorney.

Section 13.6 Prohibition Against Association Entering Into Long Term Contract While Successor Declarant in Control of the Board of Directors. Following the termination of the Declarant Control Period, the Association is not bound under contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty upon not more than 90 days notice to the other party.

Section 13.7 Notice. Whenever written notice to an Owner (including Successor Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owner appearing on the records of the Association or appearing on the records of the applicable county tax collection department. If notice is given in such manner, such notice shall be conclusively deemed to have been given on the date the same is placed in the United States mail properly addressed, with postage prepaid, whether received by the addressee or not. Electronic means may be utilized for routine notices and announcements.

Section 13.8 Titles. The titles, headings and captions which have been used throughout this First Amendment are for convenience only and are not to be used in construing this First Amendment or any part thereof.

Section 13.9 No Exemption. No Owner or other party may exempt himself from the coverage hereof or obligations imposed hereby by non-use of such Owner's Lot(s) or the Common Area.

Section 13.10 Statutory Authority. To the extent specific statutory authority for the making of this First Amendment shall be deemed necessary, this First Amendment shall be construed in accordance with Chapter 47F of the North Carolina General Statutes. Liens for assessments would be asserted as a lien under N.C.G. S. 47F-3-116 if statutory authority is deemed necessary.

Section 13.11 No Reversionary Interest. No provision hereof shall be deemed to vest in Successor Declarant or any other person any reversionary interest in any lot.

Section 13.12 Assignment. Successor Declarant specifically reserves the right, in its sole discretion, to at any time assign (temporarily or permanently) any or all of its rights, privileges, and powers under this First Amendment or under any Supplemental Declaration.

ARTICLE XIV

EASEMENTS

Section 14.1 Easements Reserved by Successor Declarant. Easements for installation, maintenance, repair and removal of utilities and drainage facilities are reserved by Successor Declarant for itself its successors and assigns, over, under and across the Lots (other than the portions thereof used as building sites) and through Common Areas for access to other properties whether or not the same are adjacent to the Property. Full right of ingress and egress shall be had by Successor Declarant at all times over the Lots (other than the portions thereof used as building sites) and the Common Areas for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Successor Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to

one or more public utility companies. No new easements shall be established hereafter without consent of the Owner of the Lot which is subjected to such an easement. It is understood and agreed that Successor Declarant has the right to impose other easements on Lots or any other Property which it owns. Without limiting any other provision in this First Amendment, it is understood that each and every one of Successor Declarant's easement rights reserved herein may be utilized for the benefit of property within or outside of Eaton's Crossing.

Section 14.2 Easements Appurtenant to Lots. All Common Area, shall be subject to an easement in favor of every Lot to which they are adjacent or which they are designated to serve and shall be deemed appurtenant to each such Lot, whereby the owner of each such Lot shall be entitled to use them as a means of ingress, egress and regress and such other uses shall have been designated. Such easement shall be superior to the lien of every mortgage or deed of trust.

Section 14.3 Emergencies. Every Lot shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot and that endangers any building or portion of the Common Area.

Section 14.4 Easement for Governmental Agencies. An easement is hereby established over the Common Area for the benefit of applicable governmental agencies, public utilities companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency and rescue activities and law enforcement activities.

Section 14.5 Emergency Vehicle Access. Neither the Association nor Owners shall restrict emergency vehicle access.

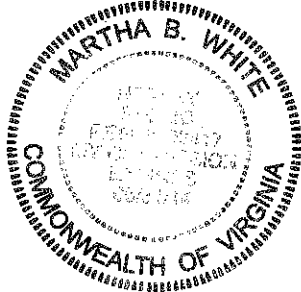
[Signatures to appear on following page]

IN WITNESS WHEREOF, the undersigned, being the Successor Declarant herein, has caused this instrument to be duly executed the day and year first above written.

