

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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PRESENTED
FOR
REGISTRATION

MAR 29 4 17 PM '88

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHWOODS AT COULWOOD

CHARLES E. LOWNDES
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

THIS DECLARATION, made on the date hereinafter set forth by First Colony Group, Ltd., a North Carolina corporation, hereinafter referred to as "Declarant":

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Paw Creek Township, Mecklenburg County, North Carolina, which Declarant is developing as a residential development known as Northwoods at Coulwood, said property being described in Section 1 of Article II of this Declaration; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and community facilities within all portions of Northwoods at Coulwood and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of the common area, open spaces, subdivision entrances, landscaped islands located in the street rights-of-way located within Northwoods at Coulwood; and, in order to accomplish these objectives, deems it advisable to subject the real property described in Section 1 of Article II, together with such additional property in Northwoods at Coulwood as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Declarant deems it desirable in order to insure the efficient preservation, protection and enhancement of the values in Northwoods at Coulwood and the residents' enjoyment of the specific rights, privileges and easements in the community properties that an organization be created to which will be delegated and assigned the powers of maintaining Common Area and easement areas, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter imposed; and

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WHEREAS, Declarant has caused to be created for the purposes aforesaid, a North Carolina non-profit corporation under the name and style of Northwoods at Coulwood Homeowners Association, Inc.

NOW, THEREFORE, the Declarant declares that the real property described in Section 1 of Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property (except as provided in Article VI, Section 9 hereafter) and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

DRAWN BY: HORACK, TALLEY, PHARR & LOWNDES, P.A. (TWG)
1600 First Southeastern Center
Charlotte, NC 28284

MAIL TO: V. Hayden McMahon, Jr.
First Colony Group, Ltd.
P.O. Box 35549
Charlotte, NC 28235

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Northwoods at Coulwood Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and shall include those areas designated "Common Area" on any plat of the property described on Exhibit A attached hereto and duly recorded in the Mecklenburg County Public Registry in accordance with this Declaration, but shall not include all lots as hereinafter defined and all public streets shown thereon. "Common Area" shall also include all private streets, if any, shown on said plats as now recorded or shall be hereafter recorded in the Mecklenburg County Public Registry.

Section 5. "Maintenance Easement" shall mean and refer to any easement designated "Maintenance Easement" on any plat of the property described on Exhibit A attached hereto and duly recorded in the Mecklenburg County Public Registry in accordance with the provisions of this Declaration or any easement conveyed by Declarant to the Association and designated as a "Maintenance Easement" in the instrument of conveyance. The "Maintenance Easement" shall be in favor of the Association and shall be for the maintenance of the subdivision signs, fences, landscaping at the subdivision entrances, landscaped islands in the road rights-of-way and greenways.

Section 6. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties, with the exception of any streets, easements or Common Area shown on any recorded map. In the event any lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

Section 7. "Declarant" shall mean and refer to First Colony Group, Ltd. and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to First Colony Group, Ltd. shall be a Declarant during such period of time as said party is vested with title to two or more such lots so long as said lots are undeveloped, developed but unconveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association with voting rights as provided herein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Mecklenburg County, North Carolina and is more particularly described on Exhibit A attached to this Declaration and made a part hereof.

This property shall be herein referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional property may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following ways:

(a) Additional residential property (and common area), outside of the area described in the aforementioned Exhibit A may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the Association with the consent of the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A lots and at least two-thirds (2/3) of the votes appurtenant to all Class B lots, if any, as hereinafter defined in Article III, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homeowners' association, the properties, rights and obligations of the non-profit corporation with which it merges or consolidates. Any such merger or consolidation shall have the assent of the members as provided above in this subsection (a), and no such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

(b) The additions authorized under Subsection (a) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessment for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the lots. There shall be two classes of lots with respect to voting rights:

(a) Class A Lots. Class A lots shall be all lots except Class B lots as the same are hereinafter defined.

Each Class A lot shall entitle the Owner(s) of said lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine.

(b) Class B Lots. Class B lots shall be all lots owned by Declarant which have not been converted to Class A lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B lot owned by Declarant.

A Class B lot shall cease to exist and shall be converted to Class A lot when:

(1) The total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; provided, that the Class B lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B lots to Class A lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II, Section 2 hereof; or

(2) Seven years after the conveyance of the first lot, whichever event shall first occur.

When the Class B lots cease to exist and are converted to Class A lots, Declarant shall have the same voting rights as other owners of Class A lots.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easement and Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area initially and all future stages or sections of development, which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area and to limit the use of said facilities to Owners who occupy a residence on the Properties as their principal residence in Mecklenburg County, North Carolina, and to their families, tenants, contract purchasers, and guests, as provided in Section 2 of this Article IV.

(b) The right of the Association to suspend the voting rights and rights to the use of the recreational facilities of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class of Lots (Class A and Class B) agree to such dedication or transfer and signify their agreement by a signed and recorded written instrument, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements to public authorities or others for the installation and

maintenance of sewerage, utilities, and drainage facilities upon, over, under, and across the Common Area without the assent of the membership when, in the sole opinion of such Board, such easements do not interfere with the use and enjoyment of the Properties or are necessary for the convenient use and enjoyment of the Properties;

(d) The right of the Association, with the written assent of Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class of Lots (Class A and Class B), to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article IV may be exercised by members of the Owners' family who occupy the residence of the Owner within the Properties as their principal residence in Mecklenburg County, North Carolina.

(b) Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Mecklenburg County, North Carolina.

(c) Guests. Recreational facilities, if any, situated upon the Properties may be utilized by guests of Owners, tenants, or contract purchasers subject to the rules and regulations of the Association, as may be established by its Board of Directors, governing said use.

ARTICLE V

MAINTENANCE EASEMENTS

The Association, its successors and assigns, shall have a "Maintenance Easement" over those portions of the Lots designated "Maintenance Easements" on the recorded maps for Northwoods at Coulwood. Each Maintenance Easement shall be for the purpose of installation and maintenance of subdivision entrance signs, fences, and landscaping located within the Maintenance Easement Area. No fences, structures, driveways, plantings, swings or any other objects, temporary or permanent, shall be permitted in such areas other than those installed by Declarant without the Association's prior written approval. The Association shall at all times have the right of access for its employees, agents and subcontractors over each Maintenance Easement for the purpose of installing, maintaining, repairing and replacing the subdivision entrance signs and fences and for the purpose of landscaping, planting, mowing and maintaining the area within each Maintenance Easement. The Association shall also maintain the landscaped island located in the road right-of-way at the entrance to Northwoods at Coulwood from Mount Holly-Huntersville Road.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot in Use by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual

assessments or charges and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning such property at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessment charges are not the personal obligation upon such Owner's successors in title unless expressly assumed by the successors in title, the unpaid assessment charges continue to be a lien upon the property against which the assessment has been made.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties, the enforcement of these Covenants and the rules of the Association, and in particular for the improvement and maintenance of the Properties, including the Common Area, and providing the services and facilities devoted to this purpose and related to the use and enjoyment of any Maintenance Easements, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Without limiting the generality of the above-described purposes, the assessments levied by the Association may be used for the acquisition, construction, improvement (including landscaping and planting) and maintenance of the Maintenance Easement Areas and Common Area including the subdivision entrance signs, fences and landscaping in the Maintenance Easement Areas and landscaped islands in road rights-of-way.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall not be in excess of \$96.00 per Class A Lot and \$32.00 per Class B Lot, except as otherwise provided herein.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year, without a vote of the membership, but subject to the limitation that the percentage of any such increase shall not exceed 10% of the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased without limitation if such increase is approved by no less than two-thirds (2/3) of the votes appurtenant to each class of lots (Class A and Class B), cast in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum; provided, however, that the ratio of the assessment established for such Class A lot in any category shall always be three (3) to one (1); with the assessment with respect to any Class B

lot converted to Class A or reconverted from Class A to Class B to be prorated and charged according to its Class as of the date of each conversion and reversion.

(d) Any annual assessment established by the Board of Directors shall continue thereafter from year to year as the annual assessment until changed by said Board.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, replacement of and additions or improvements to capital improvement(s) upon the Common Area or any Maintenance Easement Areas, repayment of indebtedness and interest thereon, borrowing of funds to make Property comply with zoning ordinance(s), borrowing of money for capital improvement and pledging or mortgaging of Association Property as security for loans, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the members as provided in 3(b) of this Article and shall be in the ratio of three (3) to one (1) for Class A and Class B lots as provided in Section 3(c) of this Article.

Section 5. Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 6. Notice of Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for shall be given at least sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all of the votes appurtenant to each Class A lot and Class B lot shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Date; Certificate of Payment. The annual assessment provided for herein shall commence as to all recorded Lots on January 1, 1989 and on January 1 of each following year. The amount of the assessment for the year * shall be based on the status of the Lot (Class A or Class B) as of January 1 of each year. The first annual assessment shall be subject to the limit of the "maximum annual assessment" set forth in Section 3 of this Article and shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each lot and at least fifteen (15) days before January 1 of each year shall send written notice of each assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Notwithstanding Sections 1 and 7 hereof, the Declarant may, at its election, postpone, in whole or in part, the date on which the assessment shall commence provided that the Declarant maintains the Common Area and Maintenance Easement Areas for which no assessment is being collected during the period of such postponement.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a minimum rate of twelve (12%) percent per annum or at the rate established by the Board of Directors at the beginning of the fiscal year of the Association, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a lot. Sale or transfer of any lot shall not affect any assessment lien. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot 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 first mortgage or deed of trust.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

USE RESTRICTIONS

Section 1. Land Use. All lots shall be used for residential purposes only, except that the Declarant or its assigns may maintain models, sales offices and construction offices on the Properties.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes.

Section 4. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association.

ARTICLE VIII

EASEMENTS

Easements for installation and maintenance of driveway, walkway, parking area, water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility

installations are reserved as shown on the recorded plat. Further, easements ten (10) feet in width for such purposes are reserved over, under and through and along the rear lot lines of all lots shown on recorded plats, and easements five (5) feet in width for such purposes are reserved over, under and through and along all side lot lines of all lots shown on recorded plats, as well as temporary easements five (5) feet in width along the front lot lines for construction, maintenance and repair purposes. In the event it is determined that other and further easements are required over any lot or lots in locations not shown on the recorded plat and not along rear or side lot lines, such easements may be established by the Declarant, except that if any such easements are reserved or established after the conveyance of a lot or lots to be affected thereby, the written assent of the Owner or Owners of such lot or lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required. Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, delivery and maintenance of public utilities, or which may obstruct or change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

Declarant, its successors and assigns, hereby reserves and shall have temporary easements for itself, its agents and employees over all Common Area for the purpose of constructing residential dwellings and related improvements on the Properties, including completing development of the Properties.

