

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
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Drawn by and mail to:
Kenneth R. Benton, Attorney
(Box #14)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREENVIEW TERRACES TOWNHOMES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 4th day of February, 2005, by Evans Development Company, Inc., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property described in Article II, Section 1. of this Declaration; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities within the real property and to insure the residents' enjoyment of the specific rights, privileges and easements in the Common Area, as hereinafter defined, and to provide for the maintenance and upkeep of the lawns and other areas as aforesaid, to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the said areas and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has or will cause to be incorporated under North Carolina law, GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., as a non-profit corporation for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, Declarant, hereby declares that the real property described in Article II, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I – DEFINITIONS

The following words, when used in the Declaration or in any amendment thereof (unless the context shall prohibit), shall have the following meanings:

Section 1. "Association" shall mean and refer to GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., its successors and assigns.

Section 2. "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under North Carolina corporate law.

Section 3. "Bylaws" shall refer to the Bylaws of the Greenview Terraces Townhomes Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Properties" or "Community" shall mean and refer to that certain real property shown upon the attached Exhibit "A".

Section 6. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association shall be any real estate within the "Properties" or "Community" owned or leased by the Association, other than a Lot or a Unit.

Section 7. "Lot" or "Unit" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single dwelling site (whether an attached or detached dwelling), as shown on any plats for the Community, or amendments or supplements thereto, recorded in the land records for the county where the Community is located. If a dwelling on a Unit is attached by party wall(s) to one or more other dwellings, the boundary between Units shall be a line running along the center of the party wall(s) separating the Units. The ownership of each Unit shall include the exclusive right to possession of any and all portions of the heating and air conditioning units which are appurtenant to and serve each Unit (including, but not limited to, furnaces, compressors, conduits, wires and pipes), regardless of the location of such units, and of any porch, deck, patio, sunroom or any similar appurtenance as may be attached to a Unit when such Unit is initially constructed. The ownership of each Unit shall also include, and there shall pass with each Unit as an appurtenance thereto, whether or not separately described, all of the right, title and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association. The Association acknowledges and consents that certain appurtenances described above may encroach upon the Common Property, but that such encroachments are not a detriment, but rather a benefit to the Community. Consequently, such appurtenances shall be considered a part of the Unit, maintained as provided in the Declaration, and allowed to encroach upon the Common Property; provided, however, no such appurtenant structure may be altered, changed or enlarged except in accordance with the provisions of this Declaration.

Section 8. "Declarant" shall mean and refer to Evans Development Company, Inc., its successors and assigns, 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 or

Units, for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to Evans Development Company shall be a Declarant during such period of time as said party is vested with title to two or more such Lots (whether undeveloped or developed and unconveyed, but not longer.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard originally established by Declarant.

Section 11. "Occupant" shall mean any Person occupying all or any portion of a Unit or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF GREENVIEW TERRACES TOWNHOMES ASSOCIATION

Section 1. Existing Property. The real property described in Exhibit "A" attached hereto and by reference made a part hereof is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and by virtue of the recording of this Declaration, shall be held, transferred, sold conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration.

Section 2. Additions to Existing Property.

Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Unit which is subject to assessment shall be 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 or Units 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 a 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, but in no event shall more than one vote be cast with respect to any one Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots without an occupied dwelling owned by Declarant which have not been converted to Class A Lots as provided in (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by it. For the purpose of membership voting at any given time Declarant shall be considered as owning a number of class B Lots equal to the difference between 32 and the total number of lots owned at that time by persons other than Declarant. The Class B Lots shall cease to exist and shall be converted to Class A Lots:

(1) After the submission of all tracts in accordance with Article II hereof, and when the total number of votes appurtenant to the Class A Lots equal or exceed the total number of votes appurtenant to the Class B Lots, or

(2) On December 31, 2010, whichever is sooner.

Section 3. In the event that the Owner of any Lot or Unit with the exception of Declarant, ceases to occupy that residence as his own personal living quarters or in the event that any property within the development is leased for rental purposes to tenants, with the exception of units owned by the Declarant, then, in such event, the vote as represented by such rental units, if voted in a block, shall not be entitled to any weight greater than forty-nine (49%) percent on any matter pending before the Association.

Section 4. Declarant, at any time prior to the equalization of voting power between Class A and Class B Lots in accordance with Section 2 above, may in its discretion, pass control of the Association to the Class A Members by consenting to the election of directors and officers nominated by the Class, A membership and by turning over to the new Board of Directors and officers all books, records, bank accounts and property of the Association; provided, however, in the event of such prior passing of control Declarant shall thereafter have the power, of veto over any proposed changes in or additions to the Declaration, Bylaws, rules and regulations of the Association, until such time as Class B Lots cease to exist as hereinabove provided in Section 2(b).

ARTICLE IV - PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area 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 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 enjoyment rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty 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. Any recreational facilities which may be situated upon the property of the GREENVIEW TERRACES TOWNHOMES Association may be utilized by owners, their families and guests, tenants or contract purchasers subject to the rules and regulations of the Association, and each Owner shall be a member of said Association and subject to this Declaration of Covenants, Conditions and Restrictions, and each owner shall be required to pay the full assessments on individual lots established by that Association.

Section 3. Parking.

(a) Vehicles. No campers, disabled vehicles, buses, trucks, vans, motorcycles or recreational vehicles, go-carts, minibikes may be parked or kept within the Properties and no trailers, boats or tractors may be parked or kept within the Properties, except for maintenance equipment owned by the Association and those used by Declarant for construction and maintenance purposes, and except as may otherwise be provided by the Board of Directors of the Association, except that pick-up trucks or vans may be parked or kept within the garage.

(b) Disabled vehicles, stored vehicles, recreational vehicles (for example, without limitation, RV's and motor homes), vehicles used primarily for commercial purposes and vehicles with commercial writing on their exteriors are prohibited from being parked in the Community, except in garages. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writing on their exteriors shall be allowed temporarily in the Community during normal business hours for the purpose of serving any Unit or the Common Property; provided, however, without the prior written consent of the Board, no such vehicle shall be authorized to remain in the Community overnight or for any purpose except serving a Unit or the Common Property. For purposes of this paragraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains in the Community for three (3) consecutive days or longer without the prior written permission of the Board.

If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Unit, is obstructing the flow of traffic, is parked in any unpaved area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage or otherwise as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(c) Rules and Regulations Regarding Parking. The Board of Directors of the Association may make such reasonable rules and regulations as it may elect with respect to parking of vehicles as aforesaid and may amend and vary the requirements of (a) above without the consent of the Members of the Association.

ARTICLE V - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Unit by acceptance of a deed therefore, 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's 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's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the maintenance of Common Areas, repair and reconstruction of the exterior of the townhouses located on the Lots and for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, 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 against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise, including the maintenance of an adequate reserve fund for the repair and replacement of improvements to the Common Areas. In addition, expenditures by the Association for the landscaping, planting and maintenance of areas within Lots, but lying outside of residence buildings and enclosed patio areas shall be deemed expenditures for the recreation, health, safety and welfare of residents of the Properties and are hereby authorized.

Section 3. Maximum Monthly Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be \$180.00 per Class A Lot and \$45.00 per Class B Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum monthly assessments above established may be increased, effective January 1 of each year, without a vote of the membership, but subject to the limitation that any such increase (without a vote of the membership) shall not exceed the percentage increase, if any, in the Consumer Price Index (published by the Dept. of Labor, Washington, DC for all cities) over the immediately preceding twelve (12) month period which ended on the previous December 1.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, said maximum monthly assessments may be increased without limitation, if such increase is approved by Members entitled to no less than two-thirds (2/3) of the votes (appurtenant to each Class of Lots) represented in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the monthly assessments at amounts not in excess of the maximum, but the ratio of the assessment: established for each Class A Lot to the assessment established for each Class B Lot shall always be four to one.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article and shall be in the ratio of four to one 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 within each Class and may be collected on a monthly basis.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates, Certificate of Payment. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance to the Association of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days before December 31 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot for the next year and at least fifteen (15) days before December 31 shall send written notice of such fixed 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.

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 the rate of ten (10%) percent per annum or the maximum interest rate permitted to be legally charged under the laws of the State of North Carolina at the time of such delinquency, whichever is greater; 'provided, however, that the interest charged hereunder shall not exceed fifteen (15%) percent per annum. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors of

the Association to defray the costs of late payment. The Association may bring an action at law or against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, late payment fee, costs and reasonable attorney's 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, maintenance of the yard located on his own Lot, 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, mortgages, first deed of trust or deeds 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, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage(s) or deed(s) of trust.

Section 10. Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof other than Declarant or its affiliates, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount up to one-sixth (1/6) of the annual assessment per Lot for that year. This contribution shall be in addition to, not in lieu of, any other assessments levied on the Lot and shall not in any way be construed as part or identical to any such assessments or as an advance payment of any such assessments. This contribution shall be collected at the closing of the Lot and disbursed to the Association for use in covering operating and other expenses (including reserves) incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

Section 11. Budget Deficits during Declarant Control. For so long as Declarant has the authority to appoint the directors and officers of the Association, Declarant may (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves) and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of Declarant, or (b) cause the Association to borrow such amount from a commercial lending institution at the then-prevailing rates for such a loan in the local area of the Community. Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given connection with such loan.

