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Susan S. Lockridge Register of Deeds
BK **4827** PG **1355-1379**

25 RECORDING FEE 66.⁰⁰

Drawn by and mail to:
Susan K. Irvin
P.O. Box 2376
Davidson, North Carolina 28036

**STATE OF NORTH CAROLINA
COUNTY OF GASTON**

**DECLARATION OF COVENANTS AND EASEMENTS
FOR
SOUTH POINT COMMONS**

THIS DECLARATION OF COVENANTS AND EASEMENTS (the "Declaration") made THIS 21 day of January, 2016, by SP VILLAGE, LLC, a limited liability company organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of fee simple title to certain real property situated in Belmont, Gaston County, North Carolina, which real property consists of approximately 3.507 acres as more particularly described on Exhibit A attached hereto and incorporated herein by reference and on which real property Declarant desires to create, as permitted under local zoning ordinances, a commercial retail development to be known as South Point Commons; and

WHEREAS, Declarant desires to insure the attractiveness of the development; and to preserve, protect and enhance the values, appearance and amenities thereof; to provide for a method for the maintenance, repair, replacement and operation of certain Improvements (as such term is hereinafter defined and used herein), located within the Properties or serving the Properties or adjacent to public street rights-of-way and entrances into the development or appurtenant to the Properties (as such term is hereinafter defined and used herein); and, to this end desires to subject the Properties to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Properties and each owner thereof; and

WHEREAS, Declarant, in order to further the objectives set forth herein, has deemed it desirable to create an organization to which will be delegated and assigned the power of maintaining, repairing, replacing, operating and administering certain Improvements located within the Properties or serving the Properties or adjacent to public street rights-of-way and entrances into the development, and administering and enforcing the covenants and restrictions and collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or will incorporate under North Carolina law, South Point Commons Property Owners Association, Inc. as a non-profit membership corporation for the purpose of exercising and performing the aforesaid functions.

NOW THEREFORE, Declarant, by this Declaration, does hereby declare that all of the real property described on Exhibit A, and such additions thereto as may be hereinafter made pursuant to Article II hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to South Point Commons Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Common Areas" shall include all Shared Driveways, parking areas, medians, and landscaped areas along Shared Driveways and parking areas, sidewalks, planting strips and open spaces and areas designated as "Common Area" on maps of portions of the Properties, which are now or hereafter recorded.

Section 3. "Declarant" shall mean and refer to SP Village, LLC and those of its successors and assigns, if any, to whom the rights of Declarant hereunder are specifically transferred by written instrument, subject to such terms and conditions as the Declarant may impose. Upon any transfer by Declarant of any or all of its Declarant rights and obligations hereunder, Declarant shall be relieved of any and all obligations and liabilities with respect to the rights and obligations so transferred.

Section 4. "Designated Maintenance Items" shall mean all Shared Driveways, as described herein, parking areas within the Properties, property in medians in and entrances to the Properties from Middleton Farm Drive, McKee Farm Lane and South Point Road, decorative lighting, monuments and signage within the driveways, parking areas, and the entrances to the Shared Driveways from Middleton Farm Drive, McKee Farm Lane and South Point Road and Common Areas, as described herein; in addition, such term shall include the monument signage for South Point Commons and the flower beds and plant materials surrounding such signage,

decorative light fixtures and other common areas, and shall further include all Sidewalk Easements, Sign Easements and Utility Easements shown on Exhibit B. Designated Maintenance Items may, at the election of Declarant, also include landscaping (including, but not limited to, trees, shrubbery, grass and flowers), sidewalks, utility lines, fences, signs, wetland ponds, storm drainage, storm water detention, fountains and entry monuments, but only if so designated in the event the Association expressly undertakes an obligation to do so.

This Declaration imposes no obligation on Declarant to construct, install or maintain any of the Designated Maintenance Items, except as expressly set forth in Article VIII hereof.

Section 5. “Improvements” shall mean generally all buildings and other structures, together with all additions, enclosures, fences, loading docks, entranceways, exitways, driveways, private streets, curb cuts, parking facilities, landscaping, planting, storage yards, storm drainage system, storm water detention facilities, irrigation facilities, lighting or other structures or permanent or temporary improvements within the Properties.

Section 6. “Institutional Lender” shall mean any life insurance company, bank, savings and loan association, trust, real estate investment trust, pension fund or other organization or entity which regularly makes loans secured by real estate.

Section 7. “Lot” shall mean and refer to any plot of land, with delineated boundary lines, including property located within such boundary lines which is reserved or established for the use of all owners (a) appearing on any recorded subdivision map of the Properties (b) subdivided out of the Properties by Declarant and conveyed to another person or entity by deed recorded in the Gaston County Public Registry, (c) conveyed as a Tract by Declarant to another person or entity by deed recorded in the Gaston County Public Registry and any subsequent subdivisions thereof, or (d) all portions of the Properties owned by Declarant. In the event of a subdivision of any Lot, each such parcel shall also be considered a “Lot”, and further provided that parcels may be subdivided into additional parcels for the purpose of granting different lending institutions deeds of trust on portions of such areas to secure loans and upon foreclosure, diverse ownership shall not constitute a violation hereof and each such parcel shall after such foreclosure be deemed a “Lot”.

Section 8. “Member” or “Members” shall mean and refer to Declarant and to any Owner of any Lot, which person or entity shall automatically be deemed a member of the Association.

Section 9. “Occupant” or “Occupants” shall mean and refer to any person or persons in possession of a Lot, including Owners, lessees, employees, guests and invitees of such person or persons.

Section 10. “Owner” shall mean any record owner (including the Declarant), whether one or more persons or entities, of fee simple title to any portion of the Properties (said property being hereinafter referred to individually as a “Tract” or as the “Tracts”) or to a Lot derived from a subdivision of one or more of the Tracts which is part of the Properties, but excluding those having such interests merely as security for the performance of an obligation.

