

**BYLAWS OF
BELLE GROVE PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION. The name of the corporation is Belle Grove Property Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located, and meetings of Members and Directors may be held, at such places as may be designated by the Board of Directors of the Association from time to time (referred to herein as the "Board of Directors").

**ARTICLE II
DEFINITIONS**

Section 1. All capitalized terms herein not defined herein shall have the meanings ascribed to such terms in that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Belle Grove, recorded in Book 13393, Page 889 of the Mecklenburg County Public Registry, as the same may be amended or supplemented from time to time ("Declaration").

Section 2. "Membership" means all Members, as a group.

**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 in the same month of each year thereafter, at a date, time and place within Mecklenburg County, North Carolina selected by the Board of Directors.

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 Membership.

Section 3. Notice of Meetings. Except as otherwise provided in the Declaration or these Bylaws, 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 the notice, postage prepaid, not less than ten (10) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes and any proposal to remove a Director or Officer.

Section 4. Quorum. The presence at the meeting of Members or proxies entitled to cast at least fifty percent (50%) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. Notwithstanding any provision to the contrary in the Declaration or these Bylaws, the quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted. Thereafter, the quorum requirement shall increase to its original amount.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of its Lot.

ARTICLE IV
BOARD OF DIRECTORS SELECTION:
TERM OF OFFICE

Section 1. Number. The Board of Directors shall consist of not less than three (3) nor more than five (5) directors (the "Directors"), as determined by the Members, and shall manage the affairs of the Association.

Section 2. Term of Office. The terms of office of the first Directors elected or appointed by the incorporator at the organizational meeting of the Association to complete the organization of the Association (the "First Directors") shall be for the period until the first annual meeting of the Members at which their successors are elected. The terms of each Director other than such First Directors shall be for one (1) year or until a successor is elected, whichever shall be the longer period. Each Director, other than the First Directors elected or appointed by the incorporator, shall be elected at the annual meeting.

Section 3. Removal. Any Director, other than a First Director, and those appointed to fill a resignation in accordance with Article V, Section 2, may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association present and entitled to vote at any meeting of the Members at which a majority of the votes of the Association is present. In the event of death, resignation or removal, pursuant to these Bylaws, of a Director, a successor shall be selected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for any actual expenses incurred in the performance of duties hereunder.

Section 5. Action 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

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Easement Area including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, including fines;

(b) suspend the voting rights during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and

(d) employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties, which may include the carrying out of powers or duties of the Board of Directors herein specified.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of one-fourth (1/4) of the votes of the Class A Members, and to make its financial and other records reasonably available for examination by Members and their authorized agents;

(b) supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix the amount of the annual assessment against each Lot as provided in the Declaration;

(2) send written notice of each annual assessment and each special assessment to every Lot Owner subject thereto, as provided in the Declaration; and

(3) foreclose the lien against a Lot if the Owner thereof has not paid the assessment thereon within such time as the Board of Directors may determine, or bring an action at law against the Lot Owner personally obligated to pay the same;

(d) issue, or cause an appropriate Officer to issue, upon demand by any person and within 10 business days of receipt of such demand, a certificate setting forth whether or not

any assessment has been paid; a reasonable charge may be made by the Board of Directors for the issuance of these certificates (if the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate);

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Easement Area to be maintained and to hire a property manager for such purposes as provided in the Declaration.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be President, Vice-President, Secretary, and Treasurer, and such other Officers as the Board of Directors may from time to time by resolution create (the "Officers").

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors and thereafter 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 of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors 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 of Directors 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 of Directors. Any Officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the 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 of Directors. The Officer appointed to the vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section 7. Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board of Directors are carried out. The President shall have authority to sign all leases, mortgages, deeds of trust, deeds, and other written instruments, including but not limited to amendments to the Declaration and certifications thereof by the Association.

(b) Vice President. The Vice President (the "Vice President") shall act in the place and stead of the President in the event of his absence or inability or refusal to act, and exercise and discharge such other duties as may be required of him by the Board of Directors. The Vice President shall likewise have authority to sign all leases, mortgages, deeds of trust, deeds, and other written instruments, including but not limited to amendments to the Declaration and certifications thereof by the Association.

(c) Secretary; Assistant Secretaries. The Secretary (the "Secretary") shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; prepare amendments to the Declaration or certifications thereof by the Association upon approval thereof by the Association; record amendments to the Declaration and/or certifications thereof by the Association; attest to the execution of documents by the President or the Vice President; and perform such other duties as required by the Board of Directors. Any Assistant Secretary (the "Assistant Secretary") may act in the place and stead of the Secretary in the event of his or her absence or inability or refusal to act.

(d) Treasurer. The Treasurer (the "Treasurer") shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an independent annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and 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 requesting the same.

ARTICLE IX COMMITTEES

The Association shall appoint such committees as deemed appropriate in carrying out its purposes.

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 a reasonable cost.

ARTICLE XI
ASSESSMENTS AND FINES

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest as provided in the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorneys' fees of any 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 nonuse of the Common Easement Area or abandonment of its Lot.

The Association may also establish a schedule of fines for violations of the terms of the Declaration. Fines may be imposed after notice to the Owner and an opportunity to be heard. Fines may be enforced in the same manner as assessments.

ARTICLE XII
AMENDMENTS

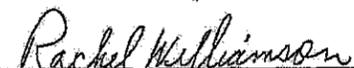
Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by the holder of two-thirds (2/3) of the votes of the Members of the Association present in person or by proxy at the meeting at which the vote is taken; provided, however, the consent of the Declarant shall be required for any amendment so long as Declarant or its successor shall be a Class B Member.

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 the Articles or these Bylaws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

The seal of the Association shall be in such form as the Board of Directors shall adopt from time to time.



Rachel Williamson,
Secretary

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Belle Grove Property Owners Association, Inc., a North Carolina nonprofit corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, duly adopted by the Board of Directors thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 2nd day of October 2002.

By: Rachel Williamson
Rachel Williamson,
Secretary

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2002 MAR 21 03:30 PM
BOOK: 13393 PAGE: 889-854 FEE: \$206.00
INSTRUMENT # 2002058179

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR
BELLE GROVE**

Charlotte, Mecklenburg County
North Carolina

Drawn by and mail to:
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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR BELLE GROVE**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR BELLE GROVE (this "Declaration") is made as of the 21st day of January, 2002, by **HD COMMERCIAL PROPERTIES, LLC**, a North Carolina limited liability company ("Declarant"), **3315 SPRINGBANK LANE, LLC**, a North Carolina limited liability company ("3315"), **R. DOWNIE SAUSSY**, ("Saussy"), **FREDRICK D. JUDSON** and wife, **DIANE E. JUDSON**, residents of Mecklenburg County ("Judson"), **JAMES H. RICHARDSON, JR.**, unmarried ("Richardson" and together with 3315, Saussy and Judson, "Lot 1 Owner"), **BELLE GROVE OFFICE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation ("Belle Grove" or "Lot 2 Owner"), **GRANVILLE AT BELLE GROVE, LLC**, a North Carolina limited liability company ("Granville"), **DIXIE LAND COMPANY, LLC**, a Virginia limited liability company ("Dixie"), **RONALD O. BRYANT** and wife, **NANCY C. BRYANT** (collectively, "Bryant"), **RICHARD I. MCHENRY**, Agent ("McHenry"), **RAY V. JOHNSEN** and wife, **NANCY J. JOHNSEN** (collectively, "Johnsen" and together with Granville, Dixie, Bryant and McHenry, "Lot 4 Owner"), and **MADISON AT BELLE GROVE, LLC**, a North Carolina limited liability company ("Madison" and together with Dixie, "Lot 7 Owner"). The Declarant, Lot 1 Owner, Lot 2 Owner, Lot 4 Owner and Lot 7 Owner shall hereinafter collectively be referred to as, the "Initial Owners"

STATEMENT OF PURPOSE

WHEREAS, Initial Owners, collectively, are the owners of fee simple title to the "Property" (as defined below) and intend for the Property to be developed as an office development; and

WHEREAS, Declarant, 3315, Saussy, Judson, Richardson, and Belle Grove entered into that certain Declaration of Covenants, Conditions, Easements and Restrictions for Belle Grove, recorded on May 23, 2000 in Book 11299, Page 883 of the Mecklenburg County Public Registry (the "Original Declaration"), in order to insure the proper use, appropriate development and improvement of the Property and to enhance the value, desirability and attractiveness of the Property and to provide for a method of maintenance and continued improvement of certain common facilities within the Property; and

WHEREAS, the Original Declaration contemplated that Lot 6 of the Property would be treated as a separate retail tract subject to certain provisions including, but not limited to, the following: (a) the Owner of Lot 6 would be solely responsible for maintaining, repairing and replacing all landscaping, lawns, parking areas, sidewalks, roadways and other portions of Lot 6, (b) there would be no cross parking rights between Lot 6 and the remainder of the Lots within

the Property, and (c) the assessments for costs associated with the maintenance of Lot 6 would be separate from those of the other Lots within the Property; and

WHEREAS, the Initial Owners desire to amend and restate the Original Declaration to remove all use and management distinctions between Lot 6 and the remaining Lots within the Property.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which recitals are made a substantive part of this Declaration, the undersigned hereby amend the Original Declaration by declaring that the Original Declaration is superceded and replaced with this Declaration, that the Property that is subject to the Original Declaration shall be held, developed, improved, leased, sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, reservations and easements set forth in this Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with title to, the Property and shall be binding on all parties having a right, title or interest therein, along with their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof. Accordingly, the undersigned amend and restate the Original Declaration to read as follows:

ARTICLE I

Definitions

1.1 Definitions

(a) "Association" shall mean and refer to the Belle Grove Property Owners Association, Inc., its successors and assigns, a North Carolina non-profit corporation formed or to be formed by Declarant.

(b) "Building" or "Buildings" shall mean and refer to any permanent structure constructed or to be constructed on any Lot which will be occupied by the Owner or by tenants, invitees, guests, employees or agents of Owner or any other improvement for which a certificate of occupancy must be obtained from the Charlotte-Mecklenburg Building Standards Department prior to occupancy. The Building shall encompass the entire vertical structure of the improvements from the foundation to the roof and including all exterior walls and surfaces.

(c) "Common Easement Area" shall mean and refer to the Master Plan Area Easement, Park Easement Area, and the Sign Easement Area which are granted and/or reserved for the benefit of the Association and/or Owners as set forth in this Declaration.

(d) "Construction Easement" shall mean and refer to the easement established pursuant to Section 4.1(h), of this Declaration.

(e) "Declarant" shall mean and refer to HD Commercial Properties, LLC, a North Carolina limited liability company, and any party to whom the rights of Declarant hereunder are

assigned by written instrument recorded in the Mecklenburg County Registry pursuant to Section 8.6 below.

(f) "Initial Owners" shall mean the Declarant, Lot 1 Owner, Lot 2 Owner, Lot 4 Owner and Lot 7 Owner, collectively, who are the fee simple owners of all of the land constituting the Property as of the date of this Declaration.

(g) "Lot" shall mean and refer to any lot, parcel or tract of land within the Property owned by Initial Owners, and any lot, parcel or tract of land subdivided out of the Property by Declarant and either conveyed to another person or entity or specifically identified by Declarant as a "Lot" herein or in an amendment to this Declaration or a map of the Property (or any portion thereof) which is hereafter filed and recorded by Declarant in the land records of Mecklenburg County, North Carolina and shall initially mean each of Lots 1 through 7 as shown on the Map. Notwithstanding the foregoing, any portion of the Property developed as a condominium shall be treated as and deemed a single Lot (notwithstanding the fact that individual units within the condominium may be individually owned and conveyed) for all purposes under this Declaration, including membership and voting rights and assessments, all of which such rights and obligations shall be held by and/or the responsibility of the applicable owner's association for such condominium, and which such association shall be treated as a single Member/Owner for all purposes hereunder.

(h) "Map" shall mean and refer to that certain plat of the Property recorded in Map Book 33 at Page 147 of the Mecklenburg County Public Registry.

(i) "Master Plan Area Easement" shall mean and refer to that certain perpetual non-exclusive easement reserved in this Declaration in Section 4.1(f) for the purpose of constructing and maintaining any landscaping and other improvements, including signage, within a strip of land approximately fifty feet (50") in width extending from the margin of the right-of-way of Providence Road ("Master Plan Area") as more particularly described in that certain Declaration of Easements and Restrictive Covenants for the Northwest Quadrant of Arboretum recorded in Book 5698 at Page 995 of the Mecklenburg County Public Registry, as such Agreement may be amended now or hereafter.