ARTICLE IX

DECLARANT CONTRIBUTION AND RIGHTS

Section 1. Contribution. Upon the closing and sale of each Lot by First Colony Group, Ltd. to a Lot purchaser, First Colony Group, Ltd. shall contribute Three Hundred Dollars (\$300.00) to the Association. These funds shall be used exclusively for the improvement of the Common Area. Until seventy-five percent (75%) of the Lots are sold, Declarant shall have the right to use these funds for the above stated purpose. Once seventy-five percent (75%) of the Lots are sold, the Association shall thereafter have the use of said funds for the above stated purpose and all expenditures of said funds for the improvement of the Common Area shall be decided by a majority vote of the Members of the Association. If the Common Area is conveyed to a municipality or if no improvements to the Common Area are made within ten (10) years of the first Lot closing, then the funds remaining from these Declarant contributions shall cease to be restricted for Common Area improvements, and shall revert to the general fund of the Association.

Section 2. Conveyance of Common Area. After seventy-five percent (75%) of the Lots have been sold, the Association may deed all or any portion of the Common Area to a municipality if such conveyance is approved by a majority of the members of the Association.

Section 3. Common Area Maintenance. The Declarant shall maintain all Common Area, with funds from the annual assessments to be collected under Article VI, until seventy-five percent (75%) of the Lots have been sold. After seventy-five percent (75%) of the Lots have been sold, the Association shall assume responsibility for the maintenance of the Common Area, and shall reimburse Declarant for any expenses incurred by Declarant in the maintenance of the Common Area which exceeded the amount of annual assessments collected by Declarant.

Section 4. Control of Signs. Declarant shall have the right to place advertising signs for Northwoods at Coulwood on the Common Area until one hundred percent (100%) of the Lots have been sold.

ARTICLE X

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated or altered by a vote of seventy-five (75%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five year period by an instrument signed by the Owners of not less than ninety (90%) percent of the lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the lots. Any amendment must be properly recorded. For the purpose of this section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an "amendment."

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA insured mortgage loans, then as long as any Class B lot exists, as provided in Article III hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, other than as provided in Article II, Section 2 hereof, deeding of Common Area to persons other than the Association and amendment of this Declaration.

IN WITNESS WHEREOF, First Colony Group, Ltd. has caused this instrument to be executed this 24 day of March, 1988.

FIRST COLONY GROUP, LTD.

By:

V. Hyler Mcnaha, Jr.
President

ATTEST:
Cynthia B. McCray
Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 24 day of March, 1988, personally came before me V. Hayden McMahon, who, being by me duly sworn, says that he is the Vice President of First Colony Group, Ltd., that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given.

Victor H. von Noy
Notary Public

My Commission Expires: My Commission Expires September 1, 1992

U1-30C.TWG



EXHIBIT A

Lying and being in Paw Creek Township, Mecklenburg County, North Carolina, being more particularly described as follows:

TRACT I

BEGINNING at a P.K. nail located in the centerline of Mount Holly-Huntersville Road (S. R. 1666) said Beginning Point being also the northeasterly corner of the property of Steven R. Campbell (now or formerly) (see deed recorded in Book 4210, Page 792 of the Mecklenburg County Registry); thence from said Beginning Point with said centerline of Mount Holly-Huntersville Road North 63-40-55 East 389.70 feet to a P. K. nail; thence with two (2) lines of Linda Bryant McClure (now or formerly): (1) South 31-45-57 East 572.60 feet to an iron pine, (2) South 81-04-56 East 518.21 feet to an iron pin; thence North 81-21-43 East 403.97 feet to an aluminum pipe; thence South 54-49-28 East 1601.4 feet to a flat iron in the Floyd M. Reed, Jr. line; thence with one of Reed's lines South 10-35-07 West 385.51 feet to an iron rod; thence with two (2) lines from McClure Real Estate and Investments, Inc. (see deed recorded in Book 4789, Page 889 of the Mecklenburg County Registry): (1) South 53-18-44 West 503.10 feet to an iron pipe, (2) South 11-41-09 West 709.33 feet to an iron pin; thence South 33-30-34 West 262.41 feet to a point located in Long Creek; thence with Long Creek in two (2) calls as follows: (1) South 57-55-44 West 731.79 feet, (2) South 41-03-14 West 184.95 feet to a point; thence South 82-02-14 West 647.82 feet to an iron pin; thence with the rear lines of Lots 18 through 26 Pine Island Country Club (Map Book 14, Page 267 in the Mecklenburg County Registry) North 73-23-53 West 1596.48 feet to an iron pin in the easterly margin of the right-of-way of South Ford Road; thence with the rear lines of Lots 17 through 14 of Pine Island Country Club (Map Book 14, Page 265 of the Mecklenburg County Registry) North 19-20-16 East 606.95 feet to a point; thence with two (2) lines of Carmen V. Burke (see deed recorded in Deed Book 2044, Page 465 of the Mecklenburg County Registry): (1) North 0-14-38 East 444.91 feet to an iron pipe, (2) South 61-43-06 West 445.28 feet to a Hickory tree; thence with two (2) lines of Robert D. Kimbrell (see deed recorded in Book 2667, Page 347 in the Mecklenburg County Registry): (1) North 30-25-31 East 1000.11 feet to a 20" cedar tree, (2) North 38-03-47 West 650.14 feet to an iron pin; thence North 64-12-01 East 883.64 feet to an iron pipe; thence with three (3) lines of Steven R. Campbell described in a deed recorded in Deed Book 4210, page 792 in the Mecklenburg County Registry: (1) South 41-25-23 East 253.70 feet to an iron pin, (2) North 54-42-27 East 200.16 feet to an iron pin, (3) North 24-36-30 West 571.65 feet to the Point or Place of Beginning and containing 202.177 acres all of them shown on a boundary survey titled "First Colony Group, Ltd." dated March 2, 1987 (last revised March 17, 1988) prepared by Edward L. Killough, N.C.R.L.S., to which survey reference is made for a more particular description of the property.

TRACT II

BEGINNING at a iron rod, said iron rod marking the south-westerly corner of the Floyd M. Reid, Jr. (now or formerly) property (See Deed Book 4260, Page 21 in the Mecklenburg County Registry); thence from said beginning point with two lines of McClure Real Estate and Investments, Inc. as follows: (1) South 10-35-07 West 290.73 feet to a point; and (2) South 34-50-06 West 864.31 feet to an iron pin; thence with two lines of First Colony Group, Ltd. as follows: (1) North 11-41-09 East 709.33 feet to an iron pipe; and (2) North 53-18-44 East 503.10 feet to the point or place of Beginning and containing 3.906 acres all as shown on the boundary survey entitled "3.906

Acres" prepared by Edward L. Killough, Registered Surveyor,
dated March 3, 1988 to which survey reference is made for a
more particular description of the property.

U1-27C.TWG

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Victoria H. von T. Napp

a Notar(y) (ies) Public (is) (are) certified to be correct.

This 29th day of March 19 88.

Charles E. Crowder, Register of Deeds

By: Colleen J. Gough Deputy

PRESENTED
FOR
REGISTRATION

MAR 29 4 18 PM '88

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTHWOODS AT COULWOOD

378

CHAR. REGISTER
RECEIVED
MECKLENBURG

THIS SUPPLEMENTARY DECLARATION made this the 24th day
of March, 1988, by First Colony Group, Ltd., a
North Carolina corporation, hereinafter referred to as
"Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property
shown on the map of Northwoods at Coulwood recorded in Map
Book 22 at Page 219 in the Office of the Register of
Deeds for Mecklenburg County, North Carolina, and desires to
create thereon an exclusive residential community to be
known as "Northwoods at Coulwood"; and

WHEREAS, by Declaration of Covenants, Conditions and
Restrictions recorded in Book 5728 at Page 842 in said
Office of the Register of Deeds, the exclusive residential
community of Northwoods at Coulwood was created and certain
general covenants, conditions and restrictions were thereby
imposed upon Northwoods at Coulwood as shown on the map
hereinabove referred to; and

WHEREAS, Declarant has incorporated under the laws of
the State of North Carolina, as a non-profit corporation,
Northwoods at Coulwood Homeowners Association, Inc., for the
purpose of maintaining the attractiveness of the lots,
common area and facilities and easement areas within
Northwoods at Coulwood, and for the purpose of preserving,
protecting and enhancing the values and amenities of proper-
ty located within these two communities, and for enforcing
these covenants, conditions and restrictions and the
hereinabove referred to general covenants, conditions and
restrictions; and

WHEREAS, Declarant has deemed it advisable to place and
impose certain conditions and restrictions upon the single-
family lots shown on the above-referenced recorded map for
the use and benefit of Declarant, its successors and as-
signs, and all subsequent owners of said lots.

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<> 14.00
14.00

NOW, THEREFORE, Declarant by this Supplementary Decla-
ration of Covenants, Conditions and Restrictions, does
hereby place and impose on all of the lots shown on map of
Northwoods at Coulwood recorded in Map Book 22 at Page
219 in said Registry, the following conditions and restric-
tions:

1. All lots shall be used for residential purposes
only and no building shall be erected, placed or permitted
to remain on any lot other than one single-family dwelling
not to exceed two and one-half stories in height above
ground, and a private garage or carport for not more than
four cars.

2. No fence or wall shall be erected on any building
lot closer to any street line than the building setback
lines shown upon the recorded map, except as provided in
Paragraph 5 hereof. Chain link or other metal fencing is
not permitted, except that 2" x 4" mesh may be used with
split rail fencing to contain animals within the yard.
Perimeter fencing shall not have more than fifty (50%)
percent of any of its surface closed as viewed from a point
on a line of sight perpendicular to the line formed by the
line of the fence. A wall constructed of brick or stone
masonry and used in lieu of a fence is exempt from the
openness test. Fencing of a more solid or privacy nature

DRAWN BY: HORACK, TALLEY, PHARR & LOWNDES, P.A. (TWG)
1600 First Southeastern Center
Charlotte, NC 28284

MAIL TO: V. Hayden McMahon, Jr.
First Colony Group, Ltd.
P.O. Box 35549
Charlotte, NC 28235

may be used around patios, wood decks, or pools as privacy screens. The fencing restrictions in this paragraph and paragraph 5 hereof shall not be applicable to model homes owned by builders.

3. No dwelling erected on any lot shall cost less than Thirty Thousand and No/100 Dollars (\$30,000.00) Dollars based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

4. Single-family dwellings shall contain not less than a minimum of 950 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space.