Section 11. “Properties” shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Declaration and brought within the jurisdiction of the Association under the provisions of Article II hereof.

Section 12. “Shared Driveways” shall be the shared driveways to be constructed within the Properties as shown on map attached hereto as Exhibit B and incorporated herein for all purposes, and all areas on which Declarant locates, from time to time, locates Shared Driveways, including parking areas and medians within the Shared Driveways, entrances to the Shared Driveways from Middleton Farm Road, McKee Farm Lane and South Point Road, decorative lighting, monuments and signage within and adjacent to the Shared Driveways, and within and adjacent to the entrances to the Shared Driveways, and landscaped areas adjacent to and within the Shared Driveways and within and adjacent to entrances to the Shared Driveways.

Section 13. “Sidewalk Easements” shall be areas on which sidewalks are located along or adjacent to the street front boundary lines of each Lot and along the Shared Driveways and areas designated as “Sidewalk Easement” on maps of portions of the Properties, and on the map attached hereto as Exhibit B, which are now or hereafter recorded.

Section 14. “Sign Easements” shall be areas designated as “Sign Easement” on maps of portions of the Properties, which are now or hereafter recorded, including those areas identified as Sign Easement areas on the map attached hereto as Exhibit B and incorporated herein for all purposes, and including all landscaped areas around the Sign Easements, including within the areas noted on the map attached hereto as Exhibit B.

Section 15. “Temporary Construction Staging Area” shall mean and refer to that portion of the Shared Driveways, Sign and Utility Easements, as well as areas within fifteen feet (15’) of such easements, designated as the “Temporary Construction Staging Area” from time to time by the Declarant.

Section 16. “Utility Easements” shall be utility easements and all areas on which are located, or on which Declarant locates, from time to time, lights and light poles, drainage, water, sewer, cable, television, telephone and other utility lines, facilities and conduits within each Lot or as designated “Utility Easement” on maps of portions of the Properties, now or hereafter recorded, and on Exhibit B attached hereto.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF SOUTH POINT COMMONS PROPERTY OWNERS ASSOCIATION, INC. AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association is the property described in Exhibit A.

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

(a) Additional land which is (i) within the margins of public streets or rights-of-way or (ii) contiguous to the Existing Property may be annexed to the Existing Property by Declarant with the consent of a majority of the Total Votes (as hereinafter defined).

(b) The additions authorized under subsection (a) above, shall be made by filing of record Supplementary Declaration with respect to the additional properties which specifically extend the scheme of this Declaration and the jurisdiction of the Association to such properties and the properties shall thereby be subject to the benefits, agreements, restrictions and obligations set forth herein, including, but not limited to, Assessments as herein determined, to pay for the Association's expenses. The Supplementary Declaration may also contain such complementary additions and modifications of this Declaration pertaining to such additional properties as may be necessary or convenient, in the reasonable judgment of Declarant, to reflect the different character of the annexed property. In particular, any Common Greenway Area, if annexed, shall not be subject to Assessment, shall not be subject to the requirements for maintenance and construction of Improvements set forth in Articles VI and VII, and may be designated as an Association and Landscape Easement Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot which is subject to Assessment (as such term is defined in Article V, Section 1 hereof) shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment. Notwithstanding the foregoing provisions, Declarant shall be deemed a Member, regardless of whether it is obligated to pay Assessments as set forth in Article V, Section 1 hereof.

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

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. Each Class A Lot shall entitle the owner(s) of said Lot to one (1) vote for each acre of said Lot, plus a fractional (hundredths) vote for each fractional (hundredths) acre of said Lot. When more than one person owns an interest (other than a leasehold or a security interest) in any Lot all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine by majority vote based on ownership interest, but in no event shall the vote or votes be cast separately with respect to any jointly owned Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant (as "Declarant" is defined in Article I, above) which have not been converted to Class A Lots as provided in (i) or (ii), below. The Declarant shall be entitled to five (5) votes for each acre of the Lot or Lots owned by it, plus fractional (hundredths) votes for each fractional (hundredths) acre owned. The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the latter of the following:

(i) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots, provided, that all Lots owned by Declarant shall revert to Class B Lots and thereby shall be reinstated with all rights, privileges and responsibilities of such class, if, after the above provided conversion of Class B Lots to Class A Lots, additional lands are annexed to the Properties (with or without the assent of Class A Members), thus making the Declarant the owner, by virtue of newly created Lots and of other Lots owned by Declarant, of a sufficient number of acreage within Class B Lots to cast a majority of votes (it being hereby stipulated that the conversion or reconversion shall occur automatically as often as the foregoing facts shall occur); or

(ii) On January 1, 2037; or

(iii) the date that Declarant no longer owns any portion of the Properties.

(c) The Owner(s) of each Lot shall be entitled to exercise the voting rights related to such Lot on the date that the Improvements located on such Lot are deemed substantially complete by the Declarant, and the Declarant notifies the Owner of the same. In the event Declarant has not notified the Owner of same by the time the Owner has received a certificate of occupancy for the Improvements located on such Lot, and provided the Improvements comply with the provisions of this Declaration, including the provision of Article VII hereof requiring approval of development, then such Owner shall be entitled to exercise such voting rights at that time.

Section 3. Majority. Notwithstanding the above provisions, the Declarant shall be entitled to fifty-one percent (51%) of the total votes (the "Total Votes") of the Association Members until the later of (i) January 1, 2037 or (ii) the date that Declarant no longer owns any portion of the Properties.

Section 4. Amendment. Notwithstanding any provisions to the contrary contained herein, so long as Declarant owns any portion of the Properties, this Declaration and the Bylaws of the Association may not be amended without its written consent.

