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Brandi S. Davis Register of Deeds

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NORTH CAROLINA

FRANKLIN COUNTY

**AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PROVINCE GRANDE**

Superseding and replacing entirely the
Master Declaration of Covenants, Conditions and Restrictions
for Province Grande recorded at Book 1845, Page 932

**THIS DOCUMENT REGULATES OR PROHIBITS
THE DISPLAY OF POLITICAL SIGNS**

Made by:

Province Grande Olde Liberty, LLC
a North Carolina limited liability company

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**AMENDED AND RESTATED
MASTER DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PROVINCE GRANDE**

This AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVINCE GRANDE (the "Amended Declaration") is made and entered into on this ____ day of November, 2012, by Province Grande Olde Liberty, LLC, a North Carolina limited liability company (hereinafter referred to as the "Declarant").

RECITALS

1. Declarant is the owner of the Existing Property (as defined in Article One of this Amended and Restated Declaration) and desires to create thereon a residential community (the "Community") and may desire to create one or more of streets, roads, bike paths, footways, open spaces, landscaping, entrances, drainage facilities, access easements, site lighting and signage, recreation area(s) or any other common facilities shown on any Recorded Plat (as hereinafter defined) (hereinafter sometimes referred to collectively herein as the "Facilities") for the benefit of the Community.

2. The Existing Property formerly was subject to that certain Master Declaration of Covenants, Conditions and Restrictions for Province Grande dated August 8, 2006 and recorded in Book 1562, Page 436, Franklin County Registry ("Province Grande Declaration"), and the Existing Property was withdrawn from such Master Declaration by that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for Province Grande dated March 5, 2012 recorded in Book 1845, Page 414, Franklin County Registry ("Withdrawal").

3. The Existing Property also formerly was subject to that certain Neighborhood Declaration of Covenants, Conditions and Restrictions for Province Grande at Olde Liberty Club dated as of April 19, 2008 and recorded in Book 1735, Page 11, Franklin County Registry ("Neighborhood Declaration"), and the Existing Property was withdrawn from such Neighborhood Declaration by the Withdrawal.

4. The Existing Property presently is subject to that certain Master Declaration of Covenants, Conditions and Restrictions for Province Grande recorded on March 7, 2012 in Book 1562, Page 436, Franklin County Registry, which shall be replaced and superseded entirely by this Amended Declaration.

5. Declarant is the original declarant under this Amended Declaration following the release of the Existing Property from the Province Grande Declaration and the Neighborhood Declaration. Declarant hereby adopts this Amended Declaration in complete substitution thereof.

6. Declarant desires to provide for the preservation of the values and amenities in the Community and may desire to provide for the Facilities and, to this end, desires to subject the

real property described in Article One to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is, and are, for the benefit of said real property and each owner of a portion thereof.

7. The Declarant's present intention, stated here for information of present intent only and not as warranty or representation of a future fact, is to develop the Community with residential units of different styles, designs and construction. These may include, by way of example and not limitation, condominium units, townhouse dwellings, and individually owned single family lots upon which residences may be built, including patio homes or zero lot line homes.

8. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Community, to create an agency to which should be delegated and assigned the powers of maintaining, administering, operating and replacing the Community properties and Facilities owned or leased by such agency, administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

9. Declarant has caused or will cause to be incorporated under the laws of the State of North Carolina a non-profit corporation, the Province Grande Homeowners Association, Inc., for the purpose of exercising the functions aforesaid.

DECLARATION

NOW THEREFORE, the Declarant declares that the real property described in Article One, is and shall be held, transferred, sold, conveyed and occupied subject to the terms, conditions and provisions of the covenants, conditions, restrictions, charges and liens (sometimes referred to herein as "covenants and restrictions") as hereinafter set forth.

ARTICLE ONE: PROPERTY SUBJECT TO THIS AMENDED DECLARATION

Section 1.1 Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Amended Declaration (the "Existing Property") is located in Franklin County, North Carolina, and is or will be commonly known as Province Grande and is more specifically described in Exhibit A attached hereto and incorporated herein by reference.

Section 1.2 Additions to Existing Property. Real property in addition to the Existing Property may hereafter become subject to this Amended Declaration in the following manner:

a. Additions in Accordance with a Master Plan of Development. The Declarant, its successors and assigns, shall have the right but not the obligation, without consent of the Association or its Members, and so long as Declarant owns any real property subject to this Amended Declaration, to bring within the scheme and operation of this Amended Declaration all or any portions of real property that Declarant selects in its sole discretion, as added to under the terms hereof from time to time, including, but not limited to, that certain real property known as Ashberry Village and more particularly described in or shown on that certain map recorded in the Franklin County Register of Deeds at Book of Maps 2002 Page 266 (approximately 50.18 acres according to said plat).

The additions authorized under this and the succeeding subsection shall be made by filing of record in the Office of the Register of Deeds of Franklin County one or more supplementary Declarations of Covenants, Conditions and Restrictions with respect to such additional property or properties, executed by the Declarant and, if different, the owner(s) of the additional property, which shall extend the operation and effect of the Declaration (in total or in amended form as provided below) to such additional property or properties (hereinafter sometimes referred to as a "Supplemental Declaration").

Any Supplemental Declaration(s) may specify such specific use restrictions and other covenants, conditions and restrictions to be applicable to the added property and may contain such complementary additions and modifications of this Amended Declaration as may be necessary or convenient, in the sole discretion of the Declarant, including, but not limited to, differences in fees, assessments, and other charges, to reflect and adapt to any difference in character of the added properties. In no event, however, shall any such supplementary Declaration modify or add to the covenants and restrictions established by this Amended Declaration so as to affect in a materially adverse manner the Existing Property; however, this provision shall not be interpreted to prohibit or prevent any properly instituted change in the amount of the "assessments" (as hereinafter defined) payable by a Member of the Association by reason of any such additions. Furthermore, and notwithstanding any other terms or provisions in this Amended Declaration, any Supplementary Declaration may, in Declarant's sole discretion: i) permit the residents/owners of the additional properties access to and use of the amenities of the Community, including without limitation the Facilities and Common Areas, and may provide said residents/owners with membership in the Association; ii) provide for reduced assessments rates (up to 50% reduction) for Builders in the additional properties (during Builder ownership); and/or iii) remove any initial capital contribution/payment or marketing fee/assessment requirements that would otherwise be applicable to the additional properties; it being expressed that by acceptance of a deed for any Lot, the Owner thereof shall be deemed to have agreed that such modifications or amendments, if made, are designed to facilitate the build-out and marketability of the Community and do not materially adversely affect the Existing Property or owners of any portion thereof

b. Other Additions. Upon approval in writing of the Association, pursuant to authorization by way of a two-thirds (2/3) vote of all its Members, voting as provided in Section 8.2 hereof, the owner of any property who desires to add such property to the scheme of this Amended Declaration and subject such property to the jurisdiction of the Association must file of record a Supplemental Declaration as described in subsection (a) above. Any approval by the Association pursuant to this subsection shall be evidenced by the Association executing any such Supplemental Declaration(s). The Declarant without a vote of the Members shall have the right to approve or disapprove any such addition to the scheme of this Amended Declaration until such time as the Declarant no longer owns any property subject to the terms hereof.

c. Mergers, Combinations or Consolidations. Upon merger, combination or consolidation of the Association with another association, the properties, rights and obligations of the Associations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights, and obligations of another association may, by operations of law, be added to those of the Association as the surviving corporation pursuant to a merger, combination or consolidation. The surviving or consolidated association

may administer the restrictions established upon any other properties, as one scheme. No such merger, combination or consolidation, however, shall effect any revocation or change or, or addition to, the covenants and restrictions established by this Amended Declaration within the Existing Property, except as herein provided. No merger, combination or consolidation of the Association with another Association may occur without the written approval of the Declarant so long as the Declarant owns any property subject to the terms hereof.

Section 1.3 Access Easement Reserved. The Declarant reserves unto itself for the benefit of Declarant, its successors and/or assigns, a perpetual, non-exclusive and alienable easement and right of ingress, egress and regress over and across all private streets and roads within The Properties for access to and from other real property of Declarant or its successors and/or assigns.

ARTICLE TWO: ADDITIONAL DECLARATIONS

Additional covenants and restrictions applicable to only certain Lots, Improved Lots, Common Properties or Limited Common Properties within The Properties may be established from time to time in the form of a neighborhood declaration ("Neighborhood Declaration"). Neighborhood Declarations executed by the Declarant or the Association may supplement, create exceptions to, or otherwise modify the terms of this Amended Declaration as it applies to the Neighborhood burdened by the Neighborhood Declaration in order to reflect the different character and intended use of such Neighborhood. Unless a Neighborhood Declaration is executed by the Declarant or the Association, however, a Neighborhood Declaration may not relax or waive any standards or rules enunciated in this Amended Declaration.

Certain obligations of the Association established herein may be delegated by the Association to an association created in connection with a Neighborhood Declaration (a "Neighborhood Association") if there is a reasonable nexus between the obligation delegated and the property encumbered by the Neighborhood Declaration and if the Neighborhood Association assumes responsibility for such obligation. In addition, in accordance with Section 9.7 hereof, the Declarant or the Association may convey portions of the Common Properties to the Neighborhood Association or designate such Common Properties as Limited Common Properties for the benefit of only those Lots or Improved Lots encumbered by the Neighborhood Declaration. Neighborhood Associations and Neighborhood Declarations shall be established in accordance with the provisions of Section 8.5 hereof.

ARTICLE THREE: DEFINITIONS

The following words when used in this Amended Declaration or any amended or Supplemental Declaration (unless the context shall require otherwise) shall have the following meanings:

"Assessment(s)" shall mean and refer to the assessment(s) and charges levied by the Association against Members who are the Owners of Lots or Dwelling Units in The Properties or subject to Supplemental Declarations and shall include annual, special and Special Individual Assessments as described in Article Ten of this Amended Declaration.

"Association" shall mean and refer to the Province Grande Homeowners Association, Inc.

“Board” shall mean and refer to the of Directors of the Association.

“Boundary Plat” shall mean and refer to those plats of survey described in Exhibit A, which surveys depict the approximate location of all of the property to be encumbered and benefited by this Amended Declaration at the time of the recording hereof.

“Builder” shall mean and refer only to a person or entity designated as a builder within Province Grande by the Declarant in its sole discretion from time-to-time.

“Bylaws” shall mean and refer to the bylaws of the Association and all amendments thereto.

“Certificate of Occupancy” shall mean and refer to any required certificate or approval issued by the appropriate governmental authorities as a prerequisite to occupancy of a Dwelling Unit.

“Committee” shall mean and refer to the Architectural Control Committee established by the Declarant pursuant to Article Five hereof.

“Common Expenses” shall mean and refer to:

- a) Expenses of administration, operation, maintenance, repair or replacement of the Common Properties and Recreational Facilities and any property leased by the Association under a lease that requires the Association to pay such expenses.
- b) Expenses declared Common Expenses by the provisions of this Amended Declaration or the Bylaws or by the Declarant.
- c) Expenses agreed upon from time to time as Common Expenses by the Association and lawfully assessed against Members who are Owners in The Properties or subject to Supplemental Declarations, in accordance with the Bylaws or this Amended Declaration, as amended or supplemented.
- d) Any valid charge against the Association or against the Common Properties as a whole.
- e) Any expenses incurred by the Association in connection with the discharge of its duties hereunder and under the Bylaws and its articles of incorporation.

“Common Properties” or “Common Areas” shall mean and refer to those areas of land owned by the Association and described or referred to as “Common Properties” or “Common Area” in any declaration of covenants, conditions and restrictions to which The Properties are submitted or subjected by the Declarant, or shown on any Recorded Plat, executed by the Declarant and any other owner of such areas of land, of The Properties and labeled thereon as “Common Properties” or “Common Area”, or shown on a Recorded Plat as open space, streets, roads, bike path easements, sidewalks or pedestrian walking easements (together with all improvements located thereon) which are a part of The Properties and as such are expressly dedicated to the common use and enjoyment of the Members, subject to special rights and limitations, if any, granted to or imposed on Owners of particular Lots, Dwelling Units, or Improved Lots. The Common Properties shall not include the Limited Common Properties or any property not owned

by the Association. The Common Properties shall include Recreational Facilities, if any, owned by the Association, as described in Article Twelve hereof.

“Declarant” shall mean and refer to Province Grande Olde Liberty, LLC, a North Carolina limited liability company, its successors and assigns, and any person or entity who is specifically assigned the rights and interests of Declarant hereunder or under a separate instrument executed by the Declarant and recorded in the Franklin County Registry.

“Dwelling Unit” shall mean and refer to any improvement or portion thereof situated on an Improved Lot intended for use and occupancy as one (1) single family dwelling, irrespective of the number of Owners thereof (or the form of ownership) located within The Properties and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family detached homes, single family attached homes, such as townhouses and condominium units, and patio or zero lot line homes. Where appropriate by context, the term shall include both the improvements and the real property on which the improvements are situated.

“Existing Property” shall have the meaning assigned to its in Section 1.1 of this Amended Declaration.

“Facilities” shall have the meaning assigned to it in the Recitals of this Amended Declaration.

“HUD” shall mean and refer to the United States Department of Housing and Urban Development.

“Improved Lot” shall mean and refer to any improved parcel of land within The Properties which was formerly a Lot, is intended for use as a Dwelling Unit or a Multi-Family Dwelling and contains improvements constructed thereon that are sufficiently complete to be occupied as a Dwelling Unit or a Multi-Family Dwelling.

