

CRESCENT RESOURCES, INC.
P. O. BOX 1003
CHARLOTTE, NC 28201-1003
ATTN: M. GIRDWOOD

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Book 1173
Pages 0974 - 1069

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

HAWKES BAY

IREDELL COUNTY NC
11/18/1999 12:43 PM
BRENDA O. BELL
Register of Deeds

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 18th day of November, 1999, by CRESCENT COMMUNITIES N.C., INC., a North Carolina corporation, hereinafter referred to as "Declarant". All capitalized terms used herein shall have the meanings set forth in Article I, Section 1, or elsewhere in this Declaration.

STATEMENT OF PURPOSE

Declarant is the owner of certain property located in Iredell County, North Carolina, which is more particularly described on that certain map recorded in Map Book 34, Page 56-58, in the Office of the Iredell County Register of Deeds. Declarant desires to provide for the creation on the property shown on that map of a residential community of single-family residences to be named HAWKES BAY (the "Development").

Declarant desires to insure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and to enhance the value and amenities of all properties within the Development. Furthermore, Declarant desires to provide for the maintenance and upkeep of certain Common Areas within the Development for the common use and benefit of all Property Owners, including, but not limited to, Street Lights (to be leased from Duke Power Company), Septic Easement Areas, and Public Roads (prior to acceptance by governmental authorities for public maintenance). As part of such Common Areas, Declarant desires to construct and provide for the maintenance and upkeep of a lighted Entrance Monument to be located at the entrance to the Development, which Entrance Monument will be for the common use and benefit of all Owners. Declarant further desires to construct and provide, as part of such Common Areas, Piers containing Boatslips over the waters of Lake Norman and to provide access to such Piers and Boatslips and the Boatslip Parking Area over portions of the Common Area. The Piers and Boatslips will be for the use and benefit of Owners who are entitled to the use of said improvements, as more specifically provided in this Declaration. Declarant further desires to construct and provide as part of such Common Areas, Septic Easement Areas for the benefit of certain, but not all, Owners.

Declarant desires to provide for a system whereby all Owners will pay for the maintenance and upkeep of the Common Areas; provided that maintenance and upkeep of the Piers and Boatslips will be paid by Owners who are entitled to the use of a Boatslip. All Owners in the Development will pay the cost associated with leasing the Street Lights from Duke Power Company and the cost of maintenance and upkeep of the Entrance Monument and Public Roads (prior to their acceptance for public maintenance) and such other Common Areas as such Owners are entitled to use and enjoy.

To these ends, Declarant desires to subject the real property described herein 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 property and each Owner thereof.

Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Common Areas, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created, in order to efficiently preserve, protect and enhance the values and amenities in the Development, to ensure the residents' enjoyment of the specific rights, privileges and easements in the Common Areas, and to provide for the maintenance and upkeep of the Common Areas and amenities.

To that end the Declarant has or will cause to be incorporated under North Carolina law, pursuant to the Articles of Incorporation attached hereto as Exhibit "A" and incorporated herein by reference HAWKES BAY OWNERS ASSOCIATION, INC., as a non-profit corporation for the purpose of exercising and performing the aforesaid functions, said corporation to be governed by the Bylaws attached hereto as Exhibit "B" and incorporated herein by reference.

NOW, THEREFORE, Declarant, by this Declaration, does declare that all of the property described herein is 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 described herein 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. "Additional Property" shall mean and refer to the property shown on the Map recorded in Map Book ~~56~~ **34** at Page ~~56~~ **58** of the Iredell County Registry (and any property located within two thousand feet of the property shown on such Map), which may be made subject to the terms of this Declaration in accordance with the provisions of Article II, Section 2, of this Declaration.

Section 2. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association attached as Exhibit "A" hereto, and incorporated herein by reference.

Section 3. "Association" shall mean and refer to HAWKES BAY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns.

Section 4. "Board of Directors" shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.

Section 5. "Boat slip" or "Boat slips" shall mean and refer to the Boat slips which are attached to the Piers located in the waters of Lake Norman which Boat slips are designated Boat slips

1-9 as shown on Exhibit "E" attached hereto and incorporated herein by reference, together with any additional Boatslips which the Declarant may cause to be constructed in accordance with the terms of Article II, Section 2 of this Declaration, and which Boatslips are more particularly addressed in Article IV and Article VI.

Section 6. "Boatslip Lots" shall mean and refer to Lots 17, 18 and 36-40 on the Map, as an appurtenance to the Lot, the right to use an assigned Boatslip in accordance with and as more particularly set forth in Article IV, Section 8 of this Declaration. The owner of a Boatslip Lot shall be hereinafter referred to as a "Boatslip Lot Owner."

Section 7. "Boatslip Parking Area" shall mean and refer to the parking area which is to be constructed within a portion of the Common Area for the use and benefit of Lot Owners.

Section 8. "Bylaws" shall mean and refer to the Bylaws for the Association, attached as Exhibit "B" hereto and incorporated herein by reference.

Section 9. "Common Area" or "Common Areas" shall mean and refer to the Boatslip Parking Area, Entrance Monument, Street Lights (to be leased from Duke Power Company), Septic Easement Areas (prior to reconveyance to Declarant as set forth in Article VIII, Section 24), medians and the Public Roads (prior to their acceptance for maintenance by the North Carolina Department of Transportation or other governmental entity), collectively, and any other property shown as designated on the Map as "Common Area", "C. O. S.", "C. O. S. Septic", or "Common Open Space". The Common Areas shall be owned by the Association (except as otherwise provided herein) for the common use, benefit and enjoyment of the Owners; provided, however, that only the Owners of Boatslip Lots shall be entitled to the use, benefit and enjoyment of the specified Piers, Boatslip Parking Area as designated in this Declaration or any one or more Supplemental Declaration. The Declarant reserves the right, but not the obligation, to provide additional Common Areas within the Subdivision.

Section 10. "Declarant" shall mean and refer to Crescent Communities N.C., Inc. and such of its successors and assigns to whom the rights of Declarant hereunder are transferred by written instrument recorded in the office of the Register of Deeds for Iredell County.

Section 11. "Development" shall mean and refer to Hawkes Bay, a single-family residential development proposed to be developed on the Property by Declarant.

Section 12. "Entrance Monument Easement" shall mean and refer to the area reserved and granted by Declarant in Article VII, Section 9 of this Declaration, located upon the Entrance Monument Easement marked Lot "47" as shown on the Map, and the stone monuments and entrance signs located on such area together with lighting, landscaping and other improvements to be constructed on such easement area, to be used as an entryway for the Subdivision, and for the purposes set forth in Article VII, Section 9.

Section 13. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map, which Lots do not include the Common Areas as described in this Declaration.

Section 14. "Map" shall mean and refer to (i) the map of Hawkes Bay Subdivision recorded in Map Book 34, Page 56-58 in the Register of Deeds for Iredell County, North Carolina, (ii) any maps of Additional Property, and (iii) any revisions of such map or maps recorded in such Office.

Section 15. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 16. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 17. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied.

Section 18. "Non-Waterfront Lots" shall mean and refer to those Lots in the Development which do not adjoin the waters of Lake Norman or cannot have an individual pier and boatslip, which Non-Waterfront Lots are Lots 17, 18 and 36-40 as shown on the Map.

Section 19. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot within the Development, including the Declarant if it owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 20. "Pier" or "Piers" shall mean and refer to Pier or Piers containing the Boatslips, which will be constructed in and over the waters of Lake Norman, including the Piers shown on Exhibit "E", together with any additional Piers which Declarant may cause to be constructed in accordance with the terms of Article II, Section 2 of this Declaration.

Section 21. "Property" shall mean and refer to the property shown on the Map, exclusive of the public rights-of-way as shown on the Map, which Property includes the Lots and the Common Areas as defined herein and as more particularly shown on the Map.

Section 22. "Public Roads" shall mean and refer to all roads and cul-de-sacs in the Subdivision and shown on the Map, all to be maintained by the Association as more particularly set forth in Article IV, Section 6 of this Declaration until accepted for dedication and public maintenance by the North Carolina Department of Transportation or other governmental entity.

Section 23. "Septic Easement Lots" shall mean and refer to Lots 11, 12, 13, 16, 18, 19, 21, 22, 23, 24, 26, 28, 29 and 30 as labeled on the Map as "C.O.S. Septic", which parcels are to be

conveyed to the Association subject to the Septic Easements and Declarant's option to repurchase as more particularly described in Article VIII, Section 24.

Section 24. "Septic Easement" shall mean and refer to those certain septic easements reserved over the Septic Easement Lots for the use of certain Lot Owners, as more particularly described in Article VIII, Section 24.

Section 25. "Septic Lot" shall mean and refer to those Lots utilizing the Septic Easement Areas to drain sewage from such Lots through a Septic System serving the Septic Lot. The Owner of a Septic Lot shall be hereinafter referred to as a "Septic Lot Owner."

Section 26. "Street Lights" shall mean and refer to those certain street lights which may be constructed upon and over the rights of way of the Public Roads and Common Area which are to be maintained by Duke Power Company and leased by the Association.

Section 27. "Subdivision" shall mean and refer to Hawkes Bay Subdivision, as the same is shown on the Map.

Section 28. "Waterfront Lots" shall mean and refer to those Lots in the Development which adjoin the waters of Lake Norman and can have an individual boatslip, which Waterfront Lots are Lots 11, 12, 13, 15, 16, 19, 21-26, 28-35 and 41-46.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE ASSOCIATION

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and which is and shall be within the jurisdiction of the Association, is located in Iredell County, North Carolina, and is the Property as defined above and as more particularly described and shown on the Map.

Section 2. Additions to the Property.

(a) Declarant may cause Additional Property to be made subject to the terms and scheme of this Declaration by filing one or more Supplemental Declarations in the Office of the Iredell County Register of Deeds, containing a description of the Additional Property and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the Additional Property. Declarant may also cause additional Common Areas, Piers and Boatslips adjacent to any Common Area or any Additional Property to be constructed and made subject to the terms and scheme of this Declaration by the filing of one or more Supplemental Declarations describing the Common Areas and number of Piers and Boatslips to be added, and containing a statement by

Declarant of its intent to extend the operation and effect of this Declaration to the additional Common Areas, Piers and Boatslips. Notwithstanding the foregoing, the covenants and restrictions established herein as applied to, or imposed upon, the Additional Property may be altered or modified by the filing of one or more Supplemental Declaration as provided in Subparagraph (b) below.

(b) Any Supplemental Declaration may contain complementary additions to the covenants and restrictions contained herein as may be necessary in the judgment of the Declarant to reflect the different character of the Additional Property. In no event, however, shall any Supplemental Declaration revoke, modify or add to the covenants and restrictions contained herein with respect to the Property, nor revoke, modify, change or add to the covenants and restrictions established by previously filed Supplemental Declarations, without meeting the requirements for Amendment set forth in Article XII, Section 3 of this Declaration. Notwithstanding the foregoing, Declarant or the Association shall have the right, without meeting the requirements for Amendment set forth in Article XI, Section 3 of this Declaration, to amend this Declaration to reconfigure any proposed Piers, Boatslips, Septic Easement Areas or Septic System to reflect the actual final configuration of such areas and the "as-built" construction of such amenities.

ARTICLE III

PROPERTY RIGHTS

Section 1. Ownership of Common Areas. Declarant shall convey to the Association the Common Areas to be owned and maintained by the Association. The Declarant reserves the right to construct (i) the Boatslip Parking Area, and (ii) the Public Roads, as reflected on the Map, for the use and enjoyment of the Owners who are entitled to the use of such Common Areas as provided in this Declaration. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public (with the exception of the Public Roads, which will eventually be accepted for public dedication and maintenance by the North Carolina Department of Transportation or other governmental entity).

Section 2. Owners' Rights to Use and Enjoy Common Areas. Each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas, and such right shall be appurtenant to and conveyed with title to such Owner's Lot, subject to the following:

(a) the right of the Association to promulgate and enforce reasonable regulations governing the use of the Common Areas to insure the availability of the right to use the Common Areas to the Owners and the safety of all Owners on the Common Areas;

(b) the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use certain or all of the Common Areas by an Owner for any period during which any assessment against his lot

remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Declarant or the Association to grant utility, drainage and other easements across the Common Areas;

(d) the Piers, Boatslips and Septic Easement Areas may be used only by those Owners specifically entitled thereto under this Declaration;

(e) the provisions of Article IV, Section 8 of this Declaration;

(f) the provisions of Article VIII of this Declaration;

(g) the non-exclusive Septic Easements reserved and granted over, across and under portions of the Common Areas as more particularly described in Article VIII, Section 24 of this Declaration; and

(h) the perpetual, non-exclusive Driveway Easement hereby granted by Declarant to the Owner of Lot 15 over and across the driveway and parking lot area constructed by Declarant on the Common Open Space designated Lot 14 for the purpose of providing vehicular and pedestrian ingress, egress and regress to and from Lot 15. Such driveway and parking lot area shall remain unobstructed at all times to provide driveway access to Lot 15.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right of enjoyment to the Common Areas and facilities located thereon to the members of the Owner's family, guests, invitees, or tenants.

ARTICLE IV

THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall be governed by the Bylaws attached as Exhibit "B" hereto.

Section 2. Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of 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 defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant. Each Class B Lot shall entitle the Owner of said Lot to three (3) votes for each Class B Lot owned by it.

Section 3. Relinquishment of Control. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the number of votes in the Class A membership held by Owners occupying full-time homes in the Subdivision equals the total number of votes outstanding in the Class B membership and the Declarant surrenders its right to annex any Additional Property to the Property pursuant to the Bylaws; or

(b) upon the expiration of five (5) full years after the registration of this Declaration, unless Declarant, in its sole discretion, elects to convert the Class B Lots to Class A Lots at an earlier time.

Section 4. Availability of Documents. The Association shall maintain current copies of the Declaration, the Bylaws and other rules concerning the Development as well as its own books, records, and financial statements available for inspection by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

Section 5. Management Contracts. The Association is authorized and empowered to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation level to be established by the Board of Directors and to perform all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days' prior written notice to the manager without payment of a termination fee.

Section 6. Maintenance. The Common Areas, together with all utilities, easements and amenities located within the Common Areas and not otherwise maintained by public entities or utilities, shall be maintained by Declarant until June 30, 2000, at which time the Association shall activate the collection of the initial Annual Assessment from each Owner. Provided, however, in accordance with Article XII, Section 1 of this Declaration, Declarant hereby reserves the right and easement, but not the obligation, to go upon any portion of the Common Areas at any time in order to repair and maintain such Common Areas where needed, in Declarant's sole discretion, to bring such Common Areas within the standards required by Declarant (including the Public Roads prior to acceptance for public maintenance by the Department of Transportation or other governmental authority). Should Declarant so go upon the Common Areas to perform maintenance and repairs for such purpose, the Association hereby agrees to reimburse Declarant in full for the cost of such maintenance and repairs, upon receipt of a statement for such cost from Declarant.

The Common Areas, Piers, Boatslips, Boatslip Parking Area, Septic System and Septic Easement Areas together with all utilities, easements and amenities located within the Common Areas and not otherwise maintained by public entities or utilities shall be maintained by the Association as more particularly described below:

(a) Maintenance of the Entrance Monument shall include maintenance, repair and reconstruction, when necessary, of the stone monuments' signage, planters and lighting located thereon and providing and paying for landscaping, utility charges for lighting of the stone monuments and signage located thereon.

(b) Maintenance of the Boatslip Parking Area include landscaping, cleaning, lighting, pathways and other improvements, repair and reconstruction of the pavement, and payment of the costs of lighting (if any).

(c) Maintenance of the Piers and Boatslips shall include the maintenance, repair and reconstruction, when necessary, of the Piers and Boatslips, including all lighting and other fixtures, wire, railings, pathways and other facilities located thereon and providing and paying for utilities charges therefor, and paying all rent and other payments to Duke Power Company (or any successor manager of Lake Norman under the authority granted by the Federal Energy Regulatory Commission ["FERC"]).

(d) All Common Areas, including, but not limited to, the Public Roads (prior to Governmental acceptance for operation and maintenance), the Entrance Monument (and all improvements located thereon) shall be clean and free from debris and maintained in an orderly condition, together with the landscaping thereon (if any) in accordance with the highest standards, including any removal and replacement of any landscaping, utilities, or improvements located thereon, with the exception of the Septic Easement Areas which will be maintained by the Association as it sees fit.

(e) Maintenance of the Public Roads shall conform to the standard of maintenance (if one is ascertainable) which would be required by the North Carolina Department of Transportation ("NCDOT") before it would accept such Public Roads for maintenance. The Public Roads shall be maintained by the Association until the Public Roads are accepted for maintenance by the North Carolina Department of Transportation or other governmental entity.

(f) The Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the improvements within the boundaries thereof. The Owners of such Lots shall be responsible for same.

(g) The Association shall be responsible for maintaining the Septic Easement Areas in an orderly condition, clean and free from debris, together with the landscaping thereon (if any) in accordance with the highest standards for private parks, including any

upkeep, repair, removal and replacement of any landscaping, utilities, or improvements located thereon. The Septic System for each Septic Lot must also be maintained by each Owner of Septic Lot in an orderly operating condition and in compliance with any requirements imposed by the Declarant, the Association, or any governmental authority. If maintenance, repair or replacement by the Septic Lot Owner is not in compliance with such requirements, the Declarant or the Association may, but is not obligated to, exercise its rights under Article VIII, Section 23 of this Declaration.

Section 7. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements located on all Common Areas and the Public Roads (prior to acceptance) which the Association is obligated to maintain and in order to fund unanticipated expenses of the Association or to acquire equipment or services deemed necessary or desirable by the Board of Directors. Such reserve fund shall be collected and maintained out of the Annual and Boatslip Assessments, as hereinafter defined, as set forth in Article V, Section 2(g) and Article VI, Section 2(g).

Section 8. Piers and Boatslips. Declarant shall have the exclusive right to construct all of the Piers and Boatslips (including all improvements located thereon), in the approximate locations shown on Exhibit "E", as well as any additional Piers and Boatslips which may be added to the Development in the future pursuant to the provisions of this Declaration. Declarant shall not construct more Boatslips than are approved by Duke Power Company.

(a) Upon the construction of one or more Piers and Boatslips as set forth above, Boatslips shall be leased to Owners of certain Lots and such leases shall be transferred among Owners as follows:

(i) In a recorded deed or other recorded instrument, Declarant may assign the exclusive right to lease one numbered Boatslip to any Boatslip Lot. In the event the lease of a Boatslip is effected by a deed or other instrument prior to the construction of such Boatslip, the rights under such lease shall inure to the benefit of the Owner of the Boatslip Lot to which such Boatslip has been leased upon the completion of construction of such Boatslip, when and if such construction is completed. The Lot owned by the Owner to whom such a Boatslip is leased shall thereafter be a Boatslip Lot subject to the provisions of subparagraph 8(a)(ii) of this Article IV. Such recorded deed or other recorded instrument shall operate to lease the Boatslip Lot to such Boatslip Lot Owner. The lease of the designated Boatslip is subject to the terms of the lease agreement entered into or to be entered into by Declarant and Duke Power Company, and assigned by Declarant to the Association, or entered into with any successor manager of Lake Norman under authority of FERC, including the requirements for payment of rent and other payments and including any terms thereof concerning termination or renewal of such lease agreement. Once designated in such deed or other recorded instrument, the lease of the designated Boatslip shall not be separated from ownership of the Boatslip Lot to which it is assigned, but, rather, shall remain assigned to such Boatslip Lot unless and until the lease of the designated Boatslip is assigned by recorded deed or other

instrument as set forth in subparagraph 8(a)(ii) of this Article IV. Any deed, deed of trust, mortgage, transfer or other conveyance of a Boatslip Lot shall also transfer, convey or encumber (as the case may be) the lease of the Boatslip assigned thereto, even if not expressly included therein.

(ii) The lease of a particular Boatslip may be assigned by recorded deed or other recorded instrument to another Owner. Upon such assignment, the assignor's Lot shall cease to be a Boatslip Lot and the assignee's Lot shall thereafter be a Boatslip Lot, in which case the lease of the transferred Boatslip shall remain assigned to such Boatslip Lot as set forth in subparagraph 8(a)(ii) of this Article IV. A Boatslip may not be conveyed, assigned or leased to anyone or any entity other than an Owner or the Association.

(b) Declarant shall have the right to use and shall have the obligation to pay Boatslip, Supplemental Boatslip and Special Boatslip Assessments on any Boatslips constructed by it and not conveyed to an Owner or the Association.

(c) In the event that there are more Boatslips than there are Boatslip Lots in the Subdivision, then any Boatslip which is not leased to the Owner of a Boatslip Lot shall remain the property of the Association until leased to the Owner of a Boatslip Lot by Declarant. Such an undesignated Boatslip shall be owned by the Association for the common use and enjoyment only of the Boatslip Lot Owners, their families, guests and invitees, for the purpose of temporarily docking boats, and may not be leased or assigned by the Association to, or used by, any other party or the public. No boat or other recreational vehicle shall be permitted to remain overnight in any undesignated Boatslip.

(d) The Board of Directors, pursuant to the Bylaws attached hereto as Exhibit "B", shall adopt rules and regulations governing the use of the Piers and Boatslips and the personal conduct thereon of the Members owning Boatslip Lots and their families, guests and invitees. Should Members owning Boatslip Lots desire to amend such rules and regulations, then a meeting of the Members owning Boatslip Lots may be called and held, in accordance with Article III of the Bylaws, for the purpose of voting to amend such rules and regulations. If such a meeting is duly called and held, the Boatslip Lot Owners may direct the Board of Directors to make such amendments to the rules and regulations governing the use of the Piers and Boatslips, including additions to and deletions of portions of such rules and regulations, as are approved by a vote of the Members owning Boatslip Lots, in accordance with Article III of the Bylaws, and as are permitted under the Association's lease with Duke Power Company as to the area of lake bed over which the Piers and Boatslips are located.

(e) Piers may only be used by Boatslip Lot Owners, their families, guests and invitees. Each Boatslip may only be used by the Boatslip Lot Owner(s) to which such Boatslip is assigned, their families, guests and invitees.

ARTICLE V

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Annual, Supplemental Annual, Special and Special Individual Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association Annual Assessments, Supplemental Annual Assessments, Special Assessments and Special Individual Assessments, as hereinafter defined, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The assessments to be levied annually by the Association against each Lot ("Annual Assessments") shall be used as follows:

- (a) to repair, maintain, reconstruct (when necessary), keep clean and free from debris, the Common Areas and any amenities and improvements located thereon, including but not limited to, Street Lights, Entrance Monuments and Septic Easement Area (excluding the Piers and Boatslips [and any improvements located thereon]), and further excluding those facilities within Septic Easement Areas which are the responsibility of certain Owners to maintain as provided in Article VIII, Section 24, hereof, and to maintain the landscaping thereon in accordance with the highest standards for private parks, including any necessary removal or replacement of landscaping, as more particularly set forth in Article IV, Section 6 of this Declaration;
- (b) to maintain and repair the Public Roads to the standards of the maintenance (if one is ascertainable) which would be required by the North Carolina Department of Transportation or other governmental entity before it would accept such Public Road for maintenance, as more particularly set forth in Article IV, Section 6 of this Declaration;
- (c) to pay all costs associated with the lease of the Street Lights from Duke Power Company, including but not limited to, monthly lease payments and utility costs;
- (d) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association (other than the Piers, Boatslips and any improvements located thereon);

(e) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws, except for such insurance carried specifically in connection with the Piers, Boatslips and any improvements located thereon;

(f) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws, except for such fees incurred specifically in connection with the Piers, Boatslips and any improvements located thereon;

(g) to maintain contingency reserves as to the amounts described in subsections (a) and (b) above for the purposes set forth in Article IV, Section 7 hereof in amounts as determined by the Board of Directors;

Section 3. Payment of Annual Assessments: Due Dates. The initial Annual Assessment provided for herein shall commence as to each Lot on July 1, 2000. The Annual Assessment for the calendar year beginning January 1, 2000, shall be Six Hundred and No/100 Dollars (\$600.00) per Lot, which amount shall be due and payable in full no later than January 31 of the year in which such Annual Assessment is due, and prorated on a calendar-year basis. The Annual Assessment for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Article V, Section 4, and shall be due and payable in one annual installment, such installment being due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Annual Assessment as to each Lot for any calendar year at least thirty (30) days prior to January 1 of such calendar year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the installment due, to each Owner on or before January 1 of such calendar year. The failure of the Association to send, or of a Member to receive, such notice shall not relieve any Member of the obligation to pay Annual Assessments.