Section 5. Board of Directors. The Association shall be governed by a Board of Directors (the "Board of Directors") in accordance with the Bylaws. Notwithstanding any provisions to the contrary contained in this Declaration or in the Bylaws, the Declarant shall have the right to appoint or remove by written notice to the Board of Directors any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events occurs:

- (a) the date that Declarant no longer owns any portion of the Properties;
- (b) Declarant surrenders the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant; or
- (c) January 1, 2037.

Section 6. Default by Member. During any period in which a Member shall be in default in the payment of an Annual, Special or other Assessment levied by the Association, such Member's rights to vote and all other rights and incidents of membership in the Association may be suspended by the Board of Directors until such Assessment is paid.

ARTICLE IV

EASEMENTS

Section 1. Owner's Easements of Enjoyment. Every Owner, through ownership of a Lot, shall have, subject to rules and regulations established by the Board of Directors of the Association and subject to the provisions of this Declaration, a non-exclusive right and easement of use and enjoyment in and to the Shared Driveways, Utility Easements, and Sidewalk Easements which shall be appurtenant to and pass with the title to every portion of the Properties. In addition, each owner of a Lot and such Owner's heirs, successors and assigns, tenants and invitees and any person, firm or corporation hereafter acquiring title to all or any portion of such Lot (whether such ownership is by deed, foreclosure or deed in lieu of foreclosure or otherwise), shall have the non-exclusive right, privilege and easement of incidental surface drainage over and across the other Lots for the purposes of passing and discharging storm and surface waters thereon from the such Owner's Lot as it may be improved from time to time, provided the Improvements on such Owner's Lot are constructed in accordance with the applicable governmental requirements and the requirements of the South Point Commons Architectural Review Committee established pursuant to Section 5 of Article VII of this Declaration (the "Architectural Review Committee).

Section 2. Association Easements. Declarant reserves for the Association, its successors and assigns, a non-exclusive right and easement over those portions of the Properties defined as the Shared Driveways, Sidewalk Easements, Utility and Sign Easements in Article I

hereof. This easement shall be for the purpose of inspecting Improvements, including facilities and landscaping thereon and for the purpose of installing, maintaining, inspecting, repairing, replacing, operating and administering Designated Maintenance Items located within such areas, including but not limited to the maintenance, repair and replacement of the Shared Driveways and the parking areas, decorative lighting, landscaping and signage located within the Shared Driveways and the entrances of the Shared Driveways on to Middleton Farm Road, McKee Farm Lane and South Point Road. Declarant reserves for the Association the right of ingress and egress for those authorized by it, including its employees, agents and subcontractors, over any Lot for all purposes permitted by this Declaration, for the further purpose of performing such installation, inspection and maintenance as it expressly undertakes within the Properties. To the extent legally permitted, neither Declarant nor the Association shall exercise the aforementioned easement rights in a manner that would result in a materially adverse impact on the use of the Properties.

Section 3. Utility and Sidewalk Easements. Declarant reserves for itself and the Association, and their respective successors and assigns, an easement over those portions of the Properties defined as Utility Easements in Article I hereof and Sidewalk Easements in Article I hereof for the purpose of installing, constructing, inspecting, maintaining, repairing, replacing and using sidewalks, lights and light poles, drainage, water, sewer, cable, television, telephone and other utility lines and facilities. Any sidewalk located within the Properties shall be for the general public's use.

Section 4. Reciprocal Parking and Access Easement. Each Owner of a Lot and such Owner's heirs, successors and assigns, tenants and invitees and any person, firm or corporation hereafter acquiring title to all or any portion of such Lot (whether such ownership is by deed, foreclosure or deed in lieu of foreclosure or otherwise), shall have the non-exclusive right, privilege and easement to enter upon, over and across the private streets, sidewalks, driveways, including the Shared Driveways, drive aisles and parking areas located on the Properties for vehicular, pedestrian and truck ingress, egress and parking. Such rights and privileges shall be for the benefit and use of any lessee, invitee and licensee of present and future Owners of any portion of the Properties for the purpose of affording such present and future Owners, their lessees, invitees and licensees and each of their invitees and customers, the non-exclusive privilege of using in common with other Owners, lessees, invitees and licensees and their invitees and customers, the private streets, sidewalks, driveways, including the Shared Driveways, and drive aisles located within the Properties for vehicular, pedestrian and truck ingress and egress to and from the Properties, and the parking areas for parking purposes described herein. The easement rights herein granted shall be subject in all respects to the rights of the Association with respect to the Utility, Sidewalk and Sign Easements.

Section 5. Declarant's Easements and Temporary Construction Staging Area. Declarant shall have a temporary, non-exclusive right and easement of use over and under the Shared Driveways, and Sidewalk, Utility and Sign Easement areas for all purposes related to the development, leasing and sale of Lots including the construction of Improvements on Lots as set forth herein. This easement shall include, without limitation, the right of vehicular and pedestrian ingress, egress and regress, the right to park motor vehicles and to engage in construction and marketing activities for portions of the Properties, including the movement and storage of all building materials and equipment, the conduct of sales activities, and the erection and maintenance

of directional, marketing and promotional signs. Notwithstanding the above, storage and placement of building materials, equipment, construction trailers and other items necessary for the construction of Improvements on a Lot owned by an Owner shall be restricted to the confines of the Lot on which such construction of Improvements is located and any marketing activities shall be conducted only within the Shared Driveways and in such a fashion as does not result in a materially adverse impact on the use of the Lots.

Section 6. Common Area Easements. Declarant reserves for itself and, subsequent to the conveyance of portions of any of the Properties to the Association, for the Association, the right to grant and reserve easements and rights-of-way through, over and across any Common Areas so dedicated in the future for the installation, maintenance, repair and inspection of lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, cable and other utilities.