“Landscape Plan” shall have the meaning assigned to it in Section 6.11 of this Amended Declaration.

“Limited Common Expense” shall mean and refer to the expense of administration, operation, maintenance, repair or replacement of Limited Common Properties or Limited Common Areas or any valid charge against the Limited Common Properties as a whole. Such expenses shall be assessed against those Lots or Dwelling Units having the exclusive or special rights in the use or enjoyment of the Limited Common Properties.

“Limited Common Properties” or “Limited Common Areas” shall mean and refer to those areas of land (including without limitation any joint driveways) and improvements (including without limitation any common entrances to a Multi-Family Dwelling) shown on or designated as “Limited Common Properties” or “Limited Common Areas” on any Recorded Plat (whether previously designated on a Recorded Plat as “Common Properties” or “Common Areas”), and intended for the use of the Owners of particular Lots, Improved Lots or Dwelling Units to the exclusion of other Owners and other Members. Any property so designated shall be for the exclusive use of the Owners of the Dwelling Units, Improved Lots or Lots so designated on the Recorded Plats.

“Living Area” shall mean and refer to those heated and/or air-conditioned areas within a Dwelling Unit, which shall not include garages, carports, porches, patios, breezeways, terraces, or basements.

“Lot” shall mean and refer to any unimproved numbered parcel of land within The Properties that is intended for use as a site for a Dwelling Unit or Multi-Family Dwelling, as shown upon any Recorded Plat of any part of The Properties, and shall not include Improved Lots, Common Properties, Limited Common Properties, or any property in The Properties not yet subdivided for sale as an individual lot. Except as permitted by the Declarant in writing, no property in The Properties shall be developed as a Dwelling Unit or a Multi-Family Dwelling until designated as a Lot on a Recorded Plat.

“Master Plan” shall mean and refer to the Master Plan for the development of the Olde Liberty Golf Club Subdivision approved by the Towns of Franklinton and/or Youngsville as may be modified by the Declarant, in whole or in part, at any time, or discontinued, in the Declarant’s sole discretion, subject only to the approval of the Towns of Franklinton and/or Youngsville, if such approval is required.

“Member” shall mean a member of the Association and shall refer to an Owner in The Properties or resident/owner of another property in which membership in the Association is conferred upon such resident/owner by Supplemental Declaration.

“Multi-Family Dwelling” shall mean and refer to any improved Lot intended for use and occupancy as more than one Dwelling Unit located within The Properties and shall, unless otherwise specified, include within its meaning (by way of illustration, but not by limitation) condominiums. Where appropriate by context, the term shall include the improvements and the real property on which the improvements are situated.

“Neighborhood” shall mean and refer to a contiguous or closely related set of Lots, or Improved Lots in The Properties that are to be governed by a common set of design standards and served by and governed by a Neighborhood Association formed for the express purpose of governing and serving such Lots and Improved Lots and any Limited Common Area in connection therewith in accordance with the terms of a Neighborhood Declaration.

“Neighborhood Association” shall have the meaning assigned to it in Article Two of this Amended Declaration.

“Neighborhood Declaration” shall have the meaning assigned to it in Article Two of this Amended Declaration.

“Province Grande” shall mean and refer to that community consisting of single family lots and residences, multi-family parcels and recreational and supporting facilities, in Franklin County, North Carolina, in the City of Youngsville, situated on approximately 140 acres of land, and more particularly shown on the Boundary Plat and described in Exhibit A attached hereto.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Improved Lot or Dwelling Unit situated upon The Properties. Notwithstanding any applicable theory of any lien or mortgage law, “Owner” shall not mean or

refer to any mortgagee or trust beneficiary unless and until such mortgagee or trust beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. (Note: the words "Member" and "Owner" are meant to describe all of the owners within Province Grande interchangeably as semantics dictate throughout this Amended Declaration, except for resident/owners of other property in which membership in the Association is conferred upon such resident/owner by Supplemental Declaration.)

"Person" shall mean and refer to any natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental entity or other entity. If not capitalized, "person" shall mean and refer to an individual.

"Plans" shall have the meaning assigned to it in Section 5.2 of this Amended Declaration.

"Prospective Lot" shall mean and refer to a lot that could be developed on any land within The Properties pursuant to any master plan approved by Franklin County or pursuant to applicable law and regulation

"Recorded Plat" shall mean and refer to any map of The Properties, or any portion thereof, recorded in the Franklin County Registry and executed by the Declarant or the Association to show its consent thereto.

"Recreational Facilities" shall have the meaning assigned to it in Article Twelve of this Amended Declaration.

"Special Individual Assessments" shall have the meaning assigned to it in Section 10.5 of this Amended Declaration.

"Supplemental Declaration" shall have the meaning assigned to it in Section 1.2 of this Amended Declaration.

"The Properties" shall mean and refer to all the Existing Property and any additions thereto as are made subject to this Amended Declaration by any Supplemental Declaration(s) under the provisions of Article One of this Amended Declaration.

"VA" shall mean and refer to the United States Department of Veterans Affairs.

ARTICLE FOUR: GENERAL PROVISIONS

Section 4.1 Duration. The covenants and restrictions of this Amended Declaration shall run with the land, and shall inure to the benefit, or, and be enforceable by, the Association or any Owner, its and their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Amended Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Amended Declaration may be amended in accordance with the provisions of Article 13 hereof. Amendments made in conformity with that Article may alter any portion of the Declaration hereof, including but not limited to the duration and amendment provisions hereof. The terms and conditions of this Amended Declaration may also be amended as to a particular Neighborhood, but only in strict accordance with the provisions of Article Two hereof.

Section 4.2 Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Amended Declaration, shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, or deposited with an overnight courier (such as, but not limited to, Federal Express) and addressed to the person at the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. The sender shall not be required to cause title to any Lot or Dwelling Unit to be examined. Notice to any one of the Owners, if title to a Lot or Dwelling Unit is held by more than one, shall constitute notice to all Owners of that Lot or Dwelling Unit.

Section 4.3 Enforcement. The Association and/or any Owner may enforce these covenants and restrictions. Enforcement of these covenants and restrictions shall be by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by these covenants and restrictions; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Notwithstanding any other provision of this Amended Declaration, no Owner or group of Owners may bring any action against the Association or any director, officer employee, agent or representative of or contractor to the Association except upon the approval of at least two-thirds of the Members voting in accordance with this Amended Declaration. Notwithstanding this section and any other provision of these covenants and restrictions, traffic, noise, storage of building materials, the presence and movement of vehicles, and other customary incidents to residential construction will occur throughout the Property and provided that such activity is in compliance with applicable laws, ordinances, regulations, and approved plans, none of such activity shall be a violation of these covenants and restrictions and that any person engaging in such activity uses reasonable effort to avoid disturbance to Owners.

Section 4.4 Severability. Invalidation of anyone of these covenants and restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

ARTICLE FIVE: ARCHITECTURAL CONTROL

Section 5.1 Purposes. The Declarant desires to provide for the preservation of the values in The Properties with respect to any improvements to be constructed or altered on any Lot or Improved Lot constituting a portion of The Properties, and to that end, will establish an Architectural Control Committee, in accordance with Section 5.3 hereof, in order to provide, enforce and maintain certain standards as to harmony of exterior design and location of the improvements on the Lot or Improved Lot in relation to surrounding structures, natural features and topography.

Section 5.2 Architectural Control. Unless expressly authorized in writing by the Committee, no Dwelling Unit, Multi-Family Dwelling, fence, wall, driveway, patio, swimming pool, building or other structure or improvement whatsoever shall be constructed or maintained, nor shall any exterior addition or alteration to any Dwelling Unit, Multi-Family Dwelling, fence, wall, driveway, patio or other building or structure or improvement be started, nor shall any clearing or site work be commenced or maintained upon any Lot or Improved Lot in The Properties, until plans and specifications therefor showing the shape, dimensions, materials,

basic exterior finishes and colors, location on site, driveway, parking decorative landscape planting, floor plans and elevations therefor (all of which is hereinafter referred to collectively as the "Plans"), and any application fee set by the Association, shall have been submitted (the Plans in triplicate) to, and approved in writing by, the Committee. The Committee shall have the absolute and exclusive right to refuse to approve any such Plans which are not suitable or desirable in the opinion of the Committee for any reason, including purely aesthetic reasons, which in the sole and uncontrolled discretion of the Committee shall be deemed sufficient. The Committee may promulgate design standards from time to time to be adhered to by the Plans for the Lots, Improved Lots or Dwelling Units in The Properties, and it may promulgate different standards for different Neighborhoods.

In no event shall the Committee approve any Plans in which the height or setback of the improvements on the Lot or Improved Lot exceeds the limits established by Franklin County.

Furthermore, notwithstanding the foregoing, the Committee may (1) set restrictions that conflict with those stated above for a set of Lots or Improved Lots comprising a Neighborhood and/or (2) delegate to the Neighborhood Association its authority to approve Plans and vary the setbacks as described above for the Lots or Improved Lots in such Neighborhood.

Section 5.3 Architectural Control Committee.

a) Membership; Right of Declarant to Act as Committee with Respect to Initial Construction.

(i) The Committee shall be composed of three (3) persons (who need not be Members of the Association) appointed by the Board; provided that so long as the Declarant owns any property within the Properties, it may determine the number and selection of persons on the Committee. A majority of the Committee may designate a representative to act for it. In the event of death, resignation, or removal by the Board of any member of the Committee, the Board shall have full authority to designate a successor. Unless otherwise approved by the Association, neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Association shall keep, or cause to be kept, a list of the names and addresses of the persons who form the Committee and a list of the names and addresses of any designated representatives of the Committee, and such a list shall be available to any Owner upon request.

(ii) As to the initial construction of improvements on any Lot (the "Initial Construction of Improvements"), the Declarant shall serve as the Committee responsible for the review, approval, and monitoring of construction of improvements. This right of the Declarant pursuant to this section shall cease during times when the Declarant does not own any of the property comprising any portion of The Properties. Following the determination that a Lot qualifies as an Improved Lot, any requests for modifications or alterations of improvements in fact constructed on an Improved Lot or for the construction of additional improvements on an Improved Lot shall be the responsibility of the full Committee, which need not be the Declarant if it so directs. The Declarant may at any time relinquish, either temporarily or permanently, its rights to review, approve

and monitor the initial construction of improvements as the Committee, as hereinabove described.

b) Procedure. At least forty-five (45) days prior to the commencement of any construction, the Plans shall be submitted to the Committee, which shall be deemed to have received the Plans as of the date of a written acknowledgement of submission signed by a member of the Committee. Approval shall be subject to such regulations and architectural standards as may from time to time be promulgated by the Committee. Within thirty (30) days after receipt of the Plans by the Committee and all other required information, the Committee shall notify the Owner of the Lot, Improved Lot, or Dwelling Unit in writing as to whether the Plans have been approved. Unless a response is given by the Committee within thirty (30) days, the Plans shall be deemed approved. The response of the Association may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time period for further Committee response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the conditions shall be deemed accepted by the Owner of the Lot, Improved Lot or Dwelling Unit, and the conditions imposed shall become fully a part of the approved Plans.

Any Owner submitting Plans to the Committee and disagreeing with the finding of the Committee may appeal the decision to the Board by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of denial. The Board shall then review the Plans, giving the Chairman of the Committee the opportunity to present to the Board specific reasons why the Plans were denied, in the presence of the Owner or his agent, and the Owner or his agent may present information challenging the findings of the Committee. The decision of the Committee shall only be overridden by simple majority vote of the Board. The foregoing provision shall not be applicable to decisions by the Declarant.

Owners are responsible for the contractors they hire to perform work on their property. Any contractor damaging improvements or infrastructure within The Properties, and the Owner(s) who engaged the services of such contractor, shall be jointly and severally liable for such damage. The Committee may from time to time, in its sole discretion, require of any contractor or Owner a case or insurance performance bond to guarantee final site clean up and/or road repairs necessitated by the actions of the contractor and his workers and subcontractors during the construction of any improvements on The Properties. Owners shall ensure that all contractors hired by them or performing work on any Lot or Dwelling Unit are properly licensed and carry all insurance required by law.

The Committee may adopt a schedule of reasonable fees for processing requests for approval. Such fees will be payable to the Association at the time that the Plans and other documents are submitted to the Committee. The payment of such fees, as well as other expenses of the Committee required to be paid, shall be deemed to be an individual Assessment, enforceable against the Owner of the Lot or Dwelling Unit as provided hereinabove. The Committee expressly reserves the right and power, exercisable in its sole discretion, to procure the services of a consultant of its own choosing for purposes of assisting the Committee in its review of any Plans, and the cost of such consulting service(s) shall be the responsibility of the

respective applicant or Owner of the subject Lot or Dwelling Unit and shall be in addition to any fees due for processing any requests for approval.

All notices required to be given under this Section shall be given in writing, hand-delivered or mailed postage prepaid, certified or registered mail, return receipt requested or deposited with an overnight carrier (such as, but not limited to, Federal Express), and the Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. If the Committee approves the Plans, one set of plans, denoted as approved (or approved with specified conditions), shall be retained by the Committee, and the other two sets shall be returned to the applicant.

If any work is performed on any Lot or Dwelling Unit without the approval of the Committee as required in this Article 5, the Committee may refuse to consider any submission of Plans for its approval until the unapproved work is removed from the Lot or Dwelling Unit or on any other conditions specified by the Committee in its sole discretion.

c) Application of the Article. This Article Five shall apply to any additions to the Existing Property subsequently made subject to this Amended Declaration and the terms and provisions of any Supplemental Declaration.