5. No building shall be located nearer than 6 feet on one side and 8 feet on the other side of an interior lot line except that detached garages or carports located on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, no structure shall be erected on any easement described within this Supplementary Declaration. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Supplementary Declaration. No solid fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted within the building setback lines shown on the recorded maps.

Any area designated as "Maintenance Easement" or "Common Area" on any map of Northwoods at Coulwood hereinafter recorded or any Maintenance Easement conveyed to the Northwoods at Coulwood Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration recorded in Book 5728 at Page 842 in the Mecklenburg Public Registry and the Maintenance Easement Area and Common Area shall be used solely for the purposes set forth in said Declaration.

6. Declarant reserves the right but shall not be obligated to waive in writing any violation of the designated and approved building location line or either side lot line, horizontal measurement only, provided that such violation does not exceed 10% of the applicable requirements and the violation thereof was unintentional.

7. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of Declarant.

8. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

9. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such manner as to be seen from any other lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the lot not improved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

10. No septic tanks shall be installed, used or maintained on any lot. No wells shall be installed, used, or maintained on any lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which furnish domestic water from sources beyond the boundaries of the lot.

11. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of dogs, cats, etc., shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

12. Any single-family dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts, and on corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

13. No signboards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

14. No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No metal carports, metal garages, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot, except that one metal utility building may be located in the rear quarter of a lot directly behind a residence.

16. (a) Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities including water, sanitary sewage service and storm water drainage facilities.

(b) Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 16(a) above.

17. Garbage cans shall be kept in a location outside the front yard or side yard set back from a public street. In the event of curbside trash and/or garbage pickup, trash

and/or garbage cans may be moved to the street on the night before the scheduled pickup but all garbage cans must be moved from the street the night of the scheduled pickup.

18. No freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding fifteen (15) feet in height above the roofline of the residence and dishes or disks not exceeding four (4) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

19. Any driveway constructed in, or or upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

20. In the event any home or structure within this subdivision is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage or destruction.

21. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or similar garbage and trash removal units.

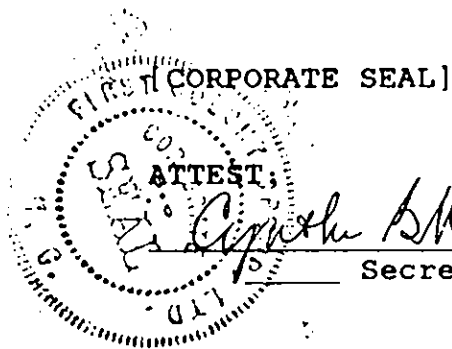
22. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered agreeing to change said covenants in whole or in part.

23. These covenants may be enforced by Declarant or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

24. Invalidity of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

25. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision maps hereinbefore referred to.

IN WITNESS WHEREOF, First Colony Group, Ltd. has caused
this instrument to be executed this the 24 day of
March, 1988.



FIRST COLONY GROUP, LTD.

By: V. Hayden McMahon Jr
President

Secretary

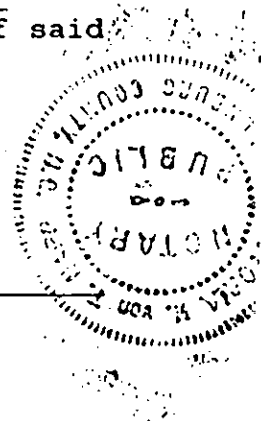
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 24 day of March, 1988, personally
came before me V. Hayden McMahon Jr, who, being by
me duly sworn, says that he is the Vice President of
First Colony Group, Ltd., that the seal affixed to the
foregoing instrument in writing is the corporate seal of the
said corporation, and that said writing was signed and
sealed by him in behalf of said corporation by its authority
duly given. And the said V. Hayden McMahon Jr
acknowledged the said writing to be the act and deed of said
corporation.

WITNESS my hand and seal this 24 day of
March, 1988.

Victoria H. von T. Napp
Notary Public



My Commission Expires: My Commission Expires September 1, 1992

U1-32C.TWG

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Victoria H. von T. Napp

a Notar(y) (ies) Public (is) (are) certified to be correct.

This 29th day of March 19 88

Charles E. Crowder, Register of Deeds

By: Colleen J. Hough Deputy

PRESENTED
FOR
REGISTRATION

AUG 4 3 10 PM '88

CHARLES E. HOWE
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

SUPPLEMENTARY DECLARATION
OF

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTHWOODS AT COULWOOD

MAP IV
COPY

THIS SUPPLEMENTARY DECLARATION made this the 4 day of August, 1988, by First Colony Group, Ltd., a North Carolina corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property shown on map of Northwoods at Coulwood recorded in Map Book 22 at Page 550 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and desires to create thereon an exclusive residential community to be known as "Northwoods at Coulwood"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 5728 at Page 842 in said Office of the Register of Deeds, the exclusive residential community of Northwoods at Coulwood was created and certain general covenants, conditions and restrictions were thereby imposed upon Northwoods at Coulwood as shown on the map hereinabove referred to; and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, as a non-profit corporation, Northwoods at Coulwood Homeowners Association, Inc., for the purpose of maintaining the attractiveness of the lots, common area and facilities and easement areas within Northwoods at Coulwood, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within these two communities, and for enforcing these covenants, conditions and restrictions and the hereinabove referred to general covenants, conditions and restrictions; and

WHEREAS, Declarant has deemed it advisable to place and impose certain conditions and restrictions upon the single-family lots shown on the above-referenced recorded map for the use and benefit of Declarant, its successors and assigns, and all subsequent owners of said lots.

NOW, THEREFORE, Declarant by this Supplementary Declaration of Covenants, Conditions and Restrictions, does hereby place and impose on all of the lots shown on map of Northwoods at Coulwood recorded in Map Book 22 at Page 550 in said Registry, the following conditions and restrictions:

1. All lots shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height above ground, and a private garage or carport for not more than four cars.

2. No fence or wall shall be erected on any building lot closer to any street line than the building setback lines shown upon the recorded map, except as provided in Paragraph 5 hereof. Chain link or other metal fencing is not permitted, except that 2" x 4" mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than fifty (50%) percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy

screens. The fencing restrictions in this paragraph and paragraph 5 hereof shall not be applicable to model homes owned by builders.

3. No dwelling erected on any lot shall cost less than Thirty Thousand and No/100 Dollars (\$30,000.00) Dollars based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

4. Single-family dwellings shall contain not less than a minimum of 950 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space.

5. No building shall be located nearer than 10 feet on one side and 10 feet on the other side of an interior lot line except that detached garages or carports located on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, no structure shall be erected on any easement described within this Supplementary Declaration. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Supplementary Declaration. No solid fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted within the building setback lines shown on the recorded maps.

Any area designated as "Maintenance Easement" or "Common Area" on any map of Northwoods at Coulwood hereinafter recorded or any Maintenance Easement conveyed to the Northwoods at Coulwood Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration recorded in Book 5728 at Page 842 in the Mecklenburg Public Registry and the Maintenance Easement Area and Common Area shall be used solely for the purposes set forth in said Declaration.

6. Declarant reserves the right but shall not be obligated to waive in writing any violation of the designated and approved building location line or either side lot line, horizontal measurement only, provided that such violation does not exceed 10% of the applicable requirements and the violation thereof was unintentional.

7. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of Declarant.

8. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

9. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot within this

subdivision in such manner as to be seen from any other lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the lot not improved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

10. No septic tanks shall be installed, used or maintained on any lot. No wells shall be installed, used, or maintained on any lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which furnish domestic water from sources beyond the boundaries of the lot.

11. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of dogs, cats, etc., shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

12. Any single-family dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts, and on corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

13. No signboards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

14. No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No metal carports, metal garages, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot, except that one metal utility building may be located in the rear quarter of a lot directly behind a residence.

16. (a) Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities including water, sanitary sewage service and storm water drainage facilities.

(b) Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 16(a) above.

17. Garbage cans shall be kept in a location outside the front yard or side yard set back from a public street. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night

before the scheduled pickup but all garbage cans must be moved from the street the night of the scheduled pickup.

18. No freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding fifteen (15) feet in height above the roofline of the residence and dishes or disks not exceeding four (4) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

19. Any driveway constructed in, or or upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

20. In the event any home or structure within this subdivision is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage or destruction.

21. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or similar garbage and trash removal units.

22. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered agreeing to change said covenants in whole or in part.

23. These covenants may be enforced by Declarant or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

24. Invalidity of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

25. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision maps hereinbefore referred to.

IN WITNESS WHEREOF, First Colony Group, Ltd. has caused this instrument to be executed this the 4 day of August, 1988.

[CORPORATE SEAL]

FIRST COLONY GROUP, LTD.

ATTEST:

Cynthia B. Kelley
Secretary

By: V. Hayden McMahon, Jr.
President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 4 day of August, 1988, personally came before me V. Hayden McMahon, Jr., who, being by me duly sworn, says that he is the vice President of First Colony Group, Ltd., that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said V. Hayden McMahon, Jr. acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and seal this 4 day of August, 1988.

Victoria H. van T. Nagel
Notary Public

My Commission Expires: 9/1/92

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SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTHWOODS AT COULWOOD

THIS SUPPLEMENTARY DECLARATION made this 1st day of October, 1988, by First Colony Group, Ltd., a Carolina corporation, hereinafter referred to as "Declarant";

PRESENTED FOR
REGISTRATION
88 OCT 27 PM 1:19
CHARLES E. CROWDER
REGISTERED CLERK OF DEEDS
MECKLENBURG CO., N.C.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property shown on map of Northwoods at Coulwood recorded in Map Book 22 at Page 717 and Map Book 22 at Page 729 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and desires to create thereon an exclusive residential community to be known as "Northwoods at Coulwood"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 5728 at Page 842 in said Office of the Register of Deeds as subsequently amended, the exclusive residential community of Northwoods at Coulwood was created and certain general covenants, conditions and restrictions were thereby imposed upon Northwoods at Coulwood as shown on the map hereinabove referred to; and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, as a non-profit corporation, Northwoods at Coulwood Homeowners Association, Inc., for the purpose of maintaining the attractiveness of the lots, common area and facilities and easement areas within Northwoods at Coulwood, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within these two communities, and for enforcing these covenants, conditions and restrictions and the hereinabove referred to general covenants, conditions and restrictions; and

WHEREAS, Declarant has deemed it advisable to place and impose certain conditions and restrictions upon the single-family lots shown on the above-referenced recorded map for the use and benefit of Declarant, its successors and assigns, and all subsequent owners of said lots.