Section 7. Sign Easement. Declarant reserves for itself and the Association, and their respective successors and assigns, an easement over those portions of the Properties defined as Sign Easements in Article I hereof for the purpose of installing, constructing, inspecting, maintaining, repairing, replacing and using signs and landscaping materials, including masonry and fencing, located within such areas.

Section 8. Entrance Monument Signage. In the event Declarant is able to obtain approval for, and the legal use of, a sign or signs to benefit South Point Commons along Middleton Farm Road, McKee Farm Lane and South Point Road, Declarant shall grant to each Owner, who may grant to its licensees or tenants, as applicable, a license to place its name on such entrance monument signage in the manner and location on such sign as approved by Declarant at such time.

Section 9. Use by Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers and their agents, tenants, contractors and invitees.

Section 10. Use of Easements and Property Rights. The use of the easements and other property rights for Owners created in this Article IV shall be subject in all respects to the provisions of this Declaration and the rules and regulations established, from time to time, by the Association.

Section 11. Easements Appurtenant. All easements and other property rights for Owners created in this Article IV shall be appurtenant to each Owner's Lot and shall run and pass with the title to such Lots.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

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

continuation of an installation and maintenance fund in the amount hereinafter set forth; and (2) Special Assessments, each such Assessment to be established and collected as hereinafter provided (Annual Assessments and Special Assessments are hereafter separately and collectively referred to as "Assessment" or "Assessments"). Any such Assessment or charge, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. In the case of co-ownership of a Lot, all of the co-owners shall be jointly and severally liable for the entire amount of the Assessment.

Notwithstanding any provision contained herein or in any document or instrument to the contrary, Declarant shall not be obligated to pay Assessments described in this Article on any portion of the Properties owned by Declarant until the following occurs with respect to such portion of the Properties (the "Affected Portion") and then Declarant shall only be obligated to pay Assessments on the Affected Portion: The earlier to occur of (a) the opening to the public of the Improvements located on the Lot; or (b) a certificate of occupancy is issued for the Improvements located on the Lot.

Section 2. Purposes of Assessments. Except as hereinafter provided, the Assessments levied by the Association shall be used to pay the ongoing cost of the following, and only to the extent expressly undertaken by the Association: (i) the maintenance, repair, replacement, reconstruction, replenishment, restoration, cleaning and operation of the Designated Maintenance Items, the Shared Driveways, Sidewalk Easements, Sign Easements and Common Greenway Area Easements; (ii) the payment of costs in connection with off-site stormwater detention and drainage and other off-site utilities as determined by Declarant or the Association, (iii) the provision of other services intended to promote the health, safety and welfare of the Members, including the cost of labor, equipment, materials, management and supervision for sewer, water and drainage lines and facilities servicing the Properties including those shown specifically on the map attached hereto as Exhibit B, and recorded maps of the Properties, now or in the future, the storm drainage easements described on the map attached hereto as Exhibit B, and recorded maps of the Properties, now or in the future, and (v) any other cost reasonably deemed necessary by the Association. These costs will include, but not be limited to, legal expenses, administrative costs, accounting costs, insurance premiums, the payment of utility bills relating thereto (including water and electric power for the lighting systems) and management fees.

Section 3. Annual Assessment. The Annual Assessment for each Member for each calendar year shall be the product of (a) the actual acreage within said Member's Lot times (b) the Annual Assessment per acre as established by the Association based on projected expenditures for the calendar year for which such computation is made, with fractions of acreage and fractions of calendar years to be computed and prorated equitably, at the same uniform rate for each calendar year. If the Annual Assessment commences prior to January 1, 2017, the Association may bill each Owner in 2016 for its prorated share of such Annual Assessment for the applicable portion of 2016 or the Association may include such prorated portion in the estimate for 2016.

Beginning in 2016 and each year thereafter, the Association, acting through its Board of Directors, shall estimate the costs of performing its responsibilities hereunder, or so many of such responsibilities as it shall have expressly undertaken, for the next succeeding year and advise each

Member by notice in writing of the amount of its Assessment determined as above provided for such next succeeding calendar year. These Annual Assessments may include a contingency reserve for replacement and repair. If, for any given calendar year, excess funds remain after payment of all expenditures for such calendar year, then such excess funds may be applied in payment of expenditures in succeeding calendar years or to the contingency reserve in the discretion of the Association.

Section 4. Special Assessments. In addition to the Annual Assessments hereinabove authorized, the Association may levy Special Assessments only for the purpose of defraying, in whole or in part, or for the purpose of setting aside for future expenditure, the cost of any unexpected items, capital items, or the cost of any reserves required in excess of the amounts that may be included in the Annual Assessment; provided, however, that any such Special Assessment shall have the approval of seventy-five percent (75%) of the votes allocated to the Owners, including Declarant, present and voting in person or by proxy at an annual or special meeting of the membership at which a quorum is present with such seventy-five percent (75%) being measured by the number of votes eligible to be cast by the aforesaid Members of each class. Special Assessments shall be due and payable on the date(s) which are fixed by the resolution authorizing such Assessment. 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 of Article VI herein.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence in person or of proxies of Members entitled to cast fifty percent (50%) of the Total Votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Due Date. Unless otherwise provided herein, Annual Assessments shall be due and payable in advance, quarterly, semi-annually or yearly as determined by the Board of Directors, in its sole discretion, thirty (30) days after being billed to any Member by the Association based on the Association's or Declarant's estimate as set forth above; provided, however, the Board of Directors may require the payment of the same at different intervals. Late billing of any Assessment shall not affect a Member's obligation to pay the same.

Section 7. Records of Assessments. The Association shall cause to be maintained in the office of the Association a record of all designated portions of the Properties subject to Assessment and Assessments applicable thereto which shall be open to inspection by any Member upon reasonable notice.

