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WARREN COUNTY, NC
ELSIE R. WELDON
REGISTER OF DEEDS
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NORTH CAROLINA

COUNTY OF WARREN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EATON'S CROSSING ("Declaration"), made on this 3rd day of October, 2007 by REDTAIL - GASTON, LLC, a North Carolina limited liability company, hereinafter referred to as the "Declarant;"

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of certain property located in Warren County, North Carolina constituting Lots 1-85 of Eaton's Crossing as shown in Plat Cabinet 1, Slide 261A, Plats 13, 14 and 15 and recorded on September 14, 2007 in the office of the Register of Deeds of Warren County, which is more particularly described on said plat;

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to 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.

ARTICLE I

DEFINITIONS

Section 1.1 "Additional Property" shall have the meaning set forth in Section 2.2 below.

Section 1.2 "Amenities" shall mean the facilities constructed, erected or installed on the Common Areas, as the same may change or be added to from time to time.

Section 1.3 "Architectural Committee" shall mean and refer to a committee of up to five (5) Persons, appointed by the Board and charged with reviewing and passing judgment upon the design of proposed Buildings and other Structures, as described in Article VIII below. The initial Architectural Committee shall be Declarant, until such time as the Board appoints the members of the Architectural Committee.

Section 1.4 "Architectural Standards" shall have the meaning set out in Section 8.2 below.

Section 1.5 "Association" shall mean and refer to the Eaton's Crossing Property Owners Associates, Inc., a North Carolina non-profit corporation formed, or to be formed by

Declarant, together with its successors and assigns.

Section 1.6 "**Board of Directors**" or "**Board**" means 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 five (5) persons. Members of the Board of Directors may appoint themselves to the Architectural Committee.

Section 1.7 "**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 1.8 "**Building**" shall mean and refer to a residential structure, constructed or erected on a Lot.

Section 1.9 "**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 1.10 "**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 Declarant and being specifically designated by Declarant by plat, supplemental declaration, deed or other written instrument as Common Area for the Properties, such land, improvements and other properties being subject to this and being Declaration and/or any applicable supplemental declaration, and being subject to control and maintenance assessments by the Association Common Area shall also include any waterlines and sewer lines that may be located within the Common Area and not within municipal sanitary sewer easements.

Section 1.11 "**Declarant**" shall mean and refer to Redtail - Gaston, LLC, a North Carolina limited liability company, and its successors and assigns to whom the rights of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as the Declarant may impose.

Section 1.12 "**Declaration**" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, and all subsequent valid amendments thereto.

Section 1.13 "**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 1.14 "**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 1.15 "**Lake**" shall mean Lake Gaston.

Section 1.16 "**Lot**" shall mean and refer to any plot of land shown upon any recorded map of a portion of the Properties with the exception of the Common Area and area designated as open space.

Section 1.17 "**Mean Water Line**" shall mean the mean water line (normal pool elevation) of the Property and the Lake.

Section 1.18 "**Member**" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.19 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.20 "Person" shall mean and refer to any individual, corporation, partnership, association, trustee, or other legal entity.

Section 1.21 "Properties" shall mean and refer to that certain real property described on said plat, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 1.22 "Story" shall mean a finished horizontal division of Heated Living Area extending from the floor of such division to the ceiling above it.

Section 1.23 "Street Repair Deposit" shall have the meaning set forth in Section 8.2 below.

Section 1.24 "Structure" shall have the meaning set forth in Section 8.2 below.

Section 1.25 "Supplemental Declaration" shall have the meaning set forth in Section 2.3 below.

ARTICLE II

PROPERTIES; ANNEXATION OF ADDITIONAL PROPERTIES

Section 2.1 Property Made Subject To Declaration. The Properties are hereby made subject to this Declaration and (subject to the right of Declarant to, as hereinafter described, amend and/or supersede in whole or in part, this Declaration by Supplemental Declarations) the Properties shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant, the Association and each Owner subject to this Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration.

Section 2.2 Annexation of Additional Property. If Declarant is the owner from time to time of any property adjacent to the Properties ("Additional Property") which it desires to add to the scheme of this Declaration, it may do so by filing of record a "Supplemental Declaration" (herein so called) which shall extend the scheme of this Declaration 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; and if a person or entity other than Declarant desires to add property to the scheme of this Declaration, such property may only be so added if the Declarant gives written consent thereto and if such consent is given, such property shall be considered Additional Property. The rights granted in this Section 2.2 shall pass to the Association at such time as Declarant no longer has an ownership interest in any portion of the Properties.