Section 4. Maximum Annual Assessment.

(a) For years following the first year of Annual Assessments and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members, may increase the Annual Assessment each year by a maximum amount equal to the previous year's Annual Assessment times the greater of (i) ten percent (10%), or (ii) the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84 = 100) (hereinafter "CPI") issued by the US Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then there shall be used the index most similar to the CPI which is published by the United States Government indicating changes in the cost of living. If the Annual Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Annual Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members.

(b) From and after the first year of Annual Assessments, the maximum annual assessment may be increased above the maximum amount set forth in subparagraph (a) of this Section 4 by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum set forth in Subparagraph (a) of this Section 4 (the "Maximum Annual Assessment"). If the Board of Directors shall levy less than the Maximum Annual Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by vote in accordance with the Bylaws, levy a supplemental Annual Assessment ("Supplemental Annual Assessment"). In no event shall the sum of the Annual and Supplemental Annual Assessments for any year exceed the applicable Maximum Annual Assessment for such year other than as set forth in Article VII, Section 3 hereof.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) the construction of any Common Area improvements which are not originally constructed by Declarant; or (ii) the reconstruction, repair or replacement of the Common Areas, including but not limited to the Public Roads (prior to acceptance for public maintenance), the Entrance Monument, Street Lights and Septic Easement Areas, (but excluding the Piers and Boatslips including all improvements located thereon, including fixtures and personal property related thereto. Provided that any such assessment must be approved by a vote of no less than two thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Special Individual Assessments. In addition to the Annual Assessments and Special Assessments authorized above, the Board of Directors shall have the power to levy a special assessment applicable to any particular Lot Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, including but not limited to, the Public Roads (prior to acceptance for public maintenance), Entrance Monument, Street Lights, Septic Easement Areas, Piers, Boatslips and Boatslip Parking Areas and including all improvements located thereon, whether occasioned by any act or omission of such Lot Owner(s), members of such Lot Owner's family, or such Lot Owner's agents, guests, employees or invitees and not the result of ordinary wear and tear; (ii) for the purpose of paying for the cost of maintaining, repairing or replacing the Septic System serving a Septic Lot; or (iii) for payment of fines, penalties or other charges imposed against any particular Lot Owner relative to such Lot Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or the Bylaws. Provided, however, that Declarant shall not be obligated to pay any Special Individual Assessment except with Declarant's prior written approval. The due date of any Special Individual Assessment levied pursuant to this Section 6 shall be fixed in

the Board of Directors resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

Section 7. Assessment Rate.

(a) Subject to the exception set forth in subsection (b) below, Annual, Supplemental Annual and Special Assessments must be fixed at a uniform rate for all Lots.

(b) Annual, Supplemental Annual and Special Assessments for each Lot owned by Declarant or and unoccupied as a residence shall be one third (1/3) of the Annual, Supplemental Annual and Special Assessments for each other Lot in the Subdivision not owned by Declarant.

ARTICLE VI

COVENANT FOR BOATSLIP, SUPPLEMENTAL BOATSLIP
AND SPECIAL BOATSLIP ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Boatslip, Supplemental Boatslip and Special Boatslip Assessments. Declarant, for each Boatslip Lot owned within the Property, hereby covenants, and each Owner of any Boatslip Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or by entering into a Boatslip Lease (or an assignment thereof) for a Common Boatslip as an appurtenance to such Owner's Lot as more particularly set forth in Article IV, Section 8 of this Declaration, is deemed to covenant and agree to pay to the Association, in addition to the Annual, Supplemental Annual, Special and Special Individual Assessments provided for herein, Boatslip Assessments, Supplemental Boatslip Assessments and Special Boatslip Assessments, as hereinafter defined, for maintenance and repair costs of the Piers and Common Boatslips (including all improvements thereon) established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Boatslip Lot against which each such assessment or charge is made and upon the right to use the Pier and the Common Boatslip appurtenant to such Boatslip Lot. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Boatslip Lot effective at the time when the assessment falls due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, provided such assessments or charges, together with interest, costs, and reasonable attorneys' fees, shall, as set forth above, be a continuing lien upon the Boatslip Lot against which such assessments or charges are made.

Section 2. Purpose of Boatslip Assessments. The assessments to be levied annually by the Association against each Boatslip Lot (the "Boatslip Assessments") shall be used as follows:

(a) to clean, maintain, repair and reconstruct, when necessary, the Piers and Common Boatslips, including all lighting and other fixtures, wires, railings and other facilities located thereon (if any), all as more particularly set forth in Article IV, Section 6 of this Declaration;

(b) to provide and pay for lighting of the Piers and Common Boatslips (if any) to the extent necessary for the safety and enjoyment of the users thereof;

(c) to pay all ad valorem taxes levied against the Piers and Common Boatslips and any other property owned by the Association in connection therewith;

(d) to pay all lease payments, if applicable, to Duke Energy Corporation for the lease of the land on which the Piers and Common Boatslips are located;

(e) to pay the premiums on all insurance carried by the Association in connection with the Piers and Common Boatslips (including all improvements located thereon) pursuant hereto or pursuant to the Bylaws;

(f) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws in connection with the Piers and Common Boatslips (including all improvements located thereon); and

(g) to maintain contingency reserves for the purposes set forth in Article IV, Section 7 hereof in amounts as determined by the Board of Directors.

Section 3. Payment of Boatslip Assessments; Due Dates. The Boatslip Assessments provided for herein shall be payable, annually, in advance, and shall commence as to each Boatslip Lot (to which a completed Common Boatslip is appurtenant), and shall be due and payable thirty (30) days following the lease of a completed Common Boatslip to a Boatslip Lot as set forth in Article IV, Section 8 of this Declaration (such assessment shall be prorated from the date of such lease through the remainder of the calendar year for which such assessment is due). Notwithstanding the foregoing, no Boatslip Assessments shall be due prior to July 1, 2000. The initial Boatslip Assessments applicable to all Boatslip Lots (if assessed on or before July 1, 2000) shall be Four Hundred Fifty Dollars (\$450.00) per Boatslip Lot. Boatslip Assessments for each and every year thereafter shall be payable no later than January 31 of such year. The Boatslip Assessments for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with Section 4 of this Article VI, and shall be due and payable no later than January 31 of each such year. The Board of Directors shall fix the amount of the Boatslip Assessment as to each Boatslip Lot for any year at least thirty (30) days prior to January 1 of such year, and the Association shall send written notice of the amount of the Boatslip Assessment to each Boatslip Lot Owner on or before January 5 of such year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Owners of their liability for Boatslip Assessments. Notwithstanding the foregoing, the Board of Directors may alter the dates of the fiscal year for setting the Boatslip Assessments, and may

increase or decrease the frequency of the collection of the Boatslip Assessments (or installments thereof) in any reasonable manner.

Section 4. Maximum Boatslip Assessment.

(a) For years following the first year of Boatslip Assessments and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members, may increase the Boatslip Assessment each year by a maximum amount equal to the previous year's Boatslip Assessment times the greater of (i) ten percent (10%); or (ii) the annual percentage increase in the CPI issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then there shall be used the index most similar to the CPI which is published by the United States Government indicating changes in the cost of living. If the Boatslip Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed, and the Boatslip Assessment may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members.

(b) From and after the first year of Boatslip Assessments, the Boatslip Assessments may be increased without limitation if such increase is approved by Declarant (so long as Declarant owns any part of the Property) and by a vote of a majority of the votes appurtenant to the Boatslip Lots.

(c) The Board of Directors may fix the Boatslip Assessments at an amount not in excess of the maximum set forth in subparagraph (a) of this Section 4 (the "Maximum Boatslip Assessment"). If the Board of Directors shall levy less than the Maximum Boatslip Assessment for any calendar year and thereafter, during such year, determine that the important and essential functions of the Association as to the Piers, Common Boatslips and Lake Access Areas or other similar Common Areas used to access Common Boatslips (and all improvements located thereon) cannot be funded by such lesser assessment, the Board may, by a vote in accordance with the Bylaws, levy a supplemental Boatslip Assessment (the "Supplemental Boatslip Assessment"). In no event shall the sum of the Boatslip and Supplemental Boatslip Assessments for any year exceed the applicable Maximum Boatslip Assessment for such year other than as set forth herein.

Section 5. Special Assessments for Boatslip Improvements. In addition to the Boatslip Assessments authorized above, the Association may levy, in any assessment year, a special Boatslip Assessment (the "Special Boatslip Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of the Piers and Common Boatslips. Provided, however, (i) any such Special Boatslip Assessment must be approved by Declarant (so long as Declarant owns any part of the Property) and by a vote of a majority of the votes appurtenant to the Boatslip Lots, and (ii) any such Special Boatslip Assessment may be levied only against the Owners of Boatslip Lots.

Section 6. Assessment Rate.

(a) Except as set forth in subsection (b) below, Boatslip, Supplemental Boatslip and Special Boatslip Assessments must be fixed at a uniform rate for all Boatslip Lots;

(b) Boatslip, Supplemental Boatslip and Special Boatslip Assessments for each Boatslip Lot owned by Declarant shall be one-third (1/3) of the Boatslip, Supplemental and Special Boatslip Assessments for each other Boatslip Lot in the Subdivision not owned by Declarant.

ARTICLE VII

GENERAL ASSESSMENT PROVISIONS

Section 1. Certificate Regarding Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Effect of Nonpayment of Assessments: Remedies of the Association. Any Annual, Special, Special Individual, Supplemental, Boatslip, Special Boatslip or Supplemental Boatslip (or installment thereof) not paid by its due date as set forth in Article V, Section 3 or Article VI, Section 3 hereof, or any other assessment not paid by its due date, shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors to defray the costs arising because of late payment. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot and the right to use the Common Areas and interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas or by abandoning his Lot.

Section 3. Subordination of the Lien to Mortgages. The lien of the assessments provided for in Articles V and VI of this Declaration shall be subordinate to the lien of any first Mortgage on a Lot or any mortgage or deed of trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided however, that the Board of Directors may in its sole discretion determine such unpaid assessments to be an Annual, Special, Supplemental, Boatslip, Special Boatslip or Supplemental Boatslip, as applicable, collectable pro rata from all Owners, (or from Boatslip Lot Owners, if a Boatslip, Supplemental Boatslip or Special Boatslip Assessment) including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners (or from Boatslip Lot Owners, if a Boatslip, Supplemental Boatslip or Special Boatslip Assessment) notwithstanding the fact that such pro rata portions may cause the Annual

Assessment or Boatslip Assessment to be in excess of the Maximum Annual Assessment or Maximum Boatslip Assessment permitted hereunder. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

ARTICLE VIII

RESTRICTIONS

Section 1. Land Use, Building Type and Residential Restrictions. All Lots in the Subdivision shall be known and described as residential lots and shall be used only for private residential and recreational purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single family residential dwelling, unless otherwise provided herein, and only one single-family residential dwelling not exceeding 2½ stories in height above ground shall be erected or permitted to remain upon any Lot. No mobile home, modular home or shell home or log home may be erected or permitted to remain on any Lot. A private garage, outbuildings, fixed piers and floating boat dock facilities incidental to the residential use of the Lot are expressly permitted upon the condition that they are not rented, leased nor otherwise used for remuneration subject to the other covenants and restrictions contained herein. No detached garage or outbuildings shall at any time be used as a residence. Any ownership or leasing arrangement for a Lot having the characteristics of a vacation time-sharing ownership plan a vacation time sharing lease plan or shared ownership is hereby prohibited. Furthermore, no boat (including a houseboat), whether existing on a Lot or docked at a fixed pier or floating boat dock which is appurtenant to any Property in the Subdivision may at any time be used as a residence.

Section 2. Dwelling Size. The square footage requirements hereinafter set forth refer to enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios. Any one story dwelling erected upon any Lot shall contain not less than 2,000 square feet; any 1 ½ story, split level or tri-level dwelling shall contain not less than 2,600 square feet and the first floor shall contain not less than 1,400 square feet; and any 2 or 2 ½ story dwelling shall contain not less than 2,600 square feet and the first floor shall contain not less than 1,400 square feet.

Section 3. Building Construction and Quality. All buildings and outbuildings erected upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No single-family, residential dwelling with a sales price of less than One Hundred Twenty Five Thousand and No/100 Dollars (\$125,000.00) (in terms of 1999 dollar value), exclusive of the Lot, shall be permitted on any Lot, unless approved in advance in writing by Declarant or the Board of Directors. No building shall be erected unless it is completely underpinned with a solid brick, brick or stone-covered block, or stucco foundation. The exterior surface of any building shall not be of asbestos shingle siding, vinyl or aluminum siding, imitation brick or stoneroll siding, or exposed concrete or cement blocks or logs, however, the trim, gutters and/or overhangs can consist of vinyl materials. The exterior surface of any garage, outbuilding or appurtenant structure or building erected on or located on any Lot shall be architecturally compatible with, and of material and construction comparable

in cost and design to, the exterior surface of the dwelling located on said Lot. All buildings shall have roofs (except for dormers, porches and bay windows) of not less than 6 in 12 pitch and not less than 12 inch overhang, covered with slate, cedar shakes, tile or fiberglass shingles. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities.

Section 4. Temporary Structures, Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic, vinyl or canvas tent, barn, carport, garage, utility building, storage building or other metal fiberglass, plastic, vinyl or canvas structure shall be placed or erected on Lot or attached to any residence. Provided, however, that nothing herein shall prohibit Declarant from erecting or moving temporary buildings or trailers onto the Lots owned by them, to be used for storage or for construction or sales offices.

Section 5. Building Setback Lines. No building on any Lot (including any stoops, porches, or decks) shall be erected or permitted to remain within the front (street right of way) or side abutting right-of-way (for a corner Lot) building setback lines as noted on the Map. Notwithstanding any rear setback restrictions noted on the Map, no building, including stoops, porches or decks, shall be erected or permitted to remain nearer than fifty (50) feet to the rear (waterside) lot line of any Lot adjoining the waters of Lake Norman. Boathouses, piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Section 22, of this Article VII. In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements. No masonry mailboxes or other structures or improvements may be constructed or placed within the right-of-way of any Public Roads so as to prevent such Public Roads from being accepted by the North Carolina Department of Transportation or other governmental entity for maintenance.

Section 6. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, Declarant reserves the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation.

Section 7. Combination or Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map. However, an Owner of a Lot may combine with a portion or all of another contiguous Lot so long as the parcel or parcels which result from such combination do not violate any applicable zoning ordinance or other applicable law or regulation. In the event that two or more Lots are completely combined so as to create one parcel, the resulting parcel shall be considered as one Lot for the purposes of this Article VII but shall continue to be considered as two Lots for all other purposes (including voting and assessments). Furthermore, the Owner of any Lot which combines with all or a portion of a contiguous Lot shall be

solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements. Notwithstanding the foregoing, Declarant reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant as may be needed to meet septic system requirements or for any other reason and any Lot or Lots which result from such change shall not be subject to any additional assessment.

Section 8. Utility Easements. Declarant reserves easements for the installation and maintenance of utilities (electricity, septic system, sewer, water, gas, telephone, cable t.v., etc.) and drainage facilities over the front and rear ten (10) feet of each Lot (with the exception of the Waterfront Lots, which will not have a ten [10] foot easement over the rear [i.e., waterside]) and five (5) feet in width along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The Owner of each Lot shall maintain that portion of the Lot lying within the easement areas as defined herein and shall maintain any improvements located thereon, except those improvements installed and maintained by a public authority or utility company. Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for street drainage, utility and entry signage installation purposes by the recording of appropriate instruments, and such shall not be construed to invalidate any of these covenants.

Section 9. Entrance Monument Easement. Declarant hereby reserves a nonexclusive perpetual easement for the purpose of landscaping and maintaining the entryway and erecting and maintaining the Entrance Monument for the Subdivision. An easement is hereby reserved by Declarant for itself, its successors in interest and assigns, and granted to the Association, over portions of the lot labeled as Lot 47.

Declarant or the Association shall have the right to enter the Entrance Monument Easement in order to erect, repair and maintain the Entrance Monument and construct, repair and maintain any improvements located within the Entrance Monument Easement Area as an entryway to the Subdivision. Further, Declarant or the Association shall erect and maintain one or more stone monuments, with an entrance sign thereon (collectively the "Entrance Sign") bearing the name of the Subdivision and Declarant, which Entrance Sign shall be built to the applicable governmental standards for signs; and to erect and maintain lighting for the Entrance Sign, planters and other improvements typically used for an entryway (the Entrance Monument Easement, the Entrance Sign, lighting, landscaping and other improvements to be constructed on the Easement Tract are herein collectively referred to as the "Entrance Monument").

Section 10. Stormwater Drainage Easement. Declarant reserves over the Common Areas an easement for drainage of stormwater runoff from Lots and Public Roads within the Subdivision.

Section 11. Fences and Walls. No wooden fence or brick or stone wall may be erected nearer the front lot line of a Lot than the front or street side face of the dwelling located on such Lot. In the case

of a corner Lot, no sideyard fence shall be located nearer than the side of the house facing the side street line. No wooden fences, or brick or stone walls, greater than six (6) feet in height are permitted. Chain link or other metal fencing is not permitted, except that 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side yards. Perimeter fencing shall not have more than seventy percent (70%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test. Provided, however, that the restrictions described in this Section 11 shall not apply to any improvements originally installed by Declarant on any Common Area.

Section 12. Signs. No signs of any kind may be displayed to the public view on any Common Area other than the Entrance Monument as set forth in Article VII, Section 9. No signs of any kind may be displayed to the public view on any Lot with the following exceptions which may not exceed five (5) square feet in size: (a) one sign (on the Lot only) advertising the property for sale; and (b) one sign on the Lot only used by a builder to advertise the Lot during the construction and sales period; and (c) temporary political signs. These restrictions shall never apply to permanent entry signs, or to temporary entry signs or advertising by Declarant or "For Sale" signs installed by Declarant, or their agents prior to the sellout of the Subdivision.

Section 13. Antennas; Satellite Dishes or Discs. Discs or satellite dishes no greater than eighteen (18) inches in diameter which have been screened from view from Lake Norman and Public Roads shall be permitted. No freestanding radio or television transmission or reception towers or antennas, shall be erected or maintained on any Lot. Customary roof-mounted antennas which may extend not more than ten (10) feet above the highest roof line ridge of the house are permitted.

Section 14. Lot Maintenance; Trash Disposal. Each Owner shall keep his Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No clothes line may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

Section 15. Offstreet Parking; Off-Water Boat Storage. Each Lot Owner shall provide a concrete or asphalt driveway which provides space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on the Lot. No truck or commercial vehicle in excess of one-ton load capacity, or any vehicle under repair, or any wrecked trailer, or wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot or Common Area. No trailer, mobile home, recreational vehicle, camper or boat shall be used as a residence, either temporarily or permanently, or be parked upon or be permitted to remain on any Lot for a period exceeding 24 hours unless it is parked off the street and not within the front or side yards of the Lot. All automobiles and trucks must have a current license plate affixed and must be parked in a carport, enclosed garage, or on a concrete or asphalt driveway.

Section 16. Sewage Disposal and Individual Wells. Every dwelling unit erected on any Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. All well water and septic systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction. No individual well shall be located closer than forty (40) feet from any side lot line unless otherwise shown on Exhibit "D" attached hereto and incorporation hereon by reference, or unless an exception in writing is granted by the Declarant or the Association and the neighboring affected Lot Owner; each well shall be approximately located at the sites shown on Exhibit "D." Declarant does not make any representations regarding the future availability of municipal, central water or sewer service.

Section 17. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling or outbuilding except dogs, cats, or other household pets, which may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. The number of household pets kept or maintained, per Lot, shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.

Section 18. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The exterior of any building must be completed within one (1) year from the date of commencement of construction. No construction materials of any kind may be stored within any Public Roads. Any damage to any street, curb or sidewalk or any part of any Common Area or any utility system caused by Declarant or Owner shall be repaired by such responsible party. Declarant and all Owners shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements on any Lot or Common Area. Declarant or the Association may provide for the clearing of public and private areas due to the activities of the responsible party and may assess the responsible party a reasonable charge not to exceed the actual cost for such cleaning. Declarant and each Owner shall, consistent with standard construction practices, keep all portions of their Lots and Common Areas free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of improvements on a Lot or Common Areas, or take other measures consistent with standard construction practices necessary to keep the Lot and all Common Areas free of such garbage, trash, or other debris. Declarant, and each Owner shall be responsible for erosion control protection during any earth-disturbing operation, as described and defined in the "Erosion Control Practices" on Exhibit "C", attached hereto and incorporated herein by reference.

Section 19. Intentionally Omitted.

Section 20. Removal of Trees and Other Vegetation. All trees, shrubs and ground cover within the 50' waterfront setback shown on the Map are considered to be "protected" vegetation in that cutting and clearing generally is not permitted therein without the prior written consent of Declarant or the Board of Directors. The practical exceptions to this rule are that dead or diseased trees and poisonous plants may be removed, underbrush may be selectively cleared, understory may be thinned to provide better views, individual trees may be limbed up, and grass or ground covers may be planted.

"Mature trees" inside the fifty foot (50') waterfront setback as shown on the Map may not be cut down or otherwise removed without the specific written approval of the Declarant or the Association. "Mature trees" for purposes of this Declaration shall mean all evergreen or deciduous trees with a caliper of six (6) inches or greater.

Furthermore, in the event that trees, shrubs or ground cover are completely removed (as opposed to thinned) in connection with the improvement of any Lot, such cleared portions of the Lot shall be covered with grass or shall be landscaped with plants, shrubs, trees, mulch, wood chips, pine needles and/or similar landscaping improvements.

Declarant hereby reserves the right and easement benefitting Declarant and the Association to replant or order the replanting of any trees, shrubs or other vegetation removed within the Subdivision in violation of the terms of this Section 20. Should Declarant or the Association exercise its easement rights pursuant to the terms of this Section 20, the Owner of the nonconforming Lot shall reimburse Declarant or the Association (as applicable) within five (5) business days following submission of an invoice for any costs or expenses incurred by Declarant or the Association. The exercise or nonexercise of easement rights contained in this Section 20 shall be subject to the discretion of the Declarant and the Association and neither Declarant, nor the Association shall have the obligation to exercise such rights.

Declarant and/or the Association shall have the authority but not the obligation, in their sole discretion, to assess penalties against an Owner who cuts, damages, or removes any trees, shrubs or other vegetation on its Lot or any other Lot or Common Area contrary to the above provisions.

The penalties set out in this Section 20, and all related expenses to be reimbursed, shall be considered Special Individual Assessments against the respective Owner's Lot, entitling the Association to the assessment collection remedies specified in Article VII of this Declaration.

Section 21. Docks, Piers and Boat Houses. The owner of any Waterfront Lot may construct one (1) pier, provided that such Lot is not located in an area where the narrowness of a cove precludes construction of a dock or pier as determined by Duke Power Company and/or any governmental entity having jurisdiction at the time such improvements are to be constructed. Any waterfront improvement shall have a low profile and open design to minimize obstruction of neighbors' views. Enclosed docks or boat houses will not be allowed either on the water or within the fifty foot (50') waterfront setback. Multi-level docks, boat houses or other structures located within the 50' waterfront setback or over the waters

or the shoreline of the Lake will not be allowed. Roof-covered docks are allowed provided that such docks are one level and are not enclosed.