ARTICLE VI - EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot or Unit which is subject to assessment hereunder, as follows: paint and caulking of exterior building surfaces, and other common area improvements: grass and other vegetation in those portions of each Lot lying outside of the residence building

and patio area, excluding assigned parking spaces, and except as otherwise provided herein. The maintenance, repair and upkeep of screen porches, decks, solaria and of any exterior additions (including without limitation awnings, porches, screening, greenhouses and any other kind of additions) hereafter built or installed onto or upon any lot or townhouse, shall be the responsibilities solely of the Owner, and such responsibility shall run with the land be an obligation upon future owners of the Lot, in the event any such porch, deck, solarium or addition falls into disrepair, and the owner fails to repair or maintain the same after a request by the Association, the Association shall have the authority to have such work done, and the cost thereof shall be added to and become a part of the assessment to which such Lot is subject, in the same manner as provided in Article V of this Declaration. Any Owner may choose to perform maintenance on his own yard that would normally be the responsibility of the Association, but in no event shall such owner be entitled to any offset or deduction in his assessments for performing such maintenance. No maintenance within the rear courtyard area of any lot shall be provided.

In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association its successors and assigns, the right and easement to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article, and for the installation and maintenance of utilities.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance, replacement or repairs incurred by the Association, shall be added to and become a part of the assessment to which such Lot is subject.

No improvement, change or addition to the exterior structure and/or appearance of any unit, or to the yard of any unit, which is not shown upon the original architectural drawings for the project, shall be made hereafter without the prior written approval of the Board of Directors of the Association or by its designee.

ARTICLE VII – OWNER’S MAINTENANCE RESPONSIBILITY

Each Owner shall maintain, repair and replace at his expense all interior portions of the improvements on his Lot or Unit which shall need repair, including patios and decks located on the Lot, if any, and all bathroom and kitchen fixtures, light fixtures or other electrical or plumbing equipment, pipes and fittings serving an Owner’s unit if any. Further, each Owner shall repair, maintain and replace at his own expense the heating and air conditioning system servicing his dwelling, whether located on his Lot or in any Common Area adjacent to the Lot. In addition the owner shall maintain all pipes, lines, ducts, conduits or other apparatus which serve only this Lot (or improvements thereon) whether located within or without a Lot’s boundaries (including all gas, electricity, water, sewer and air conditioning pipes, lines ducts, conduits and other apparatus serving only the Lot). Such maintenance shall be performed in a manner consistent with this Declaration and the community standard.

If the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days from the date of the notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within such ten (10) day period and diligently pursue completion of such replacement or repair. If the Board determines that an emergency exists or that an Owner has not complied with the demand given by the Association as herein provided, the Association may provide any such maintenance, repair or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner or Occupant or their family, guests, lessees or invitees, then the Association may assess the cost of any such maintenance, repair or replacement against the Owner's or Occupant's Unit, which shall become a lien against the Unit and shall be collected as provided for the collection of assessments.

ARTICLE VIII - USE RESTRICTIONS

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may be amended only in the manner provided in Article XIII, Section 3 hereof regarding amendment of this Declaration. The Board of Directors may, from time to time, without consent of the members, promulgate, modify or delete other use restrictions and rules and regulations applicable to the Lots and the Common Property. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the Community. The Board shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the community. Such regulations and use restrictions shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified in a regular or special meeting by a Majority of the Total Association Vote.

Section 2. Use of Lots. All Lots shall be used for single-family residential purposes exclusively, and no trade business or business activity of any kind shall be carried on or conducted in, from or upon any Lot or any part of the Community at any time without the prior

written approval of the Board, except that the Owner or Occupant residing in a Lot may conduct such ancillary business activities within the Lot so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (b) the business activity does not involve regular, frequent or conspicuous visitation of the Lot by employees, clients, customers, suppliers or other business invitees for business purposes; (c) the business activity conforms to all zoning requirements for the Community; (d) the business activity does not increase traffic in the Community (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; (f) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board; and (g) the business activity does not result in a materially greater use of common facilities or Association services.

The terms "business" and "trade", as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

This Section shall not apply to activities of the Association. Leasing of a Lot shall not be considered a trade, business or business activity. Lots may be leased for residential purposes.

Section 3. Animals. No animals, livestock or poultry of any kind shall be kept, raised or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept, raised or maintained provided they are not kept, raised or maintained for commercial purposes. Dogs shall at all times whenever they are outside a Lot be confined on a leash.

Section 4. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Association, or its designated agent or representatives.

Section 5. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association.

Section 6. Access to Lot. The Association, its agents or employees shall have access to all Lots from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Area, or facilities situate upon such Lot which serve another Owner's Lot. The Association or its agent shall also have access to each Lot at all times without notice as may be necessary to make emergency repair to prevent damage to the Common Area or another Lot.

Section 7. Signs/Banners/Flags. No signs, banners, flags or other advertising devices shall be displayed upon any Lot or Unit which are visible from the exterior of the dwelling thereon or on the Common Area, or in the facilities thereon, without prior written permission of the Association. Declarant, however, may post temporary "For Sale" and "Sold" signs on the Properties until such time as all units owned by Declarant have been sold.

Section 8. Garbage Disposal. All garbage shall be stored within the garage or designated garbage area on each unit. No Owner may change or supplement the garbage disposal facilities provided for such Owner's residence on the date of completion of construction thereof unless the Board of Directors of the Association shall first approve in writing the change or addition to the, method of storage. It is provided, however, that if the public health authorities, or other public agency, shall require a specific method of garbage disposal, nothing herein contained shall prevent the compliance by Owners with obligatory public rules and regulations.

Section 9. Television Antennas. Except as may be required by law, no exterior television or radio antennas shall be permitted on any Unit. Satellite dishes are allowed only upon approval from the Homeowners Association as to size and placement.

Section 10. Regulations. Reasonable regulations governing the use of the Common Area and external appearance of the townhouse homes may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Owners before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to each Member by the Association upon request.

Section 11. Fences and Walls. No fence or wall shall be erected on any Lot without the prior written approval of the Association.

Section 12. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 13. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on or within his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon or within any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon or within any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property adjacent to the Lot. There shall not be maintained any plants or

animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

Section 14. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken in any part of the Community.

Section 15. Architectural Standards. No exterior construction, alteration, addition or erection of any nature whatsoever (including, without limitation, fences, pools, tennis courts, exterior lighting, treehouses and play equipment) shall be commenced or placed upon any part of the Community, except such as is installed by Declarant or its affiliates, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection or alteration shall be made unless and until the plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by the Board or its designee may promulgate written guidelines for the exercise of this review.

The Board or its designee shall be the sole arbiter of such plans and specifications and may withhold approval on any reasonable basis, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its designee or the representatives thereof shall have the right, during reasonable hours, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. If the Board or its designee fails to approve or to disapprove submitted plans and specifications within sixty (60) days after such plans and specifications have been submitted to it, such plans and specifications will be deemed approved. However, all activities commenced pursuant to plans which have been deemed approved shall be consistent with such plans.

As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any change, modification, addition or alteration. In the discretion of the Board or its designee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest.

Section 16. Gardens, Basketball Goals, Etc. Any planting may be done only with the prior written approval of the Board or its designee or in accordance with the guidelines previously established by the Board or its designee. No vegetable garden, hammocks, statuary

or recreational equipment (including basketball goals) may be placed, erected, allowed or maintained within the Community without the prior written consent of the Board or its designee.

Section 17. Clotheslines, Garbage Cans, Woodpiles, Etc. No exterior clotheslines, woodpiles and other similar items of any type shall be permitted in the Community without the prior written consent of the Board or its designee. All garbage cans, woodpiles and other similar items shall be kept within the Lot so as to be concealed from view from neighboring Lots, streets and property located adjacent to the Lot. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Trash, garbage, debris or other waste matter of any kind may not be burned within the Community. No garbage or trash shall be placed on the Common Property, temporarily or otherwise, except as provided herein. The Association shall contract with a private trash collection company to pick up all usual and customary household trash on a regular basis. Trash and recycling receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pickup and shall be removed within twenty-four (24) hours. Trash pickup shall be subject to such further rules and regulations as the Board may adopt. Notwithstanding the foregoing, the Association reserves the right to provide and maintain a dumpster for the use of residents within the Community. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow, in Declarant's sole discretion, developers and builders within the Community to do so.

Section 18. Tree Removal. No trees shall be removed without the express prior written consent of the Board or its designee, except for (a) trees removed by Declarant or its affiliates; (b) diseased or dead trees; and (c) trees needing to be removed to promote the growth of other trees.

Section 19. Lighting. No exterior lighting shall be installed in the Community without the prior written consent of the Board or its designee, except for lighting originally installed by the Declarant or its affiliates and seasonal decorative lights during the Christmas season.

Section 20. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to replat any Lot(s) or other property in the Community. Any such division, boundary line change or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 21. Guns. The use of firearms or discharge of fireworks in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns and small firearms of all types. The term "fireworks" shall include those items listed in O.C.G.A. Section 25-10-1.

Section 22. Solar Devices. No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee.

Section 23. Exterior Colors. As provided in Article VI hereof, exterior maintenance of Lots, including, without limitation, painting, is the responsibility of the Association. Accordingly, Owners shall not paint or otherwise alter the exterior of any Lot or improvements constructed or maintained thereon without the prior written consent of the Board or its designee. The exterior of all improvements, including, without limitation, residences constructed, erected, allowed or maintained upon any Lot must be painted or repainted in a color used by Declarant or its affiliates in the original construction and marketing of residences within the Community.

Section 24. Mailboxes. No mailboxes and appurtenant posts and/or structures shall be erected without the prior written approval of the Board or its designee. Generally, the foregoing, if not provided by the Association, must be of the same type and color as that originally installed by Declarant or its affiliates.

Section 25. Window Coverings. All shades, drapery linings and other window treatments visible from the exterior of a Lot shall be white or off-white. No foil or other reflective material shall be used on any windows for sun screens, blinds, shades or any other purpose.

Section 26. Garage Sales. No garage sale, yard sale, flea market or similar activity shall be conducted in the Community without the prior written consent of the Board. Any such activities that have been permitted by the Board shall be subject to all reasonable conditions imposed by the Board.

Section 27. Detached Structures. No detached structures shall be placed, erected, allowed or maintained upon any Lot or within the Community without the prior written consent of the Board or its designee. All detached structures must be consistent in design materials and color with the dwelling on the Lot.