(j) "Member" shall mean and refer to every person or entity entitled to membership in the Association.

(k) "Mortgage" shall mean a mortgage, deed of trust, deed to secure debt or other security instrument affecting a Lot or Lots and which has been recorded among the land records of Mecklenburg County, North Carolina.

(l) "Mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of a Mortgage.

(m) "Owner" shall mean and refer, except as provided in Section 1.1(g) herein 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 Property; but such term shall not include a Mortgagee. Such term expressly

includes any tenant or lessee that occupies any portion of the Property; provided, however, that such term does not include any tenant or lessee that occupies any portion of the Property for purposes of Article III involving voting rights within the Association.

(n) "Park Easement Area" shall mean and refer to the non-exclusive permanent easement reserved for the benefit of the Association and Owners of the Lots as more particularly described on Exhibit C attached hereto and in Section 4.1(i) of this Declaration.

(o) "Property" shall mean and refer to the all of the real property described on Exhibit A attached hereto.

(p) "Property Manager" shall mean and refer to First Colony Corporation, a North Carolina corporation, or any successor property manager designated by the Association, retained to maintain, repair and replace Structures within the Property and the Common Easement Area as more particularly described in Section 3.3 of this Declaration.

(q) "Prorata Share" shall mean and refer, as to each Lot, to that percentage calculated by using a fraction, the numerator of which is the total gross square footage of the Buildings located upon such Lot, and the denominator of which is the total gross square footage of all Buildings located on the Property.

(r) "Sign Easement Area" shall mean and refer to that certain perpetual non-exclusive easement reserved for the benefit of the Association and the Owners at the southwest intersection of Springbank Lane and Providence Road and at the northeast intersection of Springbank Lane and N.C. Highway 51, all as more particularly described on Exhibit D attached hereto and in Section 4.1(g) hereof.

(s) "Site Plan" shall mean and refer to the Site Plan described on Exhibit B and incorporated herein by reference.

(t) "Structure" shall mean and refer to any thing or device the placement of which upon or within any Lot might affect the physical appearance thereof, including, by way of illustration and not limitation, improvements, buildings, sheds, covered areas, driveways, fountains, pools, parking areas, trees, shrubbery, paving, curbing, landscaping, fences or walls or any sign or sign board. "Structure" shall also mean any excavation or fill, the volume of which exceeds ten (10) cubic yards; or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot.

ARTICLE II

Property

2.1 Description. The Property made subject to this Declaration is described in Exhibit A attached hereto and incorporated herein by reference.

ARTICLE III

Property Owner's Association

3.1 Membership. Subject to Section 1.1(n) herein, every person or entity who is an Owner of any Lot which is included in the Property shall be a Member of the Association. For purposes of this Article III, the term "Owner" expressly excludes any tenant or lessee that occupies any portion of the Property. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

(a) Classes of Membership. The Association shall have two classes of membership:

(1) Class A. Class A Members shall be all Owners, except for Declarant prior to termination of its Class B membership. If, however, Declarant owns one or more Lots upon or after the termination of its Class B membership, then Declarant shall be a Class A Member relative to such Lot(s) then owned.

(2) Class B. The Class B Member shall be Declarant and its successors or assigns (as Declarant, and not merely as successor Owner of any Lot) hereunder. The Class B membership shall terminate and cease upon the first to occur of the following: (i) twenty (20) years pass from the date of filing this Declaration in the Office of the Register of Deeds for Mecklenburg County, North Carolina, (ii) voluntary termination of the Class B membership by Declarant as evidenced by the recording of a certificate by Declarant in the Office of the Register of Deeds of Mecklenburg County terminating such class, or (iii) the date that First Colony Corporation no longer owns any ownership interest in any entity which is Owner of any Lot.

3.2 Voting

(a) Class A. Class A Members shall be entitled to one (1) vote for each acre owned in the Property plus a fractional (hundredths) vote for each fractional (hundredths) acre thereof; provided, however, that special voting rights in favor of the Class B Member shall apply to matters concerning special assessment, designation of Property Manager and amendments to this Declaration (which are addressed in Section 5.4, Section 3.3, and Section 8.1 hereof, respectively).

(b) Class B. Except for special assessments and amendments to this Declaration, the Class B Member shall be entitled to eight (8), votes for each acre owned in the Property plus a fractional (hundredths) vote for each fractional (hundredths) acre thereof. For matters concerning special assessments and amendments to this Declaration, Class B Member shall have one (1) vote for each acre owned in the Property plus a fractional (hundredths) vote for each fractional (hundredths) acre. Notwithstanding anything contained herein to the contrary, no changes shall be made in the designation or appointment of the Property Manager nor shall this Declaration be amended without the consent of the Class B Member so long as there remains a Class B Member, notwithstanding that the Class B Member may own no interest in the Property at the time.

(c) General Provisions. For the purpose of determining if any requisite voting percentage has been obtained pursuant to this Declaration, the computation shall be based on the total land area within the Property as of the date of this Declaration less the total land area of any land within the Property which has been dedicated to a public authority(ies) or designated or conveyed in fee simple to the Association. Except as provided in Section 1.1(n) herein, in any case where any Lot within the Property has more than one Owner, any one such Owner may exercise the vote(s) applicable to such Lot, and such exercise shall be conclusive and binding with respect to all other persons having any interest in the Lot in question. In no event shall the vote or votes with respect to any jointly-owned Lot be cast separately. Any action taken in accordance with the provisions of this Declaration shall be binding upon all Owners and Mortgagees of the Property or Lots therein, and their respective heirs, successors and assigns. Every purchaser, grantee or assignee of any interest in the Property or Lots therein subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property and Lots therein as provided hereby.

3.3 Powers of Association. The Association shall enter into a management agreement with First Colony Corporation, a North Carolina corporation, or a subsidiary designated by First Colony Corporation as property manager to manage and maintain the Property and all Common Easement Areas, which Property Manager's fees shall be part of the annual assessment described in Section 5.2. Notwithstanding anything contained in this Declaration to the contrary, so long as Declarant remains a Class B Member, no change may be made in the appointment of the Property Manager without the express written consent of the Declarant. In the event that the property manager is an affiliate of (i.e. is under the control of, controls or is under the common control with) Declarant, any fee must be reasonable and based on what fees would have been had negotiations been at arm's length. Until the Association is formed or otherwise organized, Declarant reserves the right to exercise all of the rights and powers of the Association in its place and stead including, without limitation, the right to levy and collect dues and assessments.

The Association, through the Property Manager, shall have the right to maintain, repair and replace all of the landscaping, lawns, parking areas, sidewalks, roadways, Common Easement Areas and other portions of the Property and all Common Easement Areas, excluding any Buildings, and the cost thereof shall be part of the annual assessment described in Section 5.2. The Association shall have, and is hereby granted, an easement over all of the Property in order to conduct such maintenance and each Owner shall be assessed for such maintenance repairs and replacements, as set forth in Article V below.

ARTICLE IV

Easements

4.1 Easements. Initial Owners do hereby establish, declare, and grant, for the benefit of each and every portion of the Property, as an appurtenance thereto, and to and for the benefit of the Association, the following easements:

(a) Maintenance. The Association shall have a non-exclusive, perpetual right and easement, subject to the terms and provisions of this Declaration, the terms and provisions of the Bylaws of the Association and the rules and regulations adopted from time to time by the Association to enter on any portion of the Property for the purposes of providing landscaping to any and all lawns, trees or shrubbery, maintaining, repairing and replacing sidewalks, curbing, roadways, parking areas and any and all other portions of the Property excluding Buildings. It is expressly understood and acknowledged that this maintenance responsibility shall be conducted on behalf of the Association by and through the Property Manager and such other contractors, subcontractors or agents as deemed necessary by the Property Manager. It is the intent of this easement to allow for the Property to be maintained in a uniform, aesthetically pleasing manner for the mutual benefit of all Lots and their Owners.

(b) Ingress; Egress. Perpetual, non-exclusive rights, privileges and easements for the passage of vehicles and for the passage and accommodation of pedestrians, over, across and through all roadways, driveways, curb cuts, aisles, walkways and sidewalks located within or to be located within the Property, exclusive of the Buildings, constructed by the Owners on the Property.

Except for situations specifically provided for in the following subsections or elsewhere in this Declaration, no fence or other barrier or structure (whether temporary or permanent) shall be erected or permitted within or across any Lot which would prevent reasonably convenient access, ingress, and egress to, from and between the Lots at the locations and in the configurations shown on the Site Plan, unless the Owner seeking to construct such fence, barrier or structure obtains the consent of Owners holding at least seventy-five percent (75%) of the votes in the Association; provided, however, the foregoing provision shall not prohibit the installation of landscaping improvements, lighting standards, monument and handicapped parking signs, sidewalks, medians, bumper guards, curbing, stop signs and other forms of traffic controls to the extent shown on the Site Plan or, if not shown on the Site Plan, consistent with plans therefor approved by the Association under this Declaration from time to time. Each Owner shall have the right to close off a portion of its Lot at such intervals and for such minimum period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, prior to closing off any portion of the Lot, as herein provided, such Owner shall give written notice to all other Owners of its intention to do so and shall attempt to coordinate such closing with each such other Owner so that no unreasonable interference with the passage of pedestrians or vehicles shall occur. Any such closing shall occur at a time or on a day when the business located on the Property is not open to the public, if possible, and in any case shall be done so as to interfere as little as reasonably possible with the normal operation of the businesses located on the Property.

Each Owner shall use reasonable efforts to assure that construction traffic to and from its Lot shall not interfere with the use, occupancy and enjoyment of the remainder of the Property (or any part thereof).

The Association shall have the right, but not the obligation, to erect stop signs and to establish reasonable rules and regulations with respect to the roadways, curb cuts, aisles, walkways and sidewalks located on the Property, including, without limitation, speed limits.

(c) Parking. Perpetual, non-exclusive rights, privileges and easements for vehicular parking within any surface vehicular parking spaces located on the Property and for the use only of the Owners of the Lots and their agents, employees, contractors, tenants, invitees, licensees or business visitors. Notwithstanding anything contained herein to the contrary, each Owner of a Lot must maintain upon such Owner's Lot a sufficient number of parking spaces to comply with all governmental requirements with respect to parking on such Lot, to comply with the requirements of any tenant and to comply with the parking requirements set forth below, without counting any parking spaces on other portions of the Property. There shall be no parking spaces located on the Property designated as "park and ride" spaces or other commuter parking spaces. Each Owner shall comply with, at a minimum, the following parking requirements per one thousand (1,000) square feet of usable space within any Building(s) located on a Lot:

Pure Medical Building	5 spaces
Banks/General Office	4.25 spaces
Restaurant	10 spaces
Retail Use	4 Spaces

For purposes of this section, a "Pure Medical Building" is defined as a building in which at least ninety percent (90%) of the square footage is used for medical office purposes, and "General Office" is defined as a building in which less than ninety percent (90%) of the square footage is used for medical office purposes.

(d) Utilities. Perpetual non-exclusive rights, privileges, and easements in, to, over, under, along, and across a strip of land ten (10) feet in width extending from the side and rear lines of each Lot, for the purposes of:

(i) Installing, operating, using, maintaining, repairing, replacing, relocating, and removing underground lines, equipment and facilities for the delivery of utility services to each Lot and the buildings and other improvements from time to time located thereon, including, but not limited to, sanitary sewer, water (fire and domestic), gas, electrical, telephone, and communications line and other similar facilities that are not located within the rights-of-way for the streets and roads adjacent to such Lot (hereinafter and collectively referred to as "Utility Lines"); and

(ii) Connecting and tying into the common Utility Lines for such purpose and using such common Utility Lines in connection with the delivery of such utility services to each Lot and the buildings and other improvements from time to time located thereon.

Such utilities easement rights shall be subject to the following provisions as well as the other applicable provisions contained in this Declaration:

(1) If any Utility Line is to be installed pursuant hereto, the location of such Utility Line shall be subject to the prior written approval of the Owner whose Lot is to be burdened thereby, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, such Line must be installed underground and an Owner's approval may be withheld for any reason with respect to a Utility Line proposed to be located within any area on such Owner's Lot where a building either is located or is planned to be located in the future. The easement area related thereto shall be no larger than whatever is necessary to reasonably satisfy the utility company, as to an easement to a public utility, or five (5) feet on each side of the centerline of the Utility Line, as actually installed, as to a private easement. The Owner whose Lot is to be burdened shall have the right to require that a copy of an as-built survey of any such Utility Line be delivered to it at the installing Owner's expense. Parties wishing to install such lines shall use good faith efforts to place the lines within five (5) feet from the property lines of any Lot.