SUCCESSOR DECLARANT:

ATLAS NC I SPE, LLC,
a North Carolina limited liability company

By: [Signature]
Name: Daniel H. Flye, Jr.
Its: Vice-President



VIRGINIA
STATE OF NORTH CAROLINA
VIRGINIA BEACH COUNTY CITY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Daniel H. Flye, Jr.

^{MBW}
Date: IX/5/12

[Official Seal]

Martha B White
Notary Public
Print Name: Martha B White

My commission expires: 5/31/2014

[NOTARIAL SEAL]

My commission expires: 5/31/2014



Martha B White
#192417

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS,
CONDITIONS AND RESTRICTIONS OF
EATON'S CROSSING

By authority of its Board of Directors, Chris McGuffin ^(President) hereby certifies that the foregoing instrument has been duly executed by the Owners of at least two-thirds (2/3) of the voting authority of Lots of Eaton's Crossing and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Eaton's Crossing Property Owners Association

Chris McGuffin
President

ATTEST:

Jessie Combs
Secretary

~~STATE OF SOUTH CAROLINA~~
~~STATE OF NORTH CAROLINA~~

Charleston COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Chris McGuffin

Date: 01/05/12

[Official Seal]

Marian E. Watson
Notary Public
Print Name: Marian E. Watson

My commission expires: 11/03/2021

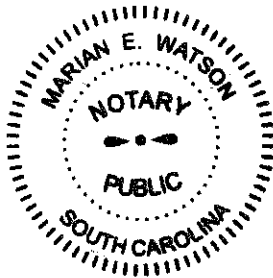
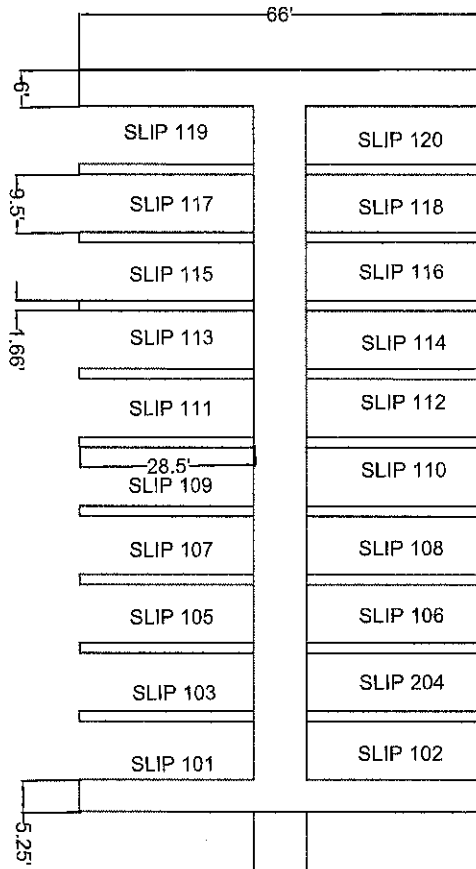


EXHIBIT A

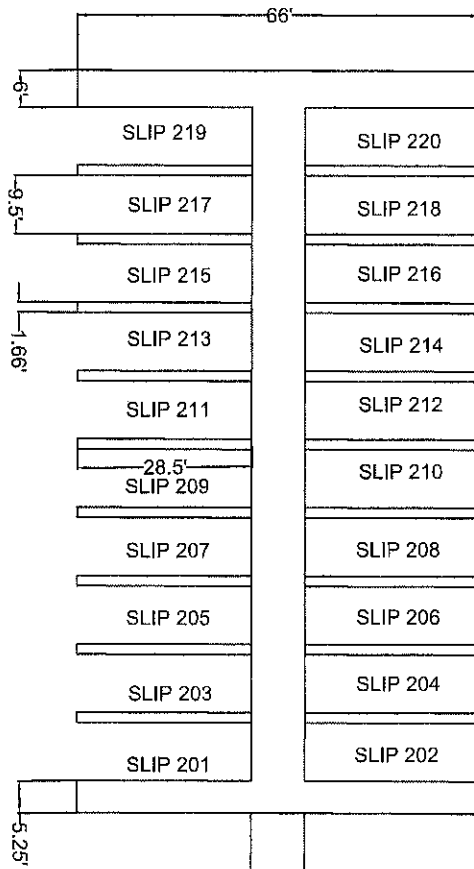
(Sketch of Boatslips)