Section 28. Entry Features and Street Signs. Owners shall not alter, remove or add improvements to any entry features or street signs constructed within the Community, or any part of any easement area associated therewith, without the prior written consent of the Board or its designee.

Section 29. Use of Common Property. There shall be no obstruction of the Common Property nor shall anything be kept, parked or stored on any part of the Common Property without the prior written consent of the Board.

Section 30. Prohibition of Damage. Without the prior written consent of the Board, nothing shall be done or kept in the Community which would increase the rate of insurance which the Association is obligated to obtain hereunder, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the common expenses of the Association. No Owner shall do any work which, in the reasonable opinion of the Board or its designee, would jeopardize the soundness or safety of the Community or any structure located within the Community, would reduce the value thereof, or would impair any easement or hereditament thereto, without in every such case the unanimous prior written consent of all members of the

Association and their Mortgagees. No damage to or waste of the Common Property, or any part thereof, or of the exterior of any Lot shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees or Occupants of his or her Lot.

Section 31. Swimming Pools. No swimming pools shall be permitted in the Community without the prior written consent of the Board and in no event shall above ground swimming pools be permitted in the Community.

ARTICLE IX – EASEMENTS

Easements for the installation and maintenance-of driveway, walkway, parking area, water line, gas line, telephone, electric, power line, sanitary sewer and storm drainage facilities, surface water drainage and for other utility installations are reserved as shown on the recorded plat. The Association may reserve and grant easements for the installation and maintenance of sewerage, utility and drainage facilities over the Properties as provided in Article IV, Section l(c) of this instrument. 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 of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. In addition, the Association shall have the continuing right and easement to maintain all sewer and water lines located on the Lots, including the right to go into units and disturb the structure and floors thereof in order to maintain those lines located within or under said units.

Each Owner of a Lot which has a unit located thereon which unit's exterior wall is located on a Lot line shall have an easement to go upon the Lot adjacent to said exterior wall for the purpose of maintaining said wall and roof of his unit in good condition and repair. Such right may be exercised only during the hours of 9:00 a.m. to 5:00 p.m. on weekdays, and the Owner of the adjacent Lot must be given 48 hours written notice of the exercise of such easement. Such easement right may only be exercised at reasonable times and for reasonable maintenance and repair purposes. In the event of a dispute as to the exercise of said -easement, the Association shall establish the time, duration and purpose of the exercise of such easement right. The Owner exercising such easement right shall repair any damage to the property of the subsequent estate occasioned by his exercise of such easement right. The color of paint to be used on the exterior of any unit shall be designated by the Association.

Each Owner of a Lot or Unit with a deck, concrete walk or concrete patio which encroaches on the Common Area owned by the Association shall have an easement over that portion of the common Area affected by the encroaching deck, walk or patio for the purpose of using said portion of the common Area for his own benefit and for the purpose of maintaining the encroaching structure in good condition and repair, in the event of an encroachment by a

deck or concrete patio or walk, it shall be the Owner's responsibility to maintain the encroaching patio, deck or walk in good condition and repair.

ARTICLE X – INSURANCE

Each owner shall secure and maintain in full force and effect at such Owner's expense, one or more insurance policies insuring Owner's Lot and the improvements thereon for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief. The Association shall also maintain such public liability insurance and fidelity bond coverage as specified in the FNMA Conventional Home Mortgage Selling contract supplement.

Each owner, at Owner's expense, shall secure and maintain in full force and effect comprehensive personal liability insurance for damage to person or property of others occurring on Owner's Lot in an amount not less than the amount designated by the Association. Owner shall provide the Association with satisfactory evidence that such insurance as herein required is in full force and effect and the Association will be given thirty (30) days notice prior to the expiration or cancellation of any owner's insurance coverage, in the event Owner fails or refuses to maintain such insurance coverage as herein required, the Association may, but shall not be obligated to, through its agent or representative, secure and maintain such insurance coverage for Owner's benefit, and the cost or expense thereof shall be deemed a special assessment levied by the Association against Owner and Owner's Lot in accordance with other provisions of this Declaration, and Owner covenants and agrees to pay to the Association such special assessment upon demand.

ARTICLE XI - FINANCING PROVISIONS

Section 1. Approval of Owners and Holders of First Deeds of Trust. Unless at least seventy-five (75%) percent of the owners and holders of first deeds of trust on Lots located within the property described on Schedule A have given their prior written approval, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges, which may be levied against a Lot Owner.

(c) By act or omission change, waiver or abandon any plan of regulation or enforcement thereof pertaining to the architectural design or the exterior appearance of

residences located on Lots, the maintenance of party walls or common fences or driveways, or the upkeep of lawns and plantings in the subdivision.

(d) Fail to maintain fire and extended coverage insurance on insurable improvements in the Common Area on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value.

(e) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged improvements.

Section 2. Books and Records. Any owner and holder of a first deed of trust on any Lot will have the right to examine the books and records of the Association during any reasonable business hours. On written request any such holder shall be entitled to receive a copy of the Association's financial statement for its immediately preceding fiscal year.

Section 3. Payment of Taxes and Insurance Premiums. The owners and holders of first deeds of trust on Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against any of the Common Area and may pay hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefore from the Association.

Section 4. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit estate number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintain by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE XIII - 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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with 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. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the owners of not less than sixty-six (66%) percent of the Lots, and thereafter by an instrument signed by the owners of not less than fifty-one (51%) percent of the Lots. Any amendment must be properly recorded.

Section 4. Contracts and Leases. The Association, prior to passage of control by Declarant, shall not be bound directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination thereof, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than 90 days notice to the other party thereto.

IN WITNESS WHEREOF, the undersigned Evans Development Company, Inc., Declarant, by virtue of the provisions of Article I, Section 8, of the aforesaid Declaration of Covenants, Conditions and Restrictions, has caused this instrument to be executed by the signature of its President, the day and year first above written.

EVANS DEVELOPMENT COMPANY, INC.

By: Robert E. Evans II
Robert E. Evans, II - President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public for said County and State, do hereby certify that **ROBERT E. EVANS, II**, personally came before me this day and acknowledged that he is President of **EVANS DEVELOPMENT COMPANY, INC.**, a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal, this the 4th day of February, 2005.



Deborah D. Hope
Notary Public

My Commission Expires:

01-20-2009

EXHIBIT A

LAND

All that parcel or parcels of real property located in Mecklenburg County, North Carolina and more particularly described as follows:

DESCRIPTION OF PROPERTY

BEGINNING at an iron pin set in the southerly right of way line of Pineville-Matthews Road, said iron pin marking the northwesternmost corner of the property conveyed to Crow-Klein-Miller #2(A) Limited Partnership by deed recorded in Book 5985 at Page 455 in the Mecklenburg County Public Registry, said iron pin having North Carolina grid coordinates Charlotte Cors ARP, Epoch 2002, N: 494403.99, E:1464718.67; and running thence from said Beginning point with the right of way line of said Pineville-Matthews Road in three calls and distances as follows: (1) N. 59-32-10 E. 51.45 feet to an iron pin set; (2) N. 62-28-06 E. 39.05 feet to an iron pin set; and (3) N. 59-33-48 E. 130.00 feet to an iron pin set; thence S. 72-33-31 E. 66.59 feet to an iron pin set in the westerly right of way line of Raintree Lane; thence with the westerly right of way of Raintree Lane S. 30-27-50 E. 160.09 feet to an iron pin set; thence continuing with the right of way line of said Raintree Lane with a circular curve to the right having a radius of 1139.10 feet, an arc distance of 288.28 feet (chord = S. 23-12-50 E. 287.51 feet) to an existing iron pin; thence continuing with the right of way line of said Raintree Lane S. 15-57-50 E. 249.04 feet to a point in a manhole, a common corner with the property conveyed to Raintree Homeowners Association, Inc. by deed recorded in Book 4066 at Page 833 in the Mecklenburg County Public Registry; thence with the Raintree Homeowners Association property (now or formerly) in four calls and distances as follows: (1) S. 79-21-21 W. 305.34 feet to an existing iron pin; (2) N. 02-42-13 W. 208.32 feet to an existing iron pin; (3) N. 24-04-44 W. 214.88 feet to an existing iron pin; and (4) N. 30-29-32 W. 236.46 feet to the point and place of BEGINNING, containing 4.313 acres all as shown on survey prepared by David B. Boyles, PLS, dated January 10, 2003.

EXHIBIT B

BYLAWS
OF
GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC.

ARTICLE I - NAME

The name of the corporation is GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC. hereinafter referred to as the "Association"

ARTICLE II – DEFINITIONS

Section 1. "Association" shall mean and refer to GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such portions thereof as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" or "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Evans Development Company, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declaration for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Mecklenburg County.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III - MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 p.m.. if the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership, or upon written request of all votes of the Class B membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Unit, or upon receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Action without a Formal Meeting. Any action to be taken at a meeting of the members, or any action that may be taken at a meeting of the members, may be taken without a meeting if one or more consents, in writing, setting forth the action so taken shall be signed by members holding the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by Declarant, if required. Such action shall be effective upon receipt by the Association of a sufficient number of such consents executed by current members unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

ARTICLE IV - BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors must reside in the Community and shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the date when Declarant no longer owns any property for development and/or sale in the Community and no longer has the right to unilaterally annex additional property to the Community; or (b) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. The Declarant intends to surrender such authority on December 31 of the year in which ninety percent (90%) of the Units planned by Declarant to be a part of the Community shall have been conveyed to Owners for occupancy as a residence. Each Owner, by acceptance of a deed to or other conveyance of a Unit, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors appointed by the Declarant need not be Owners or residents in the Community.

Section 3. Number. The affairs of this Association shall be managed initially by a Board of two (2) directors who need not be members of the Association. However, at their first annual meeting the members shall elect five (5) directors as hereinafter provided.