(2) Any Owner of a Lot installing and/or connecting to a Utility Line on the Lot of another Owner pursuant hereto shall (i) provide at least forty-five (45) days prior written notice to the Owner of the Lot on which such Utility Line is to be located of its intention to do such work, (ii) pay all costs and expenses with respect to such work, (iii) cause all work in connection therewith (including general clean-up and surface and/or subsurface restoration) to be completed using first-class materials and in a good and workmanlike manner as quickly as possible and in a manner so as to minimize interference with the use of the Lots affected and the conduct or operation of the business of the Owner whose Lot is affected (iv) not increase the cost of the utility services to the other parties served by such Utility Line and shall not interrupt, diminish, or otherwise interfere with the utility services to the other parties served by such Utility Line (except during periods other than during the normal business operating hours of such other parties after notice is given to such other parties and during such periods as otherwise approved by such other parties), (v) comply in all respects with all applicable governmental laws, regulations, and requirements, (vi) promptly, at its sole cost and expense, clean the area (as needed) and restore the affected portion of the Property and facilities therein (including, without limitation, any disturbed landscaping improvements and irrigation facilities) to a condition equal to or better than the condition which existed prior to the commencement of such work, (vii) prior to commencing construction or installation of any such utilities, provide evidence of liability and builders risk insurance in an amount reasonably adequate given the work to be performed; and (viii) indemnify and hold the Owner of the Lot on which such Utility Line is installed and any occupants thereof harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, which may result from any such work.

(3) The party tapping into any Utility Line shall be responsible for all connection charges, meter fees and charges, user fees, tap-on fees, impact fees, acreage fees, and similar fees and charges imposed as a result of the connection of any Utility Line to the improvements constructed upon its Lot.

(4) Declarant, the Association and/or the Owner of any Lot on which such Utility Lines are located shall have the right to dedicate and convey to appropriate governmental entities and public utility companies any Utility Lines installed pursuant to this section, provided any such dedication or conveyance shall not adversely affect the use and enjoyment of such Utility Lines by the Owners of the Lots, and to grant any other easements or licenses to such appropriate governmental entities and public utility companies as are reasonably necessary or desirable for obtaining adequate utility service for the benefit of the Property, provided such easements and licenses shall not interfere with the use and enjoyment of the encumbered Lots and are located outside of the areas on the Lots where a Building either is located or is expected to be located in the future. The Owners of the Lots shall cooperate with and assist Declarant, the Association and/or any such other Owner and shall join in and consent to such dedications and conveyances if requested by Declarant, the Association or any such other Owner, at no cost, however, to such cooperating Owners.

(e) Plat Easements. Each of the Initial Owners hereby reaffirm and acknowledge the reciprocal easements as established in that certain Reciprocal Easement Agreement recorded in Book 10551 at Page 36 of the Mecklenburg County Public Registry as supplemented by Supplemental Reciprocal Easement Agreement recorded in Book 10801 at Page 796 of the Mecklenburg County Public Registry (collectively the "REA"). As a further supplement to the REA, each of the Owners hereby Grants (as that term is defined in the REA) to each of the other Owners for the benefit of each of the Owners' Lots, a non-exclusive easement and right to use (i) for natural surface and storm water drainage, any and all storm drainage pipes, drains, conduits or other components of the storm drainage system currently constructed or hereafter constructed on such granting Owner's Lot within any area designated as a public drainage easement, permanent detention easement or any other type of drainage or detention easement on the Map or on any future plat of the Property recorded in the Mecklenburg County Public Registry, to the extent reasonably necessary to serve the improvements constructed or to be constructed on the appurtenant lots; (ii) a non-exclusive easement and right to use any and all sanitary sewer pipes, drains, conduits or other components of a sanitary sewer system currently constructed or hereafter constructed on such granting Owners' Lots within any area designated as a sanitary sewer right-of-way, sanitary sewer lateral or any other designation which implies a sanitary sewer easement on the Map or on any future plat of the Property recorded in the Mecklenburg County Public Registry, to the extent reasonably necessary to serve the improvements constructed or to be constructed on the appurtenant Lot; and (iii) a non-exclusive easement and right to use any and all water service pipes, lines or other components of a water service system currently constructed or hereafter constructed on such granting Owners' Lots within any area designated as any

type of water line easement identified on any future plat of the Property recorded in the Mecklenburg County Public Registry, to the extent reasonably necessary to serve the improvements constructed or to be constructed on the appurtenant Lot. With regard to each of the above easements, to the extent that any existing pipe or line are of insufficient size to serve the servient Lot and any appurtenant Lots, the Owner of the appurtenant Lots seeking to use such pipes or lines, in accordance with the terms of this easement, shall be responsible, at its sole cost, for increasing the size or capability of such pipes or lines.

Further, each of the Initial Owners hereby grants to each of the other Owners, for the benefit of the other Owners' Lots, a temporary construction easement seven and one-half feet (7½') on either side of, and contiguous to the outer boundaries of each of the easements granted above in this subparagraph (e) for the purpose of installation of the necessary conduits, pipes and lines. Such temporary construction easement shall terminate upon completion of installation of such pipes and lines, but in any event, five (5) years from the date of recording of any plat originally designating and defining any such easement area in the Mecklenburg County Public Registry.

Each Owner reserves the right to pave and landscape the surface of the easement areas located on each Owners' respective property and described in this subparagraph (d) and to use those areas for vehicle parking, driveways, sidewalks and other purposes that do not unreasonably interfere with the use and enjoyment of the easement.

(f) Master Plan Area Easement. Perpetual, non-exclusive easement over, across and upon the Master Plan Area for the purpose of constructing and maintaining any landscaping and other improvements, including signage, within the Master Plan Area in order to maintain a unified entrance to and trademark for the intersection of Providence Road and NC Highway 51 as described in the Declaration of Easements and Restrictive Covenants for the Northwest Quadrant of Arboretum recorded in Book 5698 at Page 995 of the Mecklenburg County Public Registry, as such agreement may be amended now, or hereafter ("Northwest Quadrant Declaration"). This right to install and maintain the Master Plan Area shall include the right to install utility lines for purposes of providing electricity to any signage or for installing water lines for irrigation. All expenditures incurred by the Association in maintaining, repairing or replacing the foregoing improvements within the Master Plan Area shall be assessed hereunder by the Association as part of Common Easement Area maintenance costs.

(g) Sign Easement Area. There is reserved for the benefit of the Association a perpetual easement over, across and upon the Sign Easement Area for purposes of installing, constructing, reconstructing, operating, maintaining, repairing, replacing and removing signage (including associated lighting) for the purposes of identifying and promoting Belle Grove and, to the extent permitted by law, and deemed appropriate by the Declarant, identifying certain Owners and their tenants within Belle Grove. All expenditures incurred by the Association in maintaining, repairing or replacing the foregoing improvements within the Sign Easement Area shall be assessed hereunder by the Association as part of the Common Easement Area maintenance costs.

(h) Construction Easement. A temporary construction easement in, to, over, under, along and across a strip of land ten (10) feet in width extending from the side and rear lines of each Lot ("Construction Easement") until such time as the Property is fully developed, for the purpose of allowing Owners to connect to or tie onto any existing internal driveways, roadways or parking areas now or hereafter constructed for the purposes of maintaining the uniform cross-access and cross-parking contemplated by this Declaration.

(i) Park Easement Area. A perpetual common non-exclusive right, privilege and easement for the Association and each of the Owners of Lots for use of the Park Easement Area as a walking and sitting area with landscaping, walking paths and benches. The Park Easement Area shall be maintained by the Association with appropriate landscaping, eating areas, sitting areas and other amenities as the Association shall reasonably approve in order to maintain a park-like seating area for Owners and tenants of the Property. All expenditures incurred by the Association in maintaining, repairing or replacing any improvements within the Park Easement Area shall be assessed hereunder by the Association as part of Common Easement Area maintenance costs.

4.2 Rights of Third Parties. The easements hereby established are private easements, and nothing herein shall be construed to create easements in favor of the general public. However, easements created under this Declaration in favor of an Owner and appurtenant to such Owner's Lot may be exercised, used, and enjoyed by such Owners' agents, employees, contractors, tenants, invitees, licensees, and business visitors; provided, however, that such rights shall be subject to the terms of this Declaration and to any rules and regulations adopted by the Association from time to time.

ARTICLE V

Assessments

5.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot shall, by acceptance of a conveyance therefor, whether or not it shall be so expressed in any instrument of conveyance, be deemed to (i) covenant and agree to all the terms and provisions of this Declaration and (ii) promise to pay to the Association both annual and special assessments and charges, such as are established and to be collected from time to time as hereinafter provided. Each such assessment, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment became due. In the case of co-ownership of a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the assessment. The annual and special assessments and charges, together with such interest thereon and costs of collection thereof as are hereinafter provided, remaining unpaid after the thirty (30) day period described in Section 5.6 below shall constitute a charge and lien upon the Lot against which such assessment is made effective as of the date of the filing of a claim of lien in the Office of the Clerk of Superior Court of Mecklenburg County. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a

certificate in writing signed by an authorized representative of the Association stating whether the assessments against any Owner's Lot have been paid and, if not, the amount due and owing. Such certificates shall be conclusive as evidence for third parties as to the status of assessments against such Lot.

5.2 Purpose of Annual Assessments The annual assessments levied by the Association shall be used for the improvement, maintenance, operation, repair, replacement and additions of and to the Property and Common Easement Area as described in Section 3.3 above, including, but not limited to, the payment of insurance, the management fee of any Property Manager engaged pursuant to Section 3.3 herein, the payment of taxes on portions of the Property owned by the Association in fee simple, the payment of utility charges related thereto (including water for any irrigation or sprinkler systems), the cost of maintaining any appurtenant easements, the payment of license, permit and inspection fees, costs of street signs and markers, the costs of enforcing this Declaration (including without limitation, attorney's fees and court costs), the cost of any assessments due under the Northwest Quadrant Declaration and the costs of labor, equipment, materials, management and supervision thereof. In addition, the Association may use annual assessments for the purpose of maintaining medians, landscaped areas and sprinkler systems adjacent to or within the public rights-of-way of any roadways adjacent to the Property, doing any other things necessary or desirable, in the discretion of the Association, to keep the Property and Common Easement Area in a neat and good order and to provide for the health, welfare and safety of the Owners and occupants of the Property.

5.3 Annual Assessment Amount.

(a) **Annual Budgets.** The annual assessment applicable to the Property shall be determined by the Association in its discretion, based upon actual and estimated costs and expenses for the applicable year, including a reserve fund for capital repairs and replacements, and, subject to Subsection (b) below, shall be apportioned based on the Prorata Shares of each Lot. At least sixty (60) days before the beginning of each fiscal year, the Association shall prepare a budget for the estimated expenses of the Association for the coming year for the Association's duties as set forth in this Declaration. The annual assessments shall be calculated in accordance with the Prorata Shares, in aggregate amounts reasonably expected to produce income equaling the total budget. In determining assessments, the Association may consider other sources of funds, including any surplus from prior years and any assessment income expected to be generated from additional Lots anticipated to become subject to assessment in the fiscal year. The Association shall send a copy of the budget and notice of the amount of the annual assessment to each Member at least thirty (30) days prior to the beginning of the fiscal year for which such budget is to be effective. Until such time as the Property is fully developed substantially in accordance with the Site Plan, the Association shall have the right, in its sole discretion, to increase the budget annually as the Association deems necessary to cover the estimated cost and expenses of the Association due to the addition of new Structures, or anticipated completion of new Structures during such year for which the budget is being prepared. Upon completion of development of the Property substantially in accordance with the Site Plan, the Association may increase the budget annually up to six percent (6%) from the prior year in its sole discretion; provided however, if any annual increase is more than six percent (6%) from the prior year, such increase must be approved by Class A Members holding at least

seventy-five percent (75%) of the Class A votes and the Class B Member. There shall be no obligation to call a meeting for the purpose of considering the budget and the annual assessments during the period from the date of the recording of this Declaration until such time as the Property is fully developed substantially in accordance with the Site Plan nor at any time thereafter provided that the annual budget does not increase by more than six percent (6%) per year. After development of the Property is substantially completed in accordance with the Site Plan and the in the event that the annual estimated budget increases the annual assessment by more than six percent (6%), there shall be no obligation to call a meeting for the purpose of considering the budget and the annual assessment except on petition of the Owners, or any combination thereof, who own fee simple title to at least twenty-five percent (25%) of the acreage in the Property.