NOW, THEREFORE, Declarant by this Supplementary Declaration of Covenants, Conditions and Restrictions, does hereby place and impose on all of the lots shown on map of Northwoods at Coulwood recorded in Map Book 22 at Page 717 and Map Book 22 at Page 729 in said Registry, the following conditions and restrictions:

1. All lots shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height above ground, and a private garage or carport for not more than four cars.

2. No fence or wall shall be erected on any building lot closer to any street line than the building setback lines shown upon the recorded map, except as provided in Paragraph 5 hereof. Chain link or other metal fencing is not permitted, except that 2" x 4" mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than fifty (50%) percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature

14.00
14.00
14.00

V. Hayden McVahon
First Colony Group, Ltd.
PO Box 35549
Charlotte, North Carolina 28224

Mail to:

Horack, Talley, Pharr & Lowndes
112 S. Tryon Street
Ste 1600
Charlotte, North Carolina 28284

Drawn by:

10/27/88

may be used around patios, wood decks, or pools as privacy screens. The fencing restrictions in this paragraph and paragraph 5 hereof shall not be applicable to model homes owned by builders.

3. No dwelling erected on any lot shall cost less than Thirty Thousand and No/100 Dollars (\$30,000.00) Dollars based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

4. Single-family dwellings shall contain not less than a minimum of 950 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space.

5. No building shall be located nearer than 10 feet on one side and 10 feet on the other side of an interior lot line except that detached garages or carports located on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, no structure shall be erected on any easement described within this Supplementary Declaration. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Supplementary Declaration. No solid fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted within the building setback lines shown on the recorded maps.

Any area designated as "Maintenance Easement" or "Common Area" on any map of Northwoods at Coulwood hereinafter recorded or any Maintenance Easement conveyed to the Northwoods at Coulwood Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration recorded in Book 5728 at Page 842 in the Mecklenburg Public Registry as amended and the Maintenance Easement Area and Common Area shall be used solely for the purposes set forth in said Declaration.

6. Declarant reserves the right but shall not be obligated to waive in writing any violation of the designated and approved building location line or either side lot line, horizontal measurement only, provided that such violation does not exceed 10% of the applicable requirements and the violation thereof was unintentional.

7. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of Declarant.

8. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

9. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such manner as to be seen from any other lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the lot not improved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

10. No septic tanks shall be installed, used or maintained on any lot. No wells shall be installed, used, or maintained on any lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which furnish domestic water from sources beyond the boundaries of the lot.

11. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of dogs, cats, etc., shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

12. Any single-family dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts, and on corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

13. No signboards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

14. No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No metal carports, metal garages, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot, except that one metal utility building may be located in the rear quarter of a lot directly behind a residence.

16. (a) Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities including water, sanitary sewage service and storm water drainage facilities.

(b) Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 16(a) above.

17. Garbage cans shall be kept in a location outside the front yard or side yard set back from a public street. In the event of curbside trash and/or garbage pickup, trash

and/or garbage cans may be moved to the street on the night before the scheduled pickup but all garbage cans must be moved from the street the night of the scheduled pickup.

18. No freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding fifteen (15) feet in height above the roofline of the residence and dishes or disks not exceeding four (4) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

19. Any driveway constructed in, or or upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

20. In the event any home or structure within this subdivision is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage or destruction.

21. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or similar garbage and trash removal units.

22. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered agreeing to change said covenants in whole or in part.

23. These covenants may be enforced by Declarant or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

24. Invalidation of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

25. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision maps hereinbefore referred to.

IN WITNESS WHEREOF, First Colony Group, Ltd. has caused this instrument to be executed this the _____ day of October, 1988.

[CORPORATE SEAL]

ATTEST:

[Signature]
Secretary

FIRST COLONY GROUP, LTD.

By:

V. Hayden McMahon
President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 26 day of October, 1988, personally came before me V. Hayden McMahon, who, being by me duly sworn, says that he is the Vice President of FIRST COLONY GROUP, LTD., that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said V. Hayden McMahon acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and seal this 26 day of October, 1988.



Victoria H. von T. Napp
Notary Public

My Commission Expires: Sept 1, 1992

U1-21B.LMW

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Victoria H. von T. Napp

a Notar(y) (ies) Public (is) (are) certified to be correct.

This 27th day of October 19 88.

Charles E. Crowder, Register of Deeds

By: *[Signature]* Deputy

PRESENTED
FOR
REGISTRATION

5884 0215

OCT 19 9 51 AM '88

SUPPLEMENTARY DECLARATION
OF

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTHWOODS AT COULWOOD

31

CHARLES F. CROWDER
REGISTER OF DEEDS
MECKLENBURG COUNTY, N.C.

THIS SUPPLEMENTARY DECLARATION made this the 18 day
of October, 1988, by First Colony Group, Ltd., a North
Carolina corporation, hereinafter referred to as

"Declarant";

000 8665# 28:11

W I T N E S S E T H:

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WHEREAS, Declarant is the owner of the real property
shown on map of Northwoods at Coulwood recorded in Map Book
22 at Page 708 in the Office of the Register of Deeds for
Mecklenburg County, North Carolina, and desires to create
thereon an exclusive residential community to be known as
"Northwoods at Coulwood"; and

WHEREAS, by Declaration of Covenants, Conditions and
Restrictions recorded in Book 5728 at Page 842 in said
Office of the Register of Deeds as subsequently amended, the
exclusive residential community of Northwoods at Coulwood
was created and certain general covenants, conditions and
restrictions were thereby imposed upon Northwoods at
Coulwood as shown on the map hereinabove referred to; and

WHEREAS, Declarant has incorporated under the laws of
the State of North Carolina, as a non-profit corporation,
Northwoods at Coulwood Homeowners Association, Inc., for the
purpose of maintaining the attractiveness of the lots,
common area and facilities and easement areas within
Northwoods at Coulwood, and for the purpose of preserving,
protecting and enhancing the values and amenities of proper-
ty located within these two communities, and for enforcing
these covenants, conditions and restrictions and the
hereinabove referred to general covenants, conditions and
restrictions; and

WHEREAS, Declarant has deemed it advisable to place and
impose certain conditions and restrictions upon the single-
family lots shown on the above-referenced recorded map for
the use and benefit of Declarant, its successors and as-
signs, and all subsequent owners of said lots.

NOW, THEREFORE, Declarant by this Supplementary Decla-
ration of Covenants, Conditions and Restrictions, does
hereby place and impose on all of the lots shown on map of
Northwoods at Coulwood recorded in Map Book 22 at Page 708
in said Registry, the following conditions and restrictions:

1. All lots shall be used for residential purposes
only and no building shall be erected, placed or permitted
to remain on any lot other than one single-family dwelling
not to exceed two and one-half stories in height above
ground, and a private garage or carport for not more than
four cars.

2. No fence or wall shall be erected on any building
lot closer to any street line than the building setback
lines shown upon the recorded map, except as provided in
Paragraph 5 hereof. Chain link or other metal fencing is
not permitted, except that 2" x 4" mesh may be used with
split rail fencing to contain animals within the yard.
Perimeter fencing shall not have more than fifty (50%)
percent of any of its surface closed as viewed from a point
on a line of sight perpendicular to the line formed by the
line of the fence. A wall constructed of brick or stone
masonry and used in lieu of a fence is exempt from the
openness test. Fencing of a more solid or privacy nature
may be used around patios, wood decks, or pools as privacy

Mail to: V. Hayden McMahon, Jr.
First Colony Group, Ltd.
PO Box 35549
Charlotte, NC 28235

Drawn By: Horack, Talley, Pharr & Lowndes
112 S. Tryon St.
Ste. 1600
Charlotte, NC 28284

screens. The fencing restrictions in this paragraph and paragraph 5 hereof shall not be applicable to model homes owned by builders.

3. No dwelling erected on any lot shall cost less than Thirty Thousand and No/100 Dollars (\$30,000.00) Dollars based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

4. Single-family dwellings shall contain not less than a minimum of 950 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space.

5. No building shall be located nearer than 10 feet on one side and 10 feet on the other side of an interior lot line except that detached garages or carports located on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, no structure shall be erected on any easement described within this Supplementary Declaration. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Supplementary Declaration. No solid fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted within the building setback lines shown on the recorded maps.

Any area designated as "Maintenance Easement" or "Common Area" on any map of Northwoods at Coulwood hereinafter recorded or any Maintenance Easement conveyed to the Northwoods at Coulwood Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration recorded in Book 5728 at Page 842 in the Mecklenburg Public Registry as amended and the Maintenance Easement Area and Common Area shall be used solely for the purposes set forth in said Declaration.

6. Declarant reserves the right but shall not be obligated to waive in writing any violation of the designated and approved building location line or either side lot line, horizontal measurement only, provided that such violation does not exceed 10% of the applicable requirements and the violation thereof was unintentional.

7. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of Declarant.

8. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

9. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such manner as to be seen from any other lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the lot not improved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

10. No septic tanks shall be installed, used or maintained on any lot. No wells shall be installed, used, or maintained on any lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which furnish domestic water from sources beyond the boundaries of the lot.

11. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of dogs, cats, etc., shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

12. Any single-family dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts, and on corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

13. No signboards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

14. No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No metal carports, metal garages, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot, except that one metal utility building may be located in the rear quarter of a lot directly behind a residence.

16. (a) Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities including water, sanitary sewage service and storm water drainage facilities.

(b) Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 16(a) above.

17. Garbage cans shall be kept in a location outside the front yard or side yard set back from a public street. In the event of curbside trash and/or garbage pickup, trash

and/or garbage cans may be moved to the street on the night before the scheduled pickup but all garbage cans must be moved from the street the night of the scheduled pickup.

18. No freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding fifteen (15) feet in height above the roofline of the residence and dishes or disks not exceeding four (4) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

19. Any driveway constructed in, or or upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

20. In the event any home or structure within this subdivision is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage or destruction.

21. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or similar garbage and trash removal units.

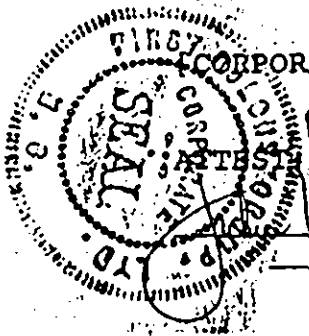
22. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered agreeing to change said covenants in whole or in part.

23. These covenants may be enforced by Declarant or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

24. Invalidation of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

25. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision maps hereinbefore referred to.

IN WITNESS WHEREOF, First Colony Group, Ltd. has caused
this instrument to be executed this the 18 day of
October, 1988.



[CORPORATE SEAL]

FIRST COLONY GROUP, LTD.