The Association shall upon request and prior payment of a reasonable charge therefor furnish to any Owner a certificate in writing signed by an officer of the Association setting forth

whether the Assessments 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum interest rate permitted to be legally charged under the laws of the State of North Carolina at the time of such delinquency, whichever is less. In addition to such interest charge, any delinquent Member shall also pay a late charge of the greater: of (i) fifteen percent (15%) of the delinquent amount and (ii) Two Hundred and Fifty and No/100 Dollars (\$250.00) or such other amount as may have been theretofore established by the Board of Directors of the Association to defray the costs of late payment. The Association, its agent or representative, may bring an action at law against any Member personally obligated to pay the same or foreclose the lien against the Lot, and interest, late payment fees, costs and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such Assessment. No Member may waive or otherwise escape liability for the Assessments provided for herein by abandonment or non-use of his or its portion of the Properties.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot or any portion of the Properties and to other mortgages or deeds of trust if the mortgagee or beneficiary in such deed of trust is an Institutional Lender. Sale or transfer of a Lot or any portion of the Properties shall not affect any Assessment lien, but the sale or transfer of a Lot or any portion of the Properties which is subject to a mortgage or deed of trust to which the lien of the Assessment is subordinate, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to any installment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or portion of the Properties from liability for any Assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of those mortgages and deeds of trust identified in the first sentence of this Section 9.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority, including Gaston County, for operation and maintenance shall be exempt from any provision of this Declaration and Declarant may amend this Declaration to remove such dedicated and accepted area from the definition of Existing Property, as set forth in Article II hereof.

Section 11. Annual Accounting. The Association shall keep books and accounting records in accordance with generally accepted accounting principles and shall furnish each Member with an annual report each year prepared by and certified to be true and correct by an officer of the Association or, at the election of the Association, an independent Certified Public Accountant selected by the Association's Board of Directors.

Section 12. Dealings Between Association and Any Member. In the event that services, materials or work are provided to the Association by any Member, including the Declarant, then all such services, materials or work shall be furnished at a price which is not more than would be charged by non-members for performing such work or services or providing such materials.

ARTICLE VI

MAINTENANCE BY OWNER AND EXTERIOR APPEARANCE

Section 1. Maintenance and Repair. Each Owner shall maintain, repair and, when necessary, renew or rebuild at its expense all Improvements (both interior and exterior) and landscaping on its Lot, except for Designated Maintenance Items, which shall reasonably be deemed necessary by the Association in order to keep the same in first class condition, repair and appearance and in a condition substantially similar to that existing upon the initial completion of the Improvements and landscaping in accordance with the Plans (as hereinafter defined), normal wear and tear excepted.

Upon an owner's failure to maintain and renew or rebuild the Improvements and landscaping on its Lot as required herein, including, without limitation, the roof of the building or buildings located on the Lot, in good condition repair and appearance, the Association, in addition to all other rights and remedies it might have at law to enforce this covenant, may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner not less than thirty (30) days' written notice sent to its last known address, or to the address of the Lot, make repairs or renew or rebuild and improve the appearance in a reasonable and workmanlike manner (or, if such repair is of an emergency nature, the Association, acting in good faith, may forego such thirty (30) day written notice and may perform such work without providing such written notice, so long as notice is given as soon as possible thereafter). The cost of any of the work performed by the Association upon the Owner's failure to do so shall be due and owing from the Owner of the Lot within ten (10) days of receipt of the demand to pay, together with reasonable documentation supporting the expenditures the Association or its agents have made, 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 cost of such work and materials with all rights incident thereto, all in accordance with Chapter 44A of the North Carolina General Statutes and Article V, Section 8 hereof.

The lien provided for in the immediately preceding paragraph of this Section and in Sections 3 and 4 of Article VII shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot and to other mortgages or deeds of trust if the mortgagee or beneficiary in such deed of trust is an Institutional Lender. Sale or transfer of any Lot shall not affect any Assessment lien, but the sale or transfer of any Lot which is subject to a mortgage or deed of trust to which the lien of the Assessment is subordinate, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to any installment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof, but the lien provided for herein and in Sections 3 and 4 of Article VII shall continue to be subordinate to the lien of those mortgages and deeds of trust identified in the first sentence of this paragraph.

Section 2. Awnings, Antenna and Exterior Projections. No Owner shall install any awning, satellite dish, antenna or other attachment to the roof or the outside wall of any building or other improvement constructed upon any Lot in such a way that the same can be seen from the centerline of any public street right-of-way, except when the Architectural Review Committee

approves the same as not being aesthetically detrimental to the development or unless such installation is a replacement of an awning or awnings pursuant to Section 1 hereof. Approval shall be deemed given if, within thirty (30) days after submission of full and complete details, the Architectural Review Committee (as hereinafter described) has not acted to approve or disapprove such request.

Section 3. Utilities. All on-site utility services on any Lot or within Utility Easement areas shall be located underground, except for transformers, vaults, meters, control boxes or other items not generally designed to be placed underground, unless otherwise approved by the Architectural Review Committee; provided, however, this provision shall not be construed to prohibit the installation of temporary overhead power lines for the period during which Improvements are constructed on any Lot and provided, further, that such temporary overhead power lines shall forthwith be dismantled upon completion of construction of such Improvements. All installations of landscaping and sprinkler systems by any Owner shall be subject to inspections and the right of Declarant or the Association to install or conform such installations to the approved plans as set forth in Section 4 of Article VII.