ARTICLE SIX: RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION, DECLARANT AND OWNERS

Section 6.1 Permissible Uses. No Lot or Improved Lot shall be used except for residential purposes (with the exception of any sales center, office, building or model home constructed or used by the Declarant, his agent or any Builder who has received the prior written permission of Declarant). Specifically, no "Model Home" or "Open House" type of operation shall be allowed within The Properties other than with Declarant's explicit written permission, notwithstanding Declarant's right to operate such "Model Home" or "Open House," at its discretion, anywhere within The Properties at any time. No building of any type shall be erected, altered, placed, or permitted to remain on any Lot other than a Dwelling Unit or a Multi-Family Dwelling and its accessory building(s), which shall comply with any applicable zoning regulations and the requirements of Articles Five and Six of this Amended Declaration.

Section 6.2 Division of Lots; No Time Sharing.

a) No Lot or Improved Lot shall be further subdivided into multiple Dwelling Units, except (1) in the case of condominiums on such Lot or, (ii) with respect to single-family Dwellings, any two Owners may divide a Lot between them if such Lot is adjacent to the Lots or Improved Lots owned by such Owners and provided further that no more than two (2) Dwelling Units may be constructed on the three (3) combined Lots and Improved Lots. In event of such a recombination, the sideline setbacks and sideline easements shall be released as to the old interior common sidelines and become applicable to the new common sideline created within the old shared Lot.

b) No Lot, Improved Lot, unit of ownership or ownership interest may be subdivided to permit time sharing or other devices to effect interval ownership unless approved by the Association subject to conditions which may be imposed by the Association. For purposes of this

section "time sharing" or "other devices to effect interval ownership" shall include, but not be limited to, ownership arrangements, including uses of corporations, limited liability companies, trusts, partnerships or tenancies in common, in which four or more persons or entities, not members of a single household, have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same Lot, Improved Lot or Dwelling Unit and such owners have a formal or informal right-to-use or similar agreement.

Section 6.3 Water and Sewer Facilities. Water and sewer treatment services shall be provided through Franklin County. Water and sewer services shall be extended to all Lots and Improved Lots, prior to transfer of title of such Lot or Improved Lot by the Declarant to any Owner other than a Builder who had acquired title for the purpose of constructing improvements thereon with no intention of occupying the improvements.

All underground waters beneath the property in Province Grande are understood to be a part of the available system for disposal of sewer wastewater by Province Grande sewer facilities. Owners shall not construct any potable water supply wells on any Lot or commit any act that would interfere with the system; however, it is understood that this easement shall in no way materially interfere with Owner's use of the improvements on the surface.

Section 6.4 Utilities and Other Easements. All utility lines of every type, including but not limited to water, electricity, gas telephone, sewage and television cables, running from the main trunk line or service location to any Dwelling Unit must be underground or against or in the building in the case of a Multi-Family Dwelling. The Declarant reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on, over and under the ground to erect, maintain and use water, irrigation, electric, gas, telephone, sewage and television cables, and any other utilities lines and conduits for the purpose of bringing public or other services, at this time known or unknown, to The Properties on, in, under and over the streets or roads and over any Lot or Improved Lot shown on any Recorded Plat of The Properties within twenty-five (25) feet of each lot line fronting on a street, within ten (10) feet along the side lines of each Lot or Improved Lot, within twenty-five (25) feet along the rear line of each Lot or Improved Lot, and over such other areas as are so identified on any Recorded Plats of The Properties. In addition, the Association may cut, in the above described easements, as well as any where else that such may be required, at its own expense, drainways for surface water and/or to install underground storm drainage wherever and whenever such action is required by applicable health, sanitation or other state or local authorities, or in order to maintain reasonable standards of health, safety and appearance. In addition, along street fronting property lines, in the twenty-five (25) foot easement hereby reserved, Declarant shall also reserve the right for installation, maintenance and repair of bike and pedestrian paths, sidewalks, street lights and/or street-side landscaping.

The Declarant may, but is not required to, release any of the easements reserved herein as to any Lot or Improved Lot for which it deems such easement is unnecessary for the efficient development and operation of The Properties. In addition, the Declarant may delegate its authority to release any of the easements reserved herein as to several Lots or Improved Lots to a Neighborhood Association established to govern such Lots and Improved Lots.

Section 6.5 Minimum Square Feet in Dwelling Unit. The Declarant, so long as it owns any property within The Properties, and the Association reserve the right to establish minimum square foot standards for Dwelling Units from time to time and of varying amounts in various portions of The Properties. The Association may also delegate its right to set a minimum square foot standard for a given Neighborhood of The Properties to a Neighborhood Association for such area if one has been created.

Section 6.6 Temporary Structures. No structure of a temporary character shall be placed upon any portion of The Properties at any time, provided, however, that this prohibition shall not apply to shelters or sheds used by contractors during the construction of a Dwelling Unit or Multi-family Dwelling, or improvements or additions thereto, on any Lot or Improved Lot during the construction or improvement thereof. Temporary shelters, tents, recreational vehicles, trailers and other vehicles (whether attached or unattached to the realty) may not, at any time, be used as a temporary or permanent residence or be permitted to remain on any portion of The Properties, except a reasonable number of passenger vehicles as determined by the Association in its sole discretion.

Section 6.7 Committee Approval of Plans and Other Prohibitions.

a) The construction of improvements on Lots and Improved Lots shall be governed by Section 5.2 hereof. Construction must be completed in strict accordance with the Plans approved by the Committee. In addition, Dwelling Units and Multi-Family Dwellings shall comply with all applicable building, plumbing, electrical and other codes.

b) No detached garage, storage shed, or carport shall be permitted on an Improved Lot unless approved in advance by the Association and The Committee.

c) No vent or other pipes or appendages may extend from the front of any Dwelling Unit or Multi-Family Dwelling, unless screened from public view by a screening material or shrubbery approved by the Committee.

d) Any exterior air-conditioning or heating equipment and any natural gas storage facility must be screened from public view by a screening material or shrubbery approved by the Committee.

e) Downspouts and gutters must be constructed so as not to permit or promote the erosion of the soil of any Lot, Improved Lot or Dwelling Unit.

f) Exterior lighting shall be restrained and subtle and must be directed so as not to shine directly on another Lot or Improved Lot or into any Dwelling Unit or interfere with the quality of the night environment.

g) No mobile homes or trailer homes shall be allowed or approved by the Committee as the residence on any Lot or Improved Lot, and no mobile home or trailer home shall be allowed to remain on any Lot or Improved Lot. "Mobile homes" shall include modular homes, even when such homes do not rest on wheels on the Lot or Improved Lot.

Section 6.8 Garbage and Storage Receptacles. Except as required by any appropriate governmental authority, each Owner shall provide receptacles for garbage (and recyclables if such a program is in place in Franklin County), and all garbage receptacles, tools and equipment for use on a Lot or Improved Lot, shall be placed in a screened area in accordance with reasonable standards established by the Committee to shield same from general visibility from roads and neighbors abutting the Lot or improved Lot. No fuel tanks or similar storage receptacles or related storage facilities, may be exposed to view. No underground storage tanks for natural gas, propane, chemicals, petroleum products or any other mineral or toxic product will be allowed anywhere in The Properties.

Section 6.9 Debris. No leaves, trash, garbage or other similar debris shall be burned except as permitted by the Association in advance and as allowed by law or appropriate governmental authority. No garbage, trash, construction debris or other unsightly or offensive materials shall be placed upon any portion of The Properties, except as is temporary and incidental to the bona fide improvement of any portion of The Properties. Job site debris shall be removed from the (job site) Lot or Improved Lot at least every other week.

Section 6.10 Antennas. Any television antennas, radio receiver or sender antenna or other similar device attached to or installed on the exterior portion of any Dwelling Unit, Multi-Family Dwelling or structure, or placed on any Lot or Improved Lot shall be appropriately screened from view in accordance with Federal Communication Commission guidelines and Association rules and regulations (as determined by the Committee).

Section 6.11 Landscape Plan; Landscaping. As part of the Plans package submitted by an Owner to the Committee for approval of such Owner's Plans, there shall be included a comprehensive landscape plan (the "Landscape Plan"). Shown thereon, in addition to the scheme for decorative plantings, shall be all of the planned site improvements and modifications, including, but not limited to, major topographic changes and plans for vegetation removal, revegetation and restabilization thereof, the location and specifications for all terraces, walkways, driveways, paths, fences, bulkheading, walls, pools, outdoor lighting and the specifications for other fixtures and structures envisioned to be constructed as part of the Landscape Plan.

The Landscape Plan should seek to unite the Dwelling Unit or Multi-Family Dwelling as well as all other structural aspects of the landscape with its setting and should provide for the introduction of plant materials of sufficient size and quantity to create (when first installed) a sense of maturity to the landscape scene.

Each Dwelling Unit and Multi-Family Dwelling shall be maintained consistently with the Landscape Plan approved for it by the Committee. All material changes to the Landscaping Plan or the landscaping installed on a Dwelling Unit or Multi-Family Dwelling shall be first approved by the Committee. The Committee shall have the authority to create landscaping guidelines, which may vary by Neighborhood, with which each Dwelling Unit and Multi-Family Dwelling shall comply.

Section 6.12 Trees and Foliage. Trees measuring three (3) inches or more in diameter, at a point two (2) feet above ground level, and any flowering trees or shrubs above five (5) feet in

height may not be removed from The Properties without the written approval of the Committee, unless located within ten (10) feet of a Dwelling Unit or Multi-Family Dwelling, or site for such Dwelling Unit or Multi-Family Dwelling, or in the path of driveways and walkways located or to be located on any Lot or Improved Lot. Excepted herefrom shall be damaged trees or trees to be removed because of a reasonably perceived threat of harm to persons or property, which removal shall first be approved by the Association, however.

Section 6.13 Unsightly Conditions. It is the responsibility of each Owner to prevent any unclean, unsightly or unkempt conditions to exist on his Lot, Improved Lot, Dwelling Unit, Multi-Family Dwelling, or grounds which shall tend to decrease the beauty of The Properties, specifically or as a whole.

During the construction of any improvement to a Lot or Improved Lot in The Properties, the Lot or Improved Lot, roads, bike paths, landscaping and Common Areas or Limited Common Areas adjacent thereto shall be kept in a neat and orderly condition, free from any dirt, mud, garbage, trash, or other debris, so as not to cause an unsightly condition to exist or damage to occur. Any damage to the street, curb, sidewalk or to any part of any Common Areas or utility system caused by an Owner or an Owner's builder shall be repaired by such Owner. Owners and their agents and employees shall adhere to the construction standards promulgated from time to time by the Association.

In the event the Owner or his agent or employee (including, without limitation, any contractor or subcontractor) shall fail to maintain the Lot, Improved Lot or Dwelling Unit, and adjoining areas, as specified herein, or allow damage to occur and such failure continues or damage remains unrepaired for seven (7) days following delivery of written notice thereof from Declarant or the Association, Declarant or the Association shall have the right, exercisable in its sole discretion, to abate any unsightliness, make needed repairs, and to remove any rubbish, refuse, unsightly debris and/or growths from the Lot, Improved Lot, or Dwelling Unit, and adjoining area. In the event the Declarant or the Association, after such notice, causes the subject work to be done, the costs of such plus an administrative charge of ten percent of such costs shall be reimbursed by the Owner to the Association and will become a continuing lien on the Lot, Improved Lot or Dwelling Unit, as appropriate, until paid.

Section 6.14 No Offensive Activity or Fires. No noxious or offensive activity or excessive noise shall be carried on upon any portion of The Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner, tenant or guest thereof, in any portion of The Properties. Fires on any Lot or Improved Lot or on any portion of the Common Properties or the Limited Common Properties are prohibited unless procedures adopted by the Association are strictly followed.

Section 6.15 Certain Plants Animals and Pets. Except as otherwise permitted herein, or in any amended Declaration, no plants, animals, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may tend to diminish or destroy the enjoyment of other Owners, or tenants and guests thereof, may be maintained on a Lot or Improved Lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Improved Lot, except that in the aggregate no more than three dogs, cats or other household pets may be kept in each Dwelling Unit, unless otherwise approved

by the Association, provided that they are not kept, bred or maintained for any commercial purpose. At no time shall any household pets be allowed to run free, and at all times when off the Owner's Lot or Dwelling Unit, such household pets shall be on a leash.

Section 6.16 Discharge of Firearms. Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows within The Properties is prohibited.

Section 6.17 Motorized Vehicles. All motorized vehicles operating within The Properties must be properly muffled so as to eliminate noise which might be offensive to others. All motorized vehicles and motorized bicycles are prohibited from being used or operated anywhere other than on the roads within The Properties.