The placement, construction, or use of the Piers, Boatslips, and of any other pier, dock boatslip structures or other improvements within or upon, or the conducting of any activity altering the topography of, the hydroelectric project surrounding and encompassing the waters of Lake Norman, is and shall be subject to each of the following:

- (i) easements, restrictions, rules and regulations for construction and use promulgated by the Association;
- (ii) all laws, statutes, ordinances and regulations of all Federal, State and local governmental bodies having jurisdiction thereof, including without limitation the Federal Emergency Regulatory Commission; and
- (iii) rules and regulations, privileges and easements affecting the Property and the waters and submerged land of Lake Norman established by Duke Power Company, its successors and assigns. (Duke Power Company controls access to, and the use and level of, the waters of Lake Norman. All Owners, the Association, the Declarant must receive a permit from Duke Power [or a successor manager of Lake Norman, under authority from the Federal Energy Regulatory Commission] prior to any alterations therein.)
- (iii) rules and regulations, privileges and easements affecting the Property and the waters and submerged land of Lake Norman established by Duke Power Company, its successors and assigns. (Duke Power Company is the manager of Lake Norman under authority granted by FERC; its current management plan runs through August 31, 2008. As manager of Lake Norman, Duke Power controls access to, and the use and level of, the waters of Lake Norman. All Owners, the Association, the Declarant and any builders must receive permission from Duke Power [or a successor manager of Lake Norman, under authority from FERC] prior to any alterations therein, including the construction and continued use and maintenance of any dock, pier, or boatslip [including the Piers and Boatslips]). With respect to the Piers and Boatslips, Declarant will enter into a lease agreement, which shall be assigned to the Association, for the area of Lake Norman where the Piers and Boatslips will be located. Such lease agreement will require payment of annual rent to Duke Power Company, which rent can be increased by ten percent (10.0%) per annum compounded annually through the term of the lease. The rent is included in the Boatslip Assessment. The lease can be terminated by Duke Power Company if the terms of the lease or other agreement are not complied with (including payment of the rent), and can be terminated after August 31, 2008. Duke Power Company can also change the

amount of the rent after August 31, 2008. Duke Power Company can also terminate the lease if FERC or any other governmental agency directs it to do so.

No pier of any kind shall be constructed by Waterfront Lot Owners outside of the area designated as "Pier Zone" on Exhibit "F" attached hereto and incorporated herein by reference.

Section 22. Boat Ramps. No boat ramps of any kind shall be permitted on any Lot, and no boat shall be placed in (or removed from) the waters of Lake Norman from any Lot, provided however, small watercraft such as canoes, dinghies, and jet skis may be launched from any Lot if launched without a ramp. All other watercraft shall be launched at a public boat ramp outside the subdivision.

Section 23. Septic Easement. Non-exclusive easements for the purpose of providing septic service and for use as septic drainage fields (the "Septic Easements") are hereby reserved and granted, over, across and under the Septic Easement Lots, labeled as "C.O.S. Septic" on the Map, to the following Owners of Lots in the Subdivision:

<u>Septic Easement Areas</u>	<u>Easements Granted to the Owners of Lots:</u>
11A, 12A, 13A, 16A, 18A	11, 12, 13, 16, 18
19A, 21A, 22A, 23A, 24A	19, 21, 22, 23, 24
26A, 28A, 29A, 30A	26, 28, 29, 30

Each of the Septic Easements shall be an appurtenance to and run with the title to the Lot for which it is reserved. Any deed, deed of trust, mortgage, transfer or other conveyance of any of said Lots shall also transfer the Septic Easement appurtenant to such Lot, even if not expressly included therein.

Each Septic Easement herein reserved and granted shall include the right to construct, install, excavate, dig, build, maintain, operate, remove and reinstall a septic system and equipment in and upon the Septic Easement Area over which such Septic Easement is reserved, and to clear (and continue to clear as necessary) all trees, brush and other plants and to remove all rocks if necessary for the proper construction, installation and maintenance of said system all at the sole expense of the Owner of the Lot which the septic system is to service; provided, however, that if the need to repair said septic system is caused by the negligent or willful act of the Association, its successors and assigns, their agents, employees, members, invitees or licensees, then the cost to repair shall be borne by the Association or its successors and assigns. Except for damage caused by the negligent or willful act of the Association, its successors and assigns, their agents, employees, members, invitees or licensees as provided above, the Owner of the Lot which the septic system is to service shall promptly and reasonably restore any portion of the surface of the Septic Easement Area (but not trees brush or other plants, except grass) disturbed by the installation or maintenance of said septic system. Should the Owner of such Lot fail to so restore the surface of such Septic Easement Area, in the sole judgment of the Declarant or the Board of Directors, then the Board of Directors shall have the power to specially assess such Owner for the cost of said restoration in accordance with Article V Section 6 of this Declaration.

In addition to the above-described rights, the Owners of each of the above-listed Lots, their agents, independent contractors, successors and assigns, shall have the right of ingress, egress and regress over and across the Septic Easement Area designated for that Lot in order to construct, install and maintain septic systems, as described above.

The Owner of the Lot for which a septic system is being installed shall be responsible for obtaining all necessary environmental permits and other permits for the use of said septic system and shall hold the Association, its successors and assigns, harmless from any loss, damage or liability relating thereto, except to the extent that such loss, damage or liability results from the negligent or willful act of the Association, its successors and assigns, their agents, employees, members invitees or licensees. Prior to the installation of a septic system within the Septic Easement Area, the Owner of the Lot for which the septic system is being installed shall have the proposed location of such septic system staked and approved by the appropriate governmental authorities, and such septic system shall be approved by, and constructed and maintained in accordance with all regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction thereover. The Owner of the Lot to which a Septic Easement Area is appurtenant shall be responsible to operate and maintain the septic system located thereon at such Owner's sole cost and expense.

The Association shall hold fee simple title to the Septic Easement Area subject to the Septic Easement and subject to Declarant's right to buy back the Easement Area as specified in the Deed from Declarant to the Association. Provided, however, that if the Septic Easement Area is at any time reconveyed to Declarant, the property shall be subject to the single-family residential use restrictions set forth in Article VII, Section 1 of this Declaration. For so long as the Subdivision is not serviced by a public or private sewer line, the Association shall not transfer, mortgage, pledge, encumber or otherwise convey the Septic Easement Area or any portion thereof to any other party.

The Septic Easements hereby granted and reserved shall run with the title to the Lots to which they are appurtenant and shall be in full force and effect until such time as the Subdivision is serviced by a public or private sewer line servicing said Lots, such that there is no need for a septic system servicing said Lots. At such time as such Lots are connected to a public or private sewer line and are serviced thereby, then the Septic Easements reserved and granted hereby shall terminate and shall thereafter be null and void and of no further force and effect. If Declarant exercises its option to repurchase the Septic Easement Areas upon the termination of the Septic Easement, the Septic Easement Areas shall no longer be subject to the terms of this Declaration, except for the single-family residential use restrictions set forth in Article VII, Section 1 of this Declaration.

Declarant hereby reserves and grants unto itself, its successors in interest, and assigns, an non-exclusive easement benefitting Declarant and burdening each Lot to which a Septic Easement is appurtenant for the purpose of connecting any residence(s) upon such Lot(s) to any public or private sewer line providing service accessible to such Lots, including access across the Lots and the right to install any pipes and apparatus as may be necessary to connect any such residence(s) to such sewer line (the "Sewer Connection Easement"). By reserving the Sewer Connection Easement, Declarant has not obligated itself or its successors or assigns to connect any public or private sewer line to the above-described Lots to make

any sewer service available to such Lots and the exercise of such rights and the Sewer Connection Easement shall be at the sole discretion of Declarant, its successors in interest and assigns.

Notwithstanding any provision herein to the contrary, the Septic Easement conveyed hereby is subject to the rights of the public and other interested parties including, but not limited to, the State Department of Transportation or other applicable governmental entities in the Public Roads.

Section 24. Additional Shoreline Improvements Requirements. Duke Energy Corporation has prepared maps of the Lake Norman ("Lake") and Lake shoreline, which show areas of shoreline within the Subdivision that Duke Energy Corporation (as Lake manager, under authority granted by FERC) has designated as "Environmental Areas" and "Impact Minimization Zones" ("IM Zones"). If a Lot has an "Environmental Area" or "IM Zone" on it, the ability to develop and use the Lot may be affected, and the Owner may be required to obtain the permission of Duke Energy Corporation before undertaking certain development activities upon or constructing improvements on or adjacent to the Lot, as set forth below.

(a) Environmental Areas. Environmental Areas are vegetated areas or cove heads with stream confluence located on them. Duke Energy Corporation restricts any construction (including, but not limited to, the construction or placement of piers and docks), and any related excavation or shoreline stabilization within these Environmental Areas in the following circumstances:

- (i) if stable, emergent vegetation (minimum lakeward width of 5 feet) composes greater than 50% of the area between full pond elevation and a depth of five (5) feet from full pond for a minimum linear distance of 100 feet;
- (ii) if intermittent or permanent streams enter the upper ends of shallow coves (with or without vegetation); and
- (iii) for cove heads with a stream, but lacking emergent vegetation, the environmental classification extends fifty (50) feet from the edge of the intersection of the stream centerline or the sediment delta, when present, and the full pond contour.

To the best of Declarant's knowledge, based on a review of the Duke Energy Corporation maps, it appears that portions of the shoreline on Lots 49-52 and 64-66 of Phase 1 have been identified as Environmental Areas.

(b) Impact Minimization Zones. The maps prepared by Duke Energy Corporation also identify certain lands and waters within certain areas of the Subdivision as Impact Minimization Zones ("IM Zones"). These IM Zones are areas that have specifically identified importance on the Lake from a scenic, environmental, or cultural standpoint. Protection of those important values does not necessarily preclude access to the Lake. To the best of Declarant's knowledge, based on a review of the Duke Energy Corporation maps, portions of Lots 11, 12, 14-20 and 22-47 contain IM Zones. The owners of Lots containing IM Zones must use efforts to

avoid any disturbance of IM Zones, but if avoidance is not a practicable alternative, then the following specific Lake use restrictions will apply:

No boat ramps (except those required for public recreation), no excavation and no stabilization will be allowed within the boundaries of the IM Zones. Construction within these area may also be subject to specific mitigation requirements imposed by the Federal, State or local resource agencies.

ARTICLE IX

INSURANCE

Section 1. Board of Directors. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in no less than the amounts set forth below:

(a) Fire. All improvements and all fixtures included in the Common Areas, including but not limited to the Entrance Monument, Boatslip Parking Area, Piers, Boatslip and Public Roads (prior to acceptance by governmental authorities for maintenance), and all personal property and supplies belonging to the Association, shall be insured in an amount equal to 100% of the current replacement cost up to the amount specified in the insurance policy (exclusive of land, foundation, excavation and other normally excluded items) as determined annually by the Board of Directors with the assistance of the insurance company providing coverage. The Board of Directors shall, at least annually, review the insurance coverage required herein and determine 100% of the current replacement cost of such improvements and fixtures and personal property and supplies. Such coverage shall provide protection against loss or damage by fire, windstorm, vandalism and malicious damage and all perils covered by a standard "all risk" insurance policy. All such policies shall provide that adjustment of loss shall be approved by the Board of Directors and the insurance company. In addition to the provisions and endorsements set forth in Section 4 of this Article IX, the fire and casualty insurance described herein shall contain the following provisions:

(i) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents, tenants and invitees; and

(ii) a provision that the coverage will not be prejudiced by act or neglect of one or more Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

The property and public liability insurance policy shall not contain (and the insurance shall not be placed with companies whose charters or bylaws contain) provisions whereby: (1) contributions or assessments may be made against the Association, the Owners or

the Mortgagees; (2) loss payments are contingent upon action by the carriers, directors, policy holders or members; and (3) there are limiting clauses (other than insurance conditions) which could prevent Owners or Mortgagees from collecting the proceeds.

(b) Public Liability. The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine to be customary for projects similar in construction, location and use to the Development, covering each member of the Board of Directors, the managing agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Areas; provided, however, that in no event shall the amounts of such public liability insurance ever be less than \$1,000,000 per occurrence against liability for bodily injury, including death resulting therefrom and damage to property, including loss of use thereof, occurring upon, in or about, or arising from or relating to, the property or any portion thereof. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner. The Board of Directors shall review such limits annually. Until the first meeting of the Board of Directors following the initial meeting of the Owners, such public liability insurance shall be in amounts of not less than \$1,000,000 per occurrence for claims for bodily injury and property damage.

(c) Fidelity Coverage. The Board of Directors shall also be required to obtain fidelity coverage against dishonest acts on the part of all persons, whether officers, directors, trustees, employees, agents or independent contractors, responsible for handling funds belonging to or administered by the Association, in an amount determined by the Board of Directors 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) Other. Such other insurance coverages, including flood insurance and worker's compensation as the Board of Directors shall determine from time to time desirable.

Section 2. Premium Expense. Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors and charged as a common expense to be collected from the Owners pursuant to Articles V and VI hereof.

Section 3. Special Endorsements. The Board of Directors shall make diligent effort to secure insurance policies that will provide for the following:

- (a) recognition of any insurance trust agreement entered into by the Association;
- (b) coverage that may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least forty-five (45) days prior written notice to the named insured, any Insurance Trustee and all Mortgagees; and

(c) coverage that cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or any Mortgagee.

Section 4. General Guidelines. All insurance policies purchased by the Board of Directors shall be with a company or companies licensed to do business in the State of North Carolina and holding a rating of "A-10" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Association and shall be issued in the name of, and provide that all proceeds thereof shall be payable to, the Association. Notwithstanding any of the foregoing provisions and requirements relating to insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, who shall have exclusive authority to negotiate losses under any policy providing such insurance.

Section 5. Owner's Personal Property. The Association or the Declarant shall not be liable in any manner for the safekeeping or conditions of any personal property belonging to or used by any Owner or his family, guests or invitees, located on or used at the Boatslip Parking Area, Boatslips, Piers or other Common Areas. Further, the Association or the Declarant shall not be responsible or liable for any damage or loss to or of property located thereon, or any other personal property of any Owner, his family, guests or invitees located on or used at the Boatslip Parking Area, Boatslips, Piers, or other Common Areas. Each Owner shall be solely responsible for all such personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase, at such Owner's sole cost and expense, of any liability or other insurance for damage to or loss of such property.

ARTICLE X

RIGHTS OF MORTGAGEES

Section 1. Approval of Mortgagees. Unless at least seventy-five percent (75%) of the Mortgagees holding Mortgages on Lots located within the Development then subject to the full application of this Declaration have given their prior written approval the Association shall not:

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

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) fail to maintain fire and extended coverage insurance on insurable improvements in the Common Areas on a current replacement cost basis in an amount not less than 100% of the insurable value as set forth in Article IX; or

(d) use the proceeds of any hazard insurance policy covering losses to any part of the Common Areas for other than the repair, replacement or reconstruction of the damaged Common Areas or other common amenities.

Section 2. Additional Rights. Any Mortgagee shall have the following rights, to wit:

(a) to be furnished at least one copy of the annual financial statement and report of the Association, such annual statement and report to be furnished within ninety (90) days following the end of each fiscal year;

(b) to be given notice by the Association of the call of any meeting of the Association's membership, and to designate a representative to attend all such meetings;

(c) to be given prompt written notice of default under the Declaration, the Bylaws or any rules and regulations promulgated by the Association by any Owner owning a Lot encumbered by a Mortgage held by the Mortgagee, such notice to be sent to the principal office of such Mortgagee or the place which it may designate in writing;

(d) to be given prompt written notice of any casualty loss to the Common Areas, or loss by eminent domain or other taking of (i) the Common Areas or (ii) any Lot encumbered by a Mortgage held by the Mortgagee;

(e) to be given prompt written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(f) to be given prompt written notice of any eminent domain or condemnation proceeding affecting the Property; and

(g) to be given prompt written notice of any action which requires the consent of all or any portion of the Mortgagees as specified herein.

Whenever any Mortgagee desires the provisions of this Section 2 to be applicable to it, it shall serve or cause to be served written notice of such fact upon the Association by certified mail, return receipt requested, addressed to the Association and sent to its address stated herein identifying the Lot or Lots upon which any such Mortgagee holds any Mortgage or identifying any Lot owned by it, together with sufficient pertinent facts to identify any Mortgage which may be held by it and which notice shall designate the place to which notices are to be given by the Association to such Mortgagee.

Section 3. Books and Records. Any Mortgagee will have the right to examine the books and records of the Association during any reasonable business hours.

Section 4. Payment of Taxes and Insurance Premiums. The Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien

against the Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XI

CONDEMNATION

Section 1. Partial Taking Without Direct Effect on Lots. If part of the Property shall be taken or condemned by any authority having the power of eminent domain, such that no Lot is taken, all compensation and damages for and on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Lots, shall be paid to the Board of Directors in trust for all Owners and their Mortgagees according to the loss or damages to their respective interests in such Common Areas; provided, however, that all compensation and damages for and on account of taking of Piers or Boatslips shall be held in trust for all applicable Owners of Boat slip Lots and their Mortgagees according to the loss or damages their respective interest in such Piers or Boatslips. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot, hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Areas. Such proceeds shall be used to restore the Common Areas with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board of Directors, in its sole discretion. Nothing herein is to prevent Owners whose Lots are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Areas. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, the award shall be divided between affected Owners and the Association, as their interests may appear, by the Board of Directors in its sole discretion.

Section 2. Partial or Total Taking Directly Affecting Lots. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including specific easements assigned to any Lot) is taken, the Association shall have the right to act on behalf of the Owners with respect to Common Area as provided in Section 1 of this Article XI and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. All compensation and damages for and on account of the taking of any one or more of the Lots or improvements, fixtures or personal property thereon, shall be paid to the Owners of the affected Lots and their Mortgagees, as their interests may appear. If all of the Property shall be taken such that the Association no longer has reason to exist and shall thereafter be dissolved and/or liquidated, all

compensation and damages for and on account of the taking of the Common Areas shall be distributed with the other assets of the Association in accordance with the Articles of Incorporation.

Section 3. Notice to Mortgagees. A notice of any eminent domain or condemnation proceeding shall be sent to all Mortgagees who have served written notice upon the Association in accordance with Article X, Section 2 hereof.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. Declarant, being the developer of other subdivisions in the area of the Subdivision, wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners and the Association to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, during the term of this Declaration as set forth in Section 4 of this Article XII, as well as the Association or any Owner or Owners, shall have the right, but not the obligation, to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, covenant, reservation, lien or charge, either to restrain violation thereof or to recover damages therefor. Each Owner and the Declarant shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration and the Bylaws and any duly authorized rules and regulations governing the Development against the Association.

In addition, the Association hereby covenants and agrees that it shall exercise its power of enforcement hereunder in order to maintain a first class subdivision in appearance and quality, and that it shall, upon the request of Declarant, enforce any restriction, condition, covenant or reservation contained in this Declaration deemed by Declarant, in its sole discretion, to have been violated, using all remedies available to the Association at law or in equity. The Declarant hereby reserves the right and easement, but not the obligation, to go upon any portion of the Common Areas at any time in order to repair and maintain such Common Areas where needed, in Declarant's sole discretion, to bring such Common Areas within the standards required by Declarant. Should Declarant so go upon the Common Areas to perform maintenance and repairs for such purpose, the Association hereby agrees to reimburse Declarant in full for the cost of such maintenance and repairs, upon receipt of a statement for such cost from Declarant. Failure by Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. This Declaration may be amended at any time and from time to time by an agreement signed by Owners holding a majority of votes appurtenant to the Lots which are then

subject to this Declaration; provided, however, that such amendment must be consented to by Declarant so long as Declarant is the Owner of any Lot in the Development and is further provided that any Amendment affecting the Piers or Boatslips and any improvements located thereon must be approved of a vote of a majority of the votes appurtenant to the Boatslip Lots and must be consented to by Declarant so long as Declarant is the Owner of any Lot in the development. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Notwithstanding the foregoing, the consent of the Owners holding two-thirds (2/3) of each class of votes in the Association and the approval of Mortgagees holding Mortgages on Lots to which at least two-thirds (2/3) of each class of votes of the Association are appurtenant, plus the written consent of Declarant, shall be required to terminate the legal status of the Association, to withdraw land from the Development, to convey any portion of the Common Areas to any other party (except as specifically provided herein with respect to the Septic Easement Lots), to withdraw any portion of the Property from the requirements of this Declaration, or to restrict or revoke Declarant's right of enforcement hereunder provided for in Section 1 of this Article XII. The consent of the Owners having at least two-thirds (2/3) of each class of votes in the Association and the approval of Mortgagees holding Mortgages on Lots to which at least a majority of the votes are appurtenant shall be required to add or amend any material provision of this Declaration which establish, provide for, govern or regulate any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordinations of such liens;
- (c) reserves for maintenance, repair and replacement of the Common Areas;
- (d) insurance or fidelity bonds;
- (e) rights to use of the Common Areas;
- (f) responsibility for maintenance and repair of the Common Areas;
- (g) boundaries of any Lot;
- (h) the interest in the Common Areas;
- (i) convertibility of Lots into Common Areas or of Common Areas into Lots;
- (j) leasing of Lots;
- (k) imposition of any right of first refusal or similar restriction on the right of any Lot Owner to sell, transfer, or otherwise convey his or her Lot; and
- (l) any provisions which are for the express benefit of Mortgagees or insurers or guarantors of Mortgages.

An addition or amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. A Mortgagee who receives a request to approve non-material additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

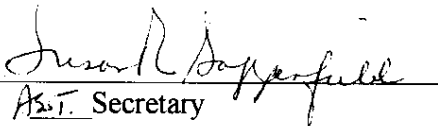
Notwithstanding anything in this Section 3 to the contrary, Declarant may, at Declarant's option, amend this Declaration without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause this Declaration to comply with the requirements of FHA, VA, the Federal National Mortgage Association or other similar agency.

Section 4. Term. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then-Owners of the Lots, plus Declarant, has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in Article VII, Section 1 of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity.

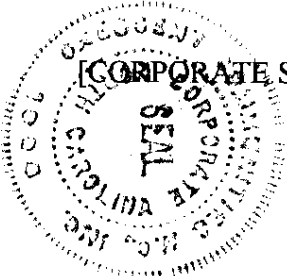
Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of Additional Property dedication of additional Common Areas and amendment of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, all the day and year first above written.

ATTEST:


Asst. Secretary

[CORPORATE SEAL]



CRESCENT COMMUNITIES N.C., INC. a North Carolina corporation

By: 

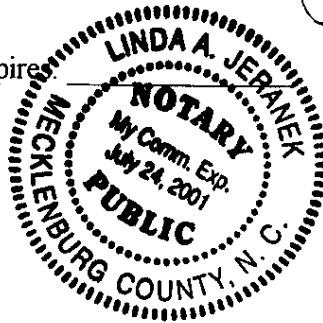
Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 16th day of November, 1999, personally came before me Stephen M. Schaefer, who being by me duly sworn says that he is Vice President of CRESCENT COMMUNITIES N.C., INC., a North Carolina corporation; and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed by him for and on behalf of said corporation by its authority duly given. And the said Vice President acknowledged said instrument to be the act and deed of said corporation.

Linda A. Jeranek
Notary Public

My Commission Expires:



The foregoing Certificate(s) of

Linda A. Jeranek

☒ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Brenda D. Bell

REGISTER OF DEEDS FOR

Iredell

COUNTY

By

Kay W. Miller

Deputy / Assistant-Register of Deeds.