Section 4. Term of Office. At the first annual meeting, the members shall elect two (2) directors for a term of one year and three (3) directors for a term of two (2) years, and at each annual meeting thereafter, the members shall elect for a term of two (2) years the number of directors whose terms are expiring.

Section 5. Removal. Any director may be removed by the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. This section shall not apply to directors appointed by Declarant.

Section 6. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Actions Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which the Owners shall elect directors as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman/ who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI - MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held bi-monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors, or any action that may be taken at a meeting of the directors, may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the directors and delivered to the Association for filing in the permanent records of the Association.

Section 5. Telephonic Participation. One (1) or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all directors participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

ARTICLE VII - POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not be the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the assessments;
- (c) providing for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall, at all times, be members of the Board of Directors; a secretary, a treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless he shall sooner resign, shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same, person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX – COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI – ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent, if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and 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's fees of such action 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.

ARTICLE XII – AMENDMENTS

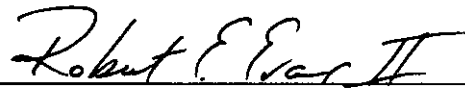
Section 1. These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

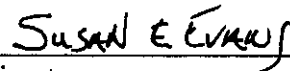
ARTICLE XIII – MISCELLANEOUS

The fiscal year of the Association shall be determined by resolution of the Board. In the absence of a resolution, the fiscal year shall be the calendar year.

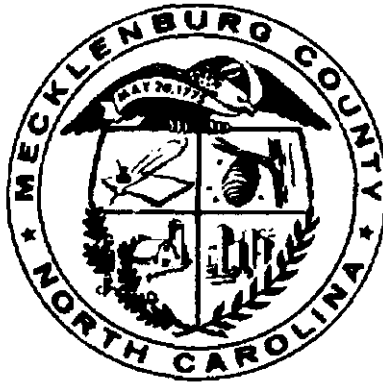
IN WITNESS WHEREOF, we, being all of the directors of the GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., have hereunto set our hands, this 4th day of February, 2005.



Director



Director



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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Filed For Registration: 02/04/2005 09:51 AM
Book: RE 18324 Page: 584-614
Document No.: 2005021698
RESTR 31 PGS \$101.00

Recorder: GRACE TUCKER

State of North Carolina, County of Mecklenburg

The foregoing certificate of DEBORAH D HOPE Notary is certified to be correct. This 4TH of February 2005

JUDITH A. GIBSON, REGISTER OF DEEDS By: _____
Deputy/Assistant Register of Deeds

Grace Tucker



2005021698

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 JAN 06 10:16 AM
BK: 19860 PG: 879-884 FEE: \$26.00

INSTRUMENT # 2006003071



DRAWN BY AND MAIL TO:
Baucom, Claytor, Benton, Morgan and Wood P.A.
RD Box #14 (KRB)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGE OF RAINTREE
RELATING TO GREENVIEW TERRACES TOWNHOMES**

THIS SUPPLEMENTAL DECLARATION to the Declaration of Covenants, Conditions and Restrictions for the Village of Raintree, Sections 1-A through 10-D and 2A-2E is made this 19th day of December, 2005, by EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation, having a principal place of business in Mecklenburg County, North Carolina (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of a certain 4.313 acre tract of land situated in Charlotte Township, Mecklenburg County, North Carolina, the said parcel being situated within an area designated as the Village of Raintree Planned Unit Development by the Charlotte-Mecklenburg County Planning Commission; and

WHEREAS, Developer is a successor in title to said 4.313 acre tract from the Ervin Company by virtue of appropriate deeds constituting a chain of title duly filed and recorded in the Mecklenburg County Public Registry; and

WHEREAS, on March 26, 1971, the Ervin Company caused to be filed in the Office of the Register of Deeds of Mecklenburg County a certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") dated March 26, 1971 and recorded in Book 3282 at Page 205 in said Registry; and

WHEREAS, as successor in title to the Ervin Company, Developer comes within the definition of "Developer" contained in Paragraph 4 of Article I of said Declaration; and

WHEREAS, Article II, Section Two of said Declaration provides that Developer (as therein defined) may extend the Declaration and the Covenants and Restrictions therein contained to other properties situated within the Village of Raintree Planned Unit Development by filing of record a supplementary declaration in respect to the property to be subject to said Declaration in order to extend the scheme of said Declaration to other property to be developed as a part of the Village of Raintree, and thereby bring such additional property within the jurisdiction of the Raintree Homeowners Association, Inc.; such supplementary Declaration to contain such additions or modifications to said Declaration as may be necessary to reflect the different character of the added property; provided, however, any such supplementary declaration may not revoke or otherwise amend the provisions of the Declaration as they pertain to Sections 1A through 1D and 2-A through 2-E, or any other section for which supplementary declarations have been filed; and

WHEREAS, Developer is building single-family attached dwelling units on the land described herein as same is defined in Article III, Section Two, A(2) of the Declaration.

WHEREAS, Developer now intends to so subject additional property to said Declaration of March 26, 1971 and to place such additional or modified covenants, conditions, easements and restrictions thereon as may be necessary to reflect the different character of such additional property, and to be supportive financially to the existing Raintree Homeowners Association, Inc.

NOW, THEREFORE, in consideration of the premises, Developer hereby declares that the property described shall be held, sold and conveyed subject to said Declaration of Covenants, Conditions and Restrictions for the Village of Raintree, Sections 1-A through 1-D and 2-A through 2-E, to the same extent and degree as if said Declaration were herein set out in its entirety, except as such Declaration is hereby modified, and to further subject said property to such additional Covenants, Conditions, Easements, Restrictions and Modifications (hereinafter collectively referred to as "Restrictions") as are herein set forth. The Restrictions herein imposed shall be construed as Covenants running with the land and shall be binding on all parties having any right, title or interest in the described property or in any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I:
PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

The property which is hereby made subject to said Declaration of March 26, 1971, as said Declaration pertains to single family attached dwelling units and which shall be held, transferred, sold, conveyed and occupied subject to said Declaration, is located in Charlotte Township, Mecklenburg County, North Carolina, and is more particularly described and shown on the attached Exhibit "A" which is incorporated herein by reference. The property shown and described on said Exhibit "A" is the property conveyed to Developer in that certain Deed recorded in Book 15964 at Page 721 in said Registry.

Only the property described on Exhibit "A" hereto is hereby made subject to this Supplemental Declaration and to such Declaration dated March 26, 1971. Nothing herein contained shall be held or construed to impose any restrictions on or easements in any other property of Developer, whether located within the Village of Raintree or otherwise.

The above-described property shall also be held, transferred, sold, conveyed and occupied subject to such additional and modified restrictions as are hereafter provided or as shall be filed or imposed in any subsequent document.

It is the express intention of Developer that the recording of this Supplemental Declaration shall extend to the owners of the property described herein the benefits of membership in the Raintree Homeowners Association and the full use and enjoyment of all existing Common Areas of the Village of Raintree.

ARTICLE II: MODIFICATIONS TO DECLARATION

The property identified in Article I above, and made subject to said Declaration of March 26, 1971 is hereby made subject to the following modifications to the Declaration:

1. Article I of the Declaration, Definitions, is amended as follows:

a. (4) Developer, is hereby amended to read to read: "Developer" shall mean and refer to Evans Development Company, Inc., a North Carolina corporation, having a principal place of business in the City of Charlotte, Mecklenburg County, North Carolina, its successors and assigns, but only insofar as there pertains to the property described in Article I above.

2. Article VIII, Section One of the Declaration, Right of First Refusal is deleted. Section Two thereof, Sale by Mortgage, shall be applicable to the property subject to this Supplemental Declaration.

3. Article IX entitled Raintree Country Club is hereby deleted, including all of Sections One, Two, Three, Four, Five, Six, Seven and Eight and the following is inserted in lieu thereof:

Every person or entity, other than the Developer, who is the owner of a fee interest in any lot or who is purchasing a lot under a contract purchase agreement, may (but shall not be required to) apply to become a member of the Raintree Country Club in accordance with the then existing Rules and Regulations governing such application for membership.

4. Article X, Section Two of the Declaration, Amendment, is deleted and the following is inserted in lieu thereof:

Section Two Amendment. The Covenants and Restrictions of this Declaration as they pertain to the lots and other properties shown and

referred to in Article II, Section One, may be amended at any time and from time to time during the period or extension or renewal thereof by an agreement signed by Developer, if it is the owner of any lots subject hereto, and to the extent permitted by law, by at least two-thirds of the owners of those lots who are subject hereto. In addition, any such Amendment may not be effective until the instrument evidencing such change has been filed of record in the land records of Mecklenburg County, North Carolina. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a Deed or other covenant therefore, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

5. It is the express intent of Developer and Developer hereby declares that the Declaration of Covenants, Conditions and Restrictions for the Village of Raintree recorded in Book 3282 at Page 205 in the Mecklenburg County Public Registry, as amended by this Supplemental Declaration, shall be the controlling instrument insofar as the Declaration of Covenants, Conditions and Restrictions for the Village of Raintree shall relate to the property developed or to be developed by Evans Development Company, Inc. and shall supersede and control over any conflicting provisions of the ByLaws of the Association, any rules or regulations established by the Association and any other instruments of any kind.

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration of Covenants, Conditions and Restrictions to be executed as of this the day and year first above written.

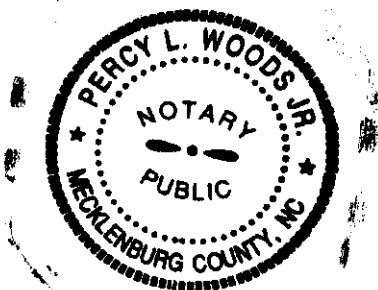
EVANS DEVELOPMENT COMPANY, INC.