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 Declaration, as the parties subjecting such Additional Property to the scheme of this Declaration may desire; provided if such party is other than 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 Declarant (or the Association if the Declarant no longer has an ownership interest in any portion of the Properties). In no event shall such Supplemental Declaration revoke, modify or add to the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens established by this Declaration or a previously filed Supplemental Declaration as it applies or they apply to the original Properties or to previously added portions of Additional Property unless otherwise unanimously agreed upon.

The Declarant specifically herein sets out that it owns approximately 78 acres, more or less, which is adjacent to or closely situated to Lots 1-85 subject to this Declaration. The Declarant does hereby reserve unto itself and its assigns the right to bring other properties within the general scheme of Eaton's Crossing and that the subsequent owner of such property may use the common areas and amenities as herein enumerated. The Declarant does further reserve unto itself and its assigns and does hereby disclose that the additional property may be developed and utilized as multifamily residences.

Section 2.4 Additional Amenities. It is expressly understood that the Association may, from time to time, add to or alter the Amenities, including additions of capital nature. Such addition could potentially include, by way of example, a picnic area, tennis courts, or an exercise trail. This Section shall not require or even infer any such additions to the Amenities, such potential additions being at the pleasure of the Association. The cost of such additional Amenities may be paid for through a special assessment.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. The Board of Directors may make reasonable rules relating to the proof of 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 Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one Person holds such interest in any Lot, all such Persons shall be Members, and 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 Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot in which it holds the interest required for membership by Article III, provided, that 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 Properties such that the total votes outstanding in Class B membership again exceeds the total votes outstanding in Class A membership, or

(b) The developer reserves the right to assign and convey all its right, title and interest to the Association at such time as it sees fit.

Section 4.2 Suspension of Voting Rights. The right of any Member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations as they may now or hereafter exist and may change from time to time.

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 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 within the jurisdiction of the Association 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 within the jurisdiction of the Association.

(e) Actions contemplated under subparagraph (a) and (b), above shall not be taken until the following action occurs: Members entitled to cast sixty-six percent (66%) of all the votes of the Association have voted in person or by proxy for such action at a meeting duly called for said purpose, notice of which was sent to every Member not less than thirty (30) nor more than forty-five (45) days in advance of the meeting.

(f) Notices and other communication shall be by conventional mail or by electronic means.

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. Declarant shall dedicate and convey (by deed without warranty) the fee simple title to the Common Area to the Association, free and clear of all liens of mortgages, deeds of trust, mechanics' liens, judgment liens, and liens other than the lien of current taxes and assessments not in default and utility easements, other encumbrances and mineral interests outstanding and of record in Warren County, North Carolina on or (at Declarant's sole option) prior to January 1, 2027. Common Area may be conveyed by Declarant to the Association in whole or in part from time to time.

Section 5.5 Leases of Lots. Any lease agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the lease shall be subject in all respects to this Declaration, and that any failure by the lessee to comply with the terms hereof shall be a default under the terms of the lease.

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 Declarant.

ARTICLE VI

COVENANT FOR ASSESSMENTS

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

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

Notwithstanding any provision herein to the contrary the assessment for each Lot owned by Declarant shall be twenty-five percent (25%) of the assessment which is applicable for a Lot titled in a name other than the Declarant; provided, however, that Declarant shall pay the full assessment on any Lot which has been leased by Declarant and on which an occupiable Building is located. Furthermore, any provision of this Declaration to the contrary notwithstanding, the Declarant may, at its sole election and discretion, postpone, in whole or in part, the date on which the assessment shall commence as to a Lot or Lots provided the Declarant maintains the Common Areas for which no assessment is being collected during the period of such postponement.

Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.

The annual 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 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 Properties 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, (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; (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) carrying out the duties of the Board of such Association, and (v) 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 assessment of \$600.00 due at the closing of each lot.

(b) Annual Assessment. There shall be an annual assessment of \$1,800.00 per lot due and payable on January 1st commencing January 1, 2009. Said annual payment shall be payable

in advance within the month of January of each year.

(c) Maintenance Assessment. There shall be an additional assessment of \$100.00 per month for the maintenance and repair of yards and/or streetscape. This assessment shall come due upon the receipt, by the lot owner, of a Certificate of Occupancy from Warren County. This assessment shall be paid within 30 days of the receipt of the Certificate of Occupancy for the balance of the year in which the Certificate of Occupancy is received. In subsequent years, this assessment shall be paid on an annual basis in advance during the month of January.