EXHIBIT "A"
TO
DECLARATION
FOR
HAWKES BAY

ARTICLES OF INCORPORATION

OF

HAWKES BAY OWNERS ASSOCIATION, INC.
A NONPROFIT CORPORATION

The undersigned natural person of the age of eighteen (18) years or more does hereby make and acknowledge these Articles of Incorporation for the purpose of forming a nonprofit corporation under and by virtue of the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Nonprofit Corporation Act," and the several amendments thereto, and to that end does hereby set forth:

1. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Hawkes Bay, together with all supplements or amendments thereto (the "Declaration"), which Declaration shall be recorded in the Office of the Register of Deeds for Iredell County, North Carolina.

2. The name of the Corporation is HAWKES BAY HOMEOWNERS ASSOCIATION, INC. (the "Association").

3. The period of duration of the Association shall be perpetual.

4. The purposes for which the Association is organized are:

(a) to manage, maintain operate, care for and administer the Development, including, but not limited to, the Common Areas and Public Roads as more particularly set forth in the Declaration;

(b) to enforce the covenants, restrictions, easements, charges and liens as provided in the Declaration and to fix, levy, assess, collect, enforce and disburse the charges and assessments created under the Declaration, all in the manner set forth in and subject to the provisions of the Declaration;

(c) to exercise all powers and privileges and perform all duties and obligations of the Association as set forth in the Declaration;

(d) to do any and all other lawful things and acts that the Association from time to time, in its discretion, may deem to be for the benefit of the Development and the Owners and

inhabitants thereof or advisable, proper or convenient for the promotion of the peace, health, comfort, safety and general welfare of the owners and inhabitants thereof; and

(e) to exercise all powers provided in Chapter 55A of the General Statutes of North Carolina in furtherance of the above-stated purposes.

5. The Association is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or pay dividends. No part of the net assets or earnings of the Association shall inure to the benefit of any private individual, firm or corporation.

6. The Association shall have members which may be divided into such classes as shall be provided in the Bylaws. All members shall be accepted, appointed, elected or designated in the manner provided in the Bylaws.

7. The address of the initial/principal registered office of the Association is 400 South Tryon Street, Suite 1300, Charlotte, Mecklenburg County, North Carolina 28201, and the initial registered agent of the Association at such address is Stephen M. Schreiner.

8. The business and conduct of the Association shall be regulated by a Board of Directors who shall be elected in the manner and for the terms provided in the Bylaws. The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
Susan L. Foster	400 South Tryon Street, Suite 1300 Charlotte, North Carolina 28201
Stephen M. Schreiner	400 South Tryon Street, Suite 1300 Charlotte, North Carolina 28201
Leslie A. Lancaster	400 South Tryon Street, Suite 1300 Charlotte, North Carolina 28201

9. The incorporator of this Association is James G. Wallace, and his address is 1901 Roxborough Road, Suite 100, Charlotte, Mecklenburg County, North Carolina 28211.

10. In the event of a dissolution and/or liquidation of the Association, all of the residual assets of the Association shall be distributed to such organizations that are exempt under §501(c) (3) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code at the time of dissolution as shall in the judgment of the directors, be most likely to fulfill the purposes of the Association.

IN TESTIMONY WHEREOF, the undersigned has set his hand and seal, this _____ day of September, 1999.

James G. Wallace

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, _____, a Notary Public of the County and State aforesaid, certify that James G. Wallace personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of September, 1999.

Notary Public

My Commission Expires: _____

EXHIBIT "B"
TO
DECLARATION FOR HAWKES BAY

BYLAWS
OF
HAWKES BAY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation is HAWKES BAY HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 2. Location. The principal office of the Association shall be located in either Iredell County, North Carolina or Mecklenburg County, North Carolina. the registered office of the Association may be, but need not be, identical with the principal office.

Section 3. Purpose. The purpose for which the Association is organized is to further social activities of property owners of Lots in Hawkes Bay Subdivision located in Iredell County and in connection therewith to provide services to such property owners, manage and maintain the Common Areas and administer and enforce all covenants and restrictions dealing with the Property located in Hawkes Bay and any other purposes allowed by law.

ARTICLE II

DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Hawkes Bay executed by Crescent Resources, Inc., and duly recorded in the Office of the Register of Deeds for Iredell County, North Carolina, as the same may be supplemented and amended from time to time (the "Declaration").

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held in April or May of 1999, or on such other date as determined by a vote of the Board of Directors, and each subsequent regular annual meeting of the Members shall be held in April each year thereafter.

If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Place of Meetings. All meetings of the Members shall be held at such place, within Mecklenburg County, North Carolina or Iredell County, North Carolina, as shall be determined by the Board of Directors of the Association.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than thirty (30) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of 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 defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote for each Class A Lot owned. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant. Each Class B Lot shall entitle the Owner of said Lot to three (3) votes for each Class B Lot owned by it.

Section 6. Relinquishment of Control. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the number of votes in the Class A membership held by Owners occupying full-time homes in the Subdivision equals the total number of votes outstanding in the Class B membership and the Declarant surrenders its right to annex any Additional Property to the Property pursuant to these Bylaws; or

(b) upon the expiration of five (5) full years after the registration of this Declaration, unless Declarant, in its sole discretion, elects to convert the Class B Lots to Class A Lots at an earlier time.

Section 7. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one third (1/3) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. 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 his Lot.

Section 9. Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members.

Section 10. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members no notice shall be required and any business may be transacted at such meeting.

Section 11. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number. The business and affairs of the Association shall be managed by a Board of three directors, who need not be Members of the Association.

Section 2. Initial Directors. The initial directors shall be selected by the Declarant. Such initial directors shall serve at the election of the Declarant from the date upon which the Declaration

is recorded in the Office of the Clerk of Court of Iredell County until such time as their successors are duly elected and qualified.

The names of the persons who shall serve on the initial Board of Directors from the date upon which the Declaration is recorded in the Office of the Clerk of Court of Iredell County until such time as their successors are duly elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
Susan L. Foster	400 South Tryon Street, Suite 1300 Charlotte, North Carolina 28201
Stephen M. Schreiner	400 South Tryon Street, Suite 1300 Charlotte, North Carolina 28201
Leslie A. Lancaster	400 South Tryon Street, Suite 1300 Charlotte, North Carolina 28201

Section 3. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the first meeting of the Members. After the first election of directors, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4. Election. Except as provided in Section 6 of this Article IV, Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Term of Office. Each director shall hold office for the term for which he was elected, or until his death, resignation, retirement, removal, disqualification or until his successor is elected and qualified. At the first annual meeting of the Members, the Members shall elect one (1) member of the Board of Directors for a term of three (3) years, who shall be the person receiving the largest number of votes, one (1) Member of the Board of Directors for a term of two (2) years, who shall be the person receiving the second largest number of votes, and one (1) Member of the Board of Directors for a term of one (1) year, who shall be the person receiving the third largest member of votes. At all annual elections thereafter, a director shall be elected by the Members to succeed that

director whose term then expires. Nothing herein contained shall be construed to prevent the election of a director to succeed himself.

Section 6. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 7. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board of Directors shall be held on a regular basis as often as the Board sees fit, but no less often than annually, on such days and at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

Section 4. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 6. Liability of the Board. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, including but not limited to, the Street lights (to be leased from Duke Power Company), Public Roads (prior to acceptance by governmental authorities for maintenance), Entrance Monuments, Lake Access Lot, Parking Area and Septic Easement Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member, including the rights to use the Amenity Area (and all improvements thereon) and Lake Access Lot (and all improvements located thereon), during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice of hearings for a period not to exceed sixty days for inaction 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 membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;

(f) employ attorneys to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under and across the Common Areas without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Property;

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient;

(i) do anything necessary or desirable, including, but not limited to, establishing any rules or regulations which the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law;

(j) enforce the provisions of the Declaration and any one or more Amendment or Supplementary Declaration and any rules or regulations made hereunder or thereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions, rules or regulations pursuant to the provisions of the Declaration; and

(k) to levy assessments as more particularly set forth in the Declaration.

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

(a) cause to be kept 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 statement is requested in writing by Members entitled to at least one-third (1/3) of the votes appurtenant to the Lots;

(b) supervise all officers, agents and employees of the 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, Supplemental Special and Special Individual Assessments, as defined in the Declaration, against each Lot at least thirty (30) days before January 1 of each fiscal year;

(2) Send written notice of each assessment to every Owner subject thereto before its due date and before January 1 of each year;

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment);

(e) procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association, and to divide appropriate portions of such related costs between the applicable assessments described in the Declaration;

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

(g) cause the Common Areas to be maintained, and if damaged, to repair or replace such Common Areas (and any improvements located thereon) as they see fit.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may elect from time to time by resolution create.

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

Section 3. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

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

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

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 Article VII hereof.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 9. Duties. The duties of the officers are as follows:

President

(a) The President shall be the principal executive officer of the Associations and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE VIII

COMMITTEES

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

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual, Supplemental Annual, Special and Special Individual Assessments, , as defined in the Declaration. Any assessments which are not paid when due shall be delinquent. If an assessment is not paid by its due date, as set forth in the Declaration, the assessment shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less, plus such late charge as may be established by the Board, and the Association may bring an action at law against the Member personally obligated to pay the same. The late charges, costs of collection and reasonable attorneys' fees related to any such action shall be added to the amount of such assessment, all in accordance with the provisions of the Declaration. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words HAWKES BAY HOMEOWNERS ASSOCIATION, INC.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of at least two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present in person or by proxy except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Notwithstanding anything in this Section 1 to the contrary, the Class B Member may at its option amend these Bylaws without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause these Bylaws to comply with the requirements of the FHA, VA, Federal National Mortgage Association or similar agency.

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

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIV

INDEMNIFICATION OF DIRECTORS, AND OFFICERS

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint

venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (j) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article XIV, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable State or Federal law.

EXHIBIT "C"

TO DECLARATION FOR HAWKES BAY

EROSION CONTROL
(Page 1 of 4)

Each Owner and Approved Builder shall be responsible for causing the following minimum erosion control practices to be implemented and maintained throughout the course of all earth-disturbing operations until the time of final seeding:

a. Roadway and Homesite Construction Entrance

Prior to the start of any earth-disturbing operation, a stone construction entrance shall be installed on the building site (the "Construction Entrance"). The Construction Entrance shall: (i) if possible, be installed in the same location as the proposed driveway so as to minimize the amount of disturbed area; (ii) extend a minimum of 50 feet from an existing roadway; and (iii) be installed, preserved and replaced, if necessary, in accordance with the standards more particularly set forth on page 2 of this Exhibit C.

b. Silt Control Devices

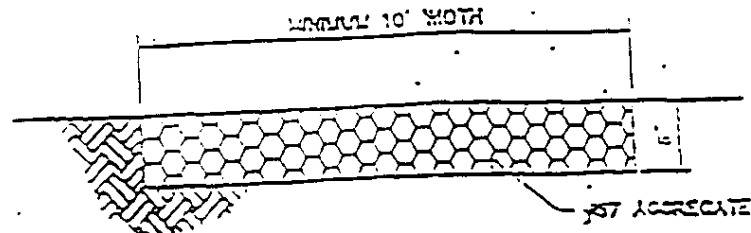
Prior to the start of any earth-disturbing operation, a diversion ditch and rock check dam shall be constructed and maintained on the building site (collectively "Silt Control Devices"). The Silt Control Devices shall be located at the boundary of the estimated disturbed area as set forth more particularly on page 3 of this Exhibit C and shall be constructed, preserved and replaced, if necessary, in accordance with the standards set forth on page 4 of this Exhibit C.

EXHIBIT "C"

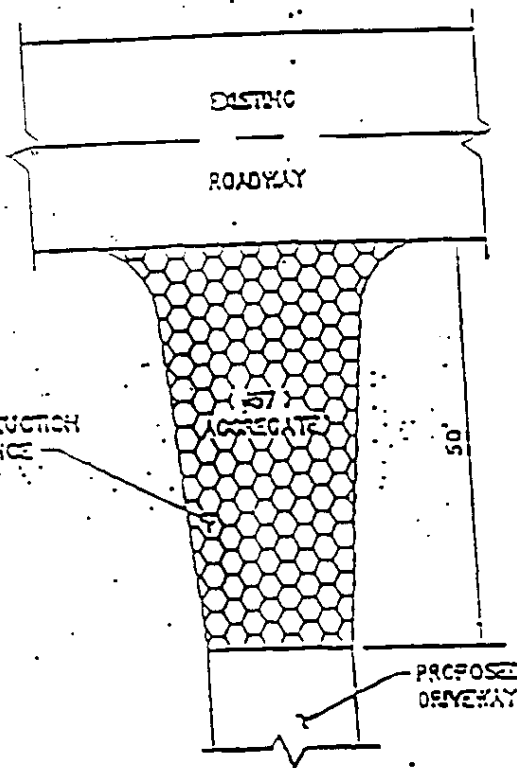
TO DECLARATION FOR HAWKES BAY

EROSION CONTROL

(Page 2 of 4)



ELEVATION VIEW



PLAN VIEW

ROADWAY AND HOMESITE
CONSTRUCTION ENTRANCE DETAIL

H. T. S.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

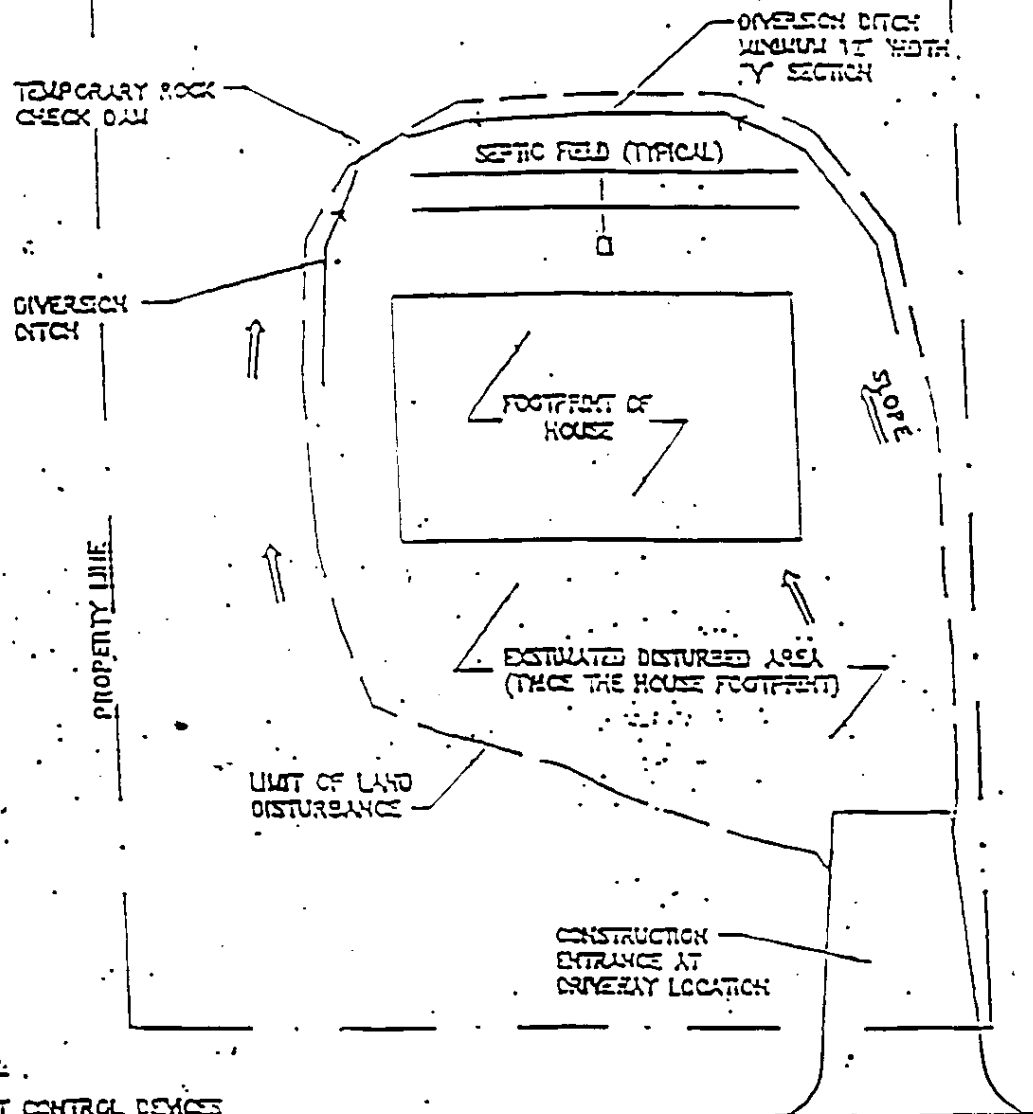
CRESCENT RESOURCES

INC

P.O. BOX 1003
CHARLOTTE, NC 28201

PROJECT

EROSION CONTROL
(Page 3 of 4)



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

NOTES:

1. Silt control devices to remain in place up to time of final seeding.
2. ON WATERFRONT LOTS, ALL SEDIMENT CONTROL DEVICES ARE NOT TO ENCRoACH ON 50 FT WATERFRONT SETBACK.

TYPICAL EROSION CONTROL MEASURES
FOR INDIVIDUAL HOMESITES

H. T. S.

CRESCENT RESOURCES
INC

P.O. BOX 1003
CHARLOTTE, NC 28201

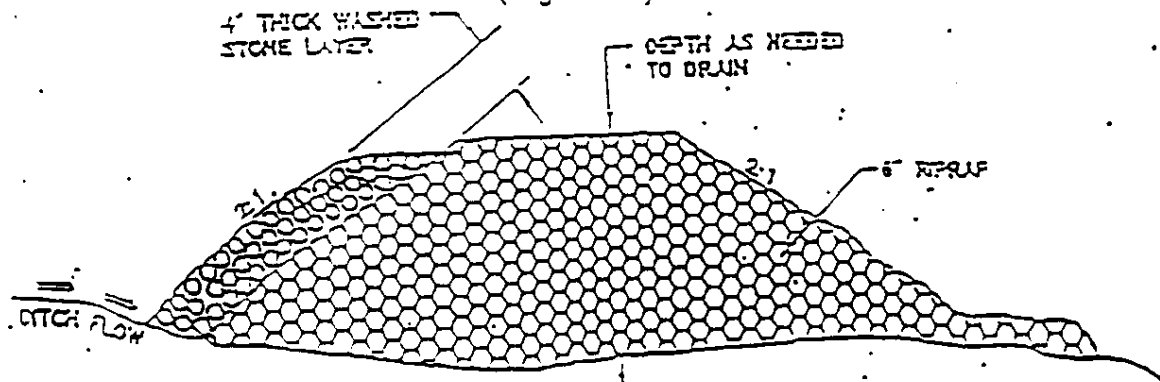
PROJECT

EXHIBIT "C"

TO DECLARATION FOR HAWKES BAY

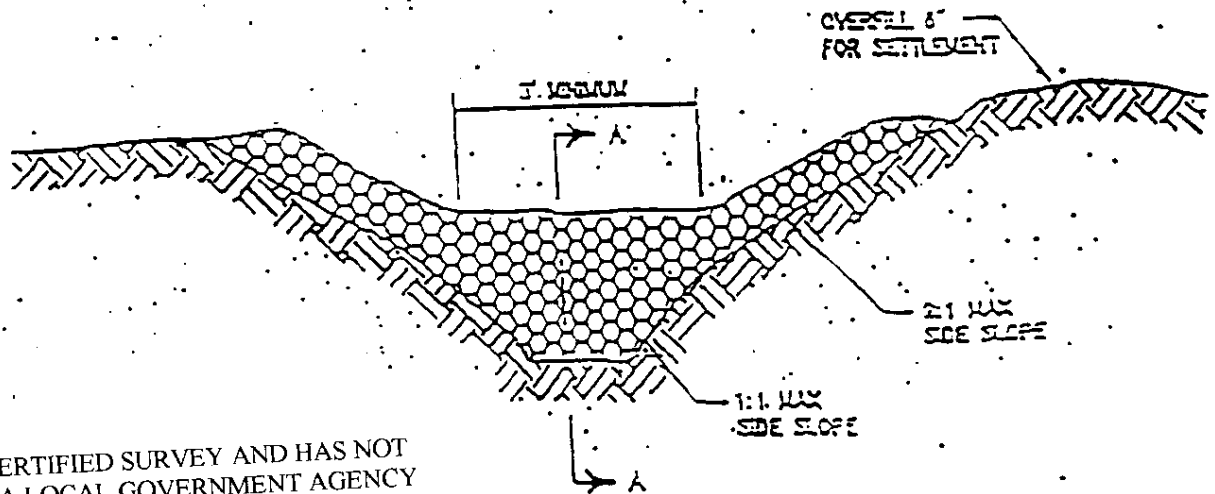
EROSION CONTROL

(Page 4 of 4)