Section 4. Owner's Insurance. Each Owner covenants and agrees that it shall insure, or cause to be insured, all Improvements owned by it on any Lot in an amount equal to the full replacement cost thereof and if any such Improvements are destroyed or damaged by fire or other casualty, the Owner whose property is damaged or destroyed by fire or other casualty shall either (i) proceed with due diligence to repair and restore the same to as good a condition as existed before such damage or destruction; provided that the holder of the first mortgage loan on the property damaged or destroyed permits the application of such proceeds to repair or replacement, or (ii) remove all damaged Improvements, rubble and debris from the Lot, evenly grade and reseed the Lot and thereafter shall maintain the Lot in accordance with the provisions of Section 1 of this Article. Notwithstanding the foregoing, if the Owner has leased a Lot pursuant to a lease agreement dated prior to the date of this Declaration (a "Prior Lease Agreement"), such repair and restoration obligations shall be subject to the terms of such lease agreement. In the event of a taking by condemnation or otherwise by governmental authority which damages any part of said Improvements, the Owner of such portion of the Improvements shall immediately repair and restore the same to an integrated and architecturally complete building or structure, if the remaining portion of the Improvements is capable of being so repaired and restored, unless a Prior Lease Agreement provides otherwise. In the event insurance proceeds are not made available for application to the repair or replacement of the Improvements, or in the event of a condemnation such that the remaining portion of the Improvements is not capable of being repaired and restored, unless a Prior Lease Agreement provides otherwise, then the Owner of such Improvements shall thereafter remove all damaged Improvements, rubble and debris from the Lot, shall evenly grade and reseed the Lot and thereafter shall maintain the Lot in accordance with the provisions of Section 1 of this Article. Each Owner at all times shall maintain, or cause to be maintained by a tenant of the property, comprehensive public liability insurance with a combined single limit of at least \$1,000,000.00 with respect to bodily injury or death to any one person, at least \$2,000,000.00 with respect to bodily injury or death arising out of any one accident and at least \$1,000,000.00 with respect to property damage arising out of one occurrence, covering its Lot, which minimum may be increased by the Board of Directors in its discretion from time to time. Notwithstanding the foregoing, any Owner shall be allowed to self-insure for the insurance required above so long

as such Owner maintains an adequate plan of self-insurance and a minimum tangible net worth of One Hundred Million Dollars (\$100,000,000.00). If any Owner elects to so self-insure, such Owner will, on written request from the Association, furnish the Association with certification from a principal officer of the Owner or any other reasonable information to evidence that such Owner has an adequate plan of self-insurance in place and that the Owner has a tangible net worth of equal to or greater than One Hundred Million Dollars (\$100,000,000.00). Further, during the period of construction of Improvements on any Lot, the Owner of said Lot shall maintain, or caused to be maintained by a tenant of the property, Builder's Risk, Workers' Compensation and such other insurance policies as are required by sound construction practices.

ARTICLE VII

USES AND CONSTRUCTION OF IMPROVEMENTS

Section 1. Permitted Uses. A Lot may be used for any use permitted by applicable zoning regulations, except as prohibited in Section 2 hereof.

Section 2. Prohibited Uses. No Lot or any portion of the Properties may be occupied or used, directly or indirectly, for the following uses: 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); the process of dry cleaners; 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 Properties 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”).

Section 3. Compliance with Environmental Laws. Each Owner shall comply with all applicable Environmental Laws. Each Owner shall keep or cause the Properties 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”), shall expressly prohibit the use, generation, handling, storage, production, processing and disposal of Hazardous Substances on the Properties 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 or permit to be installed in the Properties any asbestos or asbestos-containing materials. An 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 by such Owner or any condition that could give rise to liability under Environmental Laws resulting from the acts or omissions of such Owner, its officers, directors, members, agents invitees concerning (i) the Properties or (ii) other affected property. In the event any Owner fails to perform any of such Owner’s obligations set out in this Section 3, the Association may, after written notice to the Owner and Occupant of such Lot, and the failure of such Owner or Occupant of such Lot to commence, within fifteen (15) days after receipt of such notice, and diligently pursue to completion the performance of such obligation, but shall not be obligated to, cause the Properties 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 Article V, Section 8 herein. Owners hereby grant to the Association and its agents and employees access to the Properties and a license to remove any items reasonably determined by the Association to be Hazardous Substances and to do all things the Association shall reasonably determine necessary to bring the Properties into conformance with Environmental Laws.

Section 4. Approval of Development. Before commencing the construction, redecorating, painting, reconstruction, relocation or alteration of any exterior portions of Improvements to, or any permanent landscaping on, any Lot, and for any subsequent changes to approved plans, the Owner of such Lot shall first submit for approval to the Architectural Review Committee in duplicate, the preliminary plans showing the following items and such other items as the Architectural Review Committee may reasonably request, which other items may be in addition to or deleted from the following, as appropriate, taking into account the scope of the project or construction to be reviewed by the Architectural Review Committee (all of the following and such additions to or deletions therefrom being herein called the “Plans”): site plan showing the location of all Improvements, including but not limited to, proposed driveways providing

access to the Shared Driveways and the parking layout; demolition and storm drainage plan; storm water retention plan; utility plan; erosion control plan; landscape plan; irrigation plan; floor plan; building elevations; parking plan; schedule of colors, finishes, and materials for exterior surfaces of all structures; perspective drawing or rendering showing at least the side of the structure containing the primary entrance; landscape plan, exterior signage program; and site lighting program. Notwithstanding the foregoing to the contrary, in the event of a casualty, any building or other Improvement may be rebuilt in accordance with the original approvals granted by the Architectural Review Committee. Further, no approval from the Architectural Review Committee is required in the event an Owner makes minor repairs and performs routine maintenance provided said repairs and routine maintenance (including repainting) are in accordance with the original approvals granted by the Architectural Review Committee.