5.4 Special Assessments. Subject to the requisite approval of the Owners as provided herein and in addition to the annual assessments hereinabove authorized, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Structures, excluding Buildings, located on the Property or the Common Easement Area. Except as set forth in the next sentence, special assessments shall be allocated among the Owners in the same manner as annual assessments. The Association may also, without any consent of the Owners, levy a special assessment against any Owner who fails to maintain its Lot in accordance with the standards set forth in Section 6.3.

The Association may levy special assessments only upon the affirmative votes of Members holding at least fifty percent (50%) of the votes in the Association, in accordance with Section 3.2 herein; or, as to an Owner who fails to maintain its Lot in accordance with Section 6.3, at the discretion of the officers of the Association.

5.5 Commencement. Assessments for each Lot shall commence upon the completion of the construction of the Building shell to be located on such Lot as evidence by a temporary certificate of occupancy for such Building. Assessments on Lots that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year.

5.6 Due Date and Limitation of Assessment Frequency. Annual assessments shall be levied by the Association annually in advance, shall be billed no less frequently than annually and shall be payable in advance at the beginning of each calendar quarter (or other period established by Declarant or the Association). Unless otherwise provided herein, all assessments (annual and special) shall be due and payable in full within thirty (30) days after billed to an Owner by the Association.

5.7 Records of Assessments. The Association shall cause to be maintained in the office of the Association and the Property Manager a record of all Lots and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of each assessment shall be mailed to every Owner of the Lot subject to the assessment.

The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an authorized representative of the Association stating whether the assessments against the Owner's Lot have been paid and, if not, the amount due and owing. Such certificates shall be conclusive as evidence for third parties as to the status of assessments against such Lot.

5.8 Effect of Non-Payment of Assessment. If any assessment is not paid on the date as described in Section 5.6 above, then such assessment shall be delinquent and shall accrue interest thereon at the "prime rate" of interest announced from time to time by Wachovia Bank, N.A. (or its successor), plus five percent (5%) per annum (such rate to change from time to time as the prime rate changes), unless a lesser rate is required under applicable law, in which event the lesser rate shall be applicable. The Association may bring an action at law against the Owner personally and/or file a lien as described in Section 5.1 above and foreclose the lien against the Lot, and there shall be added to the amount of such assessment all reasonable attorneys' fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as indicated above. The Association shall be entitled to foreclose such lien in the same manner as foreclosure of a mechanic's or materialmen's lien under Chapter 44A of the North Carolina General.

ARTICLE VI

Uses

6.1 Permitted Uses. The permitted uses of the Lots shall be any use allowed by the applicable governmental zoning ordinance. The Declarant may establish additional restrictions for Lots within the Property, by provisions in the deeds to such Lots or by supplement to this Declaration, prior to the conveyance of the affected Lots. After the conveyance of Lots, the Declarant may not establish any additional uses or restrictions for such Lots without the consent of the Owner of the affected Lots.

6.2 Temporary Structures. No building or other Structure of a temporary nature shall be allowed on any Lot at any time except that of an Owner's contractors and subcontractors during the period of construction or repair to Structures.

6.3 Repair and Maintenance. As provided in Section 3.3, the Association shall be responsible for maintaining all Structures and landscaping within the Property other than the Buildings. The Owner of each Lot shall be solely responsible for repairing, keeping and maintaining such Owner's Building in a safe, clean, neat and sanitary condition and shall comply in all respects with all governmental zoning, health, environmental, fire and police requirements and standards as may be established by the Association from time to time.

During construction of any Structures on any Lot, the Owner thereof shall keep any construction site free of unsightly accumulation of trash, debris, rubbish and scrap materials; and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner at all times.

In the event any Owner fails to observe required maintenance standards with respect to such Owner's Lot, the Association shall provide written notice thereof to the Owner, and the Owner shall have a period of thirty (30) days after receipt of such written notice within which to commence in a reasonable and expeditious fashion the correction of such maintenance deficiencies. If said deficiencies are not corrected within such thirty (30) day period, the Association reserves the right and easement to enter upon the Lot for purposes of correcting such deficiencies and thereafter to charge or assess the Owner of the Lot for the costs thereof as a special assessment. The Owner shall pay said special assessment within thirty (30) days after the date of the Association's statement to the Owner for the costs of correcting said deficiencies; provided, however, if such charges are not paid with said thirty (30) day period, the Association shall have the right to file a lien against such Lot and to enforce such lien as set forth in Sections 5.4 and 5.8 above.

The standard of maintenance of the Lots and Structures shall be that of similar first class office developments in the Mecklenburg County, North Carolina sub-market in which the Property is located.

6.4 Dirt, Dust and Waste Discharge. No use of the Property or Lots therein will be permitted which emits dust, sweepings, dirt or cinders into the atmosphere or discharges liquid, solid wastes or other harmful matter into any stream, river, pond, lake or other body of water which, in the opinion of the Association, may adversely affect the health, safety, comfort of, or the intended property use by, persons within the area.

6.5 Grading Rights. Declarant or the Association may at any time make such cuts and fills upon any Lot or other part of the Property and do such grading and earth moving as, in its judgment, may be necessary to improve or maintain the streets within or adjacent to the Property and to drain surface waters therefrom; and the Association may assign such rights to any appropriate municipal or other governmental authority, provided, however, that after the principal Structures have been constructed upon a Lot and completed in accordance with the Plans submitted and approved by the Association in accordance with this Declaration, the rights of the Association with respect to this Section 6.5 shall terminate with respect to all parts of each Lot, except the Association shall thereafter have the right to maintain existing streets and drainage facilities.

6.6 Prohibited Uses. The following shall not be permitted on any portion of the Property: labor camps; commercial storage of building or construction materials (except temporarily in connection with construction of Structures by Owners of Lots as is permitted herein); manufacturing, industrial, or warehouse operations; dry cleaners (except for pick-up stations with no plant on the premises, which are expressly permitted); smelting of iron, tin, zinc or other ores; refining of petroleum or of petroleum products; flea markets; open air stalls;

rodeos; tattoo parlors; sales lots for prefabricated structures; tire recapping plants; farm and heavy construction equipment and implement sales, leasing, service, storage, and similar activities; truck terminals; lumber, planing or sawing mills; pulpwood yards; storage yards; taxidermy; cemeteries (public and private); commercial poultry, livestock, and swine production; cattle feeder lots or fur-bearing animal rearing or breeding farms; abattoirs; junk yards; baling, storage or processing of scrap metal, glass, paper or rags, or storage or processing of wrecked or junked motor vehicles; quarries; race tracks; raceways or dragstrips; truck stops; sanitary landfills or garbage disposal areas; trailer or mobile home parks; any type of outdoor storage; or massage parlor, cinema or bookstore selling or exhibiting material of a pornographic or adult nature. No Lot or other portion of the Property shall be used for any business the operation of which would result in the generation, storage or disposal of any flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents or any other substances or materials which are included under or regulated by Environmental Laws (as hereinafter defined) (collectively, "Hazardous Substances"), including, but not limited to, (i) any asbestos or insulation or other material composed of or containing asbestos, or (ii) any hazardous, toxic or dangerous substance, material or waste defined as such in (or for the purposes of) the Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Safe Drinking Water Act, 15 U.S.C. § 2601 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, any so-called state or local "Superfund" or "Superlien" laws, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous substance ("Environmental Laws"). Neither Hazardous Substances nor Petroleum may be sold on the Property. In no event may any portion of the Property be used for any type of fast food restaurant including, by way of example but not limitation, McDonald's, Burger King, Wendy's, Chick-Fil-A, Jack-in-the-Box, Taco Bell, Pizza Hut, or any other facility (specifically excluding financial institutions) which may have a drive-through window, whether or not a drive-through window is actually installed.

6.7 Compliance with Environmental Laws. Each Owner shall comply with all applicable Environmental Laws. Each Owner shall keep or cause the Property to be kept free from Hazardous Substances (except those substances used by any Owner in the ordinary course of his respective business and except in compliance with all Environmental Laws and where such could not reasonably be expected to give rise to liability under Environmental Laws) and in compliance with all Environmental Laws. Owners shall not install or use any underground storage tanks ("USTs") and shall expressly prohibit the use, generation, handling, storage, production, processing and disposal of Hazardous Substances on the Property in quantities or conditions that would violate or give rise to any obligation to take remedial or other action under any applicable Environmental Laws. Without limiting the generality of the foregoing, during the term of this Declaration, no Owner shall install in the Buildings or permit to be installed in the Buildings any asbestos or asbestos-containing materials. Each Owner shall remedy or cause to be remedied in a timely manner (and in any event within the time period permitted by applicable Environmental Laws) any violation of Environmental Laws or any condition that could give rise to liability under Environmental Laws. Without limiting the foregoing, any Owner shall,

promptly and regardless of the source of the contamination or threat to the environment or human health, at its own expense, take all actions as shall be necessary or prudent, for the clean-up of any and all portions of the Property or other affected property, including, without limitation, all investigative, monitoring, removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in all events in a manner satisfactory to the Association) and shall further pay or cause to be paid, at no expense to the Association, all clean-up, administrative and enforcement costs of applicable governmental agencies which may be asserted against the Property. In the event any Owner fails to do so, the Association may, but shall not be obligated to, cause the Property or other affected property to be freed from any Hazardous Substances or otherwise brought into conformance with Environmental Laws, and the Association shall be deemed to have contracted with the Owner for such work and materials, and shall be entitled to file a mechanic's lien against the Owner's Property for the Owner's share of the cost of such work and materials, together with interest thereon, with all rights incident thereto, all in accordance with Chapter 44A of the North Carolina General Statutes and with Sections 5.1 and 5.8 hereof. Owners hereby grant to the Association and its agents and employees access to the Property and a license to remove any items deemed by the Association to be Hazardous Substances and to do all things the Association shall deem necessary to bring the Property into conformance with Environmental Laws.

6.8 Architectural Compatibility; Submission of Plans; The Association's Approval Rights.

(a) Architectural Compatibility; Content of Plans; Procedure. It is the intention of Declarant that all Structures within the Property be constructed, installed, erected, operated and maintained so that the Property shall be aesthetically and architecturally harmonious. Accordingly, except as otherwise provided herein, all Structures within the Property, including the initial construction and any alterations, additions, exterior remodeling or reconstruction of any Structures following the initial construction thereof, shall be performed only in accordance with Plans (as hereinafter defined) approved by the Association for such work as provided herein. With respect to each Lot, prior to the commencement of the construction and installation of any Structures whatsoever on said Lot, or any part thereof, the Owner of such Lot shall deliver to the Association, in duplicate, detailed plans and specifications for such proposed Structures (collectively, the "Plans"), including and encompassing (at a minimum) the following:

(i) scaled elevations (including all architectural details and showing all sides and accurate grade at a scale of one-fourth (1/4) inch equals one (1) foot), exterior design concepts and specifications, material selections and specifications (including samples) and color (including samples) for the exterior surfaces of the proposed Structures;

(ii) a complete site plan and specifications [which shall be dimensional and based on a scale of one (1) inch equals forty (40) feet or larger] (a) showing the location and size of the proposed Structures on the Lot, including, without limitation, trash receptacles, trash compactors, service areas, storage areas, mechanical and electrical equipment, fencing, structural screening, landscaping screening and other building appurtenances, loading areas, walks, walkways, sidewalks, roadways, driveways, curbs

and gutters and other improvements, and (b) providing details as to the location, size and type of all pipes, lines, conduits, and appurtenant equipment and facilities for the provision of sanitary sewage, storm water, water, electricity, gas, telephone, steam and other utility services to serve such Lot;

(iii) a signage plan and specifications showing the scaled elevations, design concepts, lighting fixture type (if applicable), lighting method (if applicable), material selections (including samples), color (including samples), configuration, location, height, size, and verbiage for all signage to be located by the Owner on such Lot;

(iv) a landscaping plan and specifications showing the proposed landscaping, including detailed information regarding the species, type, height, caliper and spacing of all trees, shrubs and other landscaping, reflecting the locations of all berms, providing the height and toe of all berms and including plans and specifications for the landscaping irrigation facilities to be installed;

(v) a lighting plan and specifications reflecting the plans and specifications for all exterior lighting fixtures, poles and facilities (including, without limitation, the location, height, size, fixture type, fixture shape, fixture and lighting color, fixture material and lighting method) to be installed on the Lot, including, without limitation, the lighting facilities to be installed in or near parking and driveway areas (and, to create a uniform lighting effect, Declarant may require the lighting plans and specifications for each Lot to be the standard used in connection with the first Structures constructed on the Property);

(vi) a detailed grading and drainage plan and specifications for the Lot, providing, without limitation, all relevant data and calculations with regard to the quantity and direction of storm water runoff from the Lot and the size, location and material types for all pipes, catch basins, headwalls, ditches, swales, and other drainage structures and improvements; and

(vii) relevant information and documentation with respect to the finished grade elevation and topography (which shall show topography at two (2) foot contours and shall be based on a scale of one (1) inch equals forty (40) feet or larger) of the Lot.