SECTION A-A

N. T. S.



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

DITCH SECTION

N. T. S.

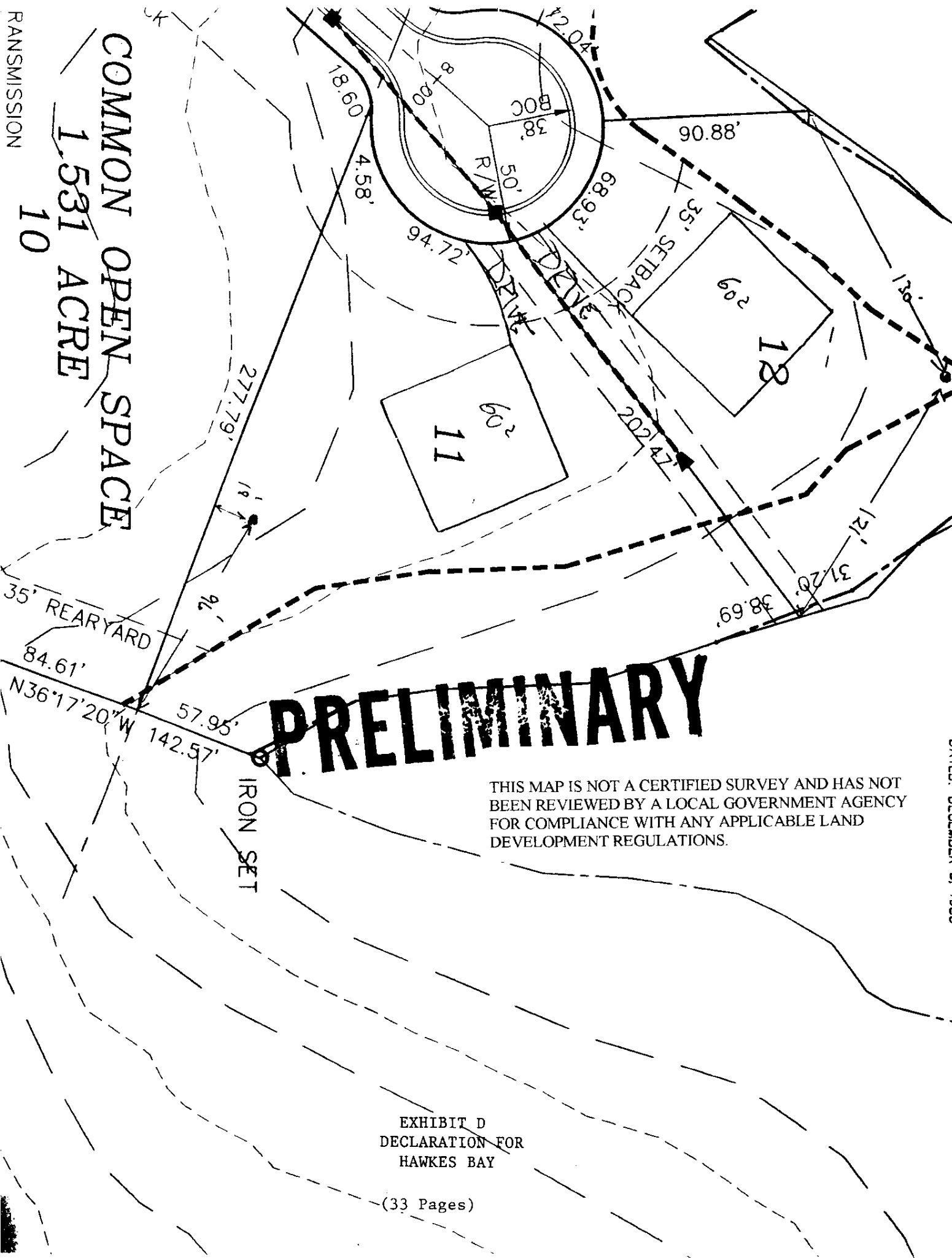
ROCK CHECK DAM

CRESCENT RESOURCES
INC

PROJECT

TRANSMISSION

COMMON OPEN SPACE
1.531 ACRE
10



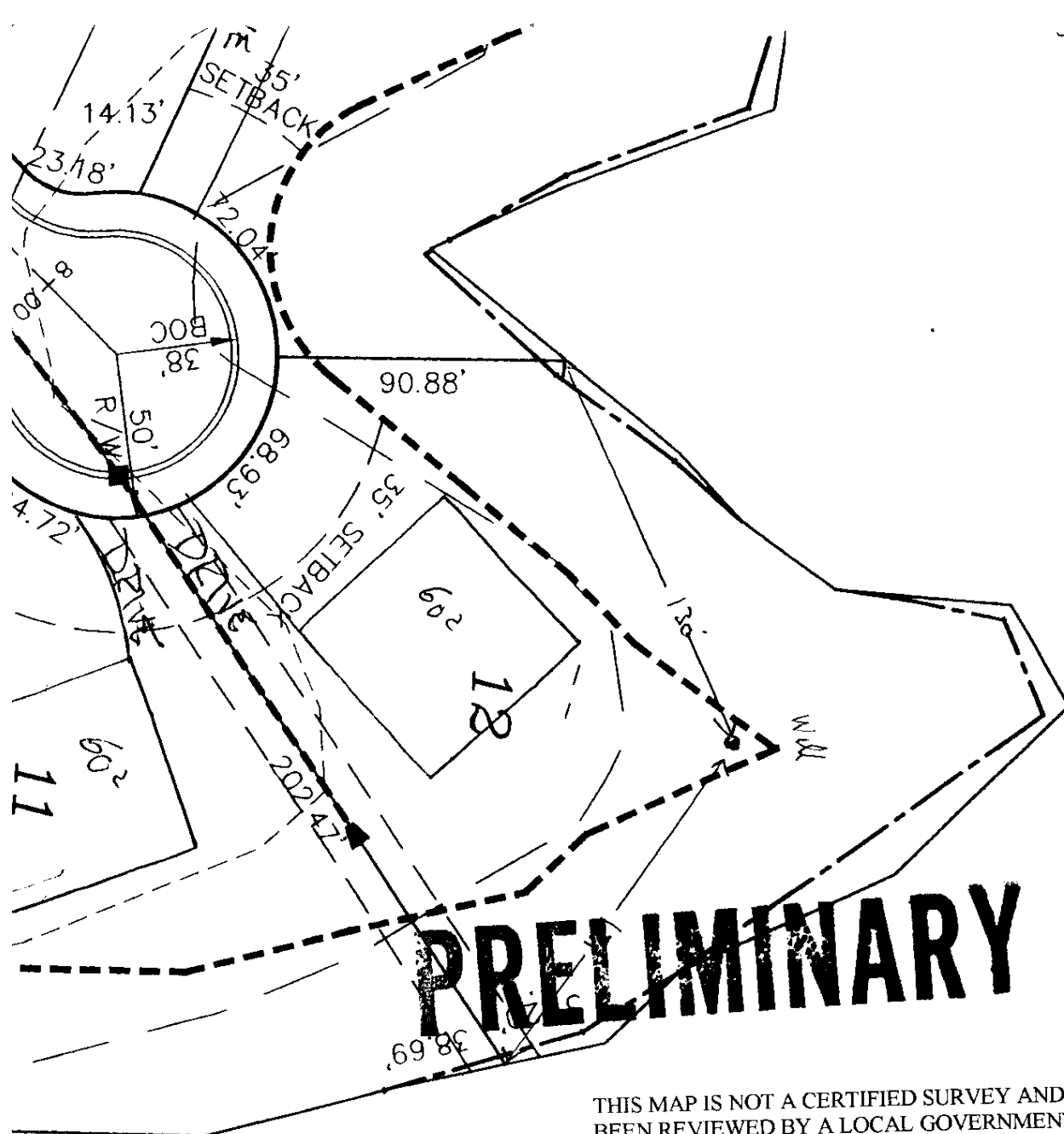
PRELIMINARY

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

DATE: DECEMBER 11, 1980

EXHIBIT D
DECLARATION FOR
HAWKES BAY

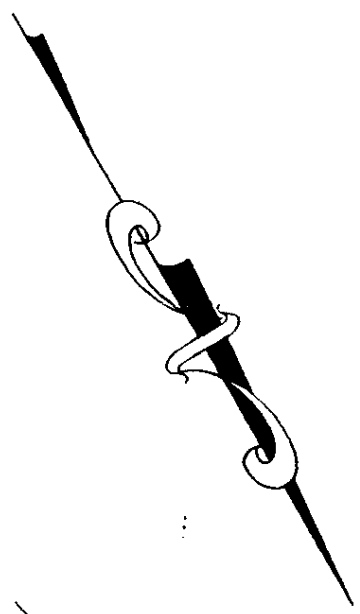
(33 Pages)



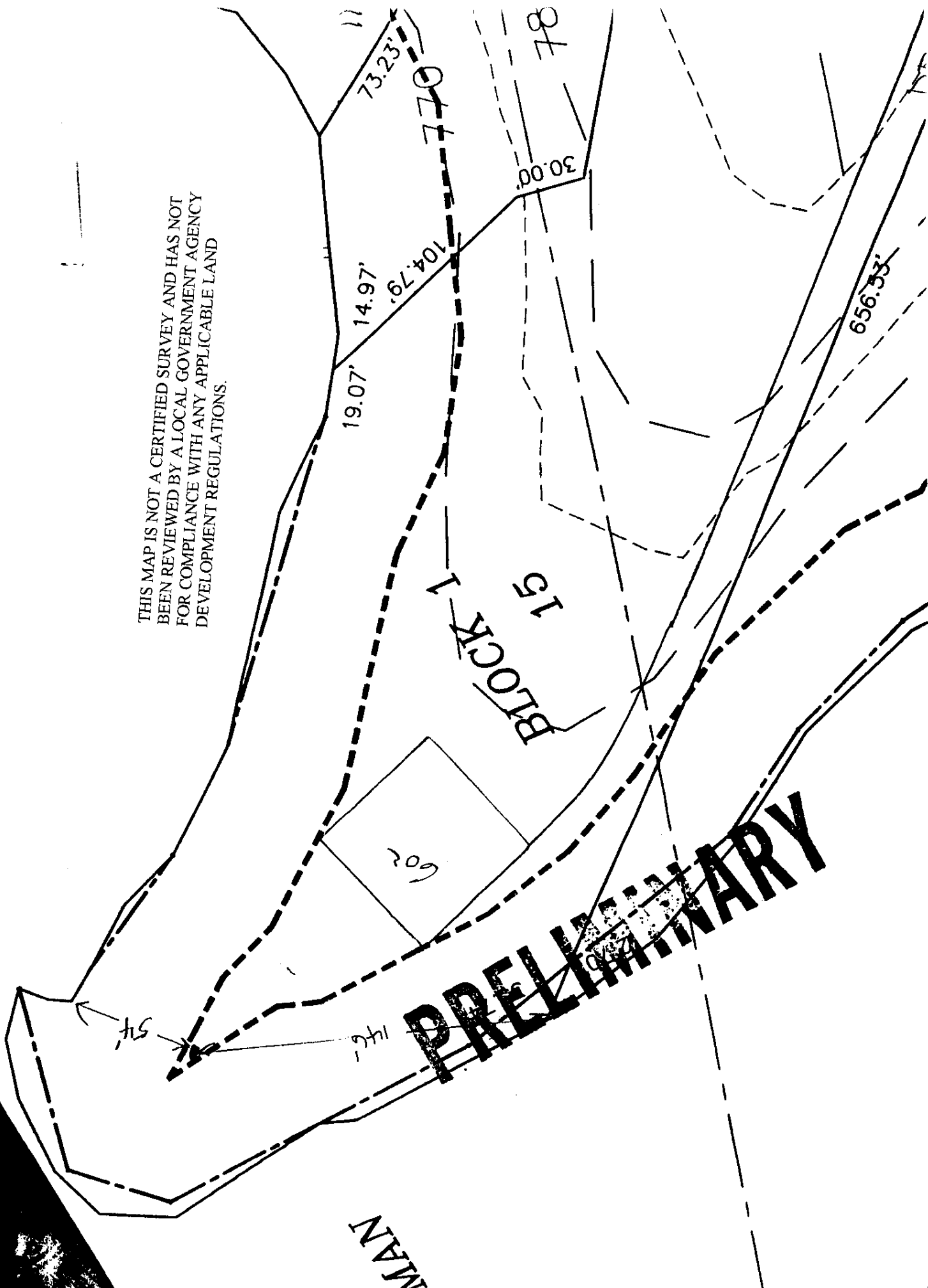
PRELIMINARY

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

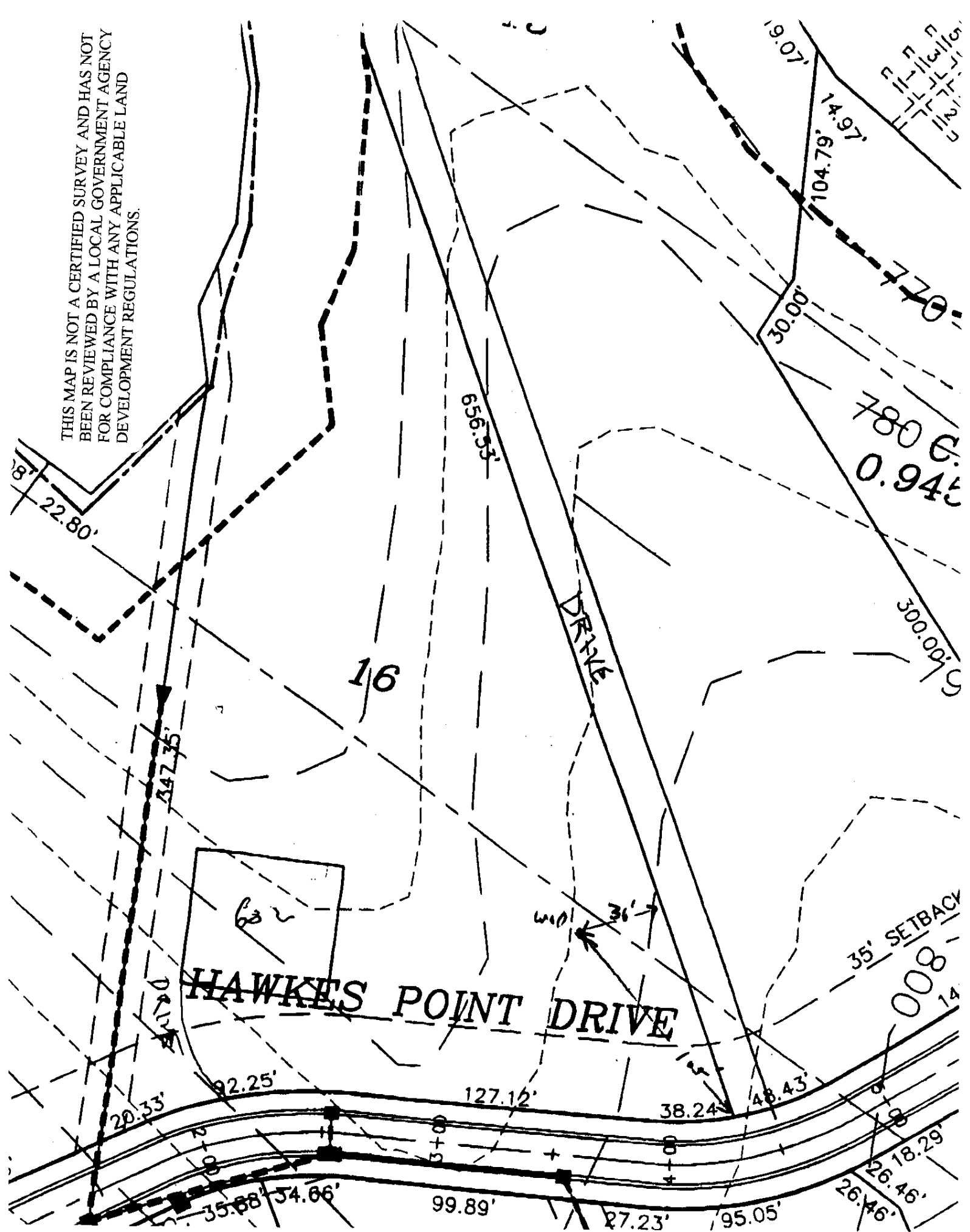
BEARINGS BASED ON
PLAT BOOK 17 PAGE 54
DATED: DECEMBER 8, 1985



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT
BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY
FOR COMPLIANCE WITH ANY APPLICABLE LAND
DEVELOPMENT REGULATIONS.

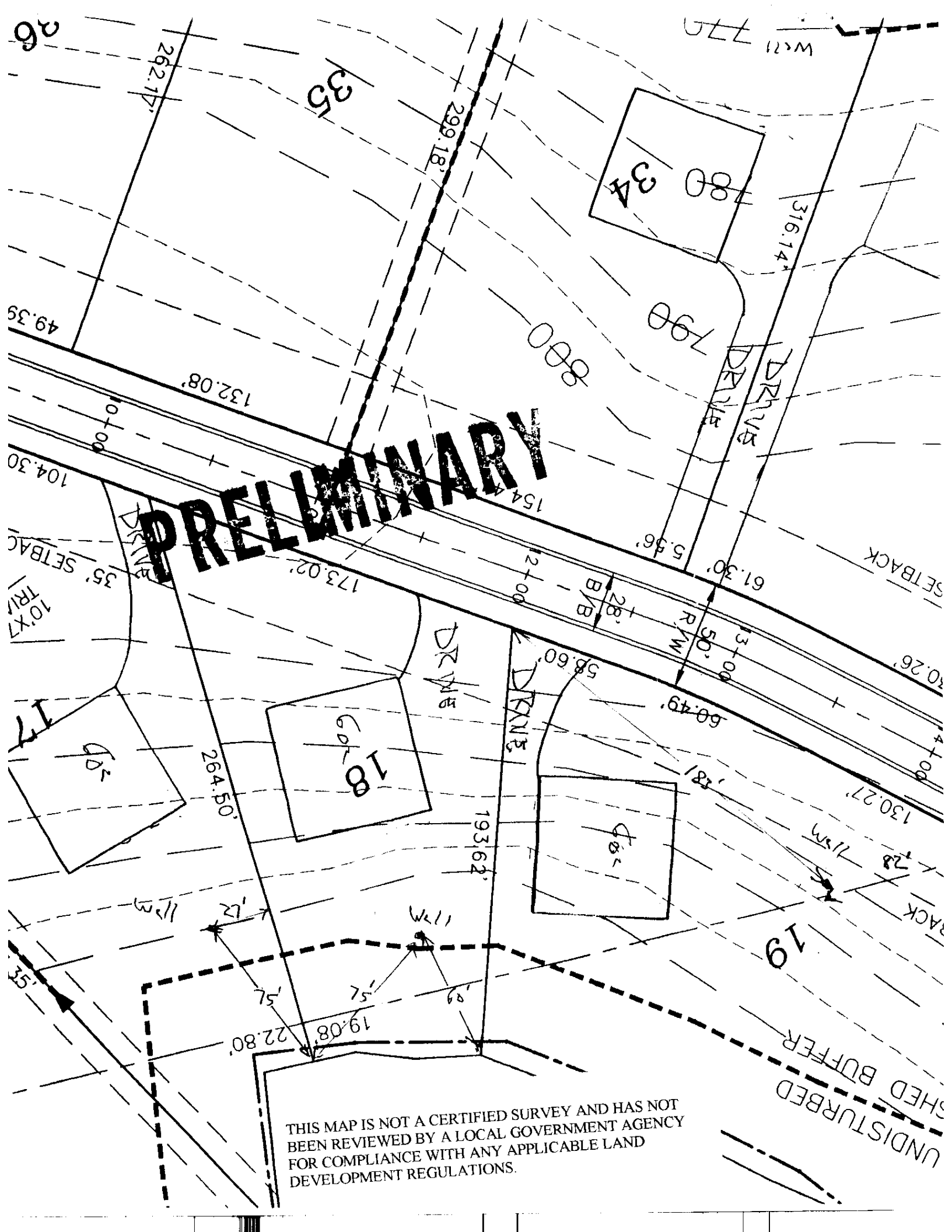


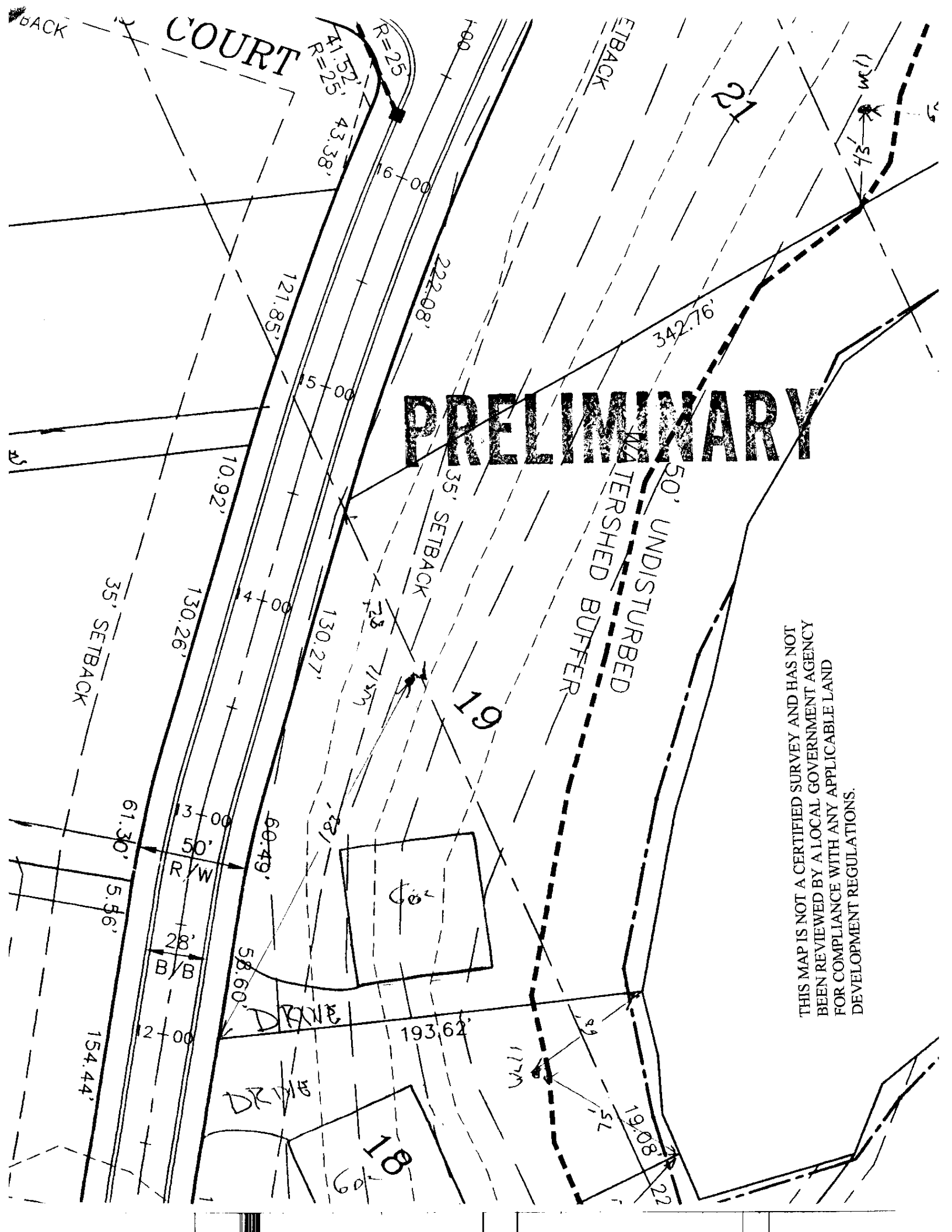
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT
BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY
FOR COMPLIANCE WITH ANY APPLICABLE LAND
DEVELOPMENT REGULATIONS.