Section 6.18 Prohibited Parking. Except on streets or roadways that are sixty (60) feet or greater in width, there shall be no on-street parking within The Properties. Buyers of property within The Properties are advised to ensure that the design and construction of improvements on their property provides for ample parking of all vehicles owned by such buyers as well as those of their visitors, invitees, guests, contractors, subcontractors, and any other vehicles having occasion to be parked within The Properties for the purpose of meeting with such buyers. No vehicle may be stored or parked in any driveway or upon any Lot or Improved Lot if such vehicle is incapable of moving under its own power and is moved at least once weekly. No boat, boat trailer, other trailer, camper, recreational vehicle, utility vehicle or truck (to the extent that a truck is rated as a one ton truck or larger) shall be allowed to remain on any Lot or Improved Lot or on any portion of the Common Properties or Limited Common Properties overnight unless it is enclosed within a garage that has been constructed in accordance with the provisions of this Amended Declaration, and no such thing or any vehicle shall be parked for any period on any part of a Lot or Improved Lot except the driveway. The Declarant or the Association may post signs along the roads in The Properties specifying "No Parking" where applicable and indicating the party responsible for enforcing such rule. The Association or Franklin County may enforce the rules regarding parking on all roads in The Properties. The Association and Franklin County may mutually elect to divide responsibilities for enforcing the parking rules.

Section 6.19 Signage. No commercial signs, except "For Sale" or "For Rent" signs, shall be displayed in public view on any Lot, Improved Lot, facility, appurtenance, parked vehicle, accessory building or structure unless approved by the Declarant, who shall also from time to time provide design criteria and color schemes for approved signage. No Owner may place more than one "For Sale" or "For Rent" sign on any Lot or Improved Lot or adjoining Lots or Improved Lots owned by him. The Owner of a Lot or Improved Lot shall be responsible for any violation of this Section by any agent or representative of him. Notwithstanding the foregoing, the Declarant shall have the right to locate sign or signs indicating the location of sales and rental centers, identify model homes or living units and their builder, any Recreational Facilities and such other informational signs of any type as may be necessary or desirable, in Declarant's sole opinion, to facilitate Declarant's plans for development and sales at Province Grande.

Section 6.20 Pavement of Joint Walkways and Driveways. Any joint walkway or driveway shown on any Recorded Plat of The Properties, if and when improved, shall be improved and maintained by the Owners of the Lots or Improved Lots on which such joint walk-way or driveway abuts.

Section 6.21 Vegetation. No existing vegetation on a Lot or Improved Lot shall be disturbed during construction without the express written consent of the Committee. The Committee shall require written proposals for the re-stabilization and re-vegetation of any such disturbed area. Any vegetation disturbed during construction shall be repaired to the satisfaction of the Committee prior to the Owner applying for an occupancy permit from Franklin County or the appropriate municipal body. This shall not prevent or limit in any way the Declarant from engaging in such earthmoving, clearing, moving, and pruning activities as are necessary to effect the overall plan of development.

Section 6.22 Mail and Delivery Boxes. The Committee shall determine the standards and issue guidelines for the location, material, color and design for mail and newspaper boxes, if any, and the manner in which they shall be identified. All Owners must display the assigned street address on their mail boxes, or other appurtenance, pursuant to the then current regulations of Franklin County.

Section 6.23 Above-Ground Pools. No above-ground pools (except for wading pools no deeper than 2 feet tall and no wider than 10 feet in diameter, which shall not be regulated by the Committee) shall be allowed or approved by the Committee on any Lot or Improved Lot. Any approved above-ground pool shall be kept solely in the rear of a Dwelling Unit and not within any applicable setback.

Section 6.24 Fences. No fence may be constructed without the approval of the Committee in accordance with this Amended Declaration. The Committee shall have sole and complete discretion as to location, style, materials and height of any fence approved by it. As used herein, fences shall include walls, barricades, shrubbery or other impediments to reasonable mobility and visibility. Absent an extraordinary showing of need by the Owner of a Lot or Improved Lot, no fence may be constructed any closer to the front of the Lot or Improved Lot than the front corner of the Dwelling Unit or Multi-Family Dwelling thereon. The Committee shall only approve the construction of a fence upon a determination that the fence is aesthetically pleasing, does not detract from the reasonable value of any Lot or Improved Lot and does not unreasonably impede the view of any water course, the golf course or other attractive feature from any other Lot or Dwelling Unit.

Notwithstanding anything herein to the contrary, temporary fences used in connection with model homes may be permitted by the Association or the Declarant.

Section 6.25 Docks and Piers. No docks, piers, or elevated or suspended walkways of any kind, or any other manmade structure whatsoever, shall be constructed in or out over any lake, pond, waterway, off-property wetland, other water course, Common Properties, Limited Common Properties or any other place, by anyone other than the Declarant. To the extent that any of such are constructed by the Declarant, the Declarant may limit the time or nature of the use of the same.

Section 6.26 Driveways. All driveways, guest parking and turnabouts on Lots and Improved Lots will be of non-porous materials specified by the Committee; and special materials, surface treatments and/or accents may be required by the Committee.

Section 6.27 Sidewalk Easement. There is hereby reserved to the Declarant, the Association and the designees of each, perpetual non-exclusive easements upon, across, over and under all of the Lots and Common Properties and Limited Common Properties to the extent reasonably necessary to install, construct, repair, replace, maintain and operate sidewalks for pedestrian traffic over, across and through The Properties. This sidewalk easement shall be located along either or both sides of the roads or streets and over any Lot or Improved Lot shown on any Recorded Plat of The Properties within seven feet (7') of each lot line fronting on a street or road and over such other areas as are so identified on any Recorded Plat of The Properties. The Declarant shall not be required to construct any sidewalk. The Committee may require construction of sidewalks as a condition of approval of any Plans.

Section 6.28 Timely Completion. When construction of any Dwelling Unit, Multi-Family Dwelling, structure, improvement, or addition thereto has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. It is a requirement that Dwelling Units and Multi-Family Dwellings under construction in The Properties be "dried-in" with exterior finishes installed (roofing, windows and finish siding and trim in place) within one hundred twenty (120) days of starting construction and that all phases of work, including execution of the Landscape Plan, be complete within one year of Committee approval. In the event that completion should be delayed beyond one year from Committee approval, then the Committee, may, so long as the Owner is notified within thirty days of the one-year period expiring, by way of unanimous vote of its Members, rescind the existing approval and require that the Owner reapply and seek new approval. As with other Sections hereof, the Association may adopt a schedule of fines and enforce the same in connection with any Owner's failure to act in accordance with this Section.

Section 6.29 Rental of Dwelling Units; Occupancy by Non-Owner. Except by written approval in advance by the Declarant or Association,

- (a) No Dwelling Unit may be leased to a non-Owner for a period of less than one-year or to any person or group that does not conform to the requirements for residency and ownership set forth in this Amended Declaration; and
- (b) Except pursuant to an approved lease, no Dwelling Unit may be occupied by a non-Owner for a period greater than three months.

Any approval under this Section may be revoked at any time for failure of the Owner or occupants of the Dwelling Unit to comply with this Amended Declaration and all rules, regulations and policies of the Association.

ARTICLE SEVEN: ADDITIONAL RIGHTS RESERVED TO DECLARANT

Section 7.1 Withdrawal of Property. The Declarant reserves the right to amend this Amended Declaration, so long as it has a right to annex additional property pursuant to Article One, for the purpose of removing any portion of The Properties which has not yet been conveyed by the Declarant to a third-party from the coverage of this Amended Declaration. Such amendment shall not require the consent of any person other than the Owner(s) of the property to be

withdrawn, if not the Declarant. If the property is Common Area, the Association must first consent to such withdrawal.

Section 7.2 Right to Develop. The Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Areas for the purpose of making, constructing and installing such improvements to the Common Areas as it deems appropriate in its sole discretion.

Every person that acquires any interest in The Properties acknowledges that Province Grande is a master planned community, the development of which is likely to extend over many years, and agrees not to protest, challenge or otherwise object to (a) changes in uses or density of The Properties, or (b) changes in the site plan filed with Franklin County in connection with The Properties.

Section 7.3 Right to Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of the Declarant set forth in this Amended Declaration or the Bylaws may be transferred in whole or in part to other persons, if done so voluntarily by the Declarant but not if done so involuntarily by foreclosure or otherwise; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Amended Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant at the time of transfer and duly recorded in the Franklin County Registry. The foregoing sentence shall not preclude Declarant from permitting other persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Amended Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

ARTICLE EIGHT: MEMBERSHIP; VOTING RIGHTS IN THE ASSOCIATION; RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION; ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATIONS

Section 8.1 Membership. Every person or entity who is a record Owner of a fee simple interest in any Lot or Dwelling Unit in The Properties is subject by this and any other declarations made in connection herewith to all rights, responsibilities and assessments of the Association and shall be a Member of the Association, provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 8.2 Voting Rights. The Association shall have three (3) classes of voting memberships:

a) **Class I.** The Class I Members shall be all Owners of Lots or Dwelling Units within The Properties, other than the Declarant as long as Class II membership exists. Any Class I Member in The Properties shall be entitled to one (1) vote for each Lot or Dwelling Unit which it owns, except as to any Dwelling Unit that it does occupy, such Owner shall be entitled to one-half (1/2) vote. In the case of ownership by more than one person or entity of any Lot or

Dwelling Unit, however, those multiple people and / or entities shall be treated collectively as one Owner.

b) Class II. The Class II Member shall be the Declarant, who shall be entitled to nine (9) votes for each Lot, Dwelling Unit or Prospective Lot owned by it within The Properties. The Class II membership shall cease and be converted to Class I membership on the happening of the first to occur of the following events:

- i. Declarant has sold and closed the sale of 95% of all Lots, Improved Lots and Prospective Lots within The Properties, or
- ii. December 31, 2032.

If the Class II membership has been terminated or has expired and subsequently additional properties owned by the Declarant thereafter become subject to this Amended Declaration pursuant to Section 1.2, the Class II membership shall immediately be reinstated as of the date such additional properties become subject to this Amended Declaration and shall not terminate until Declarant has sold and closed the sale of 95% of all Lots, Improved Lots and Prospective Lots within the entirety of the property then comprising The Properties.

At any time during which the Declarant's rights have not been terminated or have not expired or have been revived, Declarant shall be vested with the sole voting rights of the Association on all matters (including the election and removal of directors of the Association), except such matters as to which this Amended Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association expressly require a vote of the Class I Members. During such time, the Declarant may appoint any person, whether or not a Member, to serve on the Board or as an officer or employee of the Association.

c) Class III. Class III Members shall be owners of real property in neighborhoods outside of The Properties that have entered into an agreement with Declarant or the Association for membership in the Association, subject to the terms and conditions of a Supplemental Declaration. Class III Members shall have the same rights and obligations of Class I Members unless otherwise described in the Supplemental Declaration.

Section 8.3 Rights and Responsibilities of the Association. Subject to the rights of Owners and Declarant as set forth in this Amended Declaration, the Association has exclusive management and control of the Common Properties and all improvements thereon and all furnishings, equipment and other personal property relating thereto.

a) The Association's duties with respect to such Common Properties include, but are not limited to, the following:

- i) maintenance of the Common Properties;
- ii) management, operation, maintenance, repair, servicing, replacement and renewal of all landscaping, improvements, equipment and personal property constituting part of the Common Properties or located upon the Common Properties so as to keep all of the foregoing in good, clean, attractive, sanitary, safe and serviceable condition, order and repair;

- iii) all landscaping of the Common Properties;
 - iv) maintenance of adequate public liability insurance insuring the Association and its officers and directors, and adequate property casualty or hazard insurance for the benefit of the Association with respect to the Common Properties; and
 - v) payment of all taxes and assessments validly levied, assessed or imposed with respect to the Common Properties.
- b) The Association is responsible for construction of and maintenance of streets and roads within The Properties until such roads are accepted for maintenance by the applicable governmental authority. Following any irrevocable acceptance of the streets and roads for maintenance as public rights of way by applicable governmental entities, the maintenance obligations of the Association for the streets and roads shall only be to the extent such activities are not performed by the applicable governmental entities. The Association may also delegate responsibility for roads constituting Limited Common Area to the Neighborhood Association managing such area pursuant to a Neighborhood Declaration.
- c) The Association may in its discretion also provide other services as and to the extent the Association deems appropriate, such as, but not limited to, security services or devices, including but not limited to operation of the entry guard house and any other security gates, security personnel and overall traffic control.
- d) The Association may obtain and pay for the services of any personnel to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines is necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal, accounting, engineering or other professional services necessary or desirable in connection with the Common Properties or the enforcement of this Amended Declaration, the Association's Articles of Incorporation, Bylaws, rules or regulations.
- e) The Association may acquire, hold, lease and dispose of real property and tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles of Incorporation and Bylaws.
- f) The Association, from time to time, may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing use and operation of the Common Properties, which rules and regulations shall be consistent with the rights and duties established by this Amended Declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of The Properties.
- g) The Association may, acting through its Board, contract with other residential associations or commercial entities, neighborhoods or clubs to provide services or perform services on behalf of the Association and its Members. In addition, the Association may contract with other residential associations or commercial entities, neighborhoods or clubs within Province Grande to provide services in or perform services on behalf of such other associations, neighborhoods or clubs.

h) If a Neighborhood Association fails to properly maintain, repair, replace, landscape, insure, or otherwise keep up the Limited Common Properties for which it has assumed responsibility, the Association may perform such duties and assess the costs thereof against all Lots and Dwelling Units in a Neighborhood as Special Individual Assessments in accordance with the provisions of Section 10.5 hereof. The Association shall first provide thirty (30) days' written notice to the Neighborhood Association and the Owners of all Lots or Dwelling Units in the Neighborhood of its intention to perform such duties and charge the Owners for the cost thereof, and it shall so perform the duties and charge the Owners for the cost thereof if the duties are not fully performed at the end of the thirty-day period.

i) The Association may in its discretion borrow money and grant security interests in Common Property in connection with such borrowing to carry out any of its rights or responsibilities in this Amended Declaration.