By: Robert E. Evans
ROBERT E. EVANS, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Percy L. Woods, Jr., a Notary Public for said County and State, do hereby certify that ROBERT E. EVANS, President of EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 19th day of December, 2005.



Percy L. Woods, Jr.
NOTARY PUBLIC
My Commission Expires: 3-22-09

EXHIBIT A

LAND

All that parcel or parcels of real property located in Mecklenburg County, North Carolina and more particularly described as follows:

DESCRIPTION OF PROPERTY

BEGINNING at an iron pin set in the southerly right of way line of Pineville-Matthews Road, said iron pin marking the northwesternmost corner of the property conveyed to Crow-Klein-Miller #2(A) Limited Partnership by deed recorded in Book 5985 at Page 455 in the Mecklenburg County Public Registry, said iron pin having North Carolina grid coordinates Charlotte Cors ARP, Epoch 2002, N: 494403.99, E:1464718.67; and running thence from said Beginning point with the right of way line of said Pineville-Matthews Road in three calls and distances as follows: (1) N. 59-32-10 E. 51.45 feet to an iron pin set; (2) N. 62-28-06 E. 39.05 feet to an iron pin set; and (3) N. 59-33-48 E. 130.00 feet to an iron pin set; thence S. 72-33-31 E. 66.59 feet to an iron pin set in the westerly right of way line of Raintree Lane; thence with the westerly right of way of Raintree Lane S. 30-27-50 E. 160.09 feet to an iron pin set; thence continuing with the right of way line of said Raintree Lane with a circular curve to the right having a radius of 1139.10 feet, an arc distance of 288.28 feet (chord = S. 23-12-50 E. 287.51 feet) to an existing iron pin; thence continuing with the right of way line of said Raintree Lane S. 15-57-50 E. 249.04 feet to a point in a manhole, a common corner with the property conveyed to Raintree Homeowners Association, Inc. by deed recorded in Book 4066 at Page 833 in the Mecklenburg County Public Registry; thence with the Raintree Homeowners Association property (now or formerly) in four calls and distances as follows: (1) S. 79-21-21 W. 305.34 feet to an existing iron pin; (2) N. 02-42-13 W. 208.32 feet to an existing iron pin; (3) N. 24-04-44 W. 214.88 feet to an existing iron pin; and (4) N. 30-29-32 W. 236.46 feet to the point and place of BEGINNING, containing 4.313 acres all as shown on survey prepared by David B. Boyles, PLS, dated January 10, 2003.



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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Book: RE 19860 Page: 879-884

Document No.: 2006003071

RESTR 6 PGS \$26.00

Recorder: LYVANH PHETSARATH



2006003071

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 JUN 09 04:00 PM
BK 20572 PG 599-602 FEE: \$20.00
INSTRUMENT # 2006115222



2006115222

DRAWN BY AND MAIL TO:
Baucom, Claytor, Benton, Morgan and Wood P.A.
RD Box #14 (KRB)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**SUPPLEMENTAL DECLARATION
OF
GREENVIEW TERRACES TOWNHOMES**

THIS SUPPLEMENTAL DECLARATION, made and entered into the ____ day of June, 2006 by EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation and GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., (hereinafter referred jointly to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of that property described on Exhibit "A" attached to the Declaration of Covenants, Conditions and Restrictions of Greenview Terraces Townhomes recorded in Book 18324 at Page 584 and supplemented in Book 19860 at Page 879 in the Mecklenburg County Public Registry; and

WHEREAS, Declarant by the aforesaid Declaration has heretofore imposed Covenants, Conditions and Restrictions upon that certain property described on Exhibit "A" attached to said Declaration; and

WHEREAS, the aforesaid Declaration recorded in Book 18324 at Page 584 in said Registry provides therein in Article II, Section 2 that Declarant and the Association have the right to subject other real property to this Declaration; and

WHEREAS, Declarant now desires to annex to the existing subdivision, subject to the terms and provisions of the aforesaid Declaration, that certain property designated and shown on a map recorded in Map Book 45, Page 928 in said Registry entitled Greenview Terraces, Map 2;

NOW THEREFORE pursuant to the provisions of the aforesaid Declaration, Declarant does hereby annex said map of Greenview Terraces, Map 2 as same is shown on map thereof, recorded in Map Book 45, page 928 in said Registry, to the property which is the subject of the Declaration of Covenants, Conditions and Restrictions recorded in Book 18324, Page 584 and supplemented in Book 19860 at Page 879 in the Mecklenburg County Public Registry, and hereby subjects the said map to the terms and provisions of said Declaration, such that the property shall be within the scheme of said Declaration and within the jurisdiction of the aforesaid Association identified in said Declaration, and to the further end that all present and future owners of all lots shown on the map recorded in Map Book 45, Page 928 in the Mecklenburg County Public Registry shall be subject to the terms and conditions of said Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned has, by the authority of its Board of Directors (or by their individual signatures and seals) have caused this instrument to be executed in its corporate name by its President as of the day and year first above written.

EVANS DEVELOPMENT COMPANY, INC.

By: Robert E. Evans
ROBERT E. EVANS, President

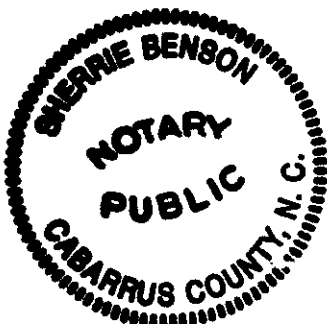
**GREENVIEW TERRACES TOWNHOMES
ASSOCIATION, INC.**

By: Robert E. Evans
ROBERT E. EVANS, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sherrie Benson, a Notary Public for said County and State, do hereby certify that ROBERT E. EVANS, President of EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 03 day of June, 2006.

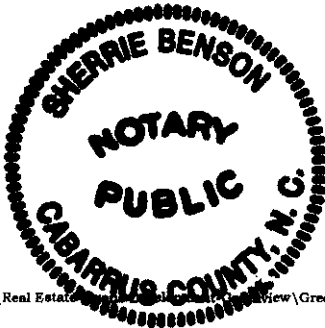


Sherrie Benson
NOTARY PUBLIC
My Commission Expires: 03/01/2009

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

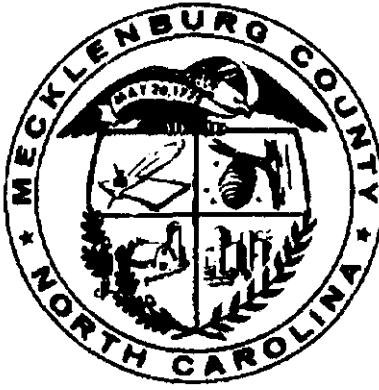
I, Sherrie Benson, a Notary Public for said County and State, do hereby certify that ROBERT E. EVANS, President of GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 9th day of June, 2006.



Sherrie Benson

NOTARY PUBLIC

My Commission Expires: 03/01/2009



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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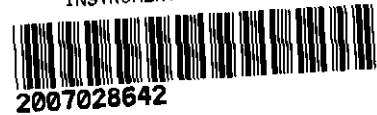
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Book: RE 20572 **Page:** 599-602
Document No.: 2006115222
DECL 4 PGS \$20.00
Recorder: LYVANH PHETSARATH



2006115222

FOR REGISTRATION JUDITH H. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2007 FEB 12 03:24 PM
BK. 21766 PG: 176-179 FEE: \$20.00
INSTRUMENT # 2007028642



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Baucom, Claytor, Benton, Morgan and Wood P.A.
RD Box #14 (KRB)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**SECOND
SUPPLEMENTAL DECLARATION
OF
GREENVIEW TERRACES TOWNHOMES**

THIS SUPPLEMENTAL DECLARATION, made and entered into the 12th day of February, 2007 by EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation and GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., (hereinafter referred jointly to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of that property described on Exhibit "A" attached to the Declaration of Covenants, Conditions and Restrictions of Greenview Terraces Townhomes recorded in Book 18324 at Page 584 and supplemented in Book 19860 at Page 879 and in Book 20572, Page 599 in the Mecklenburg County Public Registry; and

WHEREAS, Declarant by the aforesaid Declaration has heretofore imposed Covenants, Conditions and Restrictions upon that certain property described on Exhibit "A" attached to said Declaration; and

WHEREAS, the aforesaid Declaration recorded in Book 18324 at Page 584 in said Registry provides therein in Article II, Section 2 that Declarant and the Association have the right to subject other real property to this Declaration; and

WHEREAS, Declarant now desires to annex to the existing subdivision, subject to the terms and provisions of the aforesaid Declaration, that certain property designated and shown on a map recorded in Map Book 47, Page 553 in said Registry entitled Greenview Terraces, Map 3;

NOW THEREFORE pursuant to the provisions of the aforesaid Declaration, Declarant does hereby annex said map of Greenview Terraces, Map 2 as same is shown on map thereof, recorded in Map Book 47, Page 553 in said Registry, to the property which is the subject of the Declaration of Covenants, Conditions and Restrictions recorded in Book 18324, Page 584 and supplemented in Book 19860 at Page 879 and in Book 20572, Page 599 in the Mecklenburg County Public Registry, and hereby subjects the said map to the terms and provisions of said Declaration, such that the property shall be within the scheme of said Declaration and within the jurisdiction of the aforesaid Association identified in said Declaration, and to the further end that all present and future owners of all lots shown on the map recorded in Map Book 47, Page 553 in the Mecklenburg County Public Registry shall be subject to the terms and conditions of said Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned has, by the authority of its Board of Directors (or by their individual signatures and seals) have caused this instrument to be executed in its corporate name by its President as of the day and year first above written.

EVANS DEVELOPMENT COMPANY, INC.