In addition to samples of materials and colors specifically required to be submitted as part of the Plans (as described above), the Association is entitled to request and require the submitting party to submit samples of other materials and colors identified or referenced in the Plans (for which samples may not be specifically required as part of the Plans submission described above). Except as otherwise provided below, the Association may disapprove Plans for any reason, including purely aesthetic reasons, which in the sole discretion of the Association shall be deemed sufficient. The Association shall either approve or disapprove Plans within fifteen (15) days of the receipt thereof, although the Association's approval of Plans may in some cases be contingent upon the approval of such Plans by one or more third parties, including other Owners and tenants in the Property. If the Association approves Plans as submitted, one (1) complete set of the Plans shall be marked "Approved" and signed by the Association and returned to the

submitting party; and the remaining set of the Plans shall be filed in the Association's office. If the Association disapproves the Plans, one (1) complete set of the Plans shall be marked "Disapproved" and signed by the Association and returned to the submitting party, accompanied by a reasonably detailed statement of items in the Plans found by the Association not to be acceptable. If the Association approves Plans for a Lot, any modification or change in the approved Plans must be submitted in duplicate to the Association for review and approval in accordance with the procedure specified above. If the Association disapproves Plans for a Lot, upon the resubmission to the Association of the Plans (with revisions) in duplicate, the Association shall either approve or disapprove the resubmitted Plans within ten (10) days of the receipt thereof. Once the Association has approved the Plans for a Lot, the construction of the Structures on said Lot as described in said Plans shall be promptly commenced and diligently pursued to completion; and, unless the Association agrees in writing to a different time schedule, if such construction is not commenced within nine (9) months following the date of the Association's initial approval of the Plans therefor, such approval shall be deemed automatically rescinded, and before construction of Structures on said Lot may be thereafter commenced, the Plans therefor must again be submitted to and approved by the Association pursuant to the terms and procedures set forth above for an initial submission of Plans. Upon the completion of the initial construction and installation of any such Structures on a Lot in accordance with approved Plans, the same shall not thereafter be changed or altered without the prior written approval of the Association (although the Association's approval of such changes or alterations may in some cases be contingent upon the approval of such changes or alterations by one or more third parties, including other Owners and tenants in the Property) if such changes or alterations would materially modify the exterior appearance of such Structures, which approval shall be sought pursuant to the terms and procedures set forth above for an initial submission of Plans and, notwithstanding the terms above, shall not be unreasonably withheld, conditioned or delayed by the Association (in accordance with the criteria set forth above). Further, the Association shall not unreasonably withhold, condition or delay its approval of any proposed changes or alterations to any Structures (which were constructed in accordance with approved Plans therefor) which are consistent with the architectural design, aesthetic quality, and exterior materials and colors of the existing Structures on the Property, although (as described above) the Association's approval of proposed changes or alterations may in some cases be contingent upon the approval of such changes or alterations by one or more third parties, including other Owners and tenants in the Property. Provided, however, and notwithstanding the foregoing or any other term or provision in this Declaration to the contrary, the Association's disapproval of any proposed expansion of a Structure shall be conclusively deemed reasonable if such expansion would (i) impair, obstruct or deny access to service and loading areas (including, without limitation, any service access road), (ii) reduce the number of parking spaces in the Property or (iii) interfere with, impair or obstruct the flow of pedestrian and/or vehicular traffic within the Property. Nothing herein shall require that the Association's approval be obtained with respect to the interior designs or interior floor plans of the Structures located on any Lot.

(b) The Association's Failure to Respond to Plans. If the Association fails to approve or disapprove any Plans within fifteen (15) days after receipt thereof by the Association (in the case of an initial submittal of such Plans) or within ten (10) days after receipt thereof by the Association (in the case of any resubmittal of Plans) and (i) provided the Plans were complete (according to the requirements and standards set forth above), (ii) provided the Plans describe

Structures which comply with and conform to all of the requirements of this Declaration, and (iii) provided the Association shall again fail to approve or disapprove such Plans within ten (10) days after an additional written request to respond to such Plans is delivered to the Association by the submitting party [such additional written request shall conspicuously state on a separate cover sheet that the Association's approval rights under this Declaration will expire if no response is given by the Association within the specified ten (10) day period and shall be delivered to the Association by the submitting party following the expiration of the initial fifteen (15) day or ten (10) day response period (as the case may be) specified above], such Plans shall be conclusively presumed to have been approved by the Association pursuant to this Declaration. Provided, however, and notwithstanding the generality of the foregoing, the Association has no right or power, by its failure to respond with respect to any Plans submitted to it within the applicable time period specified herein, to waive or grant any variances relating to any requirements or standards set forth in this Declaration; however, failure to respond shall be deemed rebuttable evidence that such plans comply with the standards set forth in this Declaration.

(c) Non-Conforming or Unapproved Structures. In addition to any remedies contemplated or permitted pursuant to other provisions in this Declaration, the Association may require any Owner to restore, at the Owner's sole cost and expense, such Owner's Lot to the condition that existed prior to the installation or construction of Structures thereon ("restoration," for purposes of this subsection, to include, without limitation, the demolition and removal of any unapproved Structures) if such Structures were commenced or constructed in violation of this Section 6.8. In addition, if any Owner knowingly and intentionally commences or constructs Structures in violation of this Section 6.8, such Owner shall pay to the Association a sum of one hundred dollars (\$100) per day ("Violation Fee"). Each Violation Fee, together with such interest thereon and costs of collection therefor, shall be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each Violation Fee, and shall allow the Association to claim a mechanic's lien for the cost of such performance with all rights incident thereto, including those provided in Sections 5.1 and 5.8 hereof. Each Owner acknowledges that it would be difficult to determine damages if an Owner violates this Section above, and that the fines imposed herein constitute a fair and reasonable estimate of damages and do not constitute a penalty. Notwithstanding any provision herein to the contrary, all Structures shall be deemed approved and in compliance with this Section 6.8 unless an Owner has received written notice of violation from the Association prior to six (6) months following the completion of construction or installation of the Structure.

(d) Limitation of Liability. Neither the Association nor the partners, officers, directors, employees and/or agents of the Association shall be liable in damages or otherwise to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with any submittal or re-submittal of Plans for review and approval under this Declaration. Without the prior written consent of the Association, no Owner who submits or resubmits Plans may bring an action or suit against the Association, or the Association's partners, officers, directors, employees and/or agents to recover any such damages, and such parties hereby release, remise and quitclaim all claims, demands and causes of action for damages arising out of or in connection with any mistake of judgment, negligence or nonfeasance of the Association or its partners, officers, directors, employees and/or agents

relating to the review and approval, disapproval or failure to respond with respect to any Plans which are submitted or resubmitted under this Declaration; and such parties hereby waive all rights and entitlements they may have under any provision or principle of law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

(e) No Liability for Design or Other Defects. The approval of any Plans under this Declaration by the Association shall not impose any liability or responsibility whatsoever upon the Association or its partners, officers, directors, employees and/or agents (i) with respect to the compliance or non-compliance of any such Plans, or any structures erected or installed in accordance therewith, with applicable zoning ordinances, building codes, signage ordinances, or other applicable governmental laws, ordinances or regulations or (ii) with respect to defects in or relating to the Plans, including, without limitation, defects relating to engineering matters, structural design matters and the quality or suitability of materials.

6.9 General Requirements and Restrictions Regarding Construction.

(a) All construction activities within the Property shall be performed in a good and workmanlike manner, using first-class materials, and in compliance with all laws, rules, regulations, orders, and ordinances of the city, county, state, and federal governments, or any department or agency thereof, having jurisdiction over the Property.

(b) All construction activities within the Property shall be performed in accordance with the following provisions:

(i) so as not to unreasonably interfere with any construction work being performed on the remainder of the Property (or any part thereof); and

(ii) so as not to unreasonably interfere with the use, occupancy or enjoyment of any other portion of the Property (or any part thereof) or the business conducted on any other portion of the Property or by any other Owner.

(c) Each Owner shall diligently complete all construction activities within its Lot as quickly as feasible, shall regularly (as needed) clean the roadways and driveways used by its construction vehicles of mud, dirt and construction debris and, upon completion of all construction activities, shall promptly restore such affected roadways and driveways to a condition which is equal to or better than the condition which existed prior to the commencement of such work. If an Owner does not fulfill the terms of this section, the Association shall have the same rights to perform, or cause to be performed, the obligations of such Owner, and the Association shall be deemed to have contracted with the Owner for such work and materials, and shall be entitled to file a mechanic's lien against the Owner's Property for the Owner's share of the cost of such work and materials with all rights incident thereto, all in accordance with Chapter 44A of the North Carolina General Statutes and with Sections 5.1 and 5.8 hereof.

ARTICLE VII

Insurance

7.1 Association.

The Association shall have the right and authority to obtain and maintain such insurance as the Association may from time to time deem advisable, including without limitation coverages of the types and kinds set forth below, in such amounts as the Association shall deem advisable:

(a) Fire and casualty insurance on all improvements and all fixtures included in the Common Easement Area and all personal property and supplies comprising a portion of the Common Easement Area. All such policies shall provide that adjustment of loss shall be approved by the Association.

(b) Public liability insurance in such limits as the Association may, from time to time, determine to be customary for projects similar in construction, location and use to any Common Easement Area, and customary for projects similar to Belle Grove, covering the Association, the Property Manager, and each Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Easement Area and out of the activities of Declarant or Association with respect to maintenance, repair and replacement of Structures within the Property, excluding Buildings.

(c) Fidelity coverage against dishonest acts on the part of all persons, whether officers, directors, trustees, employees, agents or independent contractors, responsible for handling funds, or the assessments, in an amount determined by the Association in its discretion. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(d) Such other insurance coverages, including flood insurance and worker's compensation, as the Association shall determine from time to time to be desirable.

Premiums upon such insurance policies purchased by the Association shall be paid by the Association and collected from the Owners as part of the assessments pursuant to Article V hereof.

7.2 Owners.

(a) Public Liability Insurance. Each Owner shall maintain or cause to be maintained in full force and effect a comprehensive policy of general liability insurance with an insurer with a policyholder rating ("Best Rating") of at least A and financial size category of at least Class X as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, that is licensed to do business in the State of North Carolina, for any and all claims for damages to property and/or for any personal injury or loss of life in, upon, or about the Lot in a combined single limit amount of not less than Two Million Dollars (\$2,000,000.00). Such insurance shall extend to the contractual obligation of the insured party arising out of the indemnification

obligations set forth in this Declaration. Each Owner shall furnish to the Association, upon request, evidence that the insurance described above is in full force and effect. All policies of insurance carried by any Owner pursuant hereto shall name the Association as an additional insured, and shall provide that the same may not be canceled (including, without limitation, a non-renewal) or amended without at least thirty (30) days prior written notice being given by the insurer to the Association.

(b) Fire and Casualty Insurance. Effective upon the commencement of construction of Structures on a Lot, the Owner of such Lot shall carry, or cause to be carried, with a financially responsible insurance company or companies licensed to do business in the State of North Carolina fire insurance (with an extended coverage endorsement) in an amount at least equal to one hundred percent (100%) of the replacement cost (exclusive of the cost of excavation, foundations, and footings) of the Structures constructed on its Lot, insuring against causes or events which from time to time are included as covered risks under standard insurance industry practices within the classification of fire insurance with an extended coverage or "all risk" endorsement, and specifically against at least the following perils: loss or damage by fire, windstorm, tornado, hail, explosion, malicious mischief, vandalism, aircraft, vehicle, and smoke damage.

(c) Insurance Relating to Construction Activities. Prior to commencing any construction activities within the Property, the Owner performing or causing to be performed such construction activities shall maintain, or cause to be maintained, so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

(i) Workers' Compensation - statutory limits;

(ii) Employer's Liability - \$500,000;

(iii) Comprehensive General Liability on an occurrence basis with personal injury coverage and broad form property damage (said policy shall be endorsed to remove the XCU exclusion relating to explosion, collapse, and underground property damage) as follows:

(a) Bodily Injury - \$1,000,000 per person, \$2,000,000 per occurrence;

(b) Property Damage - \$1,000,000 per occurrence, \$2,000,000 aggregate;

(iv) Comprehensive Automobile Liability, including Non-Ownership and Hired Car Coverage as well as owned vehicles with at least the following limits:

(a) Bodily Injury - \$500,000 per person, \$1,000,000 per occurrence;

(b) Property Damage - \$250,000 per occurrence;

If the construction activity involves the use of another Lot (as specifically contemplated and permitted herein), then the Owner of any such Lot which shall be used for such construction activity shall be named as an additional insured and such insurance shall provide that the same shall not be canceled without at least thirty (30) days prior written notice to the named insureds (it being understood that if such insurance is canceled or expires, then the constructing Owner shall immediately stop all work on or use of another Owner's Lot until either the required insurance is reinstated or replacement insurance is obtained).