PRELIMINARY

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

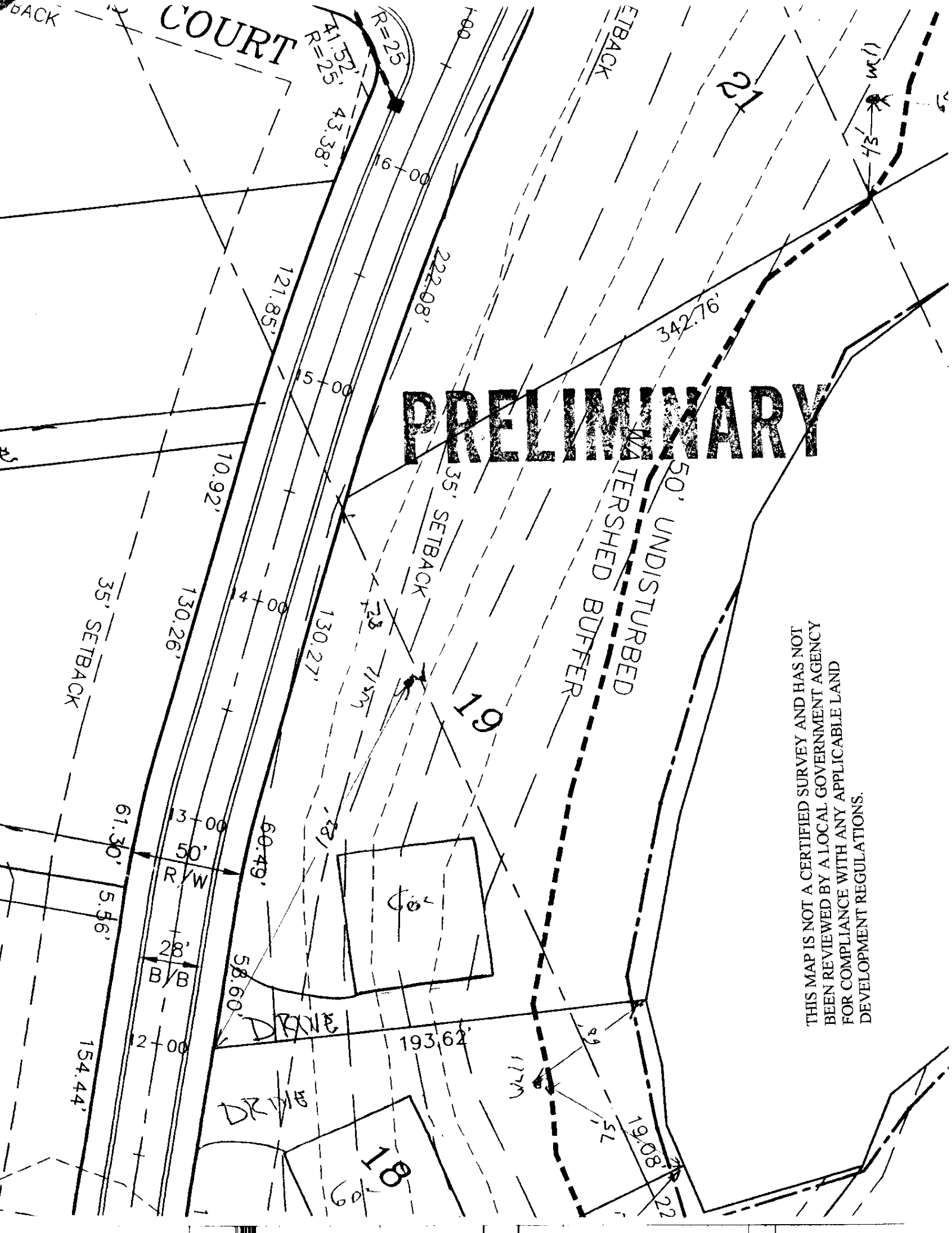
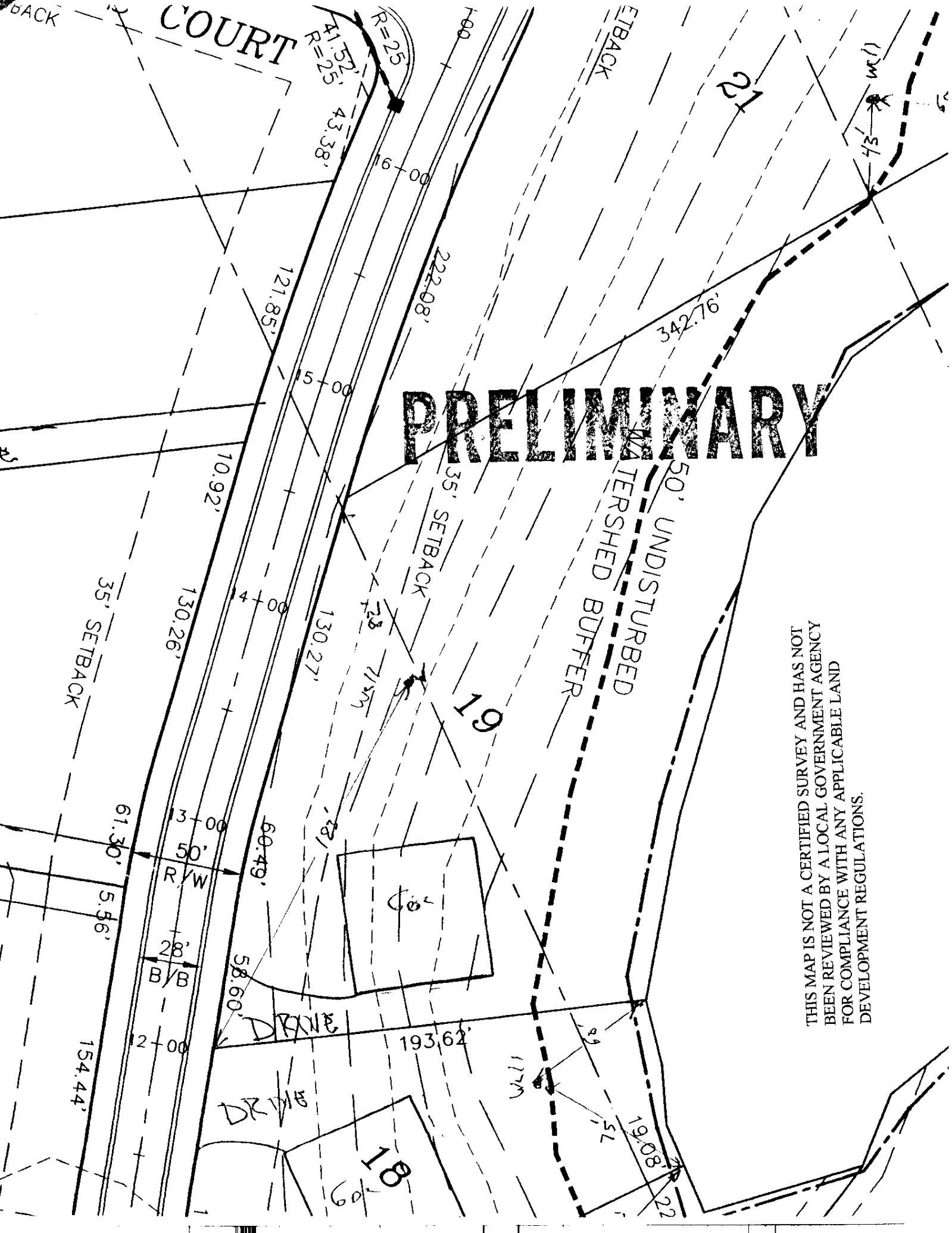


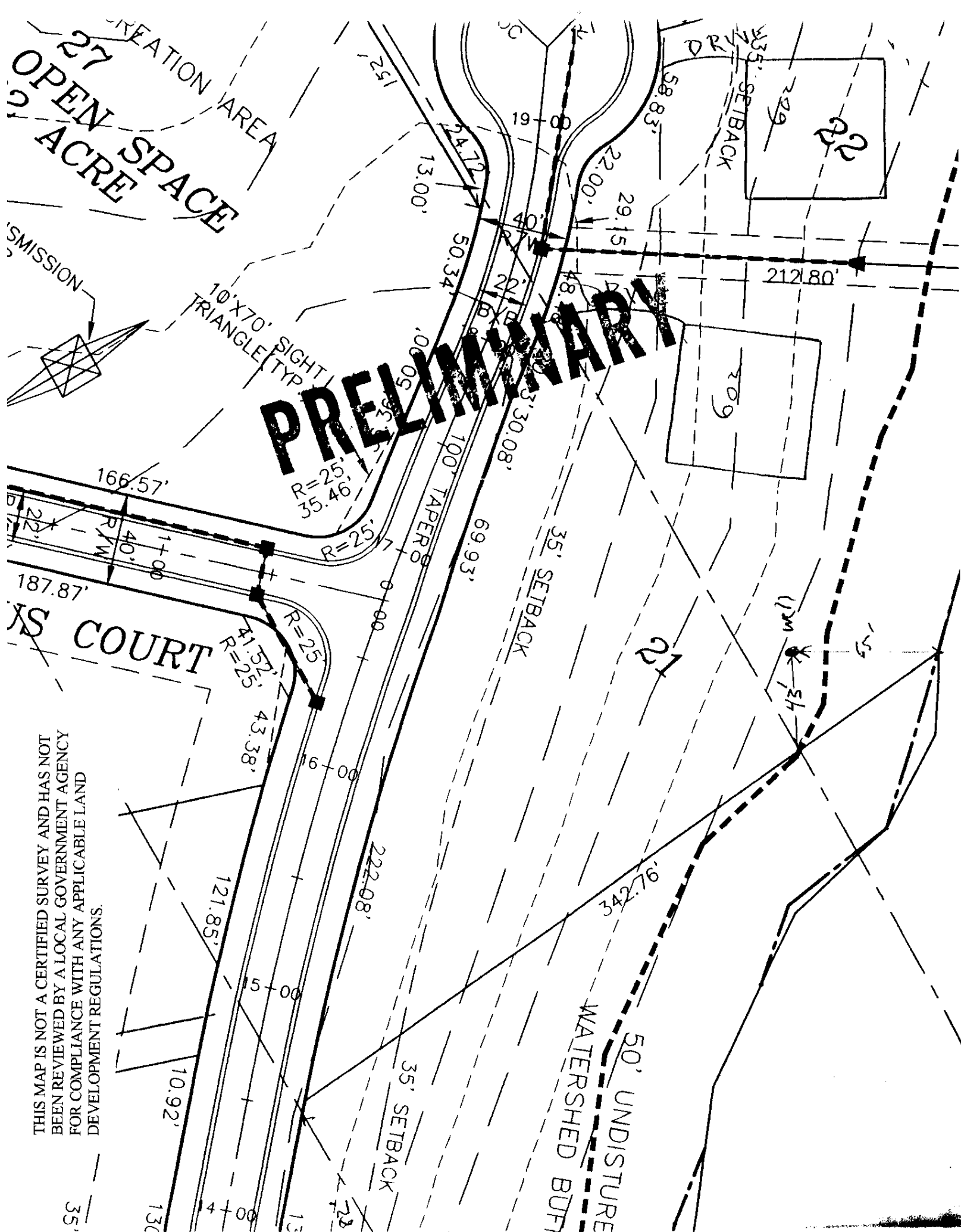


COURT

PRELIMINARY

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.





PRELIMINARY

27 ACRES OPEN SPACE

SMISSION

S COURT

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

10'x70' SIGHT TRIANGLE

R=25'
35.46'

R=25'

R=25'
41.57'

43.38'

35' SETBACK

35' SETBACK

50' UNDISTURBED WATERSHED BUF

35' SETBACK

DRIVE

212.80'

342.76'

10.92'

121.85'

222.08'

69.93'

100' TAPER

106.05'

50.34'

13.00'

24.72'

19'

22.00'

29.15'

58.83'

229

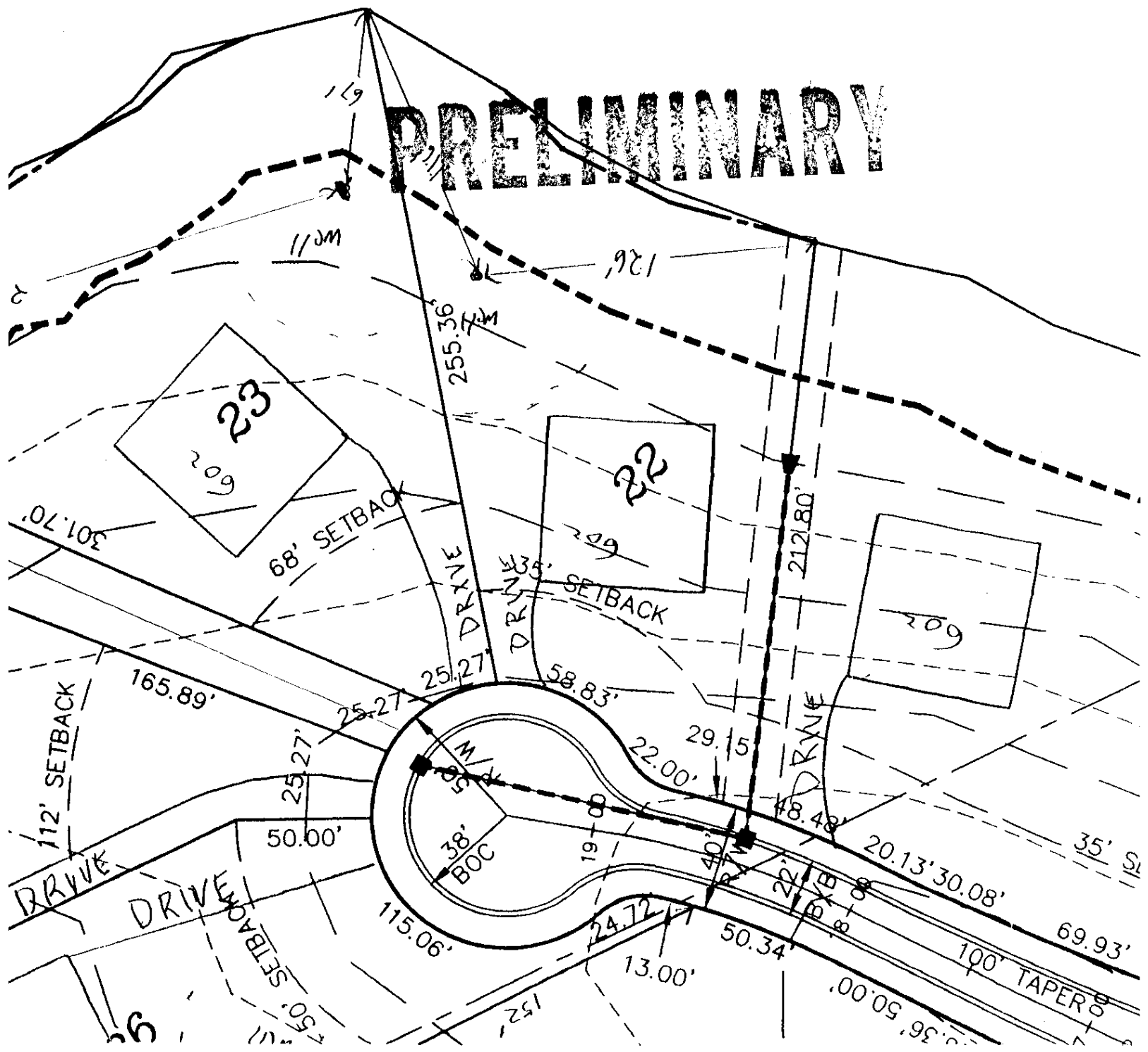
209

27

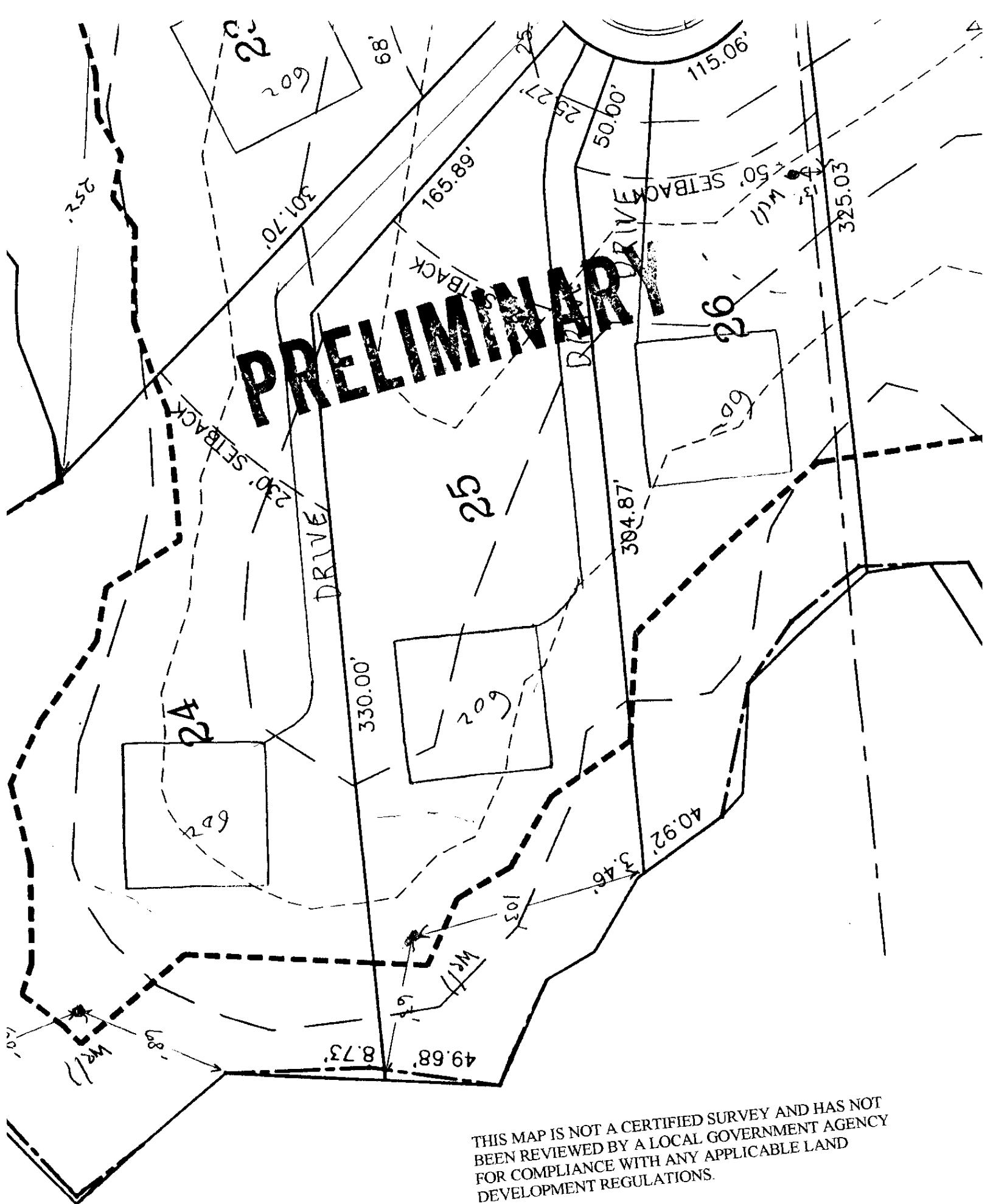
121.54'

22

PRELIMINARY



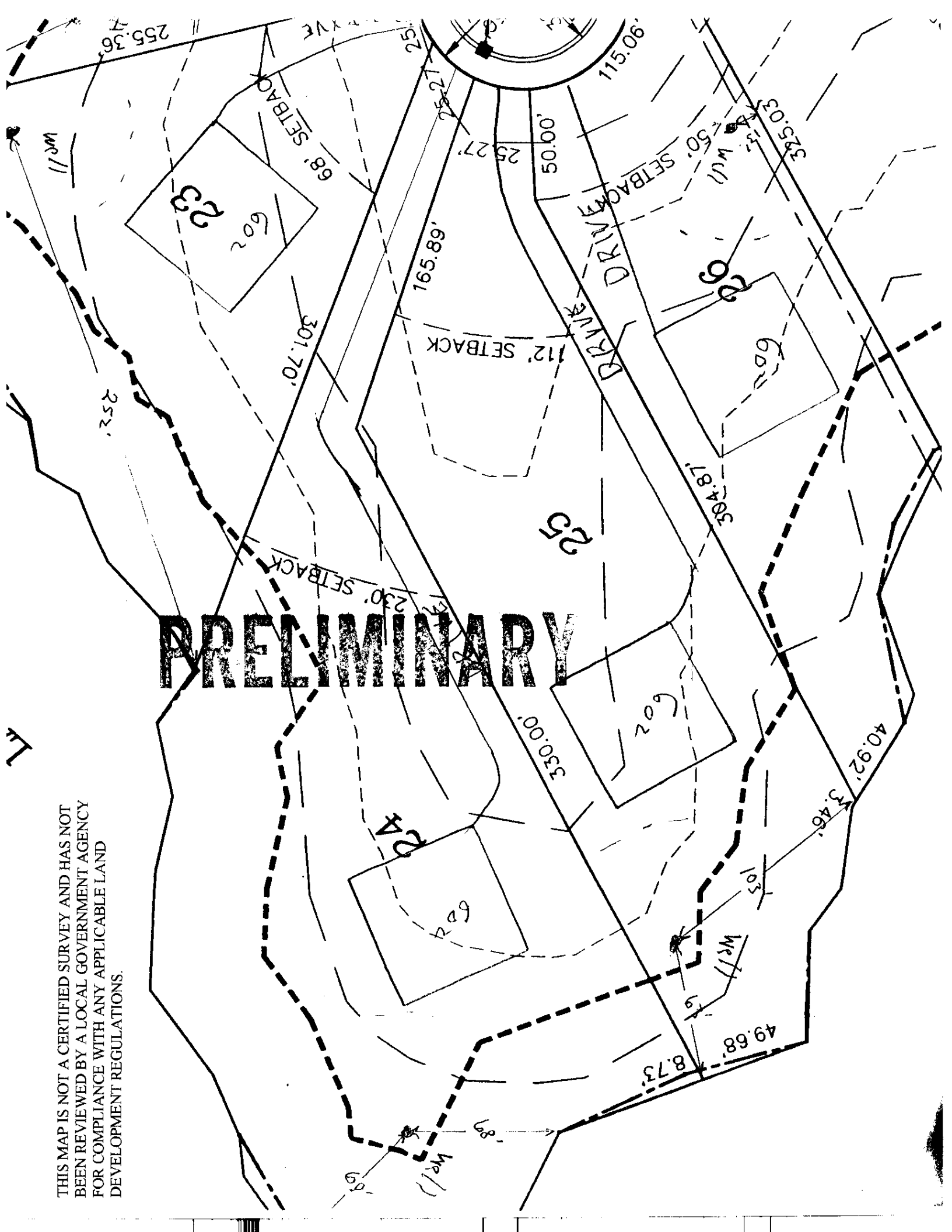
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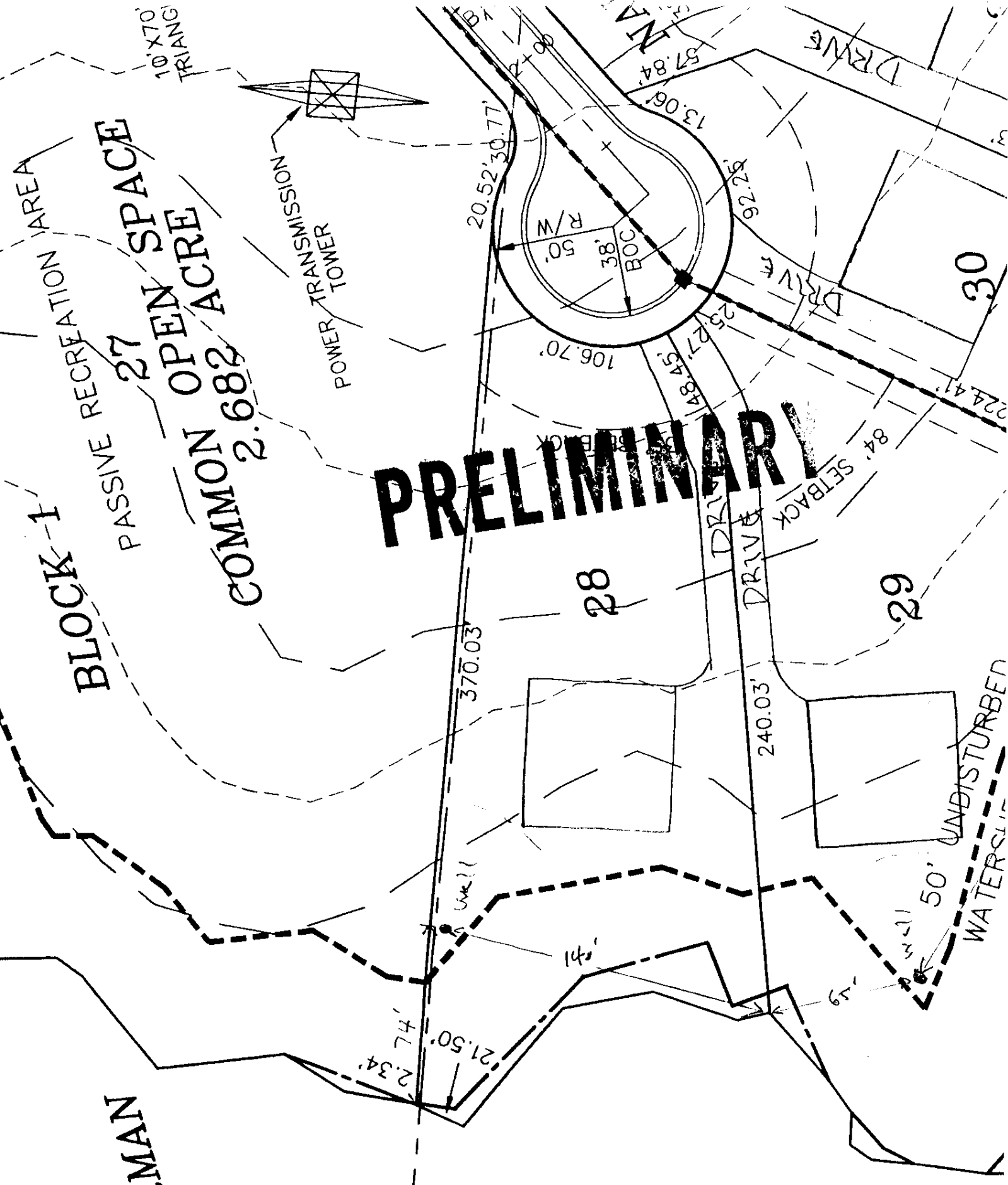


THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT
BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY
FOR COMPLIANCE WITH ANY APPLICABLE LAND
DEVELOPMENT REGULATIONS.