(d) Increase by Association. From and after January 1, 2008, the annual assessment and maintenance assessment effective for any year may be increased by the Board of Directors, without a vote of the membership, to an amount which may not exceed the original assessment (or revised assessment determined pursuant to Subparagraph (c) below) plus five percent (5%) of said assessment per year since 2007 or the year the revised assessment was established, whichever is later. Notwithstanding the foregoing, for the year 2008, the annual assessment and maintenance assessment may increase without a vote of the membership by an amount greater than five percent (5%) over the 2007 annual assessment and maintenance assessment, it being understood that the Properties are in the early stages of development and 2007 is unlikely to provide an accurate and complete representative figure for annual assessments.

(e) Increase by Members. From and after December 31, 2007, the annual assessment may be increased by a percentage greater than permitted by this Article by an affirmative vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for such 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 limitations herein set forth shall not apply to an increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(f) Criteria for Establishing Annual Assessments. The Association is required to set the annual assessment high enough to enable the Association to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas. The fund shall be maintained out of annual assessments for common expenses 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.

(g) Decrease of Annual Assessment. The Board of Directors may decrease the annual assessment from time to time if in its opinion such decrease is prudent.

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 Uniform Rate of Assessments. Subject to Section 6.1 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 on a semi-annual basis.

Section 6.6 Quorum for Any Action Authorized Under Sections 6.3 and 6.4. At the first meeting called, as provided in section 6.3 and 6.4 above, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes for each class of membership 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 6.7 Date of Commencement of Annual Assessments. Unless postponed by the Declarant, as provided in section 6.2 of this Article, 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 of this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot not later than (30) days following the commencement of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto not later than thirty (30) days following each establishment thereof. The due dates and appropriate penalties for late payment shall be established by the Board of Directors. 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. There shall also be assessed a \$600.00 transfer fee due from the purchaser of any lot. This shall apply to initial purchases from the developer and the purchase by resale of lots.

Section 6.8 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 6.9 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 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 6.10 Assessments to be Collected at Closing. At the closing of each sale of a Lot to a party other than Declarant, the Board may dictate that a sum shall be collected from the purchaser of such Lot equal to the total assessment for such Lot for the remaining portion of that year and such sum shall be contributed to the accounts of the Association to insure that the Association will have sufficient funds to meet unforeseen expenditures. This contribution shall not be considered a refundable deposit.

Section 6.11 Management of Funds. All funds collected through assessments shall be managed by the Association subject to the provisions of this Declaration. Disbursement of funds collected from Lot Owners shall be as directed by the Board of Directors.

Section 6.12 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, which shall bind such Lot, Building and Structures 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 Declaration, 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 applicable Office of Register of Deeds. 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 PROPERTIES

Section 7.1 Maintenance of Common Areas. Maintenance of Common Areas, and all Amenities and structures located therein shall be supervised by the Association. Funds for such maintenance shall be supplied from the annual assessment.

Section 7.2 Maintenance of Lots by Declarant. The Declarant and/or its successors and assigns reserve the right to install, maintain and repair all landscaping features on the lots which are subject to these restrictions. 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 Declarant may employ or contract with any person or entity which the Declarant may select to provide these services. The Declarant 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 Declarant at its election may extend the terms of this section for an additional five (5) year period.

Section 7.3 Declarant's Inaction. Neither the execution and recordation of this Declaration, nor the recordation of any other instrument subjecting any land in the Properties to protective covenants, conditions or restrictions or other provisions shall obligate or require (i) 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) Declarant to perform any act permitted by this Declaration 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 Owners 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.

(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 to amend them from time to time, provided that if such amendment must also be approved by Declarant before it may become effective if the Declarant still has an ownership interest in any portion of the Properties;

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

(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, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association,

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

(h) To make available to each Member of the Association within sixty (60) days after the end of each year an annual report and, upon the written request of the Members of the Association holding at least three-fourth (3/4) of the eligible votes of the Association at such time, to have such report audited (at the expense of such Association) by an independent certified public accountant, which audited report shall be made available to each Member of the Association within thirty (30) days after completion;

(i) 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;

(j) To exercise for the Association all powers, duties and authority vested in or delegated by this Declaration, 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 Declarant by other provisions of this Declaration any applicable Supplemental Declaration, the Bylaws of such Association or the Articles of Incorporation of such Association,

(k) 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;

(l) 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;

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

(n) To enforce the provisions of this Declaration, 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;

(o) To contract with any third party or any Owner (including, without limitation, 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,

(p) 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

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

Section 8.2 Architectural Control. 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 Properties (the "Architectural Guidelines"). Except for initial improvements by 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 Properties 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 Properties 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 Declarant or the Association if they contain erroneous data or fail to present adequate information upon which the Declarant or the Association, as the case may be, can arrive at a decision.