Section 8.4 Limits on Litigation by or on behalf of the Association. Except as approved in writing by the Declarant so long as the Declarant's voting rights have not expired under Section 8.2, no judicial or administrative proceeding shall be commenced or prosecuted by the Association or by any one or more Owners in the name of the Association, unless approved by a vote of seventy-five percent (75%) of the Members. This Section shall not apply, however, to (a) actions brought by the Association to obtain injunctive relief to enforce the provisions of this Amended Declaration, (b) the imposition and collection of assessments as provided in Sections 10.1, 10.4, 10.5, and 10.9, and (c) proceedings involving challenges to ad valorem taxes. This Section shall not be amended unless such amendment is made by the Declarant or is approved by a vote of seventy-five percent (75%) of the Members.

Section 8.5 Establishment of Neighborhood Associations.

a) Formation of an Association. A non-profit Neighborhood Association ~~may be~~ formed by the Owners of all Lots or Dwelling Units in the Neighborhood intending to be governed thereby and under a Neighborhood Declaration to be created in connection therewith. An agent or representative of the Owners may be elected to form and run the Neighborhood Association, but all Owners of property to be governed by the Neighborhood Association must agree to the formation of the Neighborhood Association before the Neighborhood shall be governed by the Neighborhood Association or the Neighborhood Declaration created in connection therewith.

b) Governance of the Association. A Neighborhood Association shall be governed by bylaws, which shall be modeled upon the Bylaws and agreed upon by a majority of the Owners of the property to be governed by the Neighborhood Association.

c) Recordation of a Neighborhood Declaration. A Neighborhood Association shall not govern the Owners of a Neighborhood until a Neighborhood Declaration encumbering the Neighborhood is recorded in the Franklin County Registry. The Neighborhood Declaration shall be executed by all Owners of the property in the Neighborhood to be encumbered thereby before being recorded and effective.

ARTICLE NINE: PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 9.1 Members' Easements of Enjoyment. Subject to the provisions of Section 9.3, every Member shall have a right and easement of enjoyment in and to all of the Common Properties and the facilities and such easement shall be appurtenant to and shall pass with the title to every Lot, Improved Lot, or Dwelling Unit in The Properties.

Section 9.2 Delegation of Use. Any Owner may delegate its rights of enjoyment of the Common Properties and the Facilities to the members of its family, its tenants, contract purchasers who reside on the property, or its guests, subject to the rules and policies of the Association.

Section 9.3 Title to Common Properties. The Declarant may retain the legal title to any Common Properties shown on any Recorded Plat of The Properties, until such times as Declarant so wishes.

Notwithstanding the foregoing, in the event that any Owner finances his purchase of a Lot or Dwelling Unit through a loan guaranteed by the VA or HUD and so informs the Declarant of its intention to do so twenty (20) days before the conveyance of the Lot or Dwelling Unit, Declarant shall convey to the Association or to a Neighborhood Association, the Common Areas designated on any Recorded Plat depicting such Lot or Dwelling Unit prior to the conveyance of the Lot or Dwelling Unit to any such Owner. Such conveyance of Common Areas to the Association or a Neighborhood Association shall be made subject to the right of the Declarant to construct improvements or complete construction thereof, as applicable, on the Common Areas.

Section 9.4 Extent of Members' Easements. The rights of Members of the Association shall in no way be altered or restricted because of the location of Common Properties in any additions to The Properties in which such Member is not a resident. The use of Common Properties belonging to the Association shall be a membership entitlement. The rights and easements of enjoyment created herein shall be subject, however, to the following:

a) the right of the Declarant, in its sole discretion, to grade, pave or otherwise improve any road or street shown on any Recorded Plat;

b) the right of the Association to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Properties, and to limit the number of guests, to regulate hours of operations and behavior, and to curtail any use or uses it deems necessary for either the protection of the Facilities or Recreational Facilities or the peace and tranquility of adjoining residents;

c) the right of the Association, as provided in its Articles of Incorporation or Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment of that Member remains unpaid, and for any period not to exceed sixty (60) days for any infraction of any published rules and regulations adopted by the Board;

d) the right of the Association to lease and use any of the Common Properties for functions, lessons, or special events and to allow the lessee to charge admission or other fees for functions, lessons, or special events;

e) the right of the Association or its assignee to charge reasonable admission and other fees for use of any of the Association's Recreational Facilities situated upon its Common Properties; and

f) the right of the Association to dedicate or transfer all or any part of the Common Properties (which includes streets and roads) or private water/sewer lines to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed to by the Members. Except as provided below, no such dedication or transfer shall be effective unless the Declarant or, if the Declarant's rights have expired under Section 8.2, the Members entitled to at least seventy-five percent (75%) of the Class I votes agree to such dedication or transfer and signify their agreement by a signed and recorded written document; provided that, notwithstanding the foregoing, the Association and the Declarant shall each have the right, power and authority to grant easements and rights-of-way for the installation and maintenance of drainage facilities and of utilities, whether private, public or quasi-public, including cable television, water, gas and sewer upon, over, under and across any Common Area, without the assent of the Members when, in the sole opinion of the Declarant or the Board, as applicable, such easements are required or reasonably necessary for the development and/or the convenient use and enjoyment of The Properties and, in the sole opinion of the Declarant or said Board, as applicable, will not unreasonably interfere with the overall use and enjoyment of the Common Areas; and provided further this Subsection shall not preclude the Board from conveying at such purchase price as the Board deems appropriate strips or portions of the Common Areas to any Owner in order to resolve any gap, gore, overlap or other boundary line conflict or to make the Lot or Improved Lot more usable as a homesite provided such conveyance does not in the good faith judgment of the Board adversely affect the overall use and enjoyment of the Common Areas.

Section 9.5 Stormwater Management Improvements. The Association, until Franklin County accepts for public maintenance the stormwater infrastructure within The Properties, will be responsible for maintenance of any stormwater management swales, channels, and check dams. Such maintenance shall include removal of sediments within the swales and channels, restabilization of the swales and channels as needed, check dam repairs, and maintenance of the vegetation cover as necessary. Owners shall be responsible for maintaining and clearing any of such stormwater infrastructure located on their Lots or Improved Lots.

Section 9.6 Private Roads. In the development of The Properties, the Declarant may construct certain private streets or roads within The Properties connecting parcels of The Properties to public rights of way. The Owners of those Lots and Improved Lots bordering such private roads shall have an easement but no more than an easement for ingress and egress for themselves, their tenants, agents, employees, representatives, invitees and assigns over such private streets and roads, and there shall be no public rights of any kind therein, unless approved by the Members in accordance with the provisions of Section 9.3. Declarant reserves the right to name and revise from time to time the names or other designations given to such private streets or roads.

Section 9.7 Limited Common Property.

a) Certain portions of the Common Areas may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of Owners and occupants within a

particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Limited Common Area may include entry features, recreational facilities, landscaped medians and cul-de-sacs, roadways not necessary to provide other Lots or Improved Lots with access to public streets, lakes and other portions of the Common Areas within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of a Limited Common Area shall be a Neighborhood expense allocated among the Owners in the Neighborhood(s) to which the Limited Common Area is assigned.

b) The Association may, upon approval of the Neighborhood Association for the Neighborhood(s) to which any Limited Common Area is assigned, permit Owners in other Neighborhoods to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood expenses attributable to such Limited Common Area.

c) The Declarant may initially designate Limited Common Areas and assign the exclusive use thereof in the deed conveying such property to the Association or on a Recorded Plat. In addition, the Declarant or the Association may re-designate property previously designated as "Common Properties" or "Common Area" as "Limited Common Properties" or "Limited Common Areas" in the deed conveying such property to the Neighborhood Association or on a Recorded Plat if the property to be conveyed or designated has a reasonable nexus to the property encumbered by the Neighborhood Declaration.

d) Limited Common Areas may be re-designated as Common Areas by deed to the Association from a Neighborhood Association or by designation on a Recorded Plat if the Declarant determines that it is in the best interest of Province Grande to change the use of the property, based on factors such as, but not limited to, the ability or willingness of the Neighborhood Association to maintain the Limited Common Areas or the benefit to other Lots or Improved Lots not in the Neighborhood with the Limited Common Area of the use of such Limited Common Area.

Section 9.8 Regulation and Maintenance of Common Areas and Limited Common Areas.

a) The Association may adopt and promulgate rules and regulations governing the use of the Common Areas by Owners and their family, guests and invitees. No Owner or other permitted user shall use the Common Areas or any portion thereof in violation of the rules and regulations contained in this Amended Declaration or subsequently adopted by the Association.

Without limiting the generality of the foregoing, no Owner or tenant, guest or invitee of an Owner shall, without the specific prior written consent of the Association: (i) damage Common Area or Limited Common Area or improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure, sign, or other object on the Common Area or Limited Common Area; (iii) place any garbage receptacle, trash or debris on Common Area or Limited Common Area; (iv) fill or excavate any part of the Common Area or Limited Common Area; (v) landscape or plant vegetation on Common Area or Limited Common Area; or (vi) use the Common Area or Limited Common Area or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.

(b) Each Owner of a Lot upon which a Neighborhood Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Neighborhood Common Area easement.

(c) The Association shall have the right and obligation to ensure that the Common Area and Limited Common Area are preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Area or Limited Common Area in its natural or improved state, as appropriate, and keep it free of impediments to its use by the Owners, subject to the provisions of this Amended Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, directors and officers, against any loss or damage suffered by any Person, including the Owner of the Lot containing a Common Property or Limited Common Area easement, resulting from use of the Neighborhood Common Area, and adequate hazard insurance covering the real and personal property owned in fee by the Association; and (iii) pay all property taxes and other assessments levied against all Common Property or Limited Common Area owned in fee by the Association.

ARTICLE TEN: COVENANT FOR PAYMENT OF ASSESSMENTS

Section 10.1 Creation of the Lien and Personal Obligation for Assessments. Each Member, other than the Declarant, who is the owner of any Lot or Dwelling Unit, by acceptance of a deed therefor, and all other Members, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and does hereby covenant and agree to pay as limited below, to the Association:

- a) annual assessments or charges as herein or in the Bylaws provided,
- b) special assessments for capital improvements (such annual and special assessments to be fixed, established, and collected from time to time as herein or in the Bylaws provided), including, but not limited to, construction or acquisition of recreational facilities or other amenities, such as, but not limited to, those described in Article 12; and
- c) Special Individual Assessments, as defined and described in Section 10.5.
- d) working capital assessments of Five Hundred Dollars (\$500.00), due and payable by the grantee at the time such Lot or Improved Lot is conveyed by the Declarant. This amount shall be in addition to, not in lieu of, the annual assessments and shall not be considered an advance payment of such assessment.
- e) a marketing assessment of one percent (1%) of the gross sale price of an Improved Lot and the Dwelling Unit thereon when first sold by any Builder or when first occupied by any Owner (or any tenant or guest thereof) who constructed a Dwelling Unit without engaging a Builder.

The annual and special Assessments and any Special Individual Assessments of an Owner and any fines, liquidated damages or summary charges as herein or in the Bylaws provided, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the Lot, Improved Lot or Dwelling Unit against which each such Assessment is made. Each such Assessment, together

with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons jointly and severally, who is (are) the Owner(s) of such properties at the time when the Assessment fell due.

Section 10.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, access, maintenance of property values, security, safety and welfare of the residents of The Properties and other Members, and in particular for:

- a) improvement, maintenance, and replacement of any of the Association's Common Properties including, without limitation, the Facilities and Recreational Facilities, if any, and payment of the Common Expenses;
- b) implementation and enforcement of proper maintenance of exteriors of Dwelling Units, Multi-Family Dwellings and related improvements on Improved Lots in The Properties, if necessary, subject to reimbursement by the Owner(s) of such property pursuant to Sections 11.1 and 11.2 of this Amended Declaration;
- c) improvement, maintenance, and replacement, repair, landscaping, insuring or otherwise keeping up of any of the Limited Common Areas when the Neighborhood Association responsible for such duties has failed to do so;
- d) establishment of capital replacement reserves; and
- e) acquisition of services and facilities devoted to the foregoing purposes or for the use and enjoyment of the Association's Common Properties, including but not limited to, the cost of repairs, replacements, additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against those Common Properties, the procurement and maintenance of insurance related to those Common Properties, its recreational facilities and use in accordance with the Bylaws, the employment of attorneys to represent the Association if necessary, and such other requirements as are necessary to perform all of the aforesaid functions and purposes.

Section 10.3 Assessment of Uniform Rates Within Different Categories or Forms of Ownership. Both annual and special assessments shall be fixed at uniform rates for every Lot or Dwelling Unit within The Properties, within the category or form of ownership applicable to such property. There will be no difference between assessments as to Lots, or between assessments as to Dwelling Units, except that the Owner(s) of some Dwelling Unit(s) may be subject to an assessment for the maintenance, improvement and replacement of any Limited Common Properties located on or adjacent to the Improved Lot on which such Dwelling Unit is located.

Section 10.4 Special Assessments for Capital Improvements.

- a) In addition to the regular annual Assessments, 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 cost of professional or consulting fees, any construction or reconstruction, unexpected repairs or replacement of any capital improvement (including, without limiting the generality thereof, any lake, waterway, or pond) located upon the Association's Common

Properties, or Limited Common Properties, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the consent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall have been sent to all Members in accordance with the provisions of the Bylaws for such special meetings.

b) In addition to the foregoing special Assessment approved by the Members, as described in the preceding paragraph, the Association may levy a special Assessment, in the event of emergencies, without the consent of the Members. The amount of such Assessment, however, may not exceed \$500.00 per Owner per year.