By: V. Hayden McMahon
President

[Signature]
Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 18 day of October, 1988, personally
came before me V. Hayden McMahon, Jr., who, being by
me duly sworn, says that he is the Vice President of
FIRST COLONY GROUP, LTD., that the seal affixed to the
foregoing instrument in writing is the corporate seal of the
said corporation, and that said writing was signed and
sealed by him in behalf of said corporation by its authority
duly given. And the said V. Hayden McMahon, Jr.
acknowledged the said writing to be the act and deed of said
corporation.

- WITNESS my hand and seal this 18 day of
October, 1988.



Victoria H. von T. Napp
Notary Public

Commission Expires:

Sept. 1, 1992

U1-18B.LMW

State of North Carolina, County of Mecklenburg

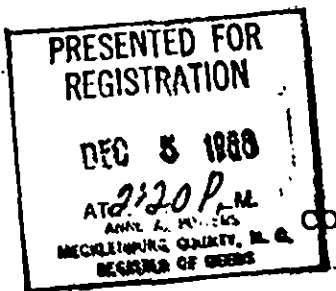
The foregoing certificate(s) of Victoria H. von T. Napp

a Notar(y) (ies) Public (is) (are) certified to be correct.

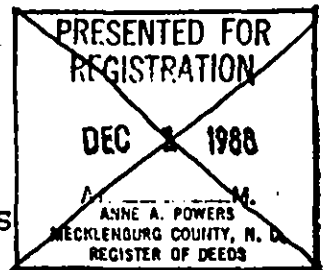
This 19th day of October 19 88.

Charles E. Crowder, Register of Deeds

By: [Signature] Deputy



SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTHWOODS AT COULWOOD



THIS SUPPLEMENTARY DECLARATION made this the 5th day of December, 1988, by First Colony Group, Ltd., a North Carolina corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property shown on map of Northwoods at Coulwood recorded in Map Book 22 at Page 794 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and desires to create thereon an exclusive residential community to be known as "Northwoods at Coulwood"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 5728 at Page 842 in said Office of the Register of Deeds as subsequently amended, the exclusive residential community of Northwoods at Coulwood was created and certain general covenants, conditions and restrictions were thereby imposed upon Northwoods at Coulwood as shown on the map hereinabove referred to; and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, as a non-profit corporation, Northwoods at Coulwood Homeowners Association, Inc., for the purpose of maintaining the attractiveness of the lots, common area and facilities and easement areas within Northwoods at Coulwood, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within these two communities, and for enforcing these covenants, conditions and restrictions and the hereinabove referred to general covenants, conditions and restrictions; and

WHEREAS, Declarant has deemed it advisable to place and impose certain conditions and restrictions upon the single-family lots shown on the above-referenced recorded map for the use and benefit of Declarant, its successors and assigns, and all subsequent owners of said lots.

NOW, THEREFORE, Declarant by this Supplementary Declaration of Covenants, Conditions and Restrictions, does hereby place and impose on all of the lots shown on map of Northwoods at Coulwood recorded in Map Book 22 at Page 794 in said Registry, the following conditions and restrictions:

1. All lots shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height above ground, and a private garage or carport for not more than four cars.

2. No fence or wall shall be erected on any building lot closer to any street line than the building setback lines shown upon the recorded map, except as provided in Paragraph 5 hereof. Chain link or other metal fencing is not permitted, except that 2" x 4" mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than fifty (50%) percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy

14.
14.
14.

Drawn By: Horack, Talley, Pharr & Lowndes
Mail To: First Colony Group, Ltd.
PO Box 35549
Charlotte, NC 28235

screens. The fencing restrictions in this paragraph and paragraph 5 hereof shall not be applicable to model homes owned by builders.

3. No dwelling erected on any lot shall cost less than Thirty Thousand and No/100 Dollars (\$30,000.00) Dollars based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

4. Single-family dwellings shall contain not less than a minimum of 950 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space.

5. No building shall be located nearer than 10 feet on one side and 10 feet on the other side of an interior lot line except that detached garages or carports located on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, no structure shall be erected on any easement described within this Supplementary Declaration. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Supplementary Declaration. No solid fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted within the building setback lines shown on the recorded maps.

Any area designated as "Maintenance Easement" or "Common Area" on any map of Northwoods at Coulwood hereinafter recorded or any Maintenance Easement conveyed to the Northwoods at Coulwood Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration recorded in Book 5728 at Page 842 in the Mecklenburg Public Registry as amended and the Maintenance Easement Area and Common Area shall be used solely for the purposes set forth in said Declaration.

6. Declarant reserves the right but shall not be obligated to waive in writing any violation of the designated and approved building location line or either side lot line, horizontal measurement only, provided that such violation does not exceed 10% of the applicable requirements and the violation thereof was unintentional.

7. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of Declarant.

8. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

9. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such manner as to be seen from any other lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the lot not improved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

10. No septic tanks shall be installed, used or maintained on any lot. No wells shall be installed, used, or maintained on any lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which furnish domestic water from sources beyond the boundaries of the lot.

11. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of dogs, cats, etc., shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

12. Any single-family dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts, and on corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

13. No signboards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

14. No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No metal carports, metal garages, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot, except that one metal utility building may be located in the rear quarter of a lot directly behind a residence.

16. (a) Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities including water, sanitary sewage service and storm water drainage facilities.

(b) Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 16(a) above.

17. Garbage cans shall be kept in a location outside the front yard or side yard set back from a public street. In the event of curbside trash and/or garbage pickup, trash

and/or garbage cans may be moved to the street on the night before the scheduled pickup but all garbage cans must be moved from the street the night of the scheduled pickup.

18. No freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding fifteen (15) feet in height above the roofline of the residence and dishes or disks not exceeding four (4) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

19. Any driveway constructed in, or or upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

20. In the event any home or structure within this subdivision is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage or destruction.

21. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or similar garbage and trash removal units.

22. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered agreeing to change said covenants in whole or in part.

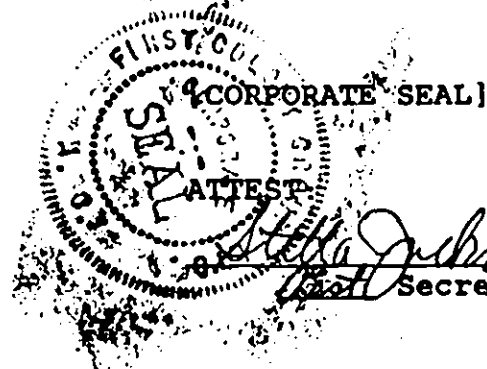
23. These covenants may be enforced by Declarant or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

24. Invalidation of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

25. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision maps hereinbefore referred to.

5919 0018

IN WITNESS WHEREOF, First Colony Group, Ltd. has caused
this instrument to be executed this the 5th day of
December, 1988.



FIRST COLONY GROUP, LTD.

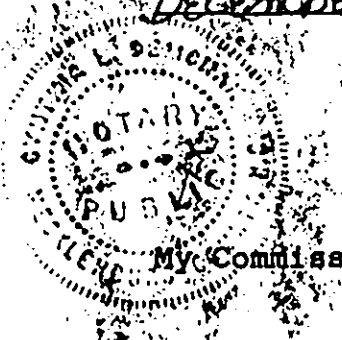
By: V. Hayden McMahon, Jr.
Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 5 day of December, 1988, personally
came before me V. Hayden McMahon, Jr., who, being by
me duly sworn, says that he is the Vice President of
FIRST COLONY GROUP, LTD., that the seal affixed to the
foregoing instrument in writing is the corporate seal of the
said corporation, and that said writing was signed and
sealed by him in behalf of said corporation by its authority
duly given. And the said Assistant Secretary, V.P.
acknowledged the said writing to be the act and deed of said
corporation.

WITNESS my hand and seal this 5 day of
December, 1988.



Cynthia L. Demchak
Notary Public

My Commission Expires: 11/1/90 Commission Expires September 1, 1990

U1-21B.LMW

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Cynthia L. Demchak

a Notar(y) (ies) Public (is) (are) certified to be correct.

This 5th day of December 19 88

Anne A. Powers
Charles E. Powers, Register of Deeds

By: W. A. Dole Deputy

47 FG: 0531/05 \$10043 18.00

7/22/99 10:31AM AINE A. POWERS REGISTER OF DEEDS MECK. CO. N.C.

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CO.	FCG
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FAX	
DEPT.	
CELL	
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2. Every Lot shown on the aforesaid map of Northwoods at Coulwood recorded in Map Book 24 at Page 442 and revised in Map Book 24 at Page 935 in said Registry conveyed by Declarant to a lot purchaser shall be subject to Swim Club assessments and the obligation to pay such assessments cannot be separated from ownership of any said lot unless otherwise provided for herein. The Association shall have the right to charge reasonable admission and other fees for the use of the Northwoods at Coulwood Swim Club, such fees to be determined by the Board of Directors of the Association. The Board of Directors of the Association shall have the right to limit the use of the Swim Club to owners of lots in Northwoods at Coulwood, their families and guests, and to allow the general public to become Swim Club members. Swim Club members shall be those persons, other than the lot owners or Declarant, who shall contract with the Association to use the Swim Club for a fee that shall be determined by the Board of Directors of the Association. The Association shall also have the right to suspend the voting rights of an owner for any period during which any Swim Club assessment against his lot remains unpaid or for any infraction of the Association's published rules and regulations, if any, regarding use of the Swim Club.

The Swim Club assessments levied by the Association shall be used to provide funds for the maintenance, upkeep, landscaping, repair, and replacement of the equipment for the Swim Club, for the payment of taxes assessed against such Common Area, for the payment of insurance related to such Common Area, for the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, for the employment of personnel, lifeguards and security, and for any other purpose which the Board of Directors of the Association deems appropriate and necessary to operate and maintain the Swim Club.

In order to secure payment of the Swim Club assessments, such charges as may be levied by the Association against any lot, together with interest, costs of collection, and reasonable attorney's fees, shall be a continuing lien upon the lot against which each such assessment or charge is made. The Swim Club assessments shall not apply to the Common Area, or to any lot the title to which is vested in Declarant, in any first mortgagee subsequent to foreclosure, in the Secretary of Housing and Urban Development, in the Administrator of Veteran Affairs or any other state or federal government agency which acquires title by reason of such agency's guarantee or insurance of a foreclosed mortgage loan; provided, however, that upon the resale of such lot by such first mortgagee or such governmental agency the Swim Club assessments shall again accrue against such lot. Any lot which Declarant may hereafter designate for common use as part of the Common Area shall also be exempt as well as land granted to or used by a utility company or local public authority.