The Declarant and/or the Architectural Committee shall have the right, at its election, but shall not be required, to enter upon any of the Properties 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 Declarant, nor any Member nor any Board nor any directors on any Board (or any one of them) nor the officers (if any) of 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 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. 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 Declaration by reference.

Section 8.5 Declarant Rights in the Association. For so long as the Declarant owns one or more Lots in the Properties, the Board shall have no authority to, and shall not undertake any action, without the prior written consent of the 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 Declarant or restrict or limit in any manner the use by the Declarant of any portion of the Properties for the sale and/or resale of Lots or improvements thereupon,

(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 Declarant's Lots or the Declarant;

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

(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 Declaration,
- (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 Declarant hereunder
- (k) Restrict the Declarant's right of the use, access, and enjoyment of any of the Properties;
- (l) Cause the Association to default on any obligation under any contract or this Declaration;
- (m) Restrict in any respect the use by the Declarant of any office or other facility in the Properties for any purpose, including managing or operating the Association.

Section 8.6 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

(a) 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 recorded in Plat Cabinet 1, Slide 261A, Plat 15 in the office of the Register of Deeds of Warren County. 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 Properties. Further, no camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the Properties), recreational vehicle, or similar habitable or transportable unit or structure shall be allowed to remain on or adjacent to the Properties as a place of residence. The single-family residence restrictions set forth above shall not prohibit the construction of Amenities. 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 units. The Declarant reserves the right to construct multifamily dwellings on Lots 86-98 and other lands which are owned or to be acquired by the Developers.

Section 10.2 Commencement of Construction. Lot Owners who have purchased lot(s) from the Declarant shall commence construction of the permitted residence as follows:

24 months: Lots 26-30, Lots 39-43, Lots 58-63, and Lots 81-85

36 months: Lots 1-25, Lots 32-38, Lots 44-57, and Lots 64-80

Lot Owners who have purchased lot(s) from sellers other than the Declarant shall commence construction of the permitted residence within one (1) year of the date of purchase.

The dates herein set out may be extended in writing by the Developers.

Section 10.3 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 10.4 Restricted Activities. Without limiting any similar provisions or additional restrictions elsewhere herein, the following activities are prohibited on the Properties:

- (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; and
- (c) Any business or trade, except that an owner or occupant residing on the Properties may conduct business activities within a dwelling on the Properties 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 Properties; (iii) the business activity does not involve regular visitation of the Properties 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 Properties, or for which any parts, equipment supplies, raw materials, components or tools are stored on the Properties and (v) the business activity is consistent with the residential character of the Properties 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 Properties 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 Properties 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.
- (d) Nothing shall be done within the Properties that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Properties, or that unreasonably interferes with the quiet enjoyment of the residents of the Properties. 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 Declarant or the Association. Provided, however, 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 Declaration. 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 10.5 Quality Craftsmanship/Dwelling Size. All residential dwelling Buildings and outbuildings erected upon the Properties 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. Developers have 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. Developers have 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. Developers have 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; and

(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 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 Developers.

Section 10.6 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 Properties. 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 10.7 Site Development Requirements. The Properties 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. In addition to, or in the absence of local or state government regulations on such land disturbance, none of the activities described in (iii) through (iv) in Section 10.7(a) above shall be allowed to commence without compliance with the following requirements:

(c) All Lots are subject to the Dominion Power shoreline management guidelines.

Section 10.8 Buffer Area Restrictions. The Declarant reserves the right to maintain and control all buffer areas.

Section 10.9 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 at the applicable County Register of Deeds Office.

Section 10.10 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 Properties 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 visible from the lake side of any lot or structure.

Section 10.11 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 10.12 Mail Box Posts. All mail box support posts shall be of material and design as designated by Declarant or by an Architectural Committee.

Section 10.13 Signs. No sign of any kind shall be displayed to the public's view on any Lot.

Section 10.14 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 10.15 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 Properties 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 Declaration (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 10.16 Tree Cutting. No trees shall be cut or pruned without the permission of the Declarant.

Section 10.17 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 Declaration, 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 10.18 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 10.19 Colors. No exterior colors on any Structure shall be permitted that, in the sole judgment of 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 10.20 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 Properties is located, shall be located upon the Properties.

Section 10.21 Underground Utility Lines. All electric, telephone, gas, cable television and other utility lines shall be installed underground.