Section 10.5 Special Individual Assessments. In addition to the regular annual Assessments and the special Assessments for capital improvements described above, the Association may levy, from time to time, on a particular Lot, Improved Lot or Dwelling Unit rather than on all Lots, Improved Lots, Dwelling Units or types of Lots, Improved Lots or Dwelling Units in The Properties, special Assessments, immediately due and payable, consisting of any fines assessed by the Association under authority contained in this Amended Declaration or the Bylaws for an Owner's violations of the terms and conditions of this Amended Declaration, any liquidated damages or summary charges imposed under authority contained in this Amended Declaration or the Bylaws, together with costs, fees and expenses (including reasonable attorneys' fees) incurred by the Association incidental to the enforcement of any rules and regulations, the collection of Assessments (both annual and special) or the collection of damages or charges arising under the Bylaws, or, in accordance with the provisions of Section 8.3 hereof, the pro rata share apportioned to such Lot, Improved Lot or Dwelling Unit of the expenses incurred by the Association in maintaining Limited Common Properties for which the Neighborhood Association governing the Neighborhood to which the Lot, Improved Lot or Dwelling Unit belongs has failed to properly maintain, repair, replace, landscape, insure, or otherwise keep up, all of the foregoing of which shall comprise "Special Individual Assessments."

Section 10.6 Quorum for any Action Under Section 10.4. The quorum required for any action authorized by Section 10.4 hereof shall be as follows:

At the first meeting called as provided in Section 10.4, the presence at the meeting of Members, or of proxies, entitled to cast a majority of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in Section 10.4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than fifty (50) days following the preceding scheduled meeting.

Section 10.7 Date of Commencement of Annual Assessment; Due Dates. The regular annual Assessments provided for herein shall be paid (as determined by the Board) in quarterly, semiannual, or annual installments. The payment of the regular annual Assessment by Owners shall commence as to each Lot, Improved Lot or Dwelling Unit, on the first day of the month following the conveyance of that property by the Declarant. The first regular annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board may adjust the amount of the annual Assessment at least fifteen (15) days in advance of each

regular annual Assessment period. Written notice of the regular annual Assessment shall be sent to every Member subject thereto. The due dates shall be established by the Board. The Association, upon any qualified demand (as determined by the Board) at any time, shall furnish a certificate in writing signed by an officer of the Association setting forth whether any specific Assessment has been paid. Such properly executed certificate of the Association as to the status of the Assessment is binding upon the Association as of the date of its issuance.

The first Assessments levied against any additions to The Properties not now subject to Assessment, at a time other than the beginning of any Assessment period, shall be an amount which bears the same relationship to the regular annual Assessment as the remaining number of months in that year bear to twelve.

The due date of any special Assessment under Section 10.4 or any other Assessments permitted by the Declaration shall be fixed in the resolution or resolutions authorizing such Assessment.

Section 10.8 Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of the Members and Assessments applicable thereto which shall be kept in the office of the Association, or at any other place designated by the Board upon notice to the Members, and which shall be open to inspection by any Member. Written notice of the Assessment or Assessments thereupon shall be sent to every Member subject thereto.

Section 10.9 Effect of Non-Payment of a Member or an Owner's Assessment; The Personal Obligation of the Member or Owner; the Lien; Remedies of Association.

(a) If the Assessments of a Member or an Owner are not paid within ten (10) days following the date due (being the dates referred to in Section 10.7), then such Assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot(s), Improved Lot(s) or Dwelling Unit(s), or such other real property as appropriate, which shall bind such Lot(s), Improved Lot(s) or Dwelling Unit(s), or such other real property as appropriate, in the hands of the then Member, Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Member or Owner to pay such Assessment shall remain his personal obligation for the statutory period; and, in addition, shall pass to his successors in title (as an encumbrance or lien against the Lot, Improved Lot or Dwelling Unit, or such other real property as appropriate) unless expressly waived by the Board.

(b) If the Assessment(s) is not paid within thirty (30) days after the delinquency date, the Assessment(s) shall bear interest from the date of delinquency at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by law), and the Board, acting on behalf of the Association, may authorize its officers to bring appropriate civil action against the Member or Owner personally obligated to pay the same or to foreclose the lien against any such Lot(s), Improved Lot(s) or Dwelling Unit(s), or other real property as appropriate, and there shall be added to the amount of such Assessment, the costs of such action and reasonable attorneys' fees or other cost incurred by the officers of the Association pursuant to authority of the Board. In the event a judgment is obtained against any Member or Owner for such Assessments, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's

fee to be fixed by the court, together with the costs of the action. In addition, the Board may set a schedule of late fees also due and payable if an Assessment is not paid within thirty (30) days after the delinquency date, which late fees shall be in addition to the other changes described herein.

(c) Any Owner who desires to challenge the amount or due date of any Assessment may not bring any action to do so unless such Owner first pays in full the disputed amount to be held by the Association subject to resolution of the challenge by any lawful means. The failure of an Owner to pay in full all Assessments shall be a full and complete defense of the Association and its officers, directors, employees and agents to any action brought by any such Owner challenging the amount of any Assessment or any other provision of this Amended Declaration or the Bylaws.

Section 10.10 Subordination of the Lien on an Owner's Property to Mortgages or Deeds of the Trust. The lien on a Member or an Owner's property of the Assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot(s), Improved Lot(s) or Dwelling Unit(s), or other real property subject to Assessment. The subordination shall not relieve any Lot(s), Improved Lot(s) or Dwelling Unit(s), or other real property from liability for any Assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage or deed of trust as if said lien were a second mortgage, irrespective of when such first mortgage or deed of trust was executed and recorded. The sale or transfer of a Lot, Improved Lot or Dwelling Unit or other real property shall not affect any lien for Assessments. However, the sale or transfer of a Lot, Improved Lot or Dwelling Unit or other real property that is subject to a first mortgage or first deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve a Lot, Improved Lot or Dwelling Unit or other real property from liability for any assessments thereafter becoming due, or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any such first mortgage or first deed of trust.

Section 10.11 Exempt Property. The following property subject to this Amended Declaration shall be exempted from the Assessments, charges and liens created herein:

- a) all Common Properties as defined in Article Three of this Amended Declaration;
- b) all Limited Common Properties as defined in Article Three of this Amended Declaration; and
- c) all properties exempted from taxation by the laws of the State of North Carolina, upon the terms and to the extent of such legal exemption. (Homestead exemptions shall not be considered an exemption.)

Notwithstanding any provisions of this Section 10.11, no Lot, Improved Lot or Dwelling Unit shall be exempt from said Assessments, charges or liens except as described in Section 10.12 hereof.

Section 10.12 Declarant's Obligations for Assessments. As long as and whenever the Declarant owns 5% or more of the Lots and Improved Lots comprising The Properties from time to time, the Declarant's obligation for Assessments on unsold Lots or Dwelling Units subject to this Amended Declaration will be limited to the difference between the actual operating costs of the Association and the Assessments levied on the existing Members other than the Declarant. In no event, however, will the Declarant be required to make a deficiency contribution in any amount greater than the Builder Rate (defined below) on unsold Lot(s) or Dwelling Unit(s) owned by Declarant. Whenever the Declarant owns less than 5% of the Lots and Improved Lots in The Properties, Declarant shall pay Assessments at the Builder Rate for each Lot or Dwelling Unit owned by the Declarant, and the Declarant shall not have any obligation to make a deficiency contribution.

ARTICLE ELEVEN: EXTERIOR MAINTENANCE AND INSURANCE

Section 11.1 Exterior Maintenance. Except for maintenance that is an obligation of the Association, after thirty (30) days written notice to an Owner specifying any required maintenance, the Association shall have the right but not the obligation to provide (a) maintenance upon any Lot or Improved Lot and (b) maintenance upon any Dwelling Unit that is subject to Assessments under Article Ten hereof. Such maintenance includes (but is not limited to) painting, repairing, replacing and care of roofs, gutters, downspouts, removal of signs in violation of this Amended Declaration, and exterior improvements on any Dwelling Unit. Such maintenance as to a vacant Lot may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 11.2 Assessment of Cost on Exterior Maintenance. The cost of any maintenance under Section 11.1 shall be assessed against the Lot, Improved Lot or Dwelling Unit, as appropriate, upon which such maintenance is done and shall be added to and become part of the regular annual Assessment or charge to which such Lot, Improved Lot or Dwelling Unit is subject and, as part of such regular annual Assessment or charge, it shall be a lien against any such Lot, Improved Lot or Dwelling Unit, as heretofore defined and limited, and a personal obligation of the Owner and shall become due and payable in all respects as provided herein

Section 11.3 Maintenance of Dwelling Units. Each Owner of a Dwelling Unit within The Properties, by acceptance of a deed therefor, whether or not it shall be expressed in said deed or by exercise of any act of ownership, is deemed to covenant:

- a) to build or restore such Dwelling Unit in the event of damage thereof and to apply the full amount, to the extent necessary, of any insurance proceeds to the restoration or repair of such Dwelling Unit; and
- b) to keep the Dwelling Unit in good repair as required by this Amended Declaration or by the Bylaws.

ARTICLE TWELVE: RECREATIONAL FACILITIES

At the expense of the Association, the Declarant in its sole discretion may (but shall not be obligated to) construct, arrange for the construction of or lease or arrange for the Members' use of recreational amenities, including without limitation tennis court(s), pool(s), clubhouse(s)

serving the pool or tennis court, walking trails, bike paths or open space, in any areas within The Properties (the areas so designated and the improvements erected thereon referred to herein as the "Recreational Facilities"). Any such Recreational Facilities shall be provided for the benefit of all Members, Owners of Lots, Improved Lots or Dwelling Units, their tenants and guests within the Existing Property and, at the sole option of Declarant, to other persons. The Recreational Facilities, if any, shall be constructed, leased or otherwise paid for and maintained out of assessments imposed on all Members and/or Owners who have the right of access to and the use of the Recreational Facilities in accordance with the provisions of Article Ten. If the Association is the owner or lessee of any Recreational Facility, the Board shall have the right to form an affiliated association (the "Operator") which may be a separate corporation or a division of the Association and assign to it the responsibilities of maintenance and operation of such Recreational Facility on a non-profit basis and upon such terms and conditions, not inconsistent herewith, as the Board may deem reasonably necessary. The Operator shall maintain and operate such portions of any such Recreational Facility as are designated to be maintained and operated by such Operator for the benefit of every Owner in good standing with the Association. The Association (by action of its Board) or the Operator, as the case may be, may charge dues and membership fees sufficient to defray operating costs and rent and require that current payments be made in order for any Owner to enjoy the use of the Recreational Facilities. The Operator or the Board, as the case may be, may also permit use of any such Recreational Facilities by non-owners and non-residents of The Properties upon payment of required dues or membership fee, including without limitation an initiation fee. The Operator may impose reasonable regulations regarding the use of any such Recreational Facilities to insure accessibility, safety, harmony and preservation of any such Recreational Facilities. The Association reserves the right to revoke an assignment made by it to an Operator and to assume the operation of any such Recreational Facilities, on a membership basis, and to impose special fees, charges or assessments against the Owners with respect thereto. The cost of the leasing, management, operation, maintenance, repair, servicing, replacement and renewal of the Recreational Facilities shall be deemed Common Expenses as to all Owners who have the right of access to and use of said Recreational Facilities.

ARTICLE THIRTEEN: AMENDMENT TO DECLARATION

Section 13.1 Owner/Member Initiated. An amendment to this Amended Declaration may be proposed upon a vote of a majority of the Owners (not a majority vote), whether meeting as Owners or by instrument in writing signed by them. Any proposed amendment to this Amended Declaration shall be transmitted in writing to all current Owners, and there shall be called a special meeting of the Owners for a date not sooner than ten (10) days nor later than fifty (50) days from date of notice. It shall be required that each Owner be given written notice of such special meeting, stating the time and place, and reciting the proposed amendment in reasonably detailed form, which notice, if mailed, shall be mailed not less than ten (10) days nor more than fifty (50) days before the date set for such special meeting. Such notices shall be made in compliance with the provisions of Section 4.2 hereof, and after made in compliance therewith, shall be deemed to be properly given. Any Owner may, by written waiver of notice signed by such Owner, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of notice to such Owner. At the meeting, the amendment proposed must be approved by an affirmative vote of sixty-seven percent (67%) of the votes (with the votes being calculated as

provided in Section 8.2) of Owners (including the Declarant) entitled to vote in order for such amendment to become effective. At any meeting held to consider such amendment, the written vote of any Owner shall be recognized and counted even if such Owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association prior to or at such meeting. If so approved, such amendment of this Amended Declaration shall be properly transcribed and certified by two (2) officers of the Association as having been duly adopted and approved by the requisite percentages of Owners and lenders. The original or an executed copy of such amendment, properly executed with the same formalities as a deed, shall be recorded in the Office of the Register of Deeds of Franklin County, and no such amendment to this Amended Declaration shall be effective until so recorded. If any amendment to the Declaration creates an inconsistency in the Bylaws, to the extent such inconsistency exists, the Declaration shall control.

Without the prior written consent of the Declarant, there shall not be allowed any Owner/Member-initiated amendments to this Amended Declaration, and no Owner/Member -initiated amendments may be made for any reason to Sections 6.3, 6.4, 6.16, 6.24 and 10.12. The above limitations shall in no way limit or diminish Declarant's rights to make amendments to any part of the Declaration under the powers reserved in Section 13.2 below.