3. No fence or wall shall be erected on any building lot closer to any street line than the building setback lines shown upon the recorded map, except as provided in Paragraph 5 hereof. Chain link or other metal fencing is not permitted, except that 2" x 4" mesh may be used with split rail fencing to contain animals within the yard and chain link or other metal fencing may be used within the Common Area as permitted by the Board of Directors of the Association. Perimeter fencing on any Lot shall not have more than fifty (50%) percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens. The fencing restrictions in this paragraph and paragraph 5 hereof shall not be applicable to model homes owned by builders or Common Area owned by the Association.

4. No dwelling erected on any lot shall cost less than Forty Thousand and 00/100 Dollars (\$40,000.00) Dollars based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all

dwelling shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. Single-family dwellings shall contain not less than a minimum of 1,000 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space.

6. No building shall be located nearer than 6 feet on one side and 8 feet on the other side of an interior lot line except that detached garages or carports located on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, no structure shall be erected on any easement described within this Supplementary Declaration. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Supplementary Declaration. No solid fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted within the building setback lines shown on the recorded maps.

No stone or masonry mailbox structures are permitted. All mailbox structures must be constructed of breakaway material as approved by the North Carolina Department of Transportation, such as 4 x 4 wooden posts or small diameter metal posts.

Any area designated as "Maintenance Easement" or "Common Area" on any map of Northwoods at Coulwood hereinafter recorded or any Maintenance Easement conveyed to the Northwoods at Coulwood Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration and the Maintenance Easement Area and Common Area shall be used solely for the purposes set forth in said Declaration.

7. Declarant reserves the right but shall not be obligated to waive in writing any violation of the designated and approved building location line or either side lot line, horizontal measurement only, provided that such violation does not exceed 10% of the applicable requirements and the violation thereof was unintentional.

8. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of Declarant.

9. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

10. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such manner as to be seen from any other lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the lot not improved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes

provided that no inconvenience is imposed on the owners of other lots within this subdivision.

11. No septic tanks shall be installed, used or maintained on any lot. No wells shall be installed, used, or maintained on any lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which furnish domestic water from sources beyond the boundaries of the lot.

12. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of dogs, cats, etc., shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

13. Any single-family dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts, and on corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

14. No signboards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

15. No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. No metal carports, metal garages, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot.

17. a. Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities including water, sanitary sewage service and storm water drainage facilities.

b. Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 16(a) above.

18. Garbage cans shall be kept in a location outside the front yard or side yard set back from a public street. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup but all garbage cans must be moved from the street the night of the scheduled pickup.

19. No freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding fifteen (15) feet in height above the roofline of the residence and dishes or disks not exceeding four (4) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

20. Any driveway constructed in, on or upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

21. In the event any home or structure within this subdivision is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage or destruction.

22. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or similar garbage and trash removal units.

23. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered agreeing to change said covenants in whole or in part.

24. These covenants may be enforced by Declarant or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

25. Invalidation of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

26. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision maps hereinbefore referred to.

IN WITNESS WHEREOF, Ryland Group, Inc. and First Colony Group, Ltd. have caused this instrument to be executed this the 14th day of July, 1992

[CORPORATE SEAL]

ATTEST:

Thomas J. Cash
Asst. Secretary

RYLAND GROUP, INC.

By:

[Signature]
President

[CORPORATE SEAL]

ATTEST:

James K. Blott
Secretary

FIRST COLONY GROUP, LTD.

By:

[Signature]
VICE President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This _____ day of _____, 1992, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came _____, who, being duly sworn, says that he is _____ President of RYLAND GROUP, INC. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said _____ acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this _____ day of _____, 1992.

Notary Public

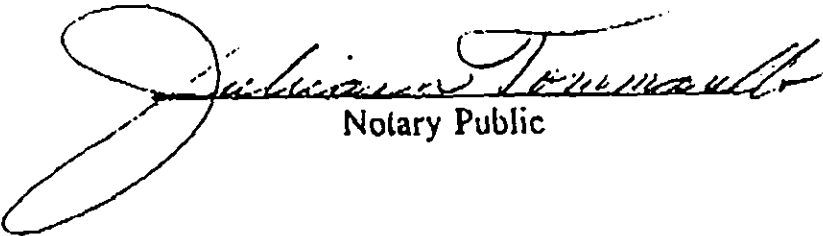
My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 14th day of July, 1992, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came James H. Quate, who, being duly sworn, says that he is vice President of FIRST COLONY GROUP, LTD., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said vice president acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this 15th day of July, 1992.


Notary Public

My Commission Expires:

4-8-94

C:\WP51\DOCS\CDS\FC-NW-SP.DEC

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Julianne Tommasello, a notary public of Mecklenburg County, North Carolina, certify that Thermon G. Cook personally appeared before me this date, and being duly sworn, stated that she knows the handwriting of Thermon Krobot and that the signature affixed to the foregoing instrument is the signature of Thermon Krobot, Senior Vice President of RYLAND GROUP, INC. and that he signed and sealed said instrument the 15th day of July, 1992 on behalf of said corporation by its authority duly given.

Witness my hand and official seal, this the 21st day of July, 1992.

(Official Seal)

Julianne Tommasello
Notary Public

My commission expires April 1st, 1994.

COPY

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTHWOODS AT COULWOOD

THIS SUPPLEMENTARY DECLARATION made this the _____ day of _____, 19____, by FIRST COLONY GROUP, LTD., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

SWIM CLUB AND
MAILBOX COPY

WHEREAS, Declarant is the owner of the real property shown on the map of Northwoods at Coulwood recorded in Map Book 24 at Page 930 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and desires to create thereon an exclusive residential community to be known as "Northwoods at Coulwood"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 5728 at Page 842 (hereinafter "Declaration") in said Office of the Register of Deeds, the exclusive residential community of Northwoods at Coulwood was created and certain general covenants, conditions and restrictions were thereby imposed upon Northwoods at Coulwood as shown on the map hereinabove referred to and, by Supplemental Declaration recorded in Book 6683 at Page 413 and re-recorded in Book 6912 at Page 262 in said office of the Register of Deeds, additional property was annexed into the community of Northwoods at Coulwood and subjected to the aforementioned restrictions; and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, as a non-profit corporation, Northwoods at Coulwood Homeowners Association, Inc. (hereinafter "Association"), for the purpose of maintaining the attractiveness of the lots, common area and facilities and easement areas within Northwoods at Coulwood, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within this community, and for enforcing these covenants, conditions and restrictions and the hereinabove referred to general covenants, conditions and restrictions; and

WHEREAS, Declarant has deemed it advisable to place and impose certain conditions and restrictions upon the single-family lots shown on the above-referenced recorded map for the use and benefit of Declarant, its successors and assigns, and all subsequent owners of said lots; and

WHEREAS, a majority of the Association members voted to use the capital contribution funds collected pursuant to Article IX of the Declaration to improve the common area of Northwoods at Coulwood with a pool and swim club facility and Declarant has agreed to construct the swim club facility (hereinafter "Swim Club") on behalf of the Association.

NOW, THEREFORE, Declarant by this Supplementary Declaration of Covenants, Conditions and Restrictions, does hereby place and impose on all of the lots shown on map of Northwoods at Coulwood recorded in Map Book 24 at Page 930 in said Registry, the following conditions and restrictions:

1. All lots shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height above ground, and a private garage or carport for not more than four cars.

2. Every Lot shown on the aforesaid map of Northwoods at Coulwood recorded in Map Book 24 at Page 930 in said Registry conveyed by Declarant to a lot purchaser shall be subject to Swim Club assessments and the obligation to pay such assessments cannot be separated from ownership of any said lot unless otherwise provided for herein. The Association shall have the right to charge reasonable admission and other fees for the use of the Northwoods at Coulwood Swim Club, such fees to be determined by the Board of Directors of the Association. The Board of Directors of the Association shall have the right to limit the use of the Swim Club to owners of lots in Northwoods at Coulwood, their families and guests, and to allow the general public to become Swim Club members. Swim Club members shall be those persons, other than the lot owners or Declarant, who shall contract with the Association to use the Swim Club for a fee that shall be determined by the Board of Directors of the Association. The Association shall also have the right to suspend the voting rights of an owner for any period during which any Swim Club assessment against his lot remains unpaid or for any infraction of the Association's published rules and regulations, if any, regarding use of the Swim Club.

The Swim Club assessments levied by the Association shall be used to provide funds for the maintenance, upkeep, landscaping, repair, and replacement of the equipment for the Swim Club, for the payment of taxes assessed against such Common Area, for the payment of insurance related to such Common Area, for the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, for the employment of personnel, lifeguards and security, and for any other purpose which the Board of Directors of the Association deems appropriate and necessary to operate and maintain the Swim Club.

In order to secure payment of the Swim Club assessments, such charges as may be levied by the Association against any lot, together with interest, costs of collection, and reasonable attorney's fees, shall be a continuing lien upon the lot against which each such assessment or charge is made. The Swim Club assessments shall not apply to the Common Area, or to any lot the title to which is vested in Declarant, in any first mortgagee subsequent to foreclosure, in the Secretary of Housing and Urban Development, in the Administrator of Veteran Affairs or any other state or federal government agency which acquires title by reason of such agency's guarantee or insurance of a foreclosed mortgage loan; provided, however, that upon the resale of such lot by such first mortgagee or such governmental agency the Swim Club assessments shall again accrue against such lot. Any lot which Declarant may hereafter designate for common use as part of the Common Area shall also be exempt as well as land granted to or used by a utility company or local public authority.

3. No fence or wall shall be erected on any building lot closer to any street line than the building setback lines shown upon the recorded map, except as provided in Paragraph 5 hereof. Chain link or other metal fencing is not permitted, except that 2" x 4" mesh may be used with split rail fencing to contain animals within the yard and chain link or other metal fencing may be used within the Common Area as permitted by the Board of Directors of the Association. Perimeter fencing on any Lot shall not have more than fifty (50%) percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens. The fencing restrictions in this paragraph and paragraph 5 hereof shall not be applicable to model homes owned by builders or Common Area owned by the Association.

4. No dwelling erected on any lot shall cost less than Forty Thousand and No/100 Dollars (\$40,000.00) Dollars based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or

better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. Single-family dwellings shall contain not less than a minimum of 1,000 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space.

6. No building shall be located nearer than 6 feet on one side and 8 feet on the other side of an interior lot line except that detached garages or carports located on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, no structure shall be erected on any easement described within this Supplementary Declaration. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Supplementary Declaration. No solid fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted within the building setback lines shown on the recorded maps.