By: Robert E. Evans
ROBERT E. EVANS, President

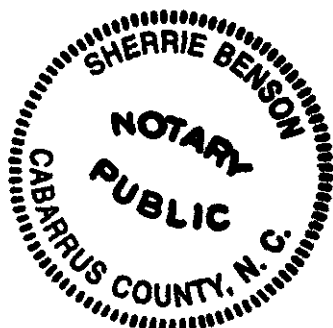
**GREENVIEW TERRACES TOWNHOMES
ASSOCIATION, INC.**

By: Robert E. Evans
ROBERT E. EVANS, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sherrie Benson, a Notary Public for said County and State, do hereby certify that ROBERT E. EVANS, President of EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 12th day of February, 2007.

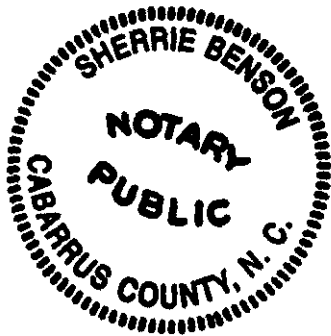


Sherrie Benson
NOTARY PUBLIC Sherrie Benson
My Commission Expires: 03/01/2009

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sherrie Benson, a Notary Public for said County and State, do hereby certify that ROBERT E. EVANS, President of GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 12th day of February, 2007



A handwritten signature of Sherrie Benson in cursive script, written over a horizontal line.

NOTARY PUBLIC Sherrie Benson
My Commission Expires:03/01/2009



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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and/or cancellation.

Filed For Registration: 02/12/2007 03:24 PM

Book: RE 21766 Page: 176-179

Document No.: 2007028642

DECL 4 PGS \$20.00

Recorder: TERESITA BYRUM



2007028642

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2007 AUG 17 03:15 PM
BK: 22691 PG: 294-297 FEE: \$20.00
INSTRUMENT # 2007171391

2007171391

DRAWN BY AND MAIL TO:
Baucom, Claytor, Benton, Morgan and Wood P.A.
RD Box #14 (KRB)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**THIRD
SUPPLEMENTAL DECLARATION
OF
GREENVIEW TERRACES TOWNHOMES**

THIS SUPPLEMENTAL DECLARATION, made and entered into the 17th day of August, 2007 by EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation and GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., (hereinafter referred jointly to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of that property described on Exhibit "A" attached to the Declaration of Covenants, Conditions and Restrictions of Greenview Terraces Townhomes recorded in Book 18324 at Page 584, supplemented in Book 19860 at Page 879, in Book 20572, Page 599 and in Book 21766, Page 176 in the Mecklenburg County Public Registry; and

WHEREAS, Declarant by the aforesaid Declaration has heretofore imposed Covenants, Conditions and Restrictions upon that certain property described on Exhibit "A" attached to said Declaration; and

WHEREAS, the aforesaid Declaration recorded in Book 18324 at Page 584 in said Registry provides therein in Article II, Section 2 that Declarant and the Association have the right to subject other real property to this Declaration; and

WHEREAS, Declarant now desires to annex to the existing subdivision, subject to the terms and provisions of the aforesaid Declaration, that certain property designated and shown on a map recorded in Map Book 48, Page 760 in said Registry entitled Greenview Terraces, Map 4;

NOW THEREFORE pursuant to the provisions of the aforesaid Declaration, Declarant does hereby annex said map of Greenview Terraces, Map 4 as same is shown on map thereof, recorded in Map Book 48, Page 760 in said Registry, to the property which is the subject of the Declaration of Covenants, Conditions and Restrictions recorded in Book 18324, Page 584, supplemented in Book 19860 at Page 879, in Book 20572, Page 599 and in Book 21766, Page 176 in the Mecklenburg County Public Registry, and hereby subjects the said map to the terms and provisions of said Declaration, such that the property shall be within the scheme of said Declaration and within the jurisdiction of the aforesaid Association identified in said Declaration, and to the further end that all present and future owners of all lots shown on the map recorded in Map Book 48, Page 760 in the Mecklenburg County Public Registry shall be subject to the terms and conditions of said Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned has, by the authority of its Board of Directors (or by their individual signatures and seals) have caused this instrument to be executed in its corporate name by its President as of the day and year first above written.

EVANS DEVELOPMENT COMPANY, INC.

By: 
ROBERT E. EVANS, President

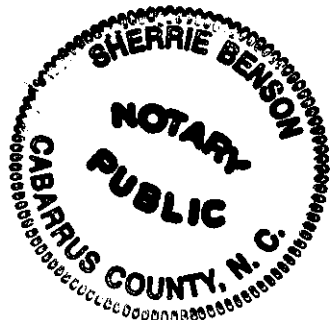
**GREENVIEW TERRACES TOWNHOMES
ASSOCIATION, INC.**

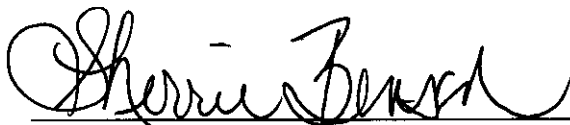
By: 
ROBERT E. EVANS, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sherrie Benson, a Notary Public for said County and State, do hereby certify that ROBERT E. EVANS, President of EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 17th day of August, 2007.

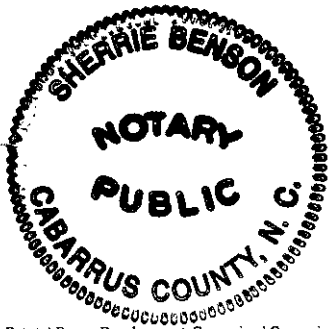



NOTARY PUBLIC Sherrie Benson
My Commission Expires: 03/01/2009

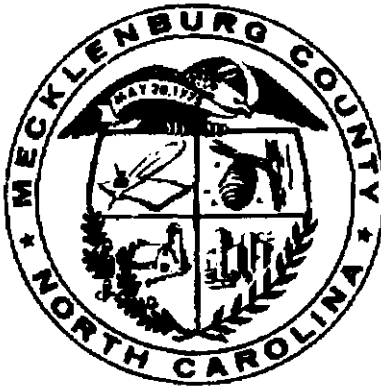
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sherrie Benson, a Notary Public for said County and State, do hereby certify that ROBERT E. EVANS, President of GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 17th day of August, 2007

A handwritten signature of Sherrie Benson in cursive script, positioned above a horizontal line.

NOTARY PUBLIC Sherrie Benson
My Commission Expires:03/01/2009



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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Filed For Registration: 08/17/2007 03:15 PM
Book: RE 22691 Page: 294-297
Document No.: 2007171391
DECL 4 PGS \$20.00
Recorder: KAMIL COOPER



2007171391

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2008 MAY 02 01:56 PM
BK: 23711 PG: 273-276 FEE: \$20.00
INSTRUMENT # 2008078298

2008078298

DRAWN BY AND MAIL TO:
Baucom, Claytor, Benton, Morgan and Wood P.A.
RD Box #14 (KRB)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**FOURTH
SUPPLEMENTAL DECLARATION
OF
GREENVIEW TERRACES TOWNHOMES**

THIS SUPPLEMENTAL DECLARATION, made and entered into the 1st day of May, 2008 by EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation and GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., (hereinafter referred jointly to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of that property described on Exhibit "A" attached to the Declaration of Covenants, Conditions and Restrictions of Greenview Terraces Townhomes recorded in Book 18324 at Page 584, supplemented in Book 19860 at Page 879, in Book 20572, Page 599, in Book 21766, Page 176 and in Book 22691, Page 294 in the Mecklenburg County Public Registry; and

WHEREAS, Declarant by the aforesaid Declaration has heretofore imposed Covenants, Conditions and Restrictions upon that certain property described on Exhibit "A" attached to said Declaration; and

WHEREAS, the aforesaid Declaration recorded in Book 18324 at Page 584 in said Registry provides therein in Article II, Section 2 that Declarant and the Association have the right to subject other real property to this Declaration; and

WHEREAS, Declarant now desires to annex to the existing subdivision, subject to the terms and provisions of the aforesaid Declaration, that certain property designated and shown on a map recorded in Map Book 49, Page 669 in said Registry entitled Greenview Terraces, Map 5;

NOW THEREFORE pursuant to the provisions of the aforesaid Declaration, Declarant does hereby annex said map of Greenview Terraces, Map 5 as same is shown on map thereof, recorded in Map Book 49, Page 669 in said Registry, to the property which is the subject of the Declaration of Covenants, Conditions and Restrictions recorded in Book 18324, Page 584, supplemented in Book 19860 at Page 879, in Book 20572, Page 599, in Book 21766, Page 176 and in Book 22691, Page 294 in the Mecklenburg County Public Registry, and hereby subjects the said map to the terms and provisions of said Declaration, such that the property shall be within the scheme of said Declaration and within the jurisdiction of the aforesaid Association identified in said Declaration, and to the further end that all present and future owners of all lots shown on the map recorded in Map Book 49, Page 669 in the Mecklenburg County Public Registry shall be subject to the terms and conditions of said Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned has, by the authority of its Board of Directors (or by their individual signatures and seals) have caused this instrument to be executed in its corporate name by its President as of the day and year first above written.

EVANS DEVELOPMENT COMPANY, INC.

By: Robert E. Evans
ROBERT E. EVANS, President

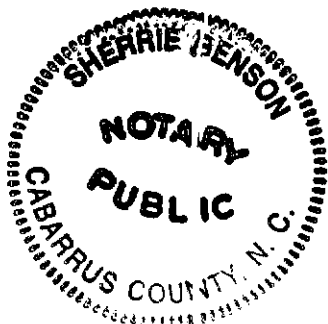
**GREENVIEW TERRACES TOWNHOMES
ASSOCIATION, INC.**

By: Robert E. Evans
ROBERT E. EVANS, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sherrie Benson, a Notary Public for said County and State, do hereby certify that ROBERT E. EVANS, President of EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 15th day of May, 2008.