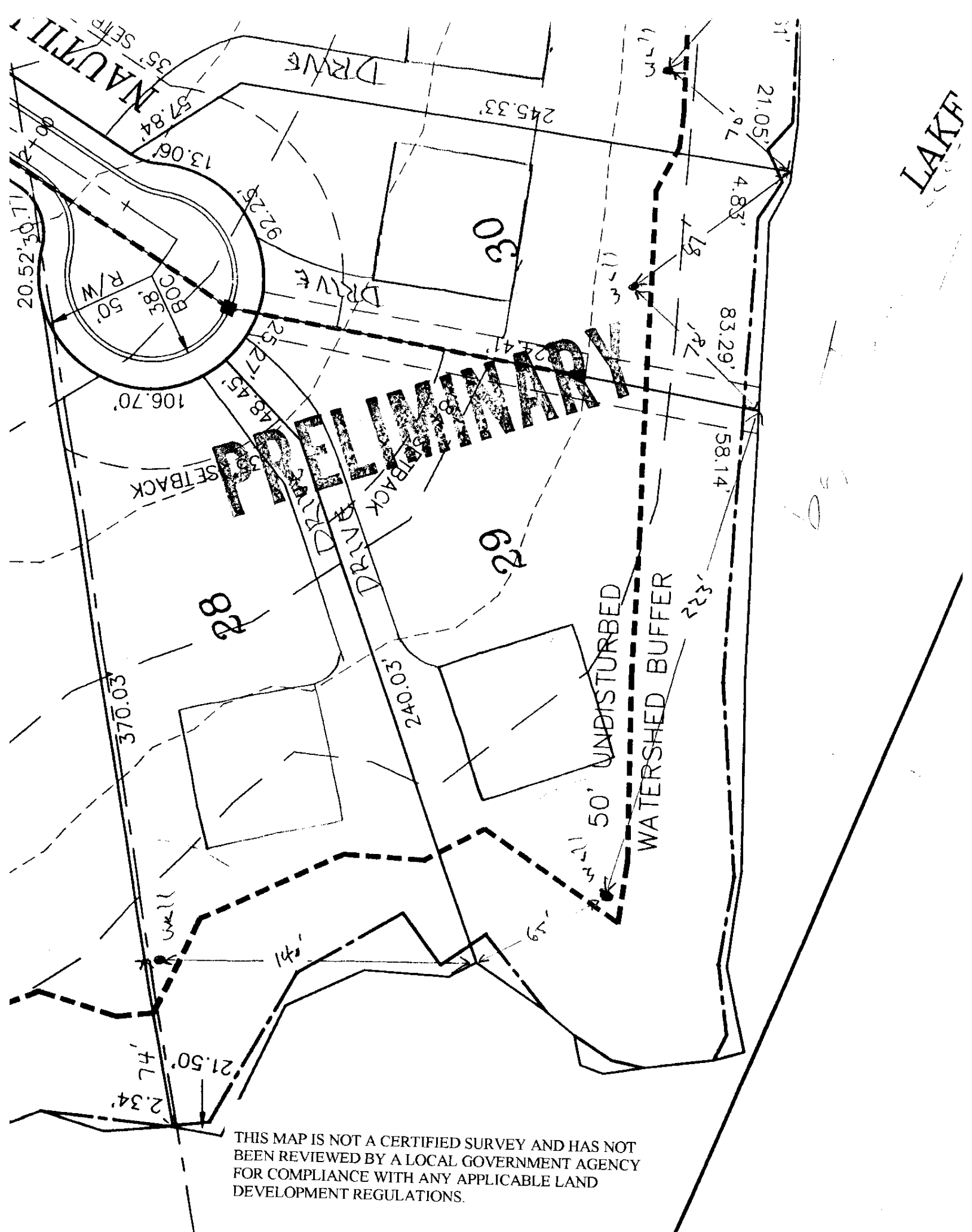
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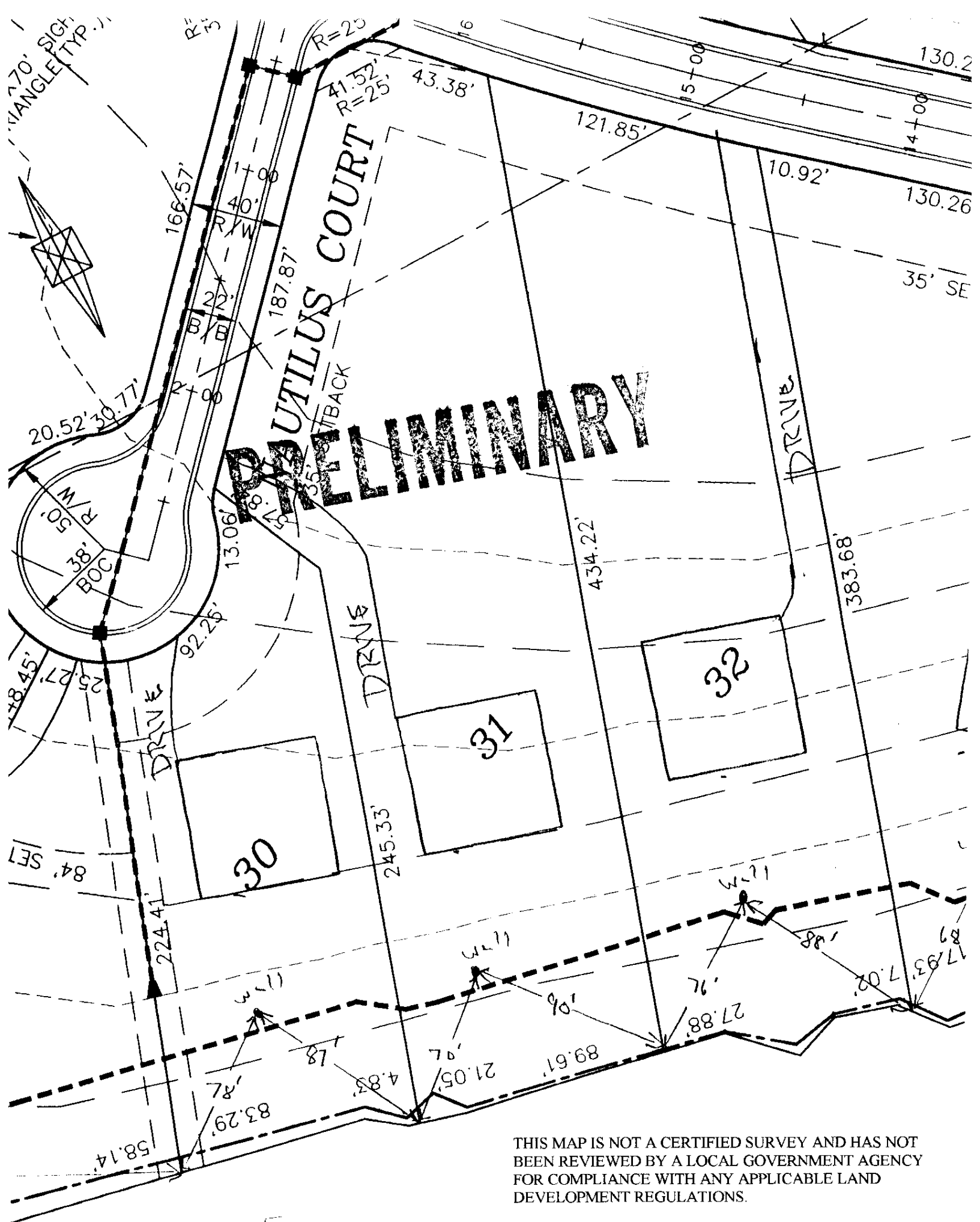


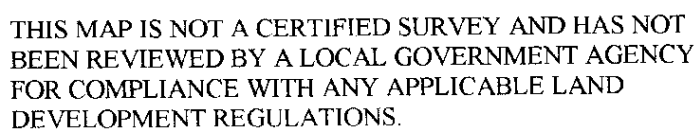


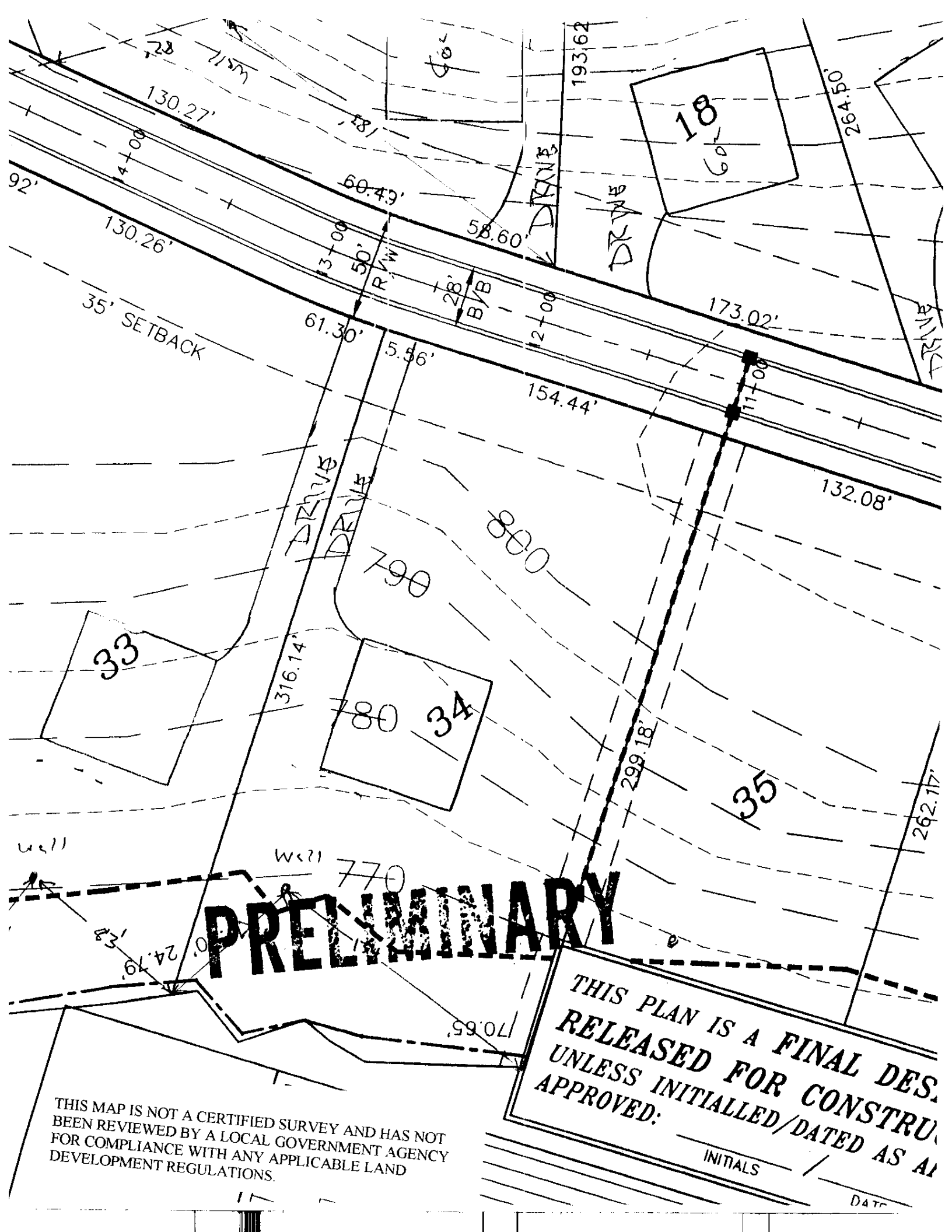
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THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.









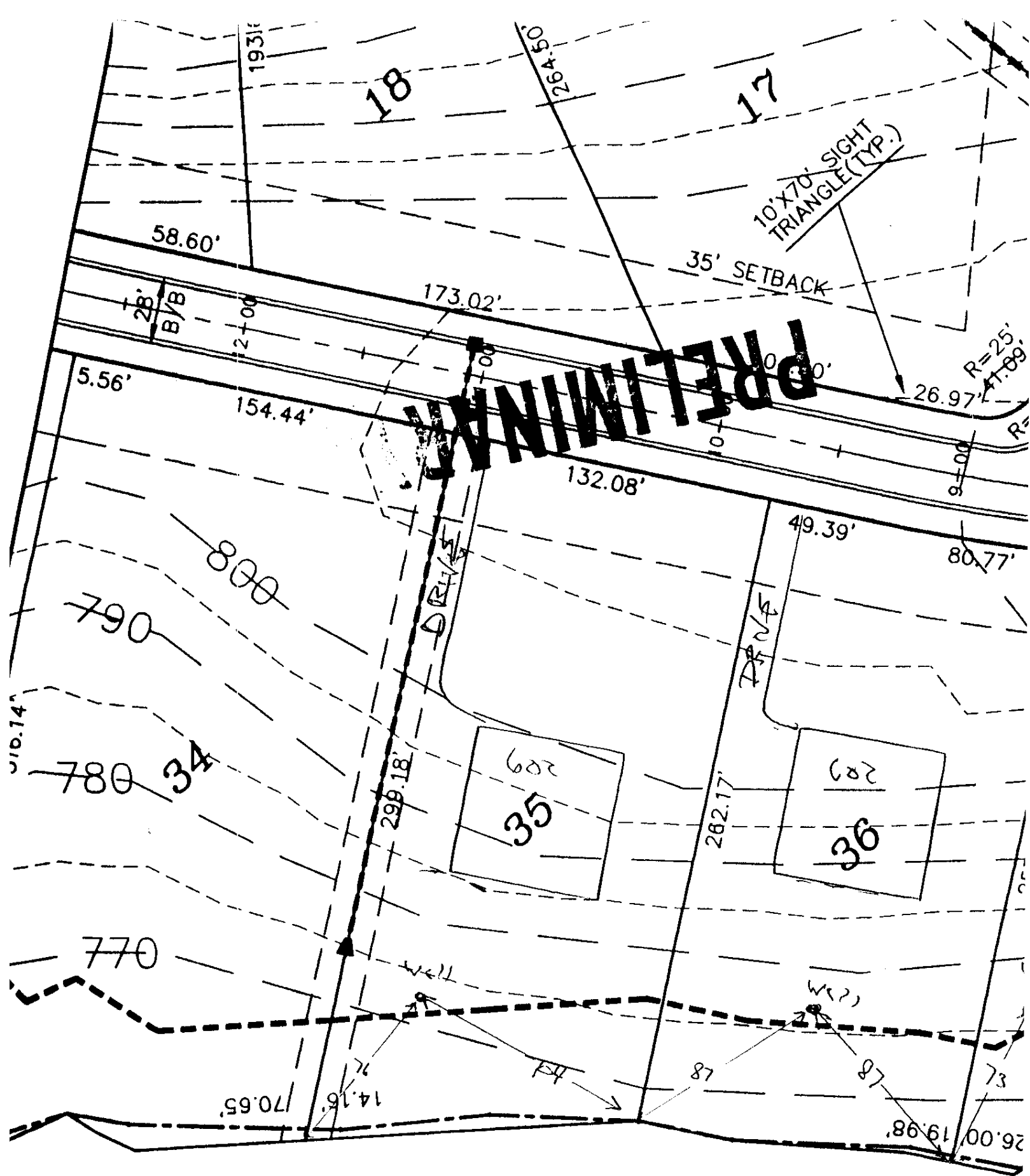
PRELIMINARY

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THIS PLAN IS A FINAL DESIGN
RELEASED FOR CONSTRUCTION
UNLESS INITIALED/DATED AS APPROVED:

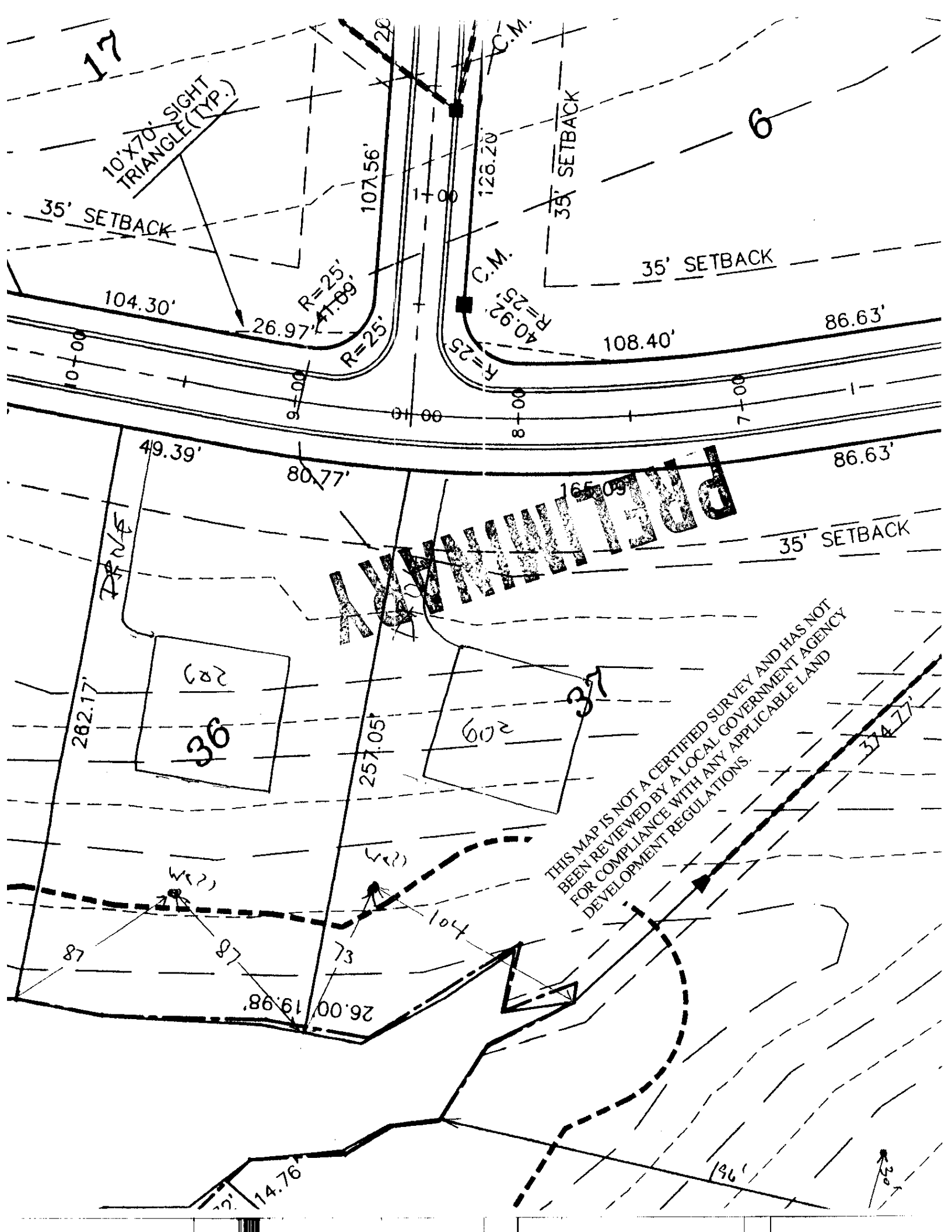
INITIALS

DATE



LAKE NORMAN

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10'x70' SIGHT TRIANGLE (TYP.)

35' SETBACK

104.30'

26.97'

R=25'

107.56'

126.20'

35' SETBACK

35' SETBACK

108.40'

86.63'

49.39'

80.77'

165.09'

86.63'

35' SETBACK

PROHIBITED

282.17'

257.05'

104'

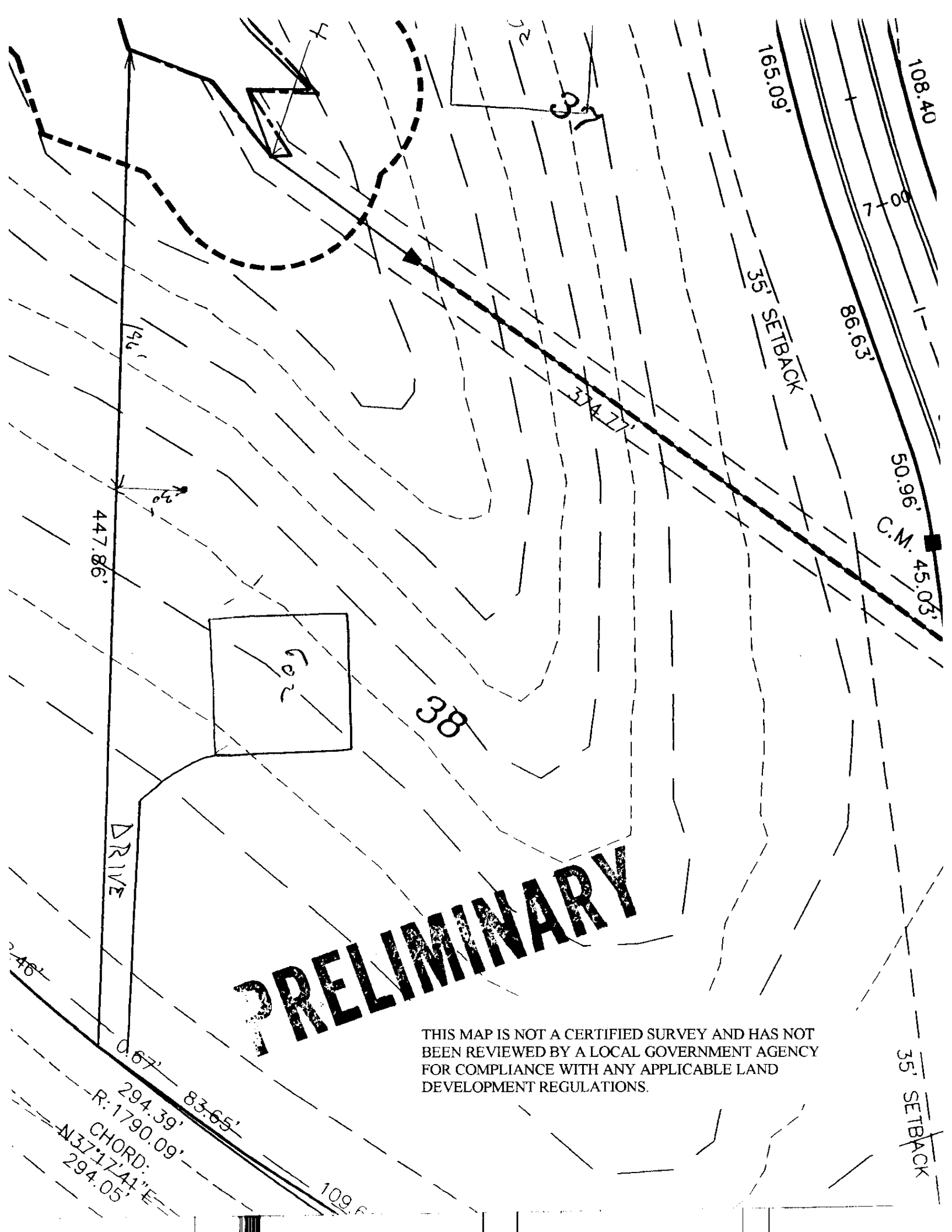
19.98'

14.76'

374.77'

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

30'



PRELIMINARY

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40 209

39 209

DRIVE
DRIVE

382.40'

447.86'

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT
BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY
FOR COMPLIANCE WITH ANY APPLICABLE LAND
DEVELOPMENT REGULATIONS.