No stone or masonry mailbox structures are permitted. All mailbox structures must be constructed of breakaway material as approved by the North Carolina Department of Transportation, such as 4 x 4 wooden posts or small diameter metal posts.

Any area designated as "Maintenance Easement" or "Common Area" on any map of Northwoods at Coulwood hereinafter recorded or any Maintenance Easement conveyed to the Northwoods at Coulwood Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration and the Maintenance Easement Area and Common Area shall be used solely for the purposes set forth in said Declaration.

7. Declarant reserves the right but shall not be obligated to waive in writing any violation of the designated and approved building location line or either side lot line, horizontal measurement only, provided that such violation does not exceed 10% of the applicable requirements and the violation thereof was unintentional.

8. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of Declarant.

9. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

10. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such manner as to be seen from any other lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the lot not improved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes.

provided that no inconvenience is imposed on the owners of other lots within this subdivision.

11. No septic tanks shall be installed, used or maintained on any lot. No wells shall be installed, used, or maintained on any lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which furnish domestic water from sources beyond the boundaries of the lot.

12. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of dogs, cats, etc., shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

13. Any single-family dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts, and on corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

14. No signboards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

15. No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. No metal carports, metal garages, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot.

17. a. Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities including water, sanitary sewage service and storm water drainage facilities.

b. Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 16(a) above.

18. Garbage cans shall be kept in a location outside the front yard or side yard set back from a public street. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup but all garbage cans must be moved from the street the night of the scheduled pickup.

19. No freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding fifteen (15) feet in height above the roofline of the residence and dishes or disks not exceeding four (4) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

20. Any driveway constructed in, on or upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

21. In the event any home or structure within this subdivision is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage or destruction.

22. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or similar garbage and trash removal units.

23. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered agreeing to change said covenants in whole or in part.

24. These covenants may be enforced by Declarant or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

25. Invalidation of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

26. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision maps hereinbefore referred to.

IN WITNESS WHEREOF, First Colony Group, Ltd. has caused this instrument to be executed this the 14th day of July, 1992.

FIRST COLONY GROUP, LTD.

[CORPORATE SEAL]

ATTEST:

Robert B. Mass
Ant- Secretary

By:

[Signature]
President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 14th day of July, 1992, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came MICHAEL J. MUELVANEY, who, being duly sworn, says that he is THE President of FIRST COLONY GROUP, LTD., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said PRESIDENT acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this 14th day of JULY, 1992.



Pally S. Hart
Notary Public

My Commission Expires: 9-22-92

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COPY

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTHWOODS AT COULWOOD

THIS SUPPLEMENTARY DECLARATION made this the _____ day of _____, 19____, by FIRST COLONY GROUP, LTD., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

SWIM CLUB AND

MAILBOX COPY

WHEREAS, Declarant is the owner of the real property shown on the map of Northwoods at Coulwood recorded in Map Book 24 at Page 930 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and desires to create thereon an exclusive residential community to be known as "Northwoods at Coulwood"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 5728 at Page 842 (hereinafter "Declaration") in said Office of the Register of Deeds, the exclusive residential community of Northwoods at Coulwood was created and certain general covenants, conditions and restrictions were thereby imposed upon Northwoods at Coulwood as shown on the map hereinabove referred to and, by Supplemental Declaration recorded in Book 6683 at Page 413 and re-recorded in Book 6912 at Page 262 in said office of the Register of Deeds, additional property was annexed into the community of Northwoods at Coulwood and subjected to the aforementioned restrictions; and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, as a non-profit corporation, Northwoods at Coulwood Homeowners Association, Inc. (hereinafter "Association"), for the purpose of maintaining the attractiveness of the lots, common area and facilities and easement areas within Northwoods at Coulwood, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within this community, and for enforcing these covenants, conditions and restrictions and the hereinabove referred to general covenants, conditions and restrictions; and

WHEREAS, Declarant has deemed it advisable to place and impose certain conditions and restrictions upon the single-family lots shown on the above-referenced recorded map for the use and benefit of Declarant, its successors and assigns, and all subsequent owners of said lots; and

WHEREAS, a majority of the Association members voted to use the capital contribution funds collected pursuant to Article IX of the Declaration to improve the common area of Northwoods at Coulwood with a pool and swim club facility and Declarant has agreed to construct the swim club facility (hereinafter "Swim Club") on behalf of the Association.

NOW, THEREFORE, Declarant by this Supplementary Declaration of Covenants, Conditions and Restrictions, does hereby place and impose on all of the lots shown on map of Northwoods at Coulwood recorded in Map Book 24 at Page 930 in said Registry, the following conditions and restrictions:

1. All lots shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height above ground, and a private garage or carport for not more than four cars.

2. Every Lot shown on the aforesaid map of Northwoods at Coulwood recorded in Map Book 24 at Page 930 in said Registry conveyed by Declarant to a lot purchaser shall be subject to Swim Club assessments and the obligation to pay such assessments cannot be separated from ownership of any said lot unless otherwise provided for herein. The Association shall have the right to charge reasonable admission and other fees for the use of the Northwoods at Coulwood Swim Club, such fees to be determined by the Board of Directors of the Association. The Board of Directors of the Association shall have the right to limit the use of the Swim Club to owners of lots in Northwoods at Coulwood, their families and guests, and to allow the general public to become Swim Club members. Swim Club members shall be those persons, other than the lot owners or Declarant, who shall contract with the Association to use the Swim Club for a fee that shall be determined by the Board of Directors of the Association. The Association shall also have the right to suspend the voting rights of an owner for any period during which any Swim Club assessment against his lot remains unpaid or for any infraction of the Association's published rules and regulations, if any, regarding use of the Swim Club.

The Swim Club assessments levied by the Association shall be used to provide funds for the maintenance, upkeep, landscaping, repair, and replacement of the equipment for the Swim Club, for the payment of taxes assessed against such Common Area, for the payment of insurance related to such Common Area, for the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, for the employment of personnel, lifeguards and security, and for any other purpose which the Board of Directors of the Association deems appropriate and necessary to operate and maintain the Swim Club.

In order to secure payment of the Swim Club assessments, such charges as may be levied by the Association against any lot, together with interest, costs of collection, and reasonable attorney's fees, shall be a continuing lien upon the lot against which each such assessment or charge is made. The Swim Club assessments shall not apply to the Common Area, or to any lot the title to which is vested in Declarant, in any first mortgagee subsequent to foreclosure, in the Secretary of Housing and Urban Development, in the Administrator of Veteran Affairs or any other state or federal government agency which acquires title by reason of such agency's guarantee or insurance of a foreclosed mortgage loan; provided, however, that upon the resale of such lot by such first mortgagee or such governmental agency the Swim Club assessments shall again accrue against such lot. Any lot which Declarant may hereafter designate for common use as part of the Common Area shall also be exempt as well as land granted to or used by a utility company or local public authority.

3. No fence or wall shall be erected on any building lot closer to any street line than the building setback lines shown upon the recorded map, except as provided in Paragraph 5 hereof. Chain link or other metal fencing is not permitted, except that 2" x 4" mesh may be used with split rail fencing to contain animals within the yard and chain link or other metal fencing may be used within the Common Area as permitted by the Board of Directors of the Association. Perimeter fencing on any Lot shall not have more than fifty (50%) percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens. The fencing restrictions in this paragraph and paragraph 5 hereof shall not be applicable to model homes owned by builders or Common Area owned by the Association.

4. No dwelling erected on any lot shall cost less than Forty Thousand and No/100 Dollars (\$40,000.00) Dollars based upon costs prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or

better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. Single-family dwellings shall contain not less than a minimum of 1,000 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space.

6. No building shall be located nearer than 6 feet on one side and 8 feet on the other side of an interior lot line except that detached garages or carports located on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, no structure shall be erected on any easement described within this Supplementary Declaration. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Supplementary Declaration. No solid fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted within the building setback lines shown on the recorded maps.

No stone or masonry mailbox structures are permitted. All mailbox structures must be constructed of breakaway material as approved by the North Carolina Department of Transportation, such as 4 x 4 wooden posts or small diameter metal posts.

Any area designated as "Maintenance Easement" or "Common Area" on any map of Northwoods at Coulwood hereinafter recorded or any Maintenance Easement conveyed to the Northwoods at Coulwood Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration and the Maintenance Easement Area and Common Area shall be used solely for the purposes set forth in said Declaration.

7. Declarant reserves the right but shall not be obligated to waive in writing any violation of the designated and approved building location line or either side lot line, horizontal measurement only, provided that such violation does not exceed 10% of the applicable requirements and the violation thereof was unintentional.

8. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of Declarant.

9. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

10. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such manner as to be seen from any other lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the lot not improved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for guests or other reasonable purposes.

provided that no inconvenience is imposed on the owners of other lots within this subdivision.

11. No septic tanks shall be installed, used or maintained on any lot. No wells shall be installed, used, or maintained on any lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which furnish domestic water from sources beyond the boundaries of the lot.

12. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of dogs, cats, etc., shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

13. Any single-family dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts, and on corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

14. No signboards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size.

15. No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. No metal carports, metal garages, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot.

17. a. Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities including water, sanitary sewage service and storm water drainage facilities.

b. Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 16(a) above.

18. Garbage cans shall be kept in a location outside the front yard or side yard set back from a public street. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup but all garbage cans must be moved from the street the night of the scheduled pickup.

19. No freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot. Radio and television antennas not exceeding fifteen (15) feet in height above the roofline of the residence and dishes or disks not exceeding four (4) feet in diameter and not visible from the street in front of the residence shall be allowed to be attached to the roof structure.

20. Any driveway constructed in, on or upon any lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers.

21. In the event any home or structure within this subdivision is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage or destruction.

22. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or similar garbage and trash removal units.

23. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and successive periods of ten years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered agreeing to change said covenants in whole or in part.

24. These covenants may be enforced by Declarant or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

25. Invalidity of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

26. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision maps hereinbefore referred to.

IN WITNESS WHEREOF, First Colony Group, Ltd. has caused this instrument to be executed this the 14th day of July, 1992.

FIRST COLONY GROUP, LTD.

[CORPORATE SEAL]

ATTEST:

Robert B. Moss
Asst- Secretary

By: [Signature]

President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 14th day of July, 1992, before me, the undersigned ^{MICHAEL J. MUELVANEY}
Notary Public in and for the County and State aforesaid, personally came _____, who,
being duly sworn, says that he is THE President of FIRST COLONY GROUP,
LTD., and that the seal affixed to the foregoing instrument in writing is the corporate seal
of said corporation, and that he signed and sealed said instrument on behalf of said
corporation by its authority duly given. And the said PRESIDENT
acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this 14th day of JULY, 1992.