Section 13.2 Declarant Initiated. Declarant, or its successor or assigns, shall be allowed to make (i) any amendments to this Amended Declaration necessary, in the Declarant's opinion, for compliance with laws or regulations relating to FHA, VA, or Office of Interstate Land Sales or necessary to establish the nonprofit qualifications of the Association, or (ii) minor (non-substantial) amendments to this Amended Declaration, notwithstanding any other provision contained herein, and without joinder of any other party, for the purposes of correcting any discovered typographical error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of The Properties, and the Owners therein. This right may be exercised, and shall be effective only upon the recordation of a "Corrected Declaration" in the Office of the Register of Deeds of Franklin County, which Corrected Declaration shall specifically reference this document, and the provision impacted.

In addition, the Declarant, for so long as it shall retain control of the Board, and, thereafter, the Board, may amend this Amended Declaration as shall be necessary, in its opinion, with the consent and approval of FHA or VA, and without the consent of any Owner, in order to qualify the Association, a Neighborhood Association, or any portion of The Properties for tax-exempt status. Such amendment shall become effective upon the date of its recording in the Franklin County Registry.

Section 13.3 When Effective; Recording; Title Searching. An amendment to this Amended Declaration that complies with the provisions of Section 13.1 or Section 13.2 shall be effective when recorded in the Franklin County Registry. The amendment shall be indexed under the name of the Declarant or its successor, the Association or its successor, or the Owners of the property in The Properties. Anyone searching title on Lots, Improved Lots or Dwelling Units in The Properties should search under the names of the foregoing to discover amendments to this Amended Declaration that may have occurred after the Lot, Improved Lot or Dwelling Unit has been conveyed to an Owner from the Declarant.

ARTICLE FOURTEEN: GOLF COURSE.

Section 14.1 Risks. The Owner of each Lot, Improved Lot and Dwelling Unit acknowledges that owning property adjacent or in close proximity to a golf course involves certain risks which may have an effect on the use or enjoyment of such Lot, Improved Lot or Dwelling Unit. Each Owner acknowledges that such risks may include, for example but not limited to, errant golf balls hit onto such property potentially causing bodily injury to persons or physical damage to property, and further including golfers entering onto such property to look for such errant golf balls, and the mist or overspray of golf course irrigation onto a Lot, Improved Lot or Dwelling Unit due to wind. Each Owner hereby expressly assumes such risks and agrees that neither Declarant nor any other entity owning or managing the golf course shall be liable to any Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise relating to the proximity of any Lot, Improved Lot or Dwelling Unit to the golf course, including, without limitation, any claim arising in whole or in part from the alleged negligence of Declarant or any other entity owning or managing the golf course. The Owner of each Lot, Improved Lot and Dwelling Unit hereby agrees, and agrees by its acceptance of a deed to property in The Properties, to indemnify and hold harmless Declarant or any other entity owning or managing the golf course against any and all claims by the Owner and his guests, invitees or licensees with respect to the above. Nothing in this Section shall restrict or limit any power of Declarant or any other entity owning or managing the golf course to change the design of the golf course, and such changes, if any, shall not nullify, restrict or impair the covenants and duties of any Owner herein.

Section 14.2 Easements.

a) Every Lot and Improved Lot is burdened with an easement to the Declarant and the Association permitting authorized golfers to do every act necessary and reasonably incident to the playing of golf on the golf course adjacent to the Lot or Improved Lot, as well as an easement permitting golf balls to enter upon the Lot or Improved Lot, and for golfers at reasonable times and in a reasonable manner to enter upon the exterior portions of the Lot or Improved Lot to retrieve errant golf balls; provided, however, if any Lot or Improved Lot is fenced or walled as approved in accordance with this Amended Declaration by the Association, the golfer shall seek the Owner's or occupant's permission before entry. The Association shall use its best efforts to have the entity managing or operating the golf course to conspicuously denote all such property on any Lot or Improved Lot as out of bounds. Every Owner of every Lot, Improved Lot or Dwelling Unit, by acceptance of delivery of a deed to the Lot, Improved Lot or Dwelling Unit, assumes all risks associated with errant golf balls, and each such Owner agrees and covenants not to make any claim or institute any action whatsoever against Declarant, the Association, any Builder, or the golf course designer or any of their agents or representatives relating to the design and utilization of the golf course or to any errant golf ball, any damages caused thereby, or for negligent design of the golf course or the siting of the Lot, Improved Lot, Dwelling Unit or Multi-Family Dwelling.

Notwithstanding the foregoing, however, golfers that enter any portion of a Lot or Improved Lot shall be liable to the Owners thereof for any damage caused by such entry,

including damage to improvements or landscaping on the Lot or improved Lot, even if the entry is made for the retrieval of errant golf balls.

b) Declarant also reserves on behalf of the golf course the right to use the necessary and usual equipment upon the golf course, and every Owner acknowledges and accepts the potential for all common noises associated with using such equipment as well as the usual and common noises associated with the playing of the game of golf. Also reserved by Declarant is the right to do all such other common and usual activities associated with and necessary to the operation and maintenance of a golf facility, as well as a non-exclusive easement for ingress and egress over, across, and through all streets in The Properties that are not Limited Common Areas for access to and from the golf course to Declarant, its successors and assigns.

Nothing in the foregoing, however, shall alter the Declarant's right (or the right of its successors or assigns) to change the location and configuration of the streets in The Properties as it deems necessary in its sole discretion, and nothing in the foregoing grants the golf course owner, operator, members or guests the right to park any such vehicles in The Properties.

c) Any portion of The Properties immediately adjacent to the golf course that comprises a portion of the golf course is hereby burdened with a perpetual, non-exclusive easement, during the times, if any, when the golf course property is being operated as a golf club, in favor of the Declarant and Association, which may subsequently convey, assign, or lease the easement, for overspray of water from the irrigation system serving the golf course. Under no circumstances shall the Declarant, the Owners, the Association, or a Neighborhood Association be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

Section 14.3 Maintenance of Property Adjacent to the Golf Course. The Owners of all Lots, Improved Lots and Dwelling Units visible from the Golf course shall maintain the portions of their Lots, Improved Lots and Dwelling Units that are visible from the Golf course in an aesthetically pleasing manner, which shall include maintenance and landscaping where appropriate. The Committee shall have the right to set the standard of maintenance and landscaping for such Lots, Improved Lots and Dwelling Units, and the Board shall have the responsibility for and authority to enforce such standards.

ARTICLE FIFTEEN: OPERATION OF THE GOLF COURSE

The Owner of each Lot, Improved Lot and Dwelling Unit acknowledges that, by purchasing or paying for such property, and/or by acquiring membership in the Association, the Owner does not acquire any vested right or easement, prescriptive or otherwise, to use the Golf course, if and when one is established in The Properties, nor does he acquire any ownership or other equity interest in the Golf course. Owners must pay the same fees for the use of the Golf Course as must the public at large.

ARTICLE SIXTEEN: VA AND HUD APPROVAL

In the event that any Owner hereafter finances its Dwelling Unit through a loan guaranteed by the VA or the HUD or Dwelling Units within The Properties are approved by the VA or the HUD as being eligible for such loans, then to the extent required by law or regulation, until all

Class II Memberships cease to exist and be converted to Class I Memberships as provided in Article Eight hereof, the approval of the VA or the HUD shall be obtained prior to: (i) the annexation of additional property to The Properties subject to this Amended Declaration, (ii) dedication of additional Common Properties other than Common Areas or Common Properties designated on existing plats of The Properties, and (iii) amendment of this Amended Declaration.

ARTICLE SEVENTEEN: CAPTIONS, INTRODUCTIONS AND GENDER

The captions and introductory material herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Amended Declaration nor the intent of any provision hereof. The use of the masculine gender in this Amended Declaration shall be deemed to refer to the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural, and the use of the plural shall be deemed to include the singular, whenever the context so requires.

ARTICLE EIGHTEEN: SEVERABILITY AND GOVERNING LAW

If any provision of this Amended Declaration is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and for the purposes hereof all covenants as contained herein shall be deemed to be severable each from each other without qualification. This Amended Declaration and the separate provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to principles of conflict of laws.

ARTICLE NINETEEN: DISPUTE RESOLUTION

Section 19.1 Alternative Method for Resolving Disputes. Declarant, its officers, directors, employees and agents, the Association, its officers, directors and committee members, all Owners, Members, all Builders, their officers, directors, employees and agents, and any other Person not otherwise subject to this Amended Declaration who agrees to submit to this Article 19 (each such Person being herein referred to as a "Bound Party" or, in groups, as the "Bound Parties") each agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances and disputes described in Section 19.2 hereof (herein referred to as the "Claims") to the procedures set forth in Section 19.3 hereof.

Section 19.2 Claims. Unless specifically exempted below, all Claims between any of the Bound Parties, regardless of how such Claims might have arisen or on what they might be based, including, but not limited to, Claims: (i) arising out of or relating to the interpretation, application or enforcement of the Declaration or Articles of Incorporation or Bylaws of the Association or the rights, obligations and duties of any Bound Party under such Documents; (ii) relating to the design and construction of improvements; or (iii) based on any statements, representation, promises, warranties, or other communications alleged to have been made by or on behalf of any Bound Party, shall be subject to the provisions of Section 19.3 hereof.

Notwithstanding the foregoing, unless all parties to any such dispute otherwise agree in writing, the following shall not be deemed to be Claims covered by this Section and shall not be subject to the provisions of Section 19.3:

- (i) any proceeding by the Association against any Bound Party to collect any Assessment;
- (ii) any proceeding by the Association or the Declarant to obtain a temporary restraining order or injunction (or equivalent equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's or the Declarant's ability to act under and enforce the provisions of this Amended Declaration;
- (iii) any proceeding between or among Owners, which does not include the Declarant, a Builder, or the Association as a party, if such proceeding asserts a Claim which would constitute a cause of action independent of the Declaration, Articles of Incorporation or Bylaws; or
- (iv) any proceeding in which no Bound Party is an indispensable party.

With the consent of all parties thereto, any dispute involving any of the foregoing excepted actions may be submitted to the alternative dispute resolution procedures set forth in Section 19.3.

Section 19.3 Mandatory Procedures.

- (i) Any Bound Party having a Claim (the "Claimant") against any other Bound Party (the "Respondent") (the Claimant and the Respondent being herein individually referred to as a "Party" and collectively as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:
 - (1) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;
 - (2) the legal basis of the Claim (i.e., the specific provisions of the Governing Documents or other authority out of which the Claim arises);
 - (3) the proposed remedy; and
 - (4) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.
- (ii) Negotiation and Mediation.
 - (1) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors of the Association may appoint a representative to assist the Parties in their negotiations.
 - (2) If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other time period as may be agreed upon by the Parties),

Claimant shall have an additional 30 days in which to submit the Claim to mediation ("Supplemental Mediation") under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Mediation Rules, the Judicial Arbitration and Mediation Service, or any other mediation program established by statute or the rules of the courts of the State of North Carolina, if available, as appropriate.

(3) If Claimant does not submit the Claim to Supplemental Mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to any Person other than the Claimant.

(4) Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to Supplemental Mediation, or within such other time as may be determined by the mediator or agreed to by the Parties, the mediator shall issue a written notice of termination of the mediation process, which notice shall state that the Parties are at an impasse and set forth the date that mediation was terminated (hereinafter "Termination of Mediation").

(5) Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees and expenses of the mediator and the administrative fees of mediation. If the Parties agree to a resolution of a Claim through negotiation or mediation as set forth in this Section 19.3, and any Party thereafter fails to abide by the terms of the settlement agreement, any other Party may file suit or initiate arbitration proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Section 19.3. In such event, the Party prevailing in any action or proceeding to enforce the agreement shall be entitled to recover from the non-prevailing Party(ies) all costs incurred by the prevailing Party in enforcing the agreement or defending the enforcement action, as appropriate, including, without limitation, attorneys' fees and court costs.

(iii) Binding Arbitration.

(1) After Termination of Mediation, Claimant shall be entitled to submit the Claim to final, binding arbitration under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, or any other arbitration service to which the parties may agree, as appropriate. No Claim subject to this subsection (d), whether by the provisions thereof or by agreement of the Parties, shall be submitted to or decided by or in a court of law. Any judgment upon the award entered by the arbitrator may be entered in and enforced by a court of competent jurisdiction. If the amount claimed by the Complainant or, by the Respondent in a counterclaim, exceeds \$250,000, the Claim shall be

heard and determined by three arbitrators. Otherwise, unless the Parties otherwise agree, the Claim shall be heard and determined by one arbitrator. An arbitrator shall have expertise in the area(s) of the Claim, which may include legal expertise if legal issues are involved.

(ii) Each Party shall bear its own costs of the arbitration, including attorneys' fees, and each Party shall share equally all fees and expenses of the arbitrator and the administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest. All decisions regarding the arbitrability of any Claim shall be decided by the arbitrator(s).

(iii) The award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties involved in the arbitration.

Section 19.4 Amendment of Subsection. Notwithstanding any other provision of this Amended Declaration, this Article 19 may not be amended other than by the Declarant as otherwise authorized by this Amended Declaration prior to the expiration of 20 years from the date of recording of this Amended Declaration without the prior written consent of the Declarant, or, if the Declarant has ceased to exist, by the Manager of the Declarant.