(d) Waiver of Subrogation. All such insurance shall include a waiver of subrogation by the insurer against the other Owners for any property damage so long as the same is obtainable without extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and the amount of the extra cost; and the other party, at its election, may pay the same but shall not be obligated to do so. Each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, members, employees, agents, and tenants for any property damage or consequential loss which is covered by or would be covered by the policies required to be carried by such Owner hereunder, to the extent of the proceeds payable under such policies.

(e) Changes in Owners' Coverages. The Association shall have the right and authority from time to time as it may deem advisable, to amend the types of coverages and amounts required of the Owners hereunder so long as such amendments are commercially reasonable and have been approved by Members holding fifty percent (50%) of the Class A votes of the Association and the Class B Member; provided however, the Association may increase the required amounts of insurance at any time to those that are commercially reasonable for similar properties in the Mecklenburg County, North Carolina area without any such vote.

ARTICLE VIII

General Provisions

8.1 Duration; Modification, Amendment or Termination.

(a) Duration. The terms and provisions of this Declaration shall be appurtenant to, and shall run with and bind title to, the Property and Lots therein and shall be binding upon and inure to the benefit of all Owners and Mortgagees of the Property and of Lots therein, and their respective heirs, executors, legal representatives, successors and assigns, and all other parties hereafter having an interest in any portion of the Property or Lots therein and all parties claiming by, through or under them and shall be and remain in full force and effect to the fullest extent permitted by law for a period of twenty (20) years from the date of filing this Declaration in the Office of the Register of Deeds for Mecklenburg County, North Carolina. Thereafter, as then in force, this Declaration shall be continued automatically for successive ten (10) year periods without further notice and without limitation, unless terminated as provided in Section 8.1(b) below. Every purchaser, grantee or assignee of any interest in the Property or Lots therein subject to this Declaration, by acceptance of a deed or other instrument of conveyance therefore, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property

and Lots therein as provided hereby. Notwithstanding anything to the contrary contained in this Declaration, any easements granted or reserved hereunder are and shall be perpetual and non-exclusive in nature and shall run with the Property and Lots therein except to the extent, if any, otherwise provided in this Declaration

(b) Modification, Amendment or Termination.

(1) By Declarant. So long as Declarant owns any portion of the Property, Declarant may unilaterally amend this Declaration and the Exhibits to provide for additional restrictions as provided in Section 6.1 above.

(2) By Owners. Except as provided above, this Declaration may be amended only upon the affirmative vote or written consent, or any combination thereof, of Members of the Association holding at least two-thirds (2/3) of the votes of the Association in accordance with Section 3.2 above. Notwithstanding anything to the contrary contained in this Declaration, so long as Declarant remains a Class B Member, whether or not Declarant owns any portion of the Property, no modification, amendment or termination of this Declaration may be made without the approval of the Class B Member and its successors and assigns (as Declarant).

(3) Binding Effect. Any such modification, amendment or termination of this Declaration adopted in accordance with the provisions of this Section 8.1(b) shall be binding upon all Owners and Mortgagees of the Property or Lots therein, and their respective heirs, successors and assigns. Every purchaser, grantee or assignee of any interest in the Property or Lots therein subject to this Declaration, by acceptance of a deed or other instrument of conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property and Lots therein as provided hereby. Notwithstanding any of the foregoing, no modification or amendment of this Declaration may revoke any consent, approval or waiver properly given or granted pursuant to the authority of this Declaration.

8.2 Casualty Damage. If any Structure located on the Lot is damaged or destroyed by fire or other casualty, then the Owner of the Lot on which the Building or improvement is (or was) located shall have the option to elect within sixty (60) days of that damage or destruction to rebuild, or not to rebuild, by written notice to the Association. If that Owner elects not to repair or restore the damage, the Owner shall, within ninety (90) days of the date of damage or destruction, demolish the destroyed or damaged Building or improvement, clean up any and all rubbish and debris, level the area, landscape and grade or pave the area, and thereafter maintain its Parcel in a good, clean, safe and presentable condition. Within twenty (20) days after any such fire or other casualty and until the foregoing restoration, landscaping, or paving, as the case may be, is completed, the Owner of the damaged or destroyed Building or improvement shall (a) screen the damaged or destroyed areas from view with a solid plyboard wall not less than eight feet (8') in height and painted a solid color, and (b) not allow debris, dirt or construction materials to accumulate or remain outside the plyboard wall. Notwithstanding anything herein to the contrary, in the event and Owner elects not to repair or restore the damage, such Owner shall remain liable for the full amount of its Prorata Share of all assessments due for such Parcel, as

set forth in Article V hereof; provided, however, that such Owner's Prorata Share shall be equal to that percentage calculated by using a fraction, the numerator of which is the total gross square footage of the Buildings located upon such Lot immediately prior to such casualty, and the denominator of which is the total gross square footage of all Buildings located on the Property.

If the Owner of the damaged or destroyed Structure does not fulfill the terms of this section, the Association shall have the same rights to perform, or cause to be performed, the obligations of such Owner after giving notice as required in Section 5.8 herein, and the Association shall be deemed to have contracted with the Owner for such work and materials, and shall be entitled to file a mechanic's lien against the Owner's Property for the Owner's share of the cost of such work and materials with all rights incident thereto, all in accordance with Chapter 44A of the North Carolina General Statutes and with Sections 5.1 and 5.8 hereof.

8.3 Enforcement Powers. Any violation of this Declaration, whether in whole or in part, is hereby declared to be a nuisance and, without limitation, the Association or any Owner shall be entitled to avail itself of all remedies available under applicable law or in equity for the abatement of a nuisance in addition to all other rights and remedies set forth hereunder or otherwise available at law or in equity. This Declaration may be enforced by Declarant and its successors and assigns, as Declarant, and by the Association, by proceedings at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages together with reasonable attorneys' fees and court costs. Further, in the event Declarant or the Association fails to act to enforce any covenant or restriction herein, any Owner of any Lot may enforce these restrictions as aforesaid against any other Owner. Declarant agrees for itself and the Association that this Declaration and the covenants contained herein shall be enforced uniformly and without prejudice against any Owner.

8.4 Partial Invalidity. Any invalidation of any one or more of the restrictions set forth in this Declaration by judgment, court order, or statute or failure on the part of Declarant or its successors or assigns to enforce any of said restrictions shall in no way affect any of the other provisions hereof or be deemed a waiver of the right to enforce such restrictions any time after the violation thereof.

8.5 Binding Effect; Waiver. Except as otherwise specifically provided herein, this Declaration shall bind and inure to the benefit of and be enforceable by Declarant and its successors and assigns (as Declarant), the Association and the Owner or Owners of any Lot and their respective heirs, successors and assigns. The failure of any person entitled to enforce this Declaration or any provision hereof to enforce same shall not be deemed a waiver of the right of any such person to enforce this Declaration or any portion thereof thereafter. Waiver or any attempted waiver of this Declaration with respect to any Lot shall not be deemed a waiver thereof as to any other Lot nor, with respect to the Lot in question, as to any subsequent violation, nor shall the violation of this Declaration with respect to any one Lot affect the applicability or enforceability of this Declaration with respect to any other Lot(s).

8.6 Rights Assignable. Any and all rights, powers, easements and reservations of Declarant herein contained may be assigned to any person(s), corporation(s), limited liability

company(s) or other legal entity(ies) which will assume the duties of Declarant pertaining to the particular rights, powers, easements and reservations assigned, and upon any such person(s)', corporation(s)', limited liability company(s)' or other legal entity(ies)' evidencing his or its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant," as used herein, includes all such assignees and their heirs, successors and assigns (including, but not limited to, the Association). Any assignment or appointment made under this Section 8.6 shall be in recordable form and shall be recorded in the appropriate land record offices for Mecklenburg County, North Carolina.

8.7 Mortgagees' Protection: Subordination of Liens. Violation of this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith and for value upon any portion of the Property. Any lien created hereunder for the benefit of the Declarant or its successor, including any lien created and foreclosed pursuant to Sections 5.1 and 5.8 hereof shall be junior and subordinate to any such Mortgage unless a lien shall have been filed in the Office of the Clerk of Court of Mecklenburg County prior to the recordation of such Mortgage; provided, however, any Mortgagee in actual possession or any purchaser at any trustee's, mortgagee's or foreclosure sale shall be bound by and be subject to this Declaration as fully as any other Owner of the Property effective upon the date of acquisition.

8.8 Chain of Title. Each grantee, lessee or other person in interest or occupancy accepting a conveyance, leasehold interest or other demise of an interest in or to or in connection with any Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself or itself, his or its heirs, successors and assigns to observe and perform and be bound by this Declaration and to incorporate this Declaration by reference in any conveyance or leasehold estate of all or any portion of his or its interest in any real property subject hereto.

8.9 Ambiguities. If any discrepancy, conflict or ambiguity is found to exist with respect to any matters set forth in this Declaration, such ambiguity, conflict or discrepancy shall be resolved and determined by Declarant in its sole discretion. Declarant shall have the right to interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of Declarant and that of any other person or entity entitled to enforce any of the provisions hereof shall be resolved in favor of the construction or interpretation of Declarant.

8.10 No Reversionary Interest. This Declaration shall not be construed as conditions subsequent or creating a possibility of reverter, and no provision hereof shall be deemed to vest in Declarant or any other persons any reversionary interest with respect to any Lot. Except as provided above, all reversionary rights are hereby expressly waived by Declarant.

8.11 Zoning Requirements. This Declaration shall not be interpreted as permitting any action or thing prohibited by applicable zoning laws, or any laws, ordinances or regulations of any governmental authority or by specific restrictions imposed by any deed or other instrument

of conveyance. In the event of any conflicts, the most restrictive provision shall be taken to govern and control. This Declaration is intended to complement and supplement local governmental laws and regulations; and in the event of a conflict occurring between the provisions of this Declaration and such laws and regulations, the most strict requirements shall control.

8.12 Exoneration of Declarant. Each Owner of any Lot in the Property or any other party interested in the Property expressly agrees that no duty or obligation is imposed upon Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Declarant be subject to any liability of any kind or nature whatsoever with respect to any third party as a result of failing to enforce same. Furthermore, Declarant's approval (or approval by the Association) of any construction, building or Structure, preliminary plans, Plans, specifications, site or landscaping plans or elevations or any other approvals or consents given by Declarant or by the Association pursuant hereto or otherwise shall not be deemed a warranty, representation or covenant that any such Structures, buildings, improvements, landscaping or other action taken pursuant hereto or in reliance thereon complies with any or all applicable laws, rules, requirements or regulations, the sole responsibility for such compliance being upon the Owner seeking approval; and Declarant and the Association are expressly released and relieved of any and all liability and responsibility in connection therewith.

8.13 Rezoning. For a period of twenty (20) years from the date hereof, no Owner or contract purchaser of any Lot, other than Declarant, shall apply for rezoning, changes or proffers, special use permits or special exceptions for any part of the Property without the prior written consent of Declarant, which consent may be granted or withheld in Declarant's sole discretion.

8.14 Re-subdivision. No Owner may subdivide any Lot as initially conveyed by Declarant without the prior written consent of Declarant or the Association, which consent may be granted or withheld in their sole discretion. However, Declarant may provide for the right of an Owner to subdivide a Lot in the deed conveying such Lot, and such approval shall remain effective for the period of time specified in such deed.

8.15 North Carolina Planned Communities Act. Each of the Owners hereby acknowledge and agree that this Declaration and the Property shall not be subject to the North Carolina Planned Communities Act codified in Chapter 47F of the North Carolina General Statutes.

8.16 Captions. The captions of each Article, Section and Subsection hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article, Section or Subsection to which they refer.

8.17 Spouse. Sally C. Saussy, wife of R. Downie Saussy, joins in the execution of this Declaration solely for the purpose of consenting to the terms of this Declaration and subjecting any marital rights that she may have in the Property to the terms of this Declaration.