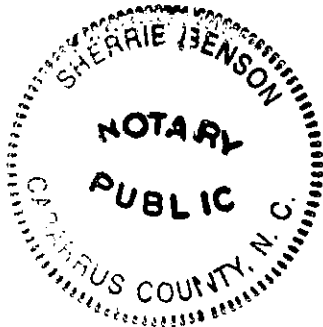


Sherrie Benson
NOTARY PUBLIC Sherrie Benson
My Commission Expires: 03/01/2009

STATE OF NORTH CAROLINA

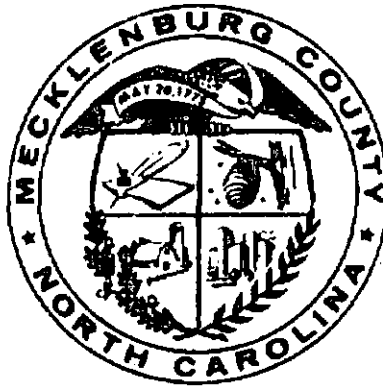
COUNTY OF MECKLENBURG

I, Sherrie Benson, a Notary Public for said County and State, do hereby certify that ROBERT E. EVANS, President of GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 1st day of May, 2008



A handwritten signature of Sherrie Benson in cursive script, written over a horizontal line.

NOTARY PUBLIC Sherrie Benson
My Commission Expires:03/01/2009



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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Filed For Registration: 05/02/2008 01:56 PM
Book: RE 23711 Page: 273-276
Document No.: 2008078298
DECL 4 PGS \$20.00
Recorder: KAMIL COOPER



2008078298

INSTRUMENT # 2008152374



DRAWN BY AND MAIL TO:
Baucom, Claytor, Benton, Morgan and Wood P.A.
RD Box #14 (KRB)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**FIFTH
SUPPLEMENTAL DECLARATION
OF
GREENVIEW TERRACES TOWNHOMES**

THIS SUPPLEMENTAL DECLARATION, made and entered into the 4th day of September, 2008 by EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation and GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., (hereinafter referred jointly to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of that property described on Exhibit "A" attached to the Declaration of Covenants, Conditions and Restrictions of Greenview Terraces Townhomes recorded in Book 18324 at Page 584, supplemented in Book 19860 at Page 879, in Book 20572, Page 599, in Book 21766, Page 176, in Book 22691, Page 294 and in Book 23711, Page 273 in the Mecklenburg County Public Registry; and

WHEREAS, Declarant by the aforesaid Declaration has heretofore imposed Covenants, Conditions and Restrictions upon that certain property described on Exhibit "A" attached to said Declaration; and

WHEREAS, the aforesaid Declaration recorded in Book 18324 at Page 584 in said Registry provides therein in Article II, Section 2 that Declarant and the Association have the right to subject other real property to this Declaration; and

WHEREAS, Declarant now desires to annex to the existing subdivision, subject to the terms and provisions of the aforesaid Declaration, that certain property

LP

designated and shown on a map recorded in Map Book 50, Page 258 in said Registry entitled Greenview Terraces, Map 6;

NOW THEREFORE pursuant to the provisions of the aforesaid Declaration, Declarant does hereby annex said map of Greenview Terraces, Map 6 as same is shown on map thereof, recorded in Map Book 50, Page 258 in said Registry, to the property which is the subject of the Declaration of Covenants, Conditions and Restrictions recorded in Book 18324, Page 584, supplemented in Book 19860 at Page 879, in Book 20572, Page 599, in Book 21766, Page 176, in Book 22691, Page 294 and in Book 23711, Page 273 in the Mecklenburg County Public Registry, and hereby subjects the said map to the terms and provisions of said Declaration, such that the property shall be within the scheme of said Declaration and within the jurisdiction of the aforesaid Association identified in said Declaration, and to the further end that all present and future owners of all lots shown on the map recorded in Map Book 50, Page 258 in the Mecklenburg County Public Registry shall be subject to the terms and conditions of said Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned has, by the authority of its Board of Directors (or by their individual signatures and seals) have caused this instrument to be executed in its corporate name by its President as of the day and year first above written.

EVANS DEVELOPMENT COMPANY, INC.

By: Robert E. Evans
ROBERT E. EVANS, President

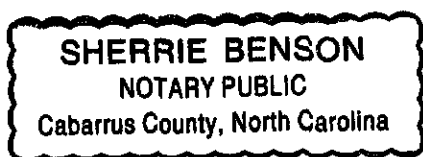
**GREENVIEW TERRACES TOWNHOMES
ASSOCIATION, INC.**

By: Griffin R. Burton
GRIFFIN R. BURTON, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sherrie Benson, a Notary Public for said County and State, do hereby certify that ROBERT E. EVANS, President of EVANS DEVELOPMENT COMPANY, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 11th day of September, 2008.



Sherrie Benson
NOTARY PUBLIC Sherrie Benson
My Commission Expires: 03/01/2009

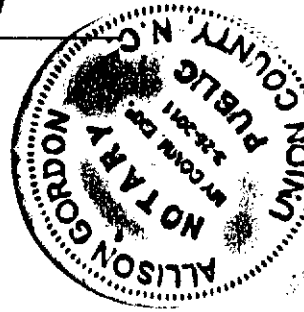
STATE OF NORTH CAROLINA

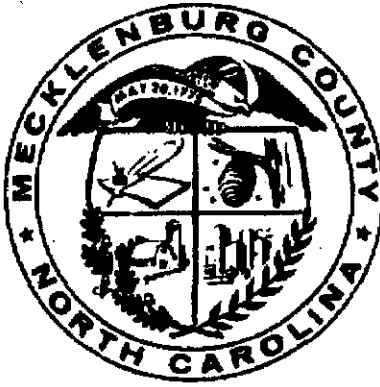
COUNTY OF MECKLENBURG

I, Allison Gordon, a Notary Public for said County and State, do hereby certify that GRIFFIN R. BURTON President of GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC., a North Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing document of behalf of said Corporation as the act and deed thereof. Witness my hand and seal, this 4 day of September, 2008

Allison Gordon
NOTARY PUBLIC
My Commission Expires: 3/25/11

My Commission Expires March 25, 2011





JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

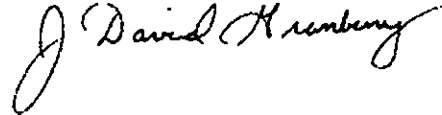
It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 09/12/2008 12:15 PM
Book: RE 24116 Page: 828-831
Document No.: 2008152374
DECL 4 PGS \$20.00
Recorder: LYVANH PHETSARATH



2008152374

For Registration J. David Granberry
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2014 Nov 20 03:44 PM RE Excise Tax: \$ 0.00
Book: 29585 Page: 256 Fee: \$ 26.00
Instrument Number: 2014135465



drawn by/mail to:

Cynthia A. Jones
Horack, Talley, Pharr & Lowndes
R/D Box #194
2600 One Wells Fargo Center
301 S. College Street
Charlotte, NC 28202

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR GREENVIEW TERRACES TOWNHOMES

This is an Amendment to the Declaration of Covenants, Conditions and Restrictions for Greenview Terraces Townhomes, the original Declaration having been recorded February 4, 2005 in Book 18324, Page 584 in the Mecklenburg County Register of Deeds (hereinafter referred to as "the Declaration"). Article XIII Section 3 of the Declaration provides that the covenants and restrictions may be amended during the first twenty-five (25) years by an instrument signed by the owners of not less than sixty-six (66%) percent of the Lots. The North Carolina Planned Community Act (N.C.G.S. 47F et. seq.) ("Act") provides that the Declaration may be amended only by affirmative vote or written agreement signed by owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated. Since this community was formed after the Act the provisions of the Act with respect to the amendment approval will control. Attached hereto and incorporated herein as Exhibit A is the written agreement signed by owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated.

WHEREFORE, the Declaration is hereby amended as follows:

1. A new "Section 32" is added to Article VIII as follows:

HTPL: 431034v5

submitted electronically by "Horack Talley Pharr & Lowndes PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

"Section 32. LEASING OF LOTS

Each Lot is restricted to residential use by its Owner, his immediate family, guest, invitees and lessees. The Association and its Board of Directors has deemed it to be in the best interest of Owners to restrict the number of Lots that may be leased or occupied by persons other than the Owner. Such restrictions will, among other things, enhance property values by promoting stability and reducing resident turnover; increasing interest by the Owners in the appearance and maintenance of their Lots and the community; minimizing problems of rule enforcement and vandalism; and ensuring that Lots and Owners qualify for certain federally-supported mortgage programs. These restrictions do not restrict any Owner's rights under the First Amendment or any other provision of the U.S. Constitution, nor are they violative of public policy.

- (a) Notice to Board: Any Owner intending to make a lease of his/her Lot shall give prior written notice to the Board of Directors (or any Managing Agent designated by the Board) of such intention. For purposes of this Section, "lease" is defined as regular, exclusive occupancy of a Lot by any person(s), other than the Owner, for which the Owner receives any consideration or benefit, including but not limited to, a fee, service, property or gratuity. The required notice shall include a complete copy of the proposed lease, a valid, current and ongoing rental dwelling insurance policy from the owner, a valid, current and ongoing renter insurance policy from the Lessee and such other information as the Board or its agent shall reasonably require. All insurance policies shall be maintained during the term of the Lease. All leases of Lots shall be in writing, utilizing standardized lease forms provided by or approved by the Board or its Managing Agent. The provisions of this Section shall also apply to the renewal of or modification to the terms of any lease of a Lot. No subleasing of a Lot shall be allowed. No Lot shall be leased for transient or hotel purposes, and the minimum initial term of any proposed lease shall not be less than twelve months.
- (b) Approval of the Board: Within 15 days after receipt of such notice, the Board or its Managing Agent shall provide the Owner with written notice of its approval or disapproval of the proposed lease. The decision of the Board shall be final and non-appealable. The Board's approval may be conditioned upon the addition, deletion, or modification of any provision of the proposed lease, or information gleaned by the Board from any investigative, criminal or other background reports obtained by or provided to the Board. The procedures for obtaining, and the parameters for reviewing such reports, shall be promulgated by the Board. **The Board specifically reserves the right to withhold the approval of any lease which would result in more than four (4) of the total number of Lots within the community being occupied by persons other than the Owner. The approval of any lease beyond the four (4) allowable may be made at the discretion of the Board, based on proof of significant financial hardship by the Owner.** The failure of the Board to provide written notice to the Owner of

its approval or disapproval of the proposed lease within the 15-day period contemplated by this section shall be deemed an approval of the proposed lease.