The Architectural Review Committee may establish and amend, from time to time for any construction to be undertaken on Lots, uniform and standard requirements (the "Design Guidelines") with respect to such construction including, without limitation, building exterior surface materials; landscape plans, including types of plants, shrubbery and street trees and the required spacing thereof, decorative fencing; and street and parking area lighting. The Design Guidelines as established by the Architectural Review Committee shall be available upon the request of an Owner for its use in preparing Plans for submission to the Architectural Review Committee. The Architectural Review Committee may require as a condition for approval of an Owner's Plans the integration of the Design Guidelines within the Improvements to be constructed on any Lot. Any signage located on a building or otherwise permitted on a Lot shall be in accordance with the signage guidelines adopted by Declarant. The Architectural Review Committee shall act in good faith and shall not arbitrarily withhold approval for reasons outside the architectural approval rights set forth herein.

Declarant or the Association may enter upon the Lot at any time during construction and installation of Improvements in order to inspect such Improvements as shown on the Plans. In the event that Declarant or the Association determines, in its commercially reasonable discretion, that such Improvements are not being constructed or installed in accordance with the approved Plans, Declarant or the Association shall notify the Owner of such Lot of non-compliance and such Owner shall have thirty (30) days after receipt thereof to remedy such non-compliance. Notwithstanding any provisions contained herein or in any other document or instrument to the contrary, if an Owner fails to obtain the approvals required herein, to proceed diligently to complete the Improvements in accordance with the approved Plans or otherwise fails to comply with the provisions of this Article VII, then and in that event, if such Owner fails to commence and thereafter diligently pursue compliance with the provisions set forth herein within thirty (30) days after receipt of notification of non-compliance by Declarant or the Association, the obligations set forth herein may be enforced by the Declarant or the Association by pursuit of all available remedies at law and in equity, including injunctive relief.

All Improvements constructed or erected upon the Properties shall conform to the minimum standards specified by the applicable governmental building codes in effect at the time of such construction as well as to all other rules, regulations, requirements, ordinances and laws of any local, state or federal governmental unit(s) or authority(ies) having jurisdiction. No permission or approval granted by the Architectural Review Committee pursuant to this

Declaration shall constitute or be construed as an approval by it of the fitness for its purpose, engineering or structural stability, quality of materials, or design of any building, structure or other improvement and no liability shall accrue to the Architectural Review Committee in the event that any such construction shall subsequently prove to be defective or in any way inadequate, nor shall any approval be considered evidence that the same comply with other restrictions applicable to the Lot. No 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 of Improvements, except with the approval of the Architectural Review Committee.

Section 5. Special Provisions. The Architectural Review Committee shall consist of not less than three (3) persons appointed by Declarant. The Declarant shall be empowered to appoint their successors should a vacancy occur, and their names shall be maintained at Declarant's offices. At its option by written notice, the Declarant may delegate to the Association the authority and duty to appoint the Architectural Review Committee, and upon termination of the Class B Lots in accordance with the provisions of Article III, Section 2(b) hereof, the authority to appoint the Architectural Review Committee shall automatically be vested in the Association. Upon Declarant's delegation of the duty and authority to appoint the members of the Architectural Review Committee, or upon the expiration of Declarant's right to perform the functions of such Committee, the Association's Board of Directors shall appoint not less than three (3) nor more than five (5) individuals to such Committee. One of the individuals so appointed shall be the Chairman of the Architectural Review Committee, and he/she or a majority of the members may call a meeting of the Committee by giving two days prior written notice to each member. A quorum shall be a majority of the members of the Committee and all decisions shall be made by majority vote. A member of the Architectural Review Committee need not be a Member and can also be a member of the Board of Directors of the Association. In no event shall any member of the Architectural Review Committee be liable for damages or in any other respect to any Owner for wrongfully refusing to approve any submission by such owner as hereinabove required. Such Owner's sole remedy shall be a suit to compel approval by the Architectural Review Committee.

Section 6. Outside Storage and Appurtenances. No articles, goods, materials, incinerators, storage tanks, refuse containers or equipment shall be kept in the open or exposed to public view or view from any neighboring properties. Water towers, storage tanks, transformers, pump houses, processing equipment, stand fans, cooling towers, communication towers, vents, stacks, skylights, mechanical rooms and any other structures or equipment (whether freestanding or roofmounted) shall be architecturally compatible or effectively shielded from public view by an architecturally approved method organized in an aesthetically pleasing and architectural manner to provide a "roofscape" which shall be approved in writing by the Architectural Review Committee before construction or erection of said structures or equipment. Outside storage is not permitted.

Section 7. Preservation of Landscaping Within Setback Areas. Except for the signage monuments shown on Exhibit B and required landscaping, unless approved by the Architectural Review Committee and allowed by law, no Improvement or other structure above ground shall be constructed or erected in the building setback areas on any Lot established in maps of the Properties, presently existing or hereinafter recorded in the Gaston County Public Registry.

Section 8. Governmental Laws, Regulations, Permits and Approvals. Each Owner, its successors and assigns, shall fully comply with (i) all federal, state and local health and safety laws, codes and ordinances, and all rules and regulations promulgated thereunder and (ii) the terms and conditions of all federal, state and local permits, licenses, certifications and approvals now or hereafter granted or obtained, with respect to all property owned by such Owner within the Properties and all actions of Owner, its agents, representatives, contractors and employees within the Properties. Each Owner shall defend, indemnify and hold Declarant and the Association harmless from and against all claims, demands, liabilities, causes of action and damages arising out of or occurring as a result of such Owner's violation of the provisions of this Section 8.

Section 9. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot located within the Properties must be continued with reasonable diligence to completion and no partially completed Improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. In the event of the failure by any Owner to diligently complete such Improvements, Declarant and Association shall have the rights set forth in Section 4 of this Article VII. The Owner of each Lot shall at all times keep all adjacent public and private areas free from dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements.