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IN WITNESS WHEREOF, the Declarant has caused this Amended Declaration to be duly executed under seal as of the date first above written.

OWNER OF EXISTING PROPERTY:

PROVINCE GRANDE OLDE LIBERTY, LLC,
a North Carolina limited liability company



By: _____

Name: Richard Wolf

Title: MANAGER

STATE OF NORTH CAROLINA

FRANKLIN COUNTY

I, MAHALA LANDIN, a Notary Public of Franklin County, State of North Carolina, do hereby certify that Richard E. Wolf, Manager of Province Grande Olde Liberty, LLC, a North Carolina limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument as his/her act and deed and as the act and deed of the limited liability company.

Witness my hand and notarial seal, this the 6 day of DECEMBER, 2002.

Mahala Landin

Notary Public

NOTARY SEAL

My Commission Expires:

AUGUST 5, 2013



EXHIBIT A
LEGAL DESCRIPTION

Tract 1

All that certain tract or parcel of land located in Franklinton & Youngsville Townships, Franklin County, North Carolina containing area for lots, roads and open spaces around golf holes 10 and 11 of Olde Liberty Golf Club and being more particularly described as follows:

Beginning at a tie described as being South 50 degrees 25 minutes 25 seconds West 8,607.57 feet from a spindle in the intersection of SR 1227 & SR 1134, said TIE being shown on a survey recorded in Book 1999, Page 454, Franklin County Registry, *THENCE South 04 degrees 37 minutes 59 seconds West 285 feet to an existing iron pin in the northern right of way of NC Highway 96; THENCE North 81 degrees 17 minutes 52 seconds West 126.55 feet to the point and place of BEGINNING; THENCE North 81 degrees 17 minutes 52 seconds West for a distance of 73.96 feet to a point; THENCE North 15 degrees 03 minutes 49 seconds West for a distance of 263.32 feet to a point; THENCE North 89 degrees 56 minutes 20 seconds West for a distance of 46.03 feet to a point; THENCE North 04 degrees 41 minutes 50 seconds East for a distance of 258.02 feet to a point; THENCE South 89 degrees 44 minutes 53 seconds West for a distance of 1956.52 feet to a point; THENCE North 00 degrees 41 minutes 59 seconds East for a distance of 1438.16 feet to a point; THENCE South 87 degrees 57 minutes 53 seconds East for a distance of 422.69 feet to a point; THENCE North 89 degrees 49 minutes 47 seconds East for a distance of 701.74 feet to a point; THENCE South 89 degrees 14 minutes 40 seconds East for a distance of 451.30 feet to a point; THENCE South 07 degrees 57 minutes 40 seconds West for a distance of 176.55 feet to a point; THENCE South 11 degrees 48 minutes 52 seconds East for a distance of 179.42 feet to a point; THENCE North 89 degrees 34 minutes 46 seconds West for a distance of 641.11 feet to a point; THENCE South 84 degrees 06 minutes 16 seconds West for a distance of 226.25 feet to a point; THENCE North 88 degrees 44 minutes 25 seconds West for a distance of 75.01 feet to a point; THENCE North 84 degrees 14 minutes 14 seconds West for a distance of 226.10 feet to a point; THENCE North 89 degrees 52 minutes 43 seconds West for a distance of 76.02 feet to a point; THENCE South 00 degrees 41 minutes 59 seconds West for a distance of 311.61 feet to a point; THENCE South 00 degrees 41 minutes 59 seconds West for a distance of 241.30 feet to a point; THENCE South 02 degrees 16 minutes 01 seconds East for a distance of 72.88 feet to a point; THENCE South 29 degrees 53 minutes 54 seconds East for a distance of 46.65 feet to a point; THENCE South 51 degrees 30 minutes 59 seconds East for a distance of 90.55 feet to a point; THENCE North 85 degrees 40 minutes 12 seconds East for a distance of 371.97 feet to a point; THENCE North 89 degrees 09 minutes 44 seconds East for a distance of 75.00 feet to a point; THENCE South 86 degrees 26 minutes 12 seconds East for a distance of 413.60 feet to a point; THENCE North 89 degrees 44 minutes 53 seconds East for a distance of 631.63 feet to a point; THENCE North 79 degrees 36 minutes 06 seconds East for a distance of 66.83 feet to a point; THENCE South 14 degrees 38 minutes 18 seconds East for a distance of 127.95 feet to a point; THENCE along a curve to the left having a radius of 150.00 feet and an arc length of 68.21 feet, being subtended by a chord of North 36 degrees 01 minutes 37 seconds East for a distance of 67.63 feet to a point; THENCE along a curve to the right having a radius of 150.00 feet and an arc length of 30.59 feet, being subtended by a chord of North 28 degrees 50 minutes 27 seconds East for a distance of 30.54 feet to a point; THENCE along a curve to the left having a radius of 150.00 feet and an arc length of 142.20 feet, being subtended by a chord of North 07 degrees 31 minutes 32 seconds East for a distance of 136.93 feet to a point; THENCE North 19 degrees 37 minutes 54 seconds West for a distance of 190.56 feet to a point; THENCE along a curve to the right having a radius of 300.00 feet and an arc length of 194.03 feet, being subtended by a chord of North 01 degrees 06 minutes 10 seconds West for a distance of 190.67 feet to a point; THENCE North 56 degrees 24 minutes 31 seconds West for a distance of 156.83 feet to a point; THENCE North 29 degrees 48 minutes 48 seconds East for a distance of 130.72 feet to a point; THENCE North 84 degrees 16 minutes 56 seconds West for a distance of 333.96 feet to a point; THENCE North 03 degrees 16 minutes 02 seconds East for a distance of 85.46 feet to a point; THENCE North 18 degrees 05 minutes 52 seconds East for a distance of 164.12 feet to a point; THENCE North 14 degrees 41 minutes 57 seconds East for a distance of 105.61 feet to a point; THENCE South 84 degrees 16 minutes 56 seconds East for a distance of 459.66 feet to a point; THENCE South 87 degrees 05 minutes 44 seconds East for a distance of 168.36 feet to a point; THENCE South 05 degrees 23 minutes 12 seconds West for a distance of 23.74 feet to a point; THENCE along a curve to the right having a radius of 275.00 feet and an arc length of 135.37 feet, being subtended by a chord of South 19 degrees 29 minutes 20 seconds West for a distance of 134.01 feet to a point; THENCE South 33 degrees 35 minutes 29 seconds West for a distance of 372.55 feet to a point; THENCE along a curve to the left having a radius of 275.00 feet and an arc length of*

255.45' feet, being subtended by a chord of South 06 degrees 58 minutes 47 seconds West for a distance of 246.37' feet to a point; THENCE South 19 degrees 37 minutes 54 seconds East for a distance of 309.23' feet to a point; THENCE along a curve to the right having a radius of 125.00' feet and an arc length of 451.27' feet, being subtended by a chord of South 06 degrees 12 minutes 30 seconds East for a distance of 243.17' feet to a point; THENCE along a curve to the right having a radius of 230.00' feet and an arc length of 136.79' feet, being subtended by a chord of South 28 degrees 21 minutes 21 seconds West for a distance of 134.78' feet to a point; THENCE South 45 degrees 23 minutes 39 seconds West for a distance of 42.57' feet to a point; THENCE along a curve to the left having a radius of 230.00' feet and an arc length of 307.24' feet, being subtended by a chord of South 07 degrees 07 minutes 33 seconds West for a distance of 284.90' feet to a point; THENCE South 31 degrees 08 minutes 33 seconds East for a distance of 39.35' feet to a point; THENCE along a curve to the right having a radius of 230.00' feet and an arc length of 159.65' feet, being subtended by a chord of South 11 degrees 15 minutes 23 seconds East for a distance of 156.47' feet to a point; THENCE South 08 degrees 37 minutes 46 seconds West for a distance of 14.78' feet to a point; the point and place of BEGINNING; together with and subject to covenants, easements, and restrictions of record. Said property contains 44.348 acres more or less.

TRACT 2

Being all that tract of land containing 97.90 acres located in Franklinton and Youngsville Townships, Franklin County, North Carolina, and being shown on that survey prepared by Charles M. Davis, Professional Land Surveyor, recorded in Book 2006, Page 49, Franklin County, North Carolina, Register of Deeds Office.

TRACT 3

Being lots 546-568, inclusive, and lots 368-392, inclusive, as shown on plat recorded in Book of Maps 2008, Page 15, Franklin County Registry

Tract 4

All that certain tract of land located in Youngsville Township, Franklin County, North Carolina containing and being more particularly described as follows:

Beginning at an existing rebar (ERB) the Northeast corner of a 1.50 acre tract as shown in M.B. 1999, Pg. 454 of the Franklin County Registry. Said ERB being further located South 50 degrees 25 minutes 25 seconds West 8,607.57' from an existing spindle in the centerline intersection of SR 1127 & SR 1134; THENCE from the said ERB, the point of beginning;

South 04 degrees 37 minutes 59 seconds West for a distance of 285.23' feet to an EIP;
THENCE North 81 degrees 17 minutes 52 seconds West for a distance of 126.54' feet to a point;
THENCE North 08 degrees 37 minutes 46 seconds East for a distance of 14.78' feet to a point;
THENCE along a curve to the left having a radius of 230.00' feet and an arc length of 159.65' feet, being subtended by a chord of North 11 degrees 15 minutes 23 seconds West for a distance of 156.47' feet to a point;
THENCE North 31 degrees 08 minutes 33 seconds West for a distance of 39.35' feet to a point;
THENCE along a curve to the right having a radius of 230.00' feet and an arc length of 307.24' feet, being subtended by a chord of North 07 degrees 07 minutes 33 seconds East for a distance of 284.90' feet to a point;
THENCE North 45 degrees 23 minutes 39 seconds East for a distance of 42.57' feet to a point;
THENCE along a curve to the left having a radius of 230.00' feet and an arc length of 136.79' feet, being subtended by a chord of North 28 degrees 21 minutes 21 seconds East for a distance of 134.78' feet to a point;
THENCE along a curve to the left having a radius of 125.00' feet and an arc length of 451.27' feet, being subtended by a chord of North 06 degrees 12 minutes 30 seconds West for a distance of 243.17' feet to a point;
THENCE North 19 degrees 37 minutes 54 seconds West for a distance of 309.23' feet to a point;
THENCE along a curve to the right having a radius of 275.00' feet and an arc length of 255.45' feet, being subtended by a chord of North 06 degrees 58 minutes 47 seconds East for a distance of 246.37' feet to a point;
THENCE North 33 degrees 35 minutes 29 seconds East for a distance of 372.55' feet to a point;
THENCE along a curve to the left having a radius of 275.00' feet and an arc length of 135.37' feet, being subtended by a chord of North 19 degrees 29 minutes 20 seconds East for a distance of 134.01' feet to a point;
THENCE North 05 degrees 23 minutes 12 seconds East for a distance of 23.74' feet to a point;
THENCE South 87 degrees 05 minutes 44 seconds East for a distance of 25.02' feet to a point;
THENCE South 05 degrees 23 minutes 12 seconds West for a distance of 24.82' feet to a point;

THENCE along a curve to the right having a radius of 300.00' feet and an arc length of 147.68' feet, being subtended by a chord of South 19 degrees 29 minutes 20 seconds West for a distance of 146.19' feet to a point;

THENCE South 33 degrees 35 minutes 29 seconds West for a distance of 372.55' feet to a point;

THENCE along a curve to the left having a radius of 250.00' feet and an arc length of 232.23' feet, being subtended by a chord of South 06 degrees 58 minutes 47 seconds West for a distance of 223.97' feet to a point;

THENCE South 19 degrees 37 minutes 54 seconds East for a distance of 190.56' feet to a point;

THENCE along a curve to the left having a radius of 150.00' feet and an arc length of 142.20' feet, being subtended by a chord of South 46 degrees 47 minutes 21 seconds East for a distance of 136.93' feet to a point;

THENCE along a curve to the right having a radius of 150.00' feet and an arc length of 82.51' feet, being subtended by a chord of South 58 degrees 11 minutes 20 seconds East for a distance of 81.47' feet to a point;

THENCE along a curve to the left having a radius of 150.00' feet and an arc length of 119.71' feet, being subtended by a chord of South 65 degrees 17 minutes 38 seconds East for a distance of 116.56' feet to a point;

THENCE along a curve to the right having a radius of 425.00' feet and an arc length of 218.69' feet, being subtended by a chord of South 73 degrees 24 minutes 55 seconds East for a distance of 216.28' feet to a point;

THENCE South 58 degrees 40 minutes 28 seconds East for a distance of 60.32' feet to a point;

THENCE along a curve to the right having a radius of 525.00' feet and an arc length of 136.54' feet, being subtended by a chord of South 51 degrees 13 minutes 125 seconds East for a distance of 136.16' feet to a point;

THENCE South 43 degrees 46 minutes 23 seconds East for a distance of 131.20' feet to point;

THENCE along a curve to the left having a radius of 250.00' feet and an arc length of 28.03' feet, being subtended by a chord of South 46 degrees 59 minutes 04 seconds East for a distance of 28.01' feet to a point;

THENCE South 39 degrees 48 minutes 14 seconds West for a distance of 328.73' feet to an EIP;

THENCE North 89 degrees 56 minutes 20 seconds West for a distance of 430.93' feet to an ERB, the point of beginning;

Together with and subject to covenants, easements and restrictions of record.

Said property contains 9.277 acres more or less.