- (c) Compliance with Declaration, By-Laws, and Rules and Regulations: Any Owner leasing his/her Lot shall provide the Lessee with a copy of the Declaration, By-Laws, and Rules and Regulations affecting the community upon execution of the lease. The Lessee shall be bound in all respects by the provisions contained therein. Any default by a Lessee of such provisions shall entitle the Association to terminate the lease, and the Owner hereby irrevocably appoints the Association as its lawful attorney-in-fact (which appointment is coupled with an interest) to take all actions necessary to terminate the lease and the Lessee's right to possession of the Lot, including the commencement of legal proceedings against the Owner and/or the Lessee.
- (d) Void Transactions: Any lease of a Lot which is not approved pursuant to the terms of this section shall be void, unless subsequently approved in writing by the Board. Any violation of these provisions shall subject the Owner to a fixed or daily fine, after notice and an opportunity to be heard, in accordance with N.C.G.S. § 47F-3-107.1.
- (e) The Board of Directors reserves the right to waive any or all of these restrictions with respect to any particular Lot *only* for exceptional circumstances, or if strict enforcement hereof would result in an undue hardship on the Owner. Decisions on claimed hardships shall be determined on a case-by-case basis, are in the sole discretion of the Board of Directors, and are not appealable by the Owner.
- (f) In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.
- (g) The limitation expressed in Section 32(b) above (regarding more than four of the Lots being leased) shall not be applicable to the Lots listed in the attached Exhibit A until the transfer of fee simple ownership by the owner of the Lots listed in the attached Exhibit A. The properties listed in Exhibit A are those that have current leases in place as of the date of the approval of this amendment. As used in this Section, a "transfer of fee simple ownership" shall not be deemed to include a transfer by will, bequest or devise; a transfer to the Owner's spouse or descendants; or to a business entity in which the Owner owns a controlling interest. All other provisions of this Section 32, including the requirement to provide a copy of the lease to the Board, shall apply to all Owners.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned President has caused this instrument to be executed under seal as of the day and year written below, indicating that at least sixty-seven percent (67%) of the Owners have approved this amendment

GREENVIEW TERRACES TOWNHOMES ASSOCIATION, INC.

By: William J. Reilly
 Print Name: WILLIAM J. REILLY
 Its: President President

STATE OF North Carolina
 COUNTY OF Mecklenburg

before me, the undersigned Notary Public in and for the County and State aforesaid, personally came William J. Reilly, who, being duly sworn, says that he is President of Greenview Terraces Townhomes Association, Inc., that the statements contained in the foregoing instrument are true, and he/she voluntarily acknowledged said instrument, for the purposes therein, to be the duly authorized act and deed of said company.

WITNESS my hand and notarial stamp or seal this 16 day of November, 2014.

Cynthia H. Mashburn
 Notary Public

My Commission Expires:

March 24, 2016
 (Notarial Seal)

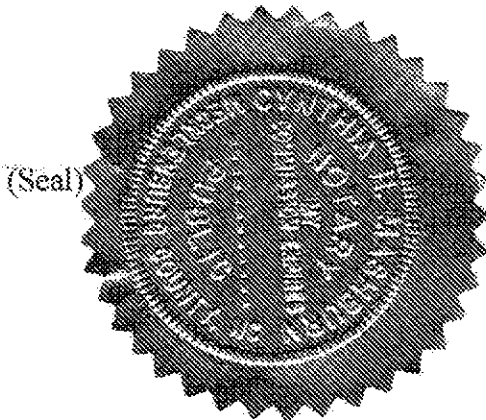
*See Attached

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came WILLIAM J. REILLY who, being duly sworn, says that he is President of Greenview Terraces Townhomes Association, Inc., that the statements contained in the foregoing instrument are true, and he voluntarily acknowledged said instrument, for the purposes therein, to be dully authorized act and deed of said company.

WITNESS my hand and notarial stamp or seal this 16th day of November, 2014.



Cynthia H. Mashburn
Cynthia H. Mashburn, Notary Public

MY COMMISSION EXPIRES 3/24/2016

B29585, P261

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 Greenview Terraces Townhomes Association, Inc., that the statements contained in the foregoing instrument are true, and he/she voluntarily acknowledged said instrument, for the purposes therein, to be the duly authorized act and deed of said company.

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

Notary Public

My Commission Expires:

(Notarial Seal)

Exhibit A

Property Address: 7912 Greenview Terrace Court
Owner Printed Name: Lisa M. Ambrose Owner Printed Name: _____
Name: _____
Owner Signatures: Lisa M. Ambrose Owner Signatures: _____

Property Address: 1945 Greenview Terrace Court
Owner Printed Name: Lisa Beam Kintner Owner Printed Name: _____
Owner Signatures: Lisa B Kintner Owner Signatures: _____

Property Address: 7916 Greenview Terrace Ct
Owner Printed Name: Patricia Bowman Owner Printed Name: _____
Owner Signatures: P. Bowman Owner Signatures: _____

Property Address: 8026 Greenview Terrace Ct.
Owner Printed Name: Paula M. Reilly Owner Printed Name: William J. Reilly
Owner Signatures: Paula M. Reilly Owner Signatures: William J. Reilly

Exhibit A (continued)

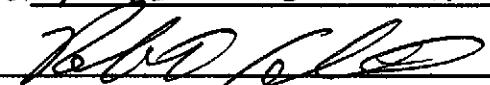
Property Address: 7930 Greenview Terr. CtOwner Printed Name: Susan Barry-MayoOwner Signatures: Property Address: 7919 Greenview Terr. Ct.Owner Printed Name: PETER CHUAN CHENOwner Signatures: ChuanProperty Address: 7922 Greenview Terrace CT.Owner Printed Name: Annes B. FLYNNOwner Signatures: Anne B. FlynnProperty Address: 7904 Greenview Terrace CtOwner Printed Name: Barbara E. ArringtonOwner Signatures: Barbara E. ArringtonProperty Address: 7909 GREENVIEW TERRACE CT.Owner Printed Name: GRIFFIN BURTONOwner Signatures: Property Address: 8004 GREENVIEW TERRACE CTOwner Printed Name: ROBERT CALCUTTAOwner Signatures: 

Exhibit A (continued)

Property Address: 7905-GREENVIEW TERRACE

Owner Printed Name: Douglas K. Mashburn

Owner Signatures: Douglas K. Mashburn

Property Address: 802 GREENVIEW TERR. CT.

Owner Printed Name: ROBERT O. EDWARDS

Owner Signatures: Robert O. Edwards

Property Address: 7913 GREENVIEW TERRACE CT

Owner Printed Name: KERR MCGAHA

Owner Signatures: Kerr McGaha

Property Address: 8025 Greenview Terrace CT.

Owner Printed Name: KAREN DUGANIER

Owner Signatures: Karen Duganier

Property Address: 8029 GREENVIEW TERRACE CT

Owner Printed Name: ROBERT L. CHILES

Owner Signatures: Robert L. Chiles

Property Address: 7944 GREENVIEW TERRACE CT.

Owner Printed Name: DAVID VAN EPPS

Owner Signatures: David Van Epps

Property Address: 7923 Greenview Terrace Ct
Owner Printed Name: Tamara Porter Owner Printed Name: _____
Owner Signatures: Tamara Porter Owner Signatures: _____

Property Address: 7927 Greenview Terrace
Owner Printed Name: Mary G. Gable Owner Printed Name: _____
Owner Signatures: [Signature] Owner Signatures: _____

Property Address: 8022 GREENVIEW TERRACE
Owner Printed Name: ELIZABETH GUNY Owner Printed Name: _____
Owner Signatures: Elizabeth Guny Owner Signatures: _____

Property Address: 8008 Greenview Terrace
Owner Printed Name: Paula Burnett Owner Printed Name: _____
Owner Signatures: Paula Burnett Owner Signatures: _____

Exhibit AProperty Address: 2940 Greenview TerraceOwner Printed Name: Pat Perrine

Owner Printed Name: _____

Owner Signatures: Pat Perrine

Owner Signatures: _____

→ Property Address: 8011 greenview terrace→ Owner Printed Name: Gregory H. Cobb

Owner Printed Name: _____

→ Owner Signatures: Guy H. Cobb

Owner Signatures: _____

Property Address: 8018 Greenview TerrOwner Printed Name: A. Bruce Chestnut

Owner Printed Name: _____

Owner Signatures: A. Bruce Chestnut

Owner Signatures: _____

Property Address: _____

Owner Printed Name: _____

Owner Printed Name: _____

Owner Signatures: _____

Owner Signatures: _____

Property Address: _____

Owner Printed Name: _____

Owner Printed Name: _____

Owner Signatures: _____

Owner Signatures: _____

Property Address: _____

Owner Printed Name: _____

Owner Printed Name: _____

Owner Signatures: _____

Owner Signatures: _____

Property Address: _____

Owner Printed Name: _____

Owner Printed Name: _____

Owner Signatures: _____

Owner Signatures: _____

Property Address: _____

Owner Printed Name: _____

Owner Printed Name: _____

Owner Signatures: _____

Owner Signatures: _____