Section 10.22 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 Declarant shall hereby prohibit the docking, anchoring, or parking of any boat, vessel or other watercraft on property owned and controlled by VEPCO Lake Gaston Dominion Resources which properties are adjacent to or contiguous to the here restricted property. This provision shall not limit the Declarants' right to convey or assign the use of individual or community boat docks and piers.

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

Section 10.23 Community Water and Sewer. In the event that the Properties are developed with community water and/or sewer services, each Lot shall be required to utilize those services unless otherwise agreed by the Association. Until such time as those Lots tie into such services, the Association may charge such Lots a maintenance fee for the infrastructure relating to such services.

Section 10.24 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 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 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 Declarant or the Architectural Committee as provided herein. In addition to and without limiting rights provided Declarant and the Association in Section 12.1 below, in the event any Owner fails to repair or raze any damaged Structure, the 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 10.25 Subdivision and Recombination of Lots. No Lot shall be subdivided without the written consent of Declarant (or the Association at such time as Declarant has no remaining ownership interest in any portion of the Properties). One or more Lots may be combined into a single Lot with the written consent of Declarant (or the Association at such time as Declarant has no remaining ownership interest in any portion of the Properties) and, upon such combination and consent of Declarant (or the Association at such time as Declarant has no remaining ownership interest in any portion of the Properties), the resulting Lot shall be considered as one Lot for the purposes of this Declaration. Provided, the foregoing shall not prohibit or restrict the right (which is hereby reserved) of Declarant to subdivide, combine, resubdivide, recombine, or re-record maps relating to, any Lots subject to this Declaration.

Section 10.26 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 Declarant and the Architectural Committee. The failure of 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 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 Declaration.

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

BOAT DOCK AND SLIP PERMITS

The Developers reserve the right to assign all boat dock and slip permits. Individual lot owners shall not have the right to apply for or obtain boat dock permits or usage agreements from NC 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 or lots within the property

subject to these Declarations.

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 Declaration by judgment or court order by a court of competent jurisdiction shall in no way affect any other provisions of this Declaration, 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 Declarant desires to qualify sections of the Properties 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 Declaration 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 this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded in the applicable County Registry, after which time they shall be automatically extended for an unlimited number of successive periods often (10) years each, unless the Members, by an eighty percent (80%) vote, elect not to so continue the Declaration and record an instrument to that effect. This Declaration 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 Declarant, for so long as it controls the Board, and thereafter, the Board of Directors, may amend this Declaration without the consent of the Owners and hereby reserves the right to act on behalf of the owners to conform this Declaration to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any 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 Properties or any units for loans eligible to be guaranteed by, insured by or purchased by such agency, shall be sufficient authority for the amendment of this Declaration.

Section 13.5 Certification of Amendment. If any amendment to this Declaration 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 Lots. (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 _____ percent 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 Warren County Registry, provided, however, that no such amendment shall be valid until it has been indexed in the name of the Redtail - Gaston, 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 Declarant in Control of the Board of Directors. Until such time as the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or January 1, 2015, whichever occurs first, the Association is not bound either directly or indirectly to 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 at any time after the occurrence of one of the above events, upon not more than 90 days notice to the other party.

Section 13.7 Notice. Whenever written notice to an Owner (including 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 Declaration are for convenience only and are not to be used in construing this Declaration 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) of the Common Area.

Section 13.10 Statutory Authority. To the extent specific statutory authority for the making of this Declaration shall be deemed necessary, this Declaration 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 Declarant or any other person any reversionary interest in any lot.

Section 13.12 Assignment. 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 Declaration or under any Supplemental Declaration.

ARTICLE XIV

EASEMENTS

Section 14.1 Easements Reserved by Declarant. Easements for installation, maintenance, repair and removal of utilities and drainage facilities are reserved by Declarant for itself its successors and assigns, over, under and across the Lots (other than the portions thereof used as building sites). Full right of ingress and egress shall be had by Declarant at all times over the Lots (other than the portions thereof used as building sites) 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. 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 Declarant has the right to impose other easements on Lots which it owns.

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.

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

DECLARANT:

REDTAIL - GASTON, LLC (SEAL)
a North Carolina limited liability company

By: [Signature]

Title: member / manager

STATE OF NORTH CAROLINA

COUNTY OF WARREN

I, JO ANNE C. YORK, a Notary Public of said County and State, do hereby
certify that SIDNEY CUTTS III personally came before me this day and
acknowledged that he/she is MEMBER / MANAGER of Redtail - Gaston, LLC, a North
Carolina limited liability corporation, and that he/she, as MANAGER, being
authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and notarial seal on this 3 day of October 2007.

[Signature]
NOTARY PUBLIC

My commission expires: 4-24-2011