ARTICLE VIII

MAINTENANCE AND REPLACEMENT OF DESIGNATED MAINTENANCE ITEMS

Upon completion of installation, the Association shall maintain, reconstruct, replace, repair, replenish and operate Designated Maintenance Items as designated by the Association and pay the cost thereof from Assessments as described herein. In addition, the Association, its agents and contractors shall have the full right and authority to go upon the Properties at any time and from time to time for the purpose of performing the Association's obligations hereunder in such manner as the Association reasonably deems in the best interest of the Properties. Declarant or the Association may elect to make a new installation in the Utility, Sidewalk, Sign Easements and Shared Driveways at any time, and such installation shall be made upon notice to the Owner of the Lot and with minimum practicable interference to the Lot where the installation is performed. The Association shall be permitted from time to time and at any time to relinquish any maintenance obligations it has expressly undertaken by delivering written notice thereof to the Owner owning the Lot affected by such relinquishment of obligations, and such Owner from and after its receipt of said written notice shall be responsible for such maintenance. All maintenance, reconstruction, replacement, repair, replenishment and operation of Designated Maintenance Items performed by Declarant or the Association shall be performed with minimum practicable interference to the Lot where the work is being conducted and, except in the cases of such Owner's negligence, recklessness or willful misconduct, in which case the Owner shall be responsible for the cost of maintenance and repairs necessitated by Owner's conduct, the Declarant or the Association, as the case may be, shall fully repair all damage to such Owner's Lot following any installation, maintenance or repair.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right (but not the obligation) to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce, whether in whole or in part, any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded after which time they shall be automatically extended for three (3) successive periods of ten (10) years each, unless Owners with at least seventy-five (75%) percent of the Total Votes elect not to continue the same in existence. This Declaration may be amended by an instrument signed by the Owners with at least fifty-one percent (51%) of the Total Votes and the prior written approval of the Declarant, so long as it owns any portion of the Properties. Any Amendment must be properly recorded. For purposes of this Section 3, changes in the Annual Assessment or the imposition of a Special Assessment shall not be deemed an "Amendment."

Section 4. Rezoning. As long as Declarant owns any portion of the Properties, if any Owner wishes to rezone all or any portion of the Properties, such zoning application shall be subject to the prior written consent of Declarant. Any amendments to a rezoning plan of all or any portion of the Properties for which Declarant applies shall not require the written consent of any Owner unless (a) such amendment affects the portion of the approved zoning plan on which such Owner's Lot is situated and (b) such amendment shall have a material, adverse effect on such Owner's Lot.

Section 5. Fines. In addition to any other rights and remedies available for the enforcement of the provisions of this Declaration (including, without limitation, the powers of the Architectural Review Committee), the Declarant or the Association may, after delivery of notice meeting the requirements set out herein to the Owner of the Lot on which the violation is occurring, impose a fine against such Owner for each day the violation continues. The fine shall not exceed Two Hundred and No/100 Dollars (\$200.00) per day. Such fine shall constitute a lien against such Lot in the same manner as an Assessment under Article V. The notice to the Lot Owner shall state the Owner's name, the Lot number or address of the property subject to the violation, the specific violation which is occurring, a reasonable time period for correction of such violation before the imposition of a fine (which shall be determined based upon the nature of the violation, but shall be no less than three (3) days), the amount of the fine and the fact that it will be imposed daily until the violation is cured. Delivery of notice shall be sufficient if either mailed by registered or certified mail, return receipt requested or posted in a prominent location on the Lot.

Section 6. Rights Assignable. Any and all rights, powers, easements and reservations of Declarant herein contained may be assigned to any person(s), corporation(s), Declarant(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), Declarant(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 6 shall be in recordable form and shall be recorded in the appropriate land record offices for the jurisdiction in which the Properties are located.

[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed by authority duly given, the day and year first above written.

SP VILLAGE, LLC, a North Carolina limited liability company

By: Crosland SP Village, LLC, its Manager

By: Crosland Manager, LLC, its Manager

By: [Signature]
Name: James E. Merrifield
Title: Authorized Person

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Betty J. Burkhardt, a Notary Public for the County and State aforesaid, certify that James E. Merrifield personally came before me this day and acknowledged that he is an Authorized Person of Crosland Manager, LLC, a North Carolina limited liability company, Manager of Crosland SP Village, LLC, Manager of SP Village, LLC, and that he, being authorized to do so, executed the foregoing instrument on behalf of Crosland Manager, LLC, acting as Manager of Crosland SP Village, LLC, Manager of SP Village, LLC.

I certify that the following person(s) personally appeared before me this day and is/are personally known to me or identified by me through satisfactory evidence, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James E. Merrifield.

WITNESS my hand and official stamp or seal, this 27th day of January 2016.

[Signature]
Notary Public

My Commission Expires: October 25, 2019

(NOTARIAL SEAL OR STAMP)

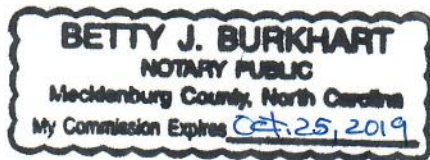


EXHIBIT A

LEGAL DESCRIPTION

Lying and being situated in the City of Belmont, Gaston County, North Carolina and being more particularly described as follows:

BEING all of that certain 2.984 acre tract described as "Tract 2B, Area 129,983 Sq. Ft. and 2.984 Acres," and all of that certain .523 acre tract described as "Tract 2A, Area 22,772 Sq. Ft. or 0.523 Acre," as shown on plat entitled, "A Subdivision of Tract 2, South Point Commons," recorded in Map Book 84, Page 56, Gaston County Public Registry.

EXHIBIT B

CONCEPTUAL SITE PLAN OF EXISTING PROPERTY SHOWING APPROXIMATE
LOCATIONS OF UTILITY, SIDEWALK, SIGN AND SHARED DRIVEWAY; SUBJECT TO
RELOCATION AND REVISION BY DECLARANT