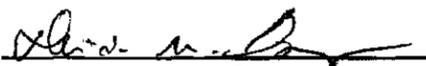
{Signatures on following page}

IN WITNESS WHEREOF, Declarant and the Initial Owners have caused this Declaration to be duly executed and sealed as of the day and year first above written.

DECLARANT:

HD COMMERCIAL PROPERTIES, LLC,
a North Carolina limited liability company [SEAL]

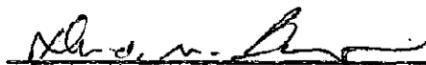
By: First Colony Corporation,
a North Carolina corporation, Manager

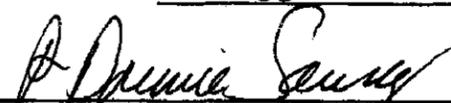
By: 
Name: HEIDI M. BARRINGER
Title: CEO

LOT 1 OWNER:

3315 SPRINGBANK LANE, LLC,
a North Carolina limited liability company [SEAL]

By: First Colony Corporation,
a North Carolina corporation, Manager

By: 
Name: Heidi M. Barringer
Title: CEO

 [SEAL]
R. DOWNIE SAUSSY

 [SEAL]
SALLY C. SAUSSY

_____ [SEAL]
FREDRICK D. JUDSON

_____ [SEAL]
DIANE E. JUDSON

_____ [SEAL]
JAMES H. RICHARDSON, JR.

IN WITNESS WHEREOF, Declarant and the Initial Owners have caused this Declaration to be duly executed and sealed as of the day and year first above written.

DECLARANT:

HD COMMERCIAL PROPERTIES, LLC,
a North Carolina limited liability company [SEAL]

By: First Colony Corporation,
a North Carolina corporation, Manager

By: _____
Name: _____
Title: _____

LOT 1 OWNER:

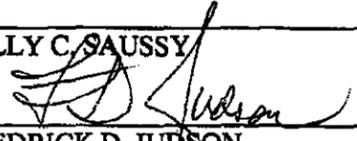
3315 SPRINGBANK LANE, LLC,
a North Carolina limited liability company [SEAL]

By: First Colony Corporation,
a North Carolina corporation, Manager

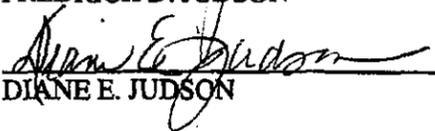
By: _____
Name: _____
Title: _____

R. DOWNIE SAUSSY [SEAL]

SALLY C. SAUSSY [SEAL]



FREDRICK D. JUDSON [SEAL]



DIANE E. JUDSON [SEAL]

JAMES H. RICHARDSON, JR. [SEAL]

IN WITNESS WHEREOF, Declarant and the Initial Owners have caused this Declaration to be duly executed and sealed as of the day and year first above written.

DECLARANT:

HD COMMERCIAL PROPERTIES, LLC,
a North Carolina limited liability company [SEAL]

By: First Colony Corporation,
a North Carolina corporation, Manager

By: _____
Name: _____
Title: _____

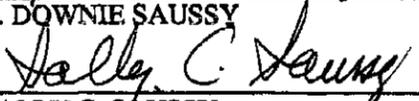
LOT 1 OWNER:

3315 SPRINGBANK LANE, LLC,
a North Carolina limited liability company [SEAL]

By: First Colony Corporation,
a North Carolina corporation, Manager

By: _____
Name: _____
Title: _____

 _____ [SEAL]
R. DOWNIE SAUSSY

 _____ [SEAL]
SALLY C. SAUSSY

_____ [SEAL]
FREDRICK D. JUDSON

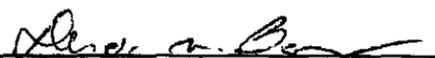
_____ [SEAL]
DIANE E. JUDSON

 _____ [SEAL]
JAMES H. RICHARDSON, JR.

LOT 2 OWNER

BELLE GROVE CONDOMINIUM, LLC,
a North Carolina limited liability company [SEAL]

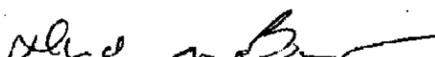
By: First Colony Corporation,
a North Carolina corporation, Manager

By: 
Name: Heidi M. Basinger
Title: CEO

LOT 4 OWNER:

GRANVILLE AT BELLE GROVE, LLC,
a North Carolina limited liability company [SEAL]

By: First Colony Corporation,
a North Carolina corporation, Manager

By: 
Name: Heidi M. Basinger
Title: CEO

DIXIE LAND COMPANY, LLC,
a Virginia limited liability company [SEAL]

By: _____
Name: _____
Title: _____

LOT 2 OWNER

BELLE GROVE CONDOMINIUM, LLC,
a North Carolina limited liability company [SEAL]

By: **First Colony Corporation,**
a North Carolina corporation, Manager

By: _____
Name: _____
Title: _____

LOT 4 OWNER:

GRANVILLE AT BELLE GROVE, LLC,
a North Carolina limited liability company [SEAL]

By: **First Colony Corporation,**
a North Carolina corporation, Manager

By: _____
Name: _____
Title: _____

DEXIE LAND COMPANY, LLC,
a Virginia limited liability company [SEAL]

By: *Lloyd C. Bost Jr*
Name: LLOYD C. BOST JR
Title: MANAGER

_____[SEAL]
RONALD O. BRYANT

_____[SEAL]
NANCY C. BRYANT

_____[SEAL]
RICHARD I. MCHENRY, AGENT

Ray V. Johnsen
_____[SEAL]
RAY V. JOHNSEN

Nancy J. Johnsen
_____[SEAL]
NANCY J. JOHNSEN

LOT 7 OWNER:

MADISON AT BELLE GROVE, LLC,
a North Carolina limited liability company [SEAL]

By: First Colony Corporation,
a North Carolina corporation, Manager

By: _____
Name: _____
Title: _____

_____[SEAL]
RONALD O. BRYANT

_____[SEAL]
NANCY C. BRYANT

[Handwritten Signature]
_____[SEAL]
RICHARD I. MCHENRY, AGENT

_____[SEAL]
RAY V. JOHNSEN

_____[SEAL]
NANCY J. JOHNSEN

LOT 7 OWNER:

MADISON AT BELLE GROVE, LLC,
a North Carolina limited liability company [SEAL]

By: First Colony Corporation,
a North Carolina corporation, Manager

By: _____
Name: _____
Title: _____

_____[SEAL]
RONALD O. BRYANT

_____[SEAL]
NANCY C. BRYANT

_____[SEAL]
RICHARD I. MCHENRY, AGENT

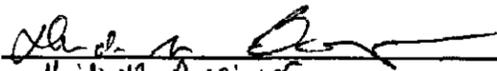
_____[SEAL]
RAY V. JOHNSEN

_____[SEAL]
NANCY J. JOHNSEN

LOT 7 OWNER:

MADISON AT BELLE GROVE, LLC,
a North Carolina limited liability company [SEAL]

By: First Colony Corporation,
a North Carolina corporation, Manager

By: 
Name: Heidi M. Ballinger
Title: CEO

DIXIE LAND COMPANY, LLC,
a Virginia limited liability company [SEAL]

By: *Lloyd C. Bost Jr*
Name: LLOYD C BOST JR
Title: MANAGER

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, April L Fulmer, a Notary Public of aforesaid County and State, certify that Heidi M Barringer personally came before me this day and acknowledged that (s)he is CEO President of First Colony Corporation, a North Carolina corporation, Manager of HD COMMERCIAL PROPERTIES, LLC, a North Carolina limited liability company, and that (s)he, as CEO President, being authorized to do so, executed the foregoing on behalf of the corporation as manager of HD Commercial Properties, LLC.

Witness my hand and official seal, this the 21st day of March, 2002.

April L Fulmer
NOTARY PUBLIC

My Commission Expires:

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, April L Fulmer, a Notary Public of aforesaid County and State, certify that Heidi M Barringer personally came before me this day and acknowledged that (s)he is CEO President of First Colony Corporation, a North Carolina corporation, Manager of 3315 SPRINGBANK LANE, LLC, a North Carolina limited liability company, and that (s)he, as CEO President, being authorized to do so, executed the foregoing on behalf of the corporation as manager of 3315 Springbank Lane, LLC.

Witness my hand and official seal, this the 21st day of March, 2002.

April L Fulmer
NOTARY PUBLIC

My Commission Expires:

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

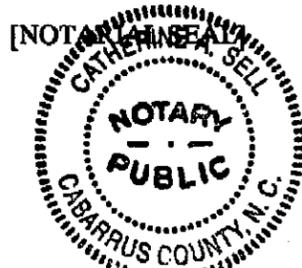
I, CATHERINE A. SELL, a Notary Public of aforesaid County and State, certify that R. DOWNIE SAUSSY, personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 21st day of February, 2002.

Catherine A. Sell
NOTARY PUBLIC

My Commission Expires:

12/10/04



STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, CATHERINE A. SELL, a Notary Public of aforesaid County and State, certify that SALLY C. SAUSSY, personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 22nd day of February, 2002.

Catherine A. Sell
NOTARY PUBLIC

My Commission Expires:

12/10/04



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Perry Entube, a Notary Public of aforesaid County and State, certify that FREDRICK D. JUDSON, personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 8 day of March, 2002.

Perry Entube
NOTARY PUBLIC

My Commission Expires:

2-11-05

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Perry Entube, a Notary Public of aforesaid County and State, certify that DIANE E. JUDSON personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 8 day of March, 2002.

Perry Entube
NOTARY PUBLIC

My Commission Expires:

2-11-05

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA

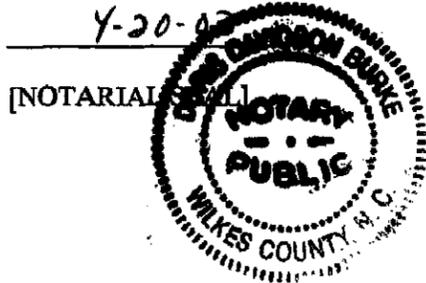
COUNTY OF Wilkes

I, Deis Davidson Burke, a Notary Public of aforesaid County and State, certify that JAMES H. RICHARDSON, JR., personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 19th day of February, 2002.

Deis Davidson Burke
NOTARY PUBLIC

My Commission Expires: 4-20-03



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

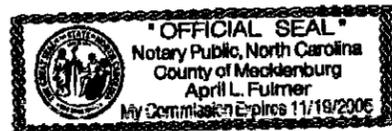
I, April L Fulmer, a Notary Public of aforesaid County and State, certify that Heidi M Baringer personally came before me this day and acknowledged that (s)he is CEO President of First Colony Corporation, a North Carolina corporation, Manager of BELLE GROVE CONDOMINIUM, LLC, a North Carolina limited liability company, and that (s)he, as CEO President, being authorized to do so, executed the foregoing on behalf of the corporation as manager of Belle Grove Condominium, LLC.

Witness my hand and official seal, this the 21st day of March, 2002.

April L Fulmer
NOTARY PUBLIC

My Commission Expires:

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, April L Fulmer, a Notary Public of aforesaid County and State, certify that Heidi M Barringer personally came before me this day and acknowledged that (s)he is CEO President of First Colony Corporation, a North Carolina corporation, Manager of GRANDVILLE AT BELLE GROVE, LLC, a North Carolina limited liability company, and that (s)he, as CEO President, being authorized to do so, executed the foregoing on behalf of the corporation as manager of Belle Grove Condominium, LLC.

Witness my hand and official seal, this the 21st day of March, 2002.

April L Fulmer
NOTARY PUBLIC

My Commission Expires: _____

[NOTARIAL SEAL]



~~STATE OF NORTH CAROLINA~~
VIRGINIA

COUNTY OF Halifax

I, Shirley P Johnson, a Notary Public of the aforesaid County and State, do hereby certify that Lloyd C Best Jr, [member/manager] of DIXIE LAND COMPANY, LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and notarial seal this 21st day of February, 2002.

Shirley P Johnson
Notary Public

My Commission Expires: 6-30-05



STATE OF NORTH CAROLINA

COUNTY OF Mechlenburg

I, Janice A Seel, a Notary Public of aforesaid County and State, certify that RONALD O. BRYANT, personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 8 day of March, 2002.

Janice A Seel
NOTARY PUBLIC

My Commission Expires:

July 10 2005



STATE OF NORTH CAROLINA

COUNTY OF Mechlenburg

I, Janice A Seel, a Notary Public of aforesaid County and State, certify that NANCY C. BRYANT, personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 8 day of March, 2002.

Janice A Seel
NOTARY PUBLIC

My Commission Expires:

July 10 2005



STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

I, DENNIS R. WALL, a Notary Public of aforesaid County and State, certify that RAY V. JOHNSEN personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 20th day of FEBRUARY, 2002.