Polly S. Hart
Notary Public

My Commission Expires: 9-22-92

C:\WP51\DOCS\CDS\FC-NW929.DEC

AMENDED SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITONS AND RESTRICTIONS FOR NORTHWOODS
AT COULWOOD MAP 22/729

THIS AMENDMENT to the Supplementary Declarations made this 27th day of MARCH, 1993, by the owners listed on Exhibit A attached hereto (hereinafter referred to as "Owners");

W I T N E S S E T H:

WHEREAS, the Owners of the real property shown on the Map of Northwoods at Coulwood Subdivision recorded in Map Book 22 at Page 717 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, desire to amend the Supplementary Declaration of Covenants, Conditions and Restrictions for Northwoods at Coulwood, recorded October 27, 1988 in Deed Book 5189 at Page 338 in the Office of the Register of Deeds for Mecklenburg County, North Carolina (hereinafter referred to as "Supplementals"); AND

WHEREAS, the Owners represent the majority of the property owners of the lots shown upon the subdivision map recorded in Map Book 22 at Page 717 in the Office of the Register of Deeds of Mecklenburg County, North Carolina; and

NOW, THEREFORE, Owners by this Amendment to the Supplementary Declaration of Covenants, Conditions and Restrictions for Northwoods at Coulwood Subdivision do hereby amend Paragraph 2 of the Supplementals for Northwoods at Coulwood by deleting said Paragraph 2 of the Supplementals and by replacing said paragraph with the following language:

2. No fence or wall shall be erected on any building lot closer to any street line than the building setback lines shown upon the recorded map, except as provided in Paragraph 5 hereof. Chain link or other metal fencing is not permitted, except that two (2) ~~inch~~ by four (4) ~~inch~~ mesh may be used with split rail fencing to contain animals within the yard and a chain link dog kennel, not to exceed ten (10) feet by ten (10) feet by six (6) feet may also be used with split rail fencing to contain

Drawn by and mail to:
HORACK, TALLEY, PHARR & LOWNDES
Attention: Cheryl D. Steele
2600 One First Union Center
301 South College Street
Charlotte, NC 28202-6038

animals within the yard. Perimeter fencing shall not have more than fifty (50) percent of any of it's surface closed as viewed from a point on a line of side perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens. The fencing requirements in this paragraph and Paragraph 5 hereof shall not be applicable to model homes owned by builders.

IN WITNESS WHEREOF, the Owners have caused this instrument to be executed.

FIRST COLONY GROUP, LTD.

[CORPORATE SEAL]

By: _____
_____ President

ATTEST:

_____ Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This _____ day of _____, 1993, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came _____, who, being duly sworn, says that he is _____ President of FIRST COLONY GROUP, LTD., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given. And the said _____ acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and seal this _____ day of _____, 1993.

Notary Public

My Commission Expires:

_____(SEAL)
James Fleming

_____(SEAL)
Sheila Fleming

EXECUTED this ____ day of _____, 1993.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came James and Sheila Fleming and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this ____ day of _____, 1993.

Notary Public

My Commission Expires:

Joseph Alsop

(SEAL)

Charlene Alsop

(SEAL)

EXECUTED this ____ day of _____, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Joseph and Charlene Alsop and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this _____ day of _____, 1993.

Notary Public

My Commission Expires: _____

Liz McLoughlin (SEAL)
Michael McLoughlin
Liz McLoughlin (SEAL)
Liz McLoughlin

EXECUTED this 6th day of MARCH, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Michael & Liz McLoughlin and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 8th day of March, 1993.

Robert R. Kuey
Notary Public

My Commission Expires:

November 12, 1994



_____(SEAL)
Gray Pinnix, Jr.

EXECUTED this _____ day of _____, 1993.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Gray Pinnix, Jr. and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this _____ day of _____, 1993.

Notary Public

My Commission Expires:

Jack Cranse (SEAL)
Jack Cranse

EXECUTED this 18th day of March, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Jack and ~~Exotic White Cranse~~ and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kurt R. Hays
Notary Public

My Commission Expires:

November 12, 1994



John Kinneer

(SEAL)

Mary Kinneer

(SEAL)

EXECUTED this ____ day of _____, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came John and Mary Kinneer acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this _____ day of _____, 1993.

Notary Public

My Commission Expires:

Patrick Welch (SEAL)
Patrick Welch

Kim Welch (SEAL)
Kim Welch

EXECUTED this 18th day of MARCH, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Patrick and Kim Welch acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kristine R. Blue
Notary Public



My Commission Expires:

November 12, 1994

William Ross (SEAL)
William Ross

Marie Ross (SEAL)
Marie Ross

EXECUTED this 17th day of MARCH, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came William and Marie Ross acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kurtis R. Blue
Notary Public

My Commission Expires:

December 13, 1999



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This _____ day of _____, 1993, before me, the undersigned
Notary Public in and for the County and State aforesaid, personally came _____
_____, who, being duly sworn, says that he is _____ President of
FIRST COLONY GROUP, LTD., and that the seal affixed to the foregoing instrument
in writing is the corporate seal of said corporation, and that he signed and sealed said
instrument on behalf of said corporation by its authority duly given. And the said _____
_____ acknowledged said
instrument to be the act and deed of said corporation.

WITNESS my hand and seal this _____ day of _____, 1993.

Notary Public

My Commission Expires:

Roy Clyde Raymond (SEAL)
Clyde Raymond

Bonnie Raymond (SEAL)
Bonnie Raymond

EXECUTED this 6TH day of MARCH, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Clyde and Bonnie Raymond acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Robert R. Cherry
Notary Public

My Commission Expires:

December 31, 1994



Addy Jean Mullis (SEAL)
Addy Jean Mullis

EXECUTED this 6 day of March, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Addy Jean Mullis acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Barton R. Henry
Notary Public

My Commission Expires:

November 12, 1994



Andrea Johnson (SEAL)
ANDREA JOHNSON

EXECUTED this 6th day of March, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Derrick and Andrea Johnson and they acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kristine R. Hines
Notary Public



My Commission Expires:

November 12, 1997

Mark Tweddale

(SEAL)

Mark Tweddale

EXECUTED this 6th day of March, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State
aforesaid, personally came Mark and ~~Mark Tweddale~~ *Tweddale* acknowledged the due execution
of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Dorothy R. Hargis
Notary Public

My Commission Expires:

March 13, 1994



James H. Robinson (SEAL)
James Robinson

Bille Robinson (SEAL)
Bille Robinson
~~Billie~~
BILLE

EXECUTED this 6th day of MARCH, 1993.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came James and Bille Robinson acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kristine R. Hargis
Notary Public

My Commission Expires:
November 12, 1994



Brian Bergman (SEAL)
Brian Bergman
PRIME

Susan Bergman (SEAL)
Susan Bergman

EXECUTED this 6th day of MARCH, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Brian and Susan Bergman acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kristine R. Huey
Notary Public



My Commission Expires:

December 12 1994

Albert Karow

Albert Karow

(SEAL)

Sharon Karow

Sharon Karow

(SEAL)

EXECUTED this 27 day of March, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Albert and Sharon Karow acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

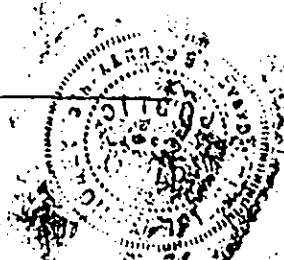
WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kristen R. Lacey

Notary Public

My Commission Expires:

November 12, 1994



James Grice (SEAL)

Norma Grice (SEAL)

EXECUTED this 6th day of MARCH, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came James and Norma Grice acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kathleen R. Hines
Notary Public

My Commission Expires:

November 13, 1995



_____(SEAL)
Pamela Guice, Jr.

_____(SEAL)
Andrew Guice

EXECUTED this ____ day of _____, 1993.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Pamela and Andrew Guice, Jr. acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this ____ day of _____, 1993.

Notary Public

My Commission Expires:

Archie B. McCall, Jr. (SEAL)
Archie McCall, Jr.

Debra K. McCall (SEAL)
Debra McCall

EXECUTED this 6th day of MARCH, 1993.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Archie and Debra McCall acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kristina R. Henry
Notary Public

My Commission Expires:

December 13, 1994



_____(SEAL)

Jerry Jeter

_____(SEAL)

Dawna Jeter

EXECUTED this ____ day of _____, 1993.

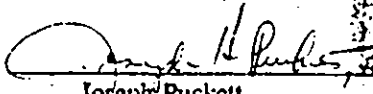
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State
aforesaid, personally came Jerry and Dawna Jeter acknowledged the due execution of the
foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this _____ day of _____
_____, 1993.

Notary Public

My Commission Expires: _____


Joseph Puckett (SEAL)

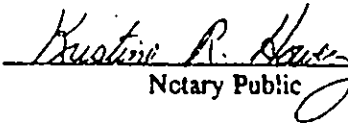
EXECUTED this 6th day of MARCH, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Joseph Puckett and acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.


Notary Public

My Commission Expires:

December 12, 1994



Roger Howard

(SEAL)

EXECUTED this 17th day of March, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Roger Howard acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Notary Public

My Commission Expires:

November 12, 1994



Michael McRorie (SEAL)

Michael McRorie

Sandra McRorie (SEAL)

Sandra McRorie

EXECUTED this 6th day of MARCH, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Michael and Sandra McRorie and they acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kristine R. Huey
Notary Public



My Commission Expires:

November 12, 1994

John Mark Witherspoon (SEAL)

EXECUTED this _____ day of _____, 1993.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came John Mark Witherspoon acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this _____ day of _____, 1993.

Notary Public

My Commission Expires:

Thomas Davis (SEAL)
Thomas Davis

EXECUTED this 17th day of MARCH, 1993.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Thomas and Catherine Davis acknowledged the due execution of the foregoing instrument in writing for the purposes therein expressed.

WITNESS my hand and notarial seal, this 18th day of March, 1993.

Kristine R. Hines
Notary Public



My Commission Expires:

November 12, 1994

C:\WP51\DOCS\CDSTWEDDALB.DOC

Drawn by and mail to:

HORACK, TALLEY, PHARR & LOWNDES

Attention: Cheryl D. Steele
2600 One First Union Center
301 South College Street
Charlotte, NC 28202-6038

101
2025
w

State of North Carolina, County of Mecklenburg

The foregoing Certificate(s) of Christine R. Howey

Notary(ies) Public is/are certified to be correct.

This 18th day of March, 1993

JUDITH A. GIBSON, REGISTER OF DEEDS

By Mary D. Poy Deputy Register of Deeds