130.27'
212.69'
R: 968.08'
CHORD:
N48°11'03"E
212.28'

82.42'

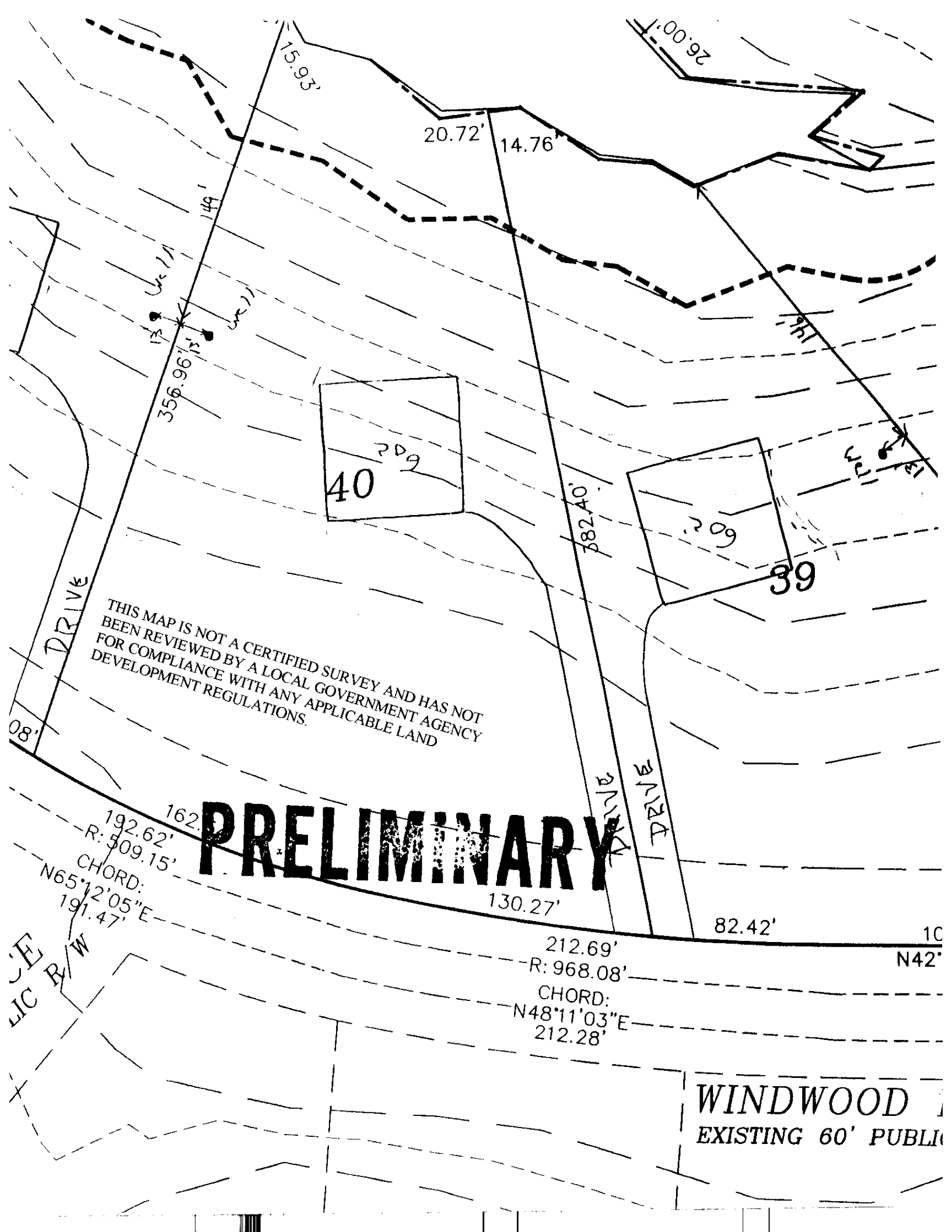
107.64'
N42°00'21"E

WINDWOOD LA
EXISTING 60' PUBLIC R/W

PRELIMINARY

LOT 835

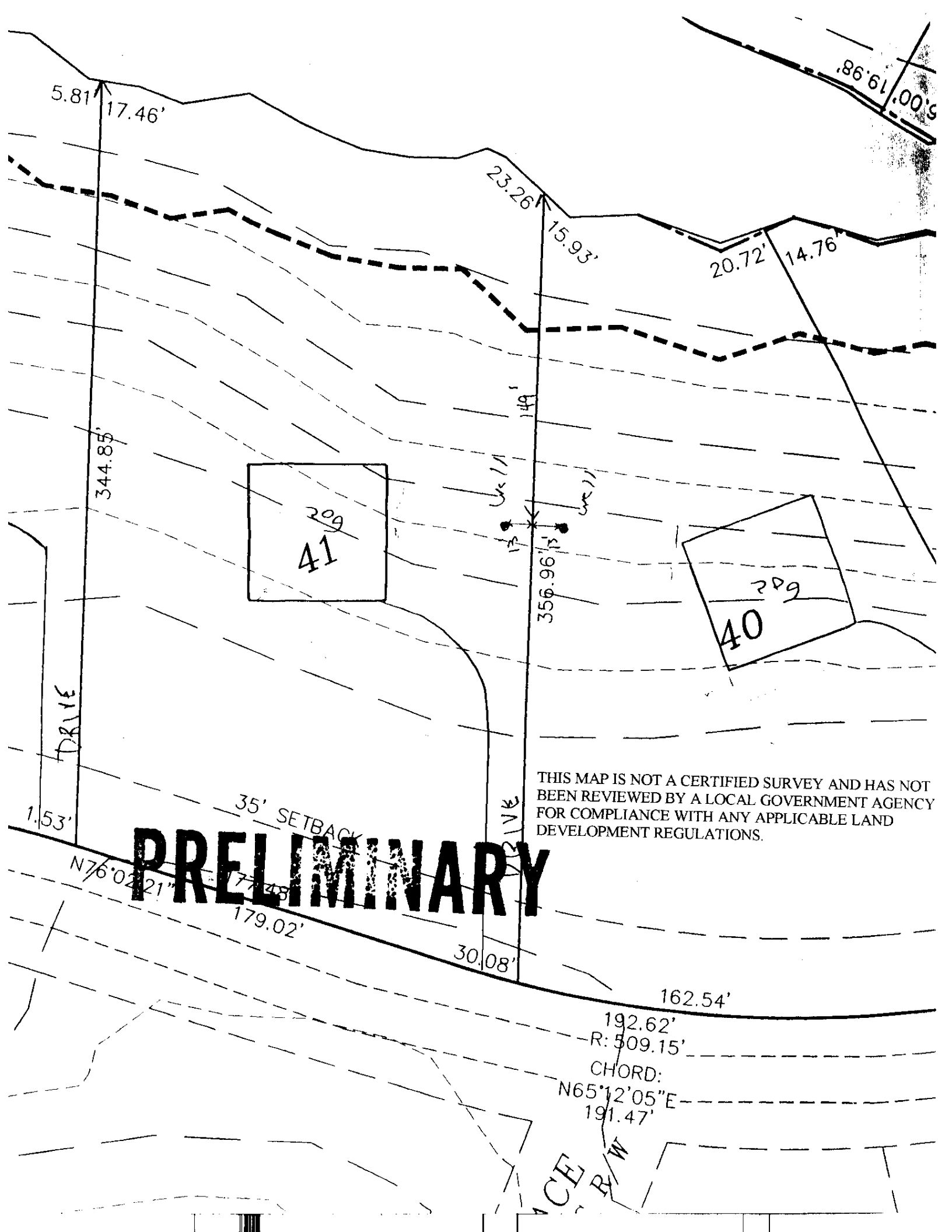
THIS PLAN
PLEASE



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PRELIMINARY

WINDWOOD
EXISTING 60' PUBLIC



86' 61" 00'S

5.81' 17.46'

23.26'

15.93'

20.72'

14.76'

344.85'

209
41

356.96' 13'

209
40

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

PRELIMINARY

35' SETBACK

N 76° 02' 21" E

179.02'

30.08'

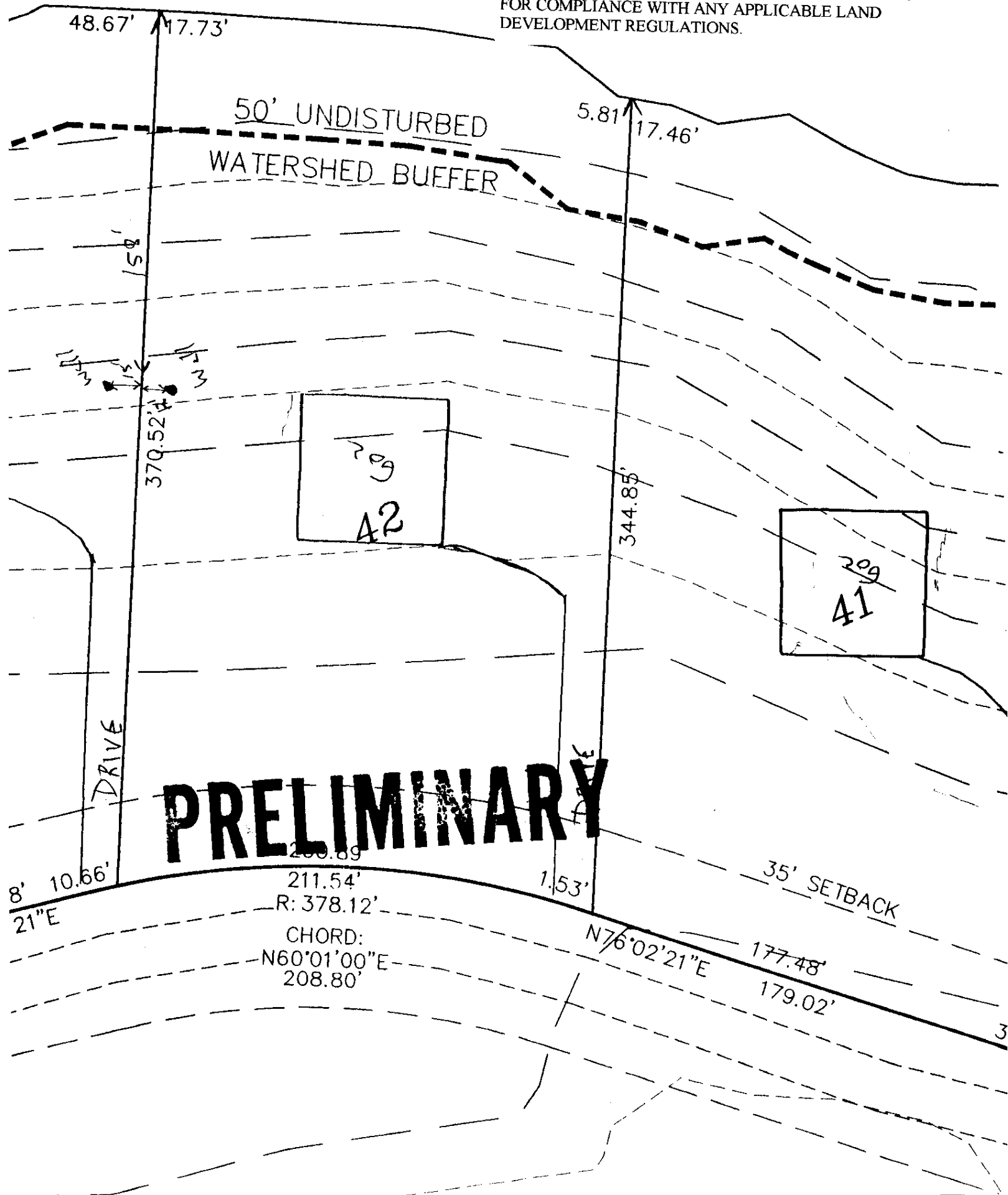
162.54'

192.62'
R: 509.15'

CHORD:
N 65° 12' 05" E
191.47'

CE R/W

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



48.67' 17.73'

50' UNDIS
WATERSHED

158'

370.52'

403.38'

43

44

DRIVE

DRIVE

PRELIMINARY

68.23'

73.68' 10.66'
N43°59'21"E

200.89

211.54'

R: 378.1

CHORD

N60°01'00"

208.80

145.11'

213.34'
R: 244.13'

CHORD:
N18°57'15"E
206.61'

BLOCK 1

45

44

43

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT
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FOR COMPLIANCE WITH ANY APPLICABLE LAND
DEVELOPMENT REGULATIONS.

558.32'

403.38'

DRIVE

PRELIMINARY

68.23'

N4

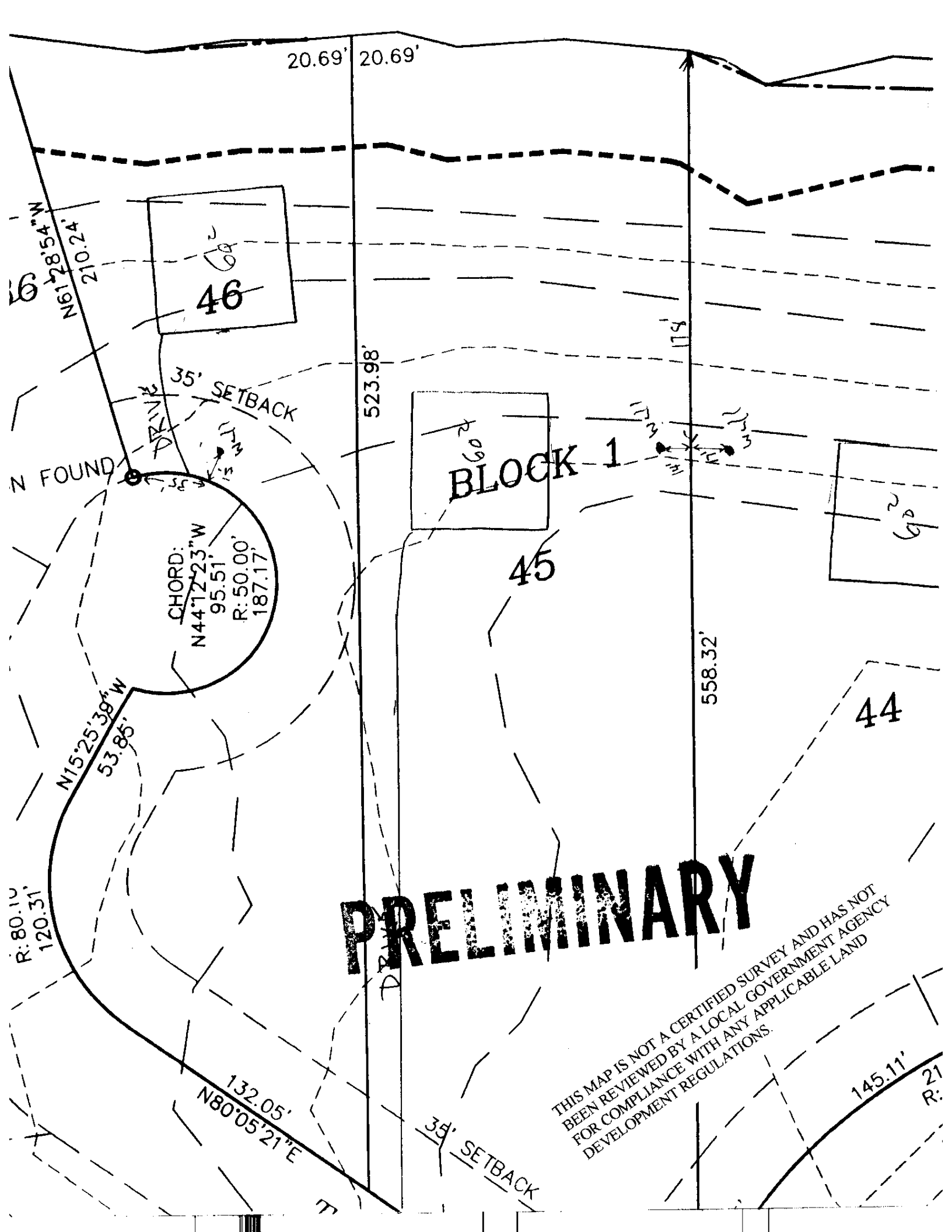
145.11'

213.34'
R: 244.13'

CHORD:
N18°57'15"E
206.61'

39' SET

05'



PRELIMINARY

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

20.69' 20.69'

LOT 136

N61°28'54"W
210.24'

46

35' SETBACK

IRON FOUND

CHORD:
N44°12'23"W
95.51'
R: 50.00'
187.17'

523.98'

BLOCK 1

45

LOT 134

N15°25'39"W
53.85'

CHORD:
N56°52'57"W
109.31'
R: 80.10'
120.31'

PRELIMINARY

DRIVE

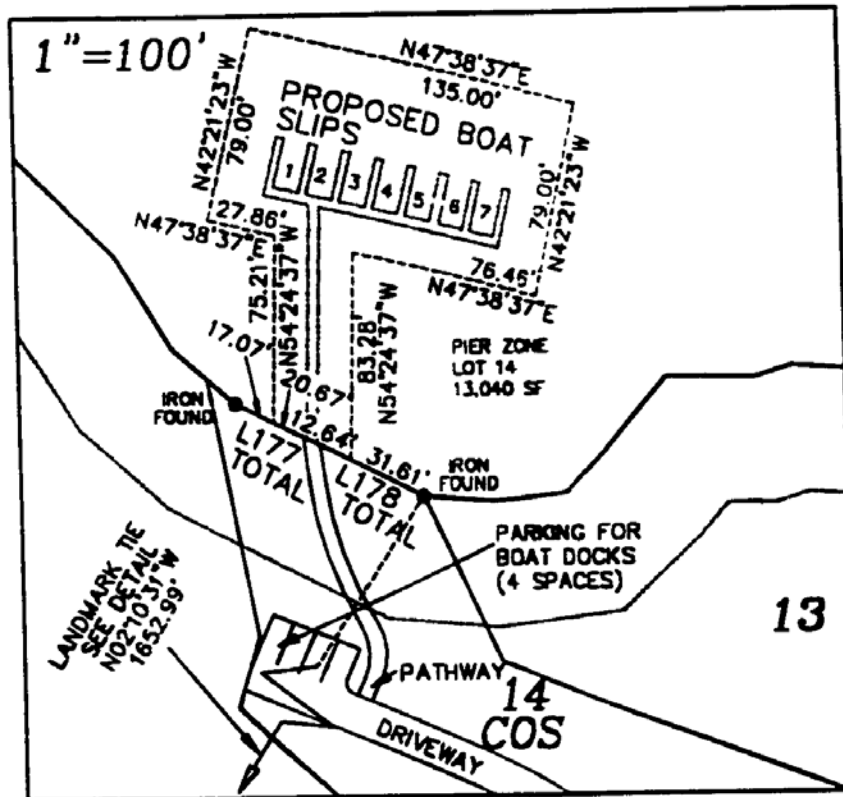
132.05'
N80°05'21"E

35' SETBACK

CRESCENT
MAP

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FOR COMPLIANCE WITH ANY APPLICABLE LAND
DEVELOPMENT REGULATIONS.

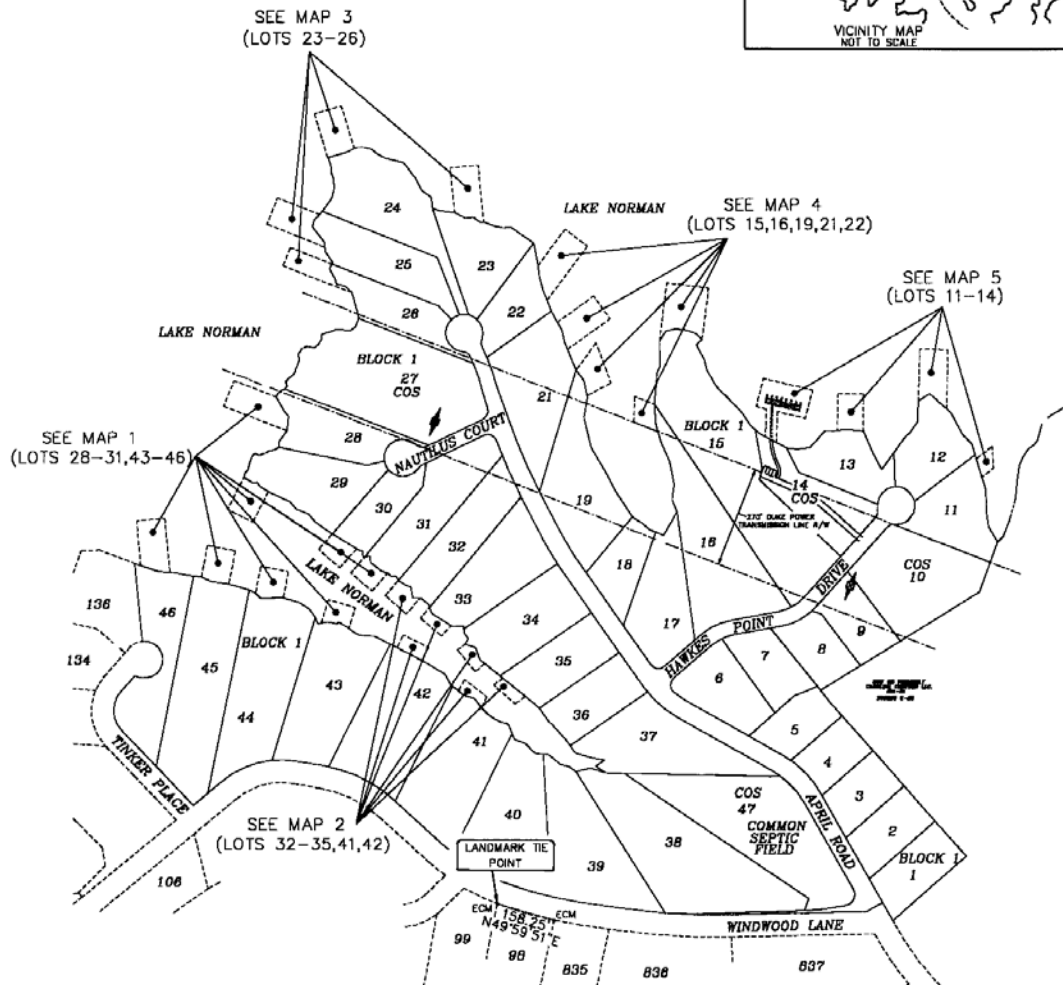
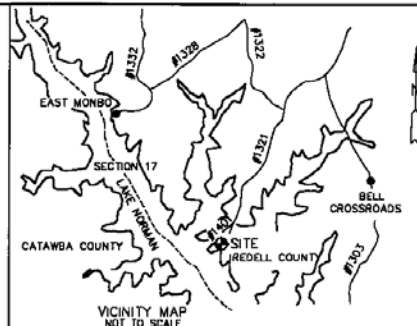
EXHIBIT "E"
DECLARATION FOR
HAWKES BAY
(BOATSLIPS)



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**"EXHIBIT "F"
DECLARATION FOR
HAWKES BAY (6 pages)**

LAKE NORMAN



LEGEND

COS - COMMON OPENSOURCE
ECM - EXISTING CONCRETE MONUMENT

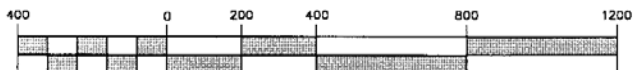
NOTES

DASHED LINES AND PIER ZONES ARE THE RESULT OF OFFICE COMPUTATIONS ONLY AND HAVE NOT BEEN FIELD MONUMENTED. RECORDED LOTS WERE MONUMENTED AS RECORD PLATS INDICATE.

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.

THIS SURVEY NOT INTENDED TO MEET GS47-30 REQUIREMENTS. THIS SURVEY WAS PERFORMED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



GRAPHIC SCALE 1 inch = 400 ft.

PIER ZONE MAPS (LANDMARK TIE DETAIL) CRESCENT RESOURCES, INC.				
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 400'	DAVIDSON	IREDELL	N.C.	11-3-99
LOTS 11-16, 19, 21-26, 28-35, 41-46 (MAP 6 OF 6)				
OF HAWKES BAY				
SURVEYED	YARBROUGH - WILLIAMS & ASSOC., INC.			MAP RECORDED
MAPPED	730 WINDSOR OAK COURT			DEED RECORDED
JRB	CHARLOTTE, N.C. 28273			