Dennis R. Wall
NOTARY PUBLIC

My Commission Expires: 11-7-06



STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

I, DENNIS R. WALL, a Notary Public of aforesaid County and State, certify that NANCY J. JOHNSEN personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 20th day of FEBRUARY, 2002.

Dennis R. Wall
NOTARY PUBLIC

My Commission Expires: 11-7-06



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, ANNA K. O'CONNELL, a Notary Public of aforesaid County and State, certify that RICHARD I. MCHENRY, Agent, personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 13th day of March, 2002.

Anna K. O'Connell
NOTARY PUBLIC

My Commission Expires:

01/03/05

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

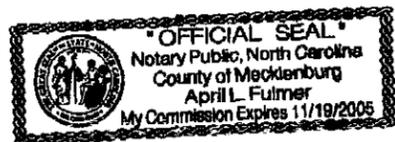
I, April L Fulmer, a Notary Public of aforesaid County and State, certify that Heidi M Barringer personally came before me this day and acknowledged that (s)he is CEO President of First Colony Corporation, a North Carolina corporation, Manager of MADISON AT BELLE GROVE, LLC, a North Carolina limited liability company, and that (s)he, as CEO President, being authorized to do so, executed the foregoing on behalf of the corporation as manager of Belle Grove Condominium, LLC.

Witness my hand and official seal, this the 21st day of March, 2002.

April L Fulmer
NOTARY PUBLIC

My Commission Expires:

[NOTARIAL SEAL]



VIRGINIA
STATE OF NORTH CAROLINA

COUNTY OF Halifax

I, Shirley J. Johnson, a Notary Public of the aforesaid County and State, do hereby certify that Lloyd C. Best * [member/manager] of DIXIE LAND COMPANY, LLC, a Virginia limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and notarial seal this 25th day of February, 2002.
* aka Lloyd C Best, Jr

Shirley J. Johnson
Notary Public

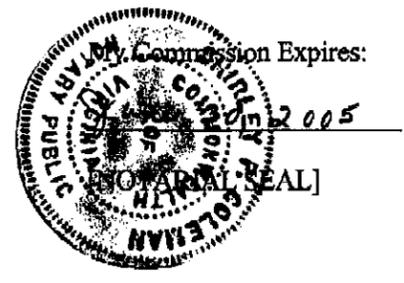


EXHIBIT A

THE "PROPERTY"

Being all those certain tracts or parcels of land located in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

ALL of Lots 1 through 7 as shown on plat of "Springbank Lane Map 4" recorded in Map Book 33 at Page 147 of the Mecklenburg County Public Registry.

EXHIBIT B

THE "SITE PLAN"

That certain Master Plan for Belle Grove at the Arboretum dated March 1, 1999, last revised May 2, 2000 prepared by DPR Associates, Inc. for Belle Grove, reference to which is hereby made and which is incorporated herein by reference.

EXHIBIT C

PARK AREA EASEMENT

All that certain lot or tract of land located in the City of Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

All of that certain area identified as "Landscape Easement" and being a portion of Lots 3, 5 and 7 as shown on plat recorded in Map Book 33 at Page 147 of the Mecklenburg County Public Registry.

EXHIBIT D

SIGN EASEMENT AREA

All that certain lot or tract of land located in the City of Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

Those two (2) triangular shaped areas, one of which is located at the northeastern corner of the intersection of Springbank Lane and Pineville-Matthews Road (N.C. Hwy. 51) and the other of which is located at the southwest corner of the intersection of Springbank Lane and Providence Road (N.C. Hwy. 16), such areas being identified as a "Landscape Easement" on plat recorded in Map Book 33 at Page 147 of the Mecklenburg County Public Registry, and being the triangular shaped area formed in such corners if the lines designating the Landscape Easement on such plat were extended, along the same course, until their intersection with the right-of-way margins of Springbank Lane and Pineville-Matthews Road or Providence Road, as applicable.

CONSENT AND SUBORDINATION

BRANCH BANKING AND TRUST COMPANY, a state banking corporation ("Lender"), owner and holder of a note secured by that certain Deed of Trust from HD COMMERCIAL PROPERTIES, LLC, a North Carolina limited liability company, to JOHN L. KRAYNIK, Trustee for the benefit of Lender dated February 15, 1999 and recorded in Book 10257 at Page 376 in the Mecklenburg County Public Registry (the "Deed of Trust"), and Trustee under said Deed of Trust ("Trustee") hereby consent to the execution, delivery and recording of the foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Belle Grove (the "Declaration") and agree that any subsequent foreclosure of the Deed of Trust shall not extinguish the Declaration and that the Deed of Trust, the lien created thereby, and Lender's and Trustee's interest in the property described therein by virtue of the Deed of Trust are, and shall be, subject and subordinate to the Declaration and the provisions thereof. Lender and Trustee also consent and subordinate the lien of the Deed of Trust to any and all easements, and other conditions identified and/or depicted on that plat entitled "Springbank Lane Map 4" recorded in Map Book 33 at Page 147 of the Mecklenburg County Public Registry ("Plat Easements") and agree that any subsequent foreclosure of the Deed of Trust shall not extinguish the Plat Easements, and that the Deed of Trust, the lien created thereby, and Lender's and Trustee's interest in the property shall be subject and subordinate to the Plat Easements.

IN WITNESS WHEREOF, the undersigned have duly executed these presents under seal as of this the 13th day of March, 2002.

BRANCH BANKING AND TRUST COMPANY,
a state banking corporation [SEAL]

By: Michael S. Carle
Name: MICHAEL S. CARLE
Its: VICE President

John L. Kraynik [SEAL]
John L. Kraynik, Trustee

STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Carol J Beardmne, a Notary Public of aforesaid County and State, certify that Michael S Cole personally came before me this day and acknowledged that (s)he is Vice President of BRANCH BANKING AND TRUST COMPANY, a state banking corporation, and that (s)he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 12th day of March, 2002.

Carol J Beardmne
NOTARY PUBLIC

My Commission Expires: 6-30-06



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

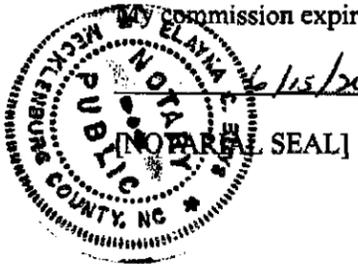
I, ELANA C Buys, a notary public hereby certify that JOHN L. KRAYNIK, Trustee, personally came before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 13 day of March, 2002.

Elana C Buys
Notary Public

My commission expires:

6/15/2004



CONSENT AND SUBORDINATION

FIRST CHARTER BANK, a N.C. national banking company, successor by merger to Lincoln Bank of North Carolina, ("Lender"), owner and holder of two notes secured by those certain Deeds of Trust from BELLE GROVE CONDOMINIUM, LLC, a North Carolina limited liability company, to GUY E. CLINE or JAMES H. MAUNEY, II, or J. LOUISE FLETCHER, Trustees for the benefit of Lender dated September 30, 1999 and recorded in Book 10801 at Page 780 and Book 10801 at Page 788 in the Mecklenburg County Public Registry (the "Deeds of Trust"), and Trustee under said Deeds of Trust ("Trustee") hereby consent to the execution, delivery and recording of the foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Belle Grove (the "Declaration") and agree that any subsequent foreclosure of either Deed of Trust shall not extinguish the Declaration and that the Deeds of Trust, the liens created thereby, and Lender's and Trustee's interest in the property described therein by virtue of the Deeds of Trust and by virtue of those certain Hazardous Substances Certificate and Indemnities recorded in Book 10807 at Pages 241 and 247 are, and shall be, subject and subordinate to the Declaration and the provisions thereof. Lender and Trustee also consent and subordinate the lien of the Deeds of Trust and the Hazardous Substance Certificate and Indemnities to any and all easements and other conditions identified and/or depicted on that plat entitled "Springbank Lane Map 4" recorded in Map Book 33 at Page 147 of the Mecklenburg County Public Registry ("Plat Easements") and agree that any subsequent foreclosure of the Deed of Trust shall not extinguish the Plat Easements and that the Deeds of Trust, the lien created thereby, and Lenders and Trustees interest in the property by virtue of the Deeds of Trust and by virtue of those certain Hazardous Substances Certificate and Indemnities shall be subject and subordinate to the Plat Easements.

IN WITNESS WHEREOF, the undersigned have duly executed these presents under seal as of this the 25 day of February, 2002.

FIRST CHARTER BANK, a N.C. national banking company [SEAL]
By: [Signature]
Name: Robert G. Fox Jr.
Its: Ex. Vice President

[Signature] [SEAL]
James H. Mauney II Trustee

STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Andrea Weaver, a Notary Public of aforesaid County and State, certify that Robert G Fox Jr personally came before me this day and acknowledged that (s)he is EV President of FIRST CHARTER BANK, a national banking association, successor by merger to Lincoln Bank of North Carolina, and that (s)he, as EV President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 25 day of Feb, 2002.

Andrea Weaver
NOTARY PUBLIC

My Commission Expires:

3-6-05

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Andrea Weaver, a notary public hereby certify that James H. Murray II, Trustee, personally came before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 25 day of Feb, 2002.

Andrea Weaver
Notary Public

My commission expires:

3-6-05

[NOTARIAL SEAL]



**JOINDER AND CONSENT OF
TRUSTEE AND BENEFITARY**

NEW SALEM, INC., as Trustee and **WACHOVIA BANK, N.A.**, as Beneficiary under that certain Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement from **3315 SPRINGBANK LANE, LLC, ET AL.**, dated June 16, 1999 and recorded with the Register of Deeds of Mecklenburg County, North Carolina in Book 10551 at Page 001, and **WACHOVIA BANK, N.A.**, as Secured Party under the terms of those UCC Financing Statements recorded with the Register of Deeds of Mecklenburg County, North Carolina as File No. 199906018, 199906017, and 199906016 hereby join in the foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Belle Grove for the sole purpose of expressing their consent thereto and as subordinating the aforesaid Deed of Trust and UCC Financing Statements to the term hereof. Lender and Trustee also consent and subordinate the lien of the Deed of Trust and UCC Financing Statements to any and all easements and other conditions identified and/or depicted on that plat entitled "Springbank Lane Map 4" recorded in Map Book 33 at Page 147 of the Mecklenburg County Public Registry.

NEW SALEM, INC. , Trustee
a North Carolina corporation [SEAL]

By: *Zeta M. Pittman*
Name: *Zeta M. Pittman*
Its: *Vice* President

WACHOVIA BANK, N.A.,
a national banking association [SEAL]

By: *Zeta M. Pittman*
Name: *Zeta M. Pittman*
Its: *Vice* President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Cynthia A. Freeze, a Notary Public of aforesaid County and State, certify that Zeta M. Pittman personally came before me this day and acknowledged that (s)he is Vice President of WACHOVIA BANK, N.A., a national banking association, and that (s)he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 21st day of February, 2002.

Cynthia A. Freeze
NOTARY PUBLIC



STATE OF North Carolina

COUNTY OF Mecklenburg

I, Cynthia A. Freeze, a notary public hereby certify that Zeta M. Pittman, Vice President of NEW SALEM, INC., a North Carolina corporation Trustee, personally came before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 21st day of February, 2002.

Cynthia A. Freeze
Notary Public



STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Cynthia A. Freeze, a Notary Public of aforesaid County and State, certify that Zeta M. Pittman personally came before me this day and acknowledged that (s)he is Vice President of WACHOVIA BANK, N.A., a national banking association, and that (s)he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 21st day of February, 2002.

Cynthia A. Freeze
NOTARY PUBLIC

My Commission Expires:

10/11/02

[NOTARIAL SEAL]

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Cynthia A. Freeze, a notary public hereby certify that Zeta M. Pittman, Vice President of NEW SALEM, INC., a North Carolina corporation Trustee, personally came before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 21st day of February, 2002.

Cynthia A. Freeze
Notary Public

My commission expires:

10/11/02

[NOTARIAL SEAL]



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

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Recorder: EMEM DREHER

State of North Carolina, County of Mecklenburg

The foregoing certificate of DORIS DAVIDSON BURKE , SHIRLEY P COLEMAN , JANICE S DILL , ANNA K O'CONNELL , CAROL J BEARDMORE , ANDREA B WEAVER , SONJA G KOMBS , CATHERINE A SELL , PERRY ENTREKIN , DENNIS R WALL , APRIL L FULMER , ELAYNA C BUYS , CYNTHIA A FREEZE Notaries are certified to be correct. This 21 ST of March 2002

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



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