[TO BE ATTACHED]

EATON'S CROSSING
PRIVATE MARINA
MEETING STREET
DOCK #1
SLIPS 101 TO 120



EATON'S CROSSING
PRIVATE MARINA
CAMERON PLACE
DOCK #2
SLIPS 201 TO 220



41

42

EXHIBIT B

(Current Ownership of Boatslips as of January 5th, 2012)

[TO BE ATTACHED]

EXHIBIT B

(Current Ownership of Boatslips as of January 5th, 2012)

<u>Boat Slip No.</u>	<u>Boat Slip Owner</u>
101	Dr. Jacob Lohr (current or former owner of Lot 26)
102	Shaw Resources, Inc. (current or former owner of Lot 59)
103	Atlas NC I SPE, LLC
104	LGV Holdings, LLC (current or former owner of Lot 28)
105	Atlas NC I SPE, LLC
106	Atlas NC I SPE, LLC
107	Atlas NC I SPE, LLC
108	Atlas NC I SPE, LLC
109	Heron I, LLC (current or former owner of Lot 15)
110	Atlas NC I SPE, LLC
111	Atlas NC I SPE, LLC
112	Atlas NC I SPE, LLC
113	Atlas NC I SPE, LLC
114	Atlas NC I SPE, LLC
115	Atlas NC I SPE, LLC
116	Atlas NC I SPE, LLC
117	Mark A. King (current or former owner of Lot 21)
118	Atlas NC I SPE, LLC
119	Glen Wesley (current or former owner of Lot 27)
120	Atlas NC I SPE, LLC
201	Gephart Hill Properties & Const., Inc. (current or former owner of Lot 17)
202	J. Chris Cammack, III (current or former owner of Lot 41)
203	Wilford W. Shaw et ux (current or former owner of Lot 14)
204	BB&T
205	John Edward Buffaloe Trust (current or former owner of Lot 13)
206	Michael Doninger (current or former owner of Lot 42)
207	Atlas NC I SPE, LLC
208	Atlas NC I SPE, LLC
209	Atlas NC I SPE, LLC
210	Atlas NC I SPE, LLC
211	Atlas NC I SPE, LLC
212	Atlas NC I SPE, LLC
213	Atlas NC I SPE, LLC
214	Shaw Resources, Inc. (current or former owner of Lot 82)
215	Atlas NC I SPE, LLC
216	Shaw Resources, Inc. (current or former owner of Lot 60)
217	Atlas NC I SPE, LLC
218	Robert Wilson et ux (current or former owner of Lot 83)
219	Atlas NC I SPE, LLC
220	Billy & Shirley Dockery (current or former owner of Lot 48)

EXHIBIT C

CERTIFICATE OF OWNERSHIP

SLIP _____

Eaton's Crossing Boatslip

Eaton's Crossing Property Owners Association, Inc. (the "Association") hereby certifies that _____ is the owner of Boatslip _____ as shown on a map of the Eaton's Crossing Boatslips maintained by the Association and holds all rights and privileges associated with such ownership as well as such obligations as are associated therewith as are described in the First Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Book _____, Page _____ in the Office of the Register of Deeds of Warren County, North Carolina as well as the Articles of Incorporation and Bylaws of the Association and all rules and regulations adopted by the Association.

This _____ day of _____, _____.

EATON'S CROSSING PROPERTY
OWNERS ASSOCIATION, INC.

By: _____

The undersigned owner of the Boatslip described above accepts this Certificate of Ownership and agrees to abide by the terms of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association as set forth above.

This _____ day of _____, _____.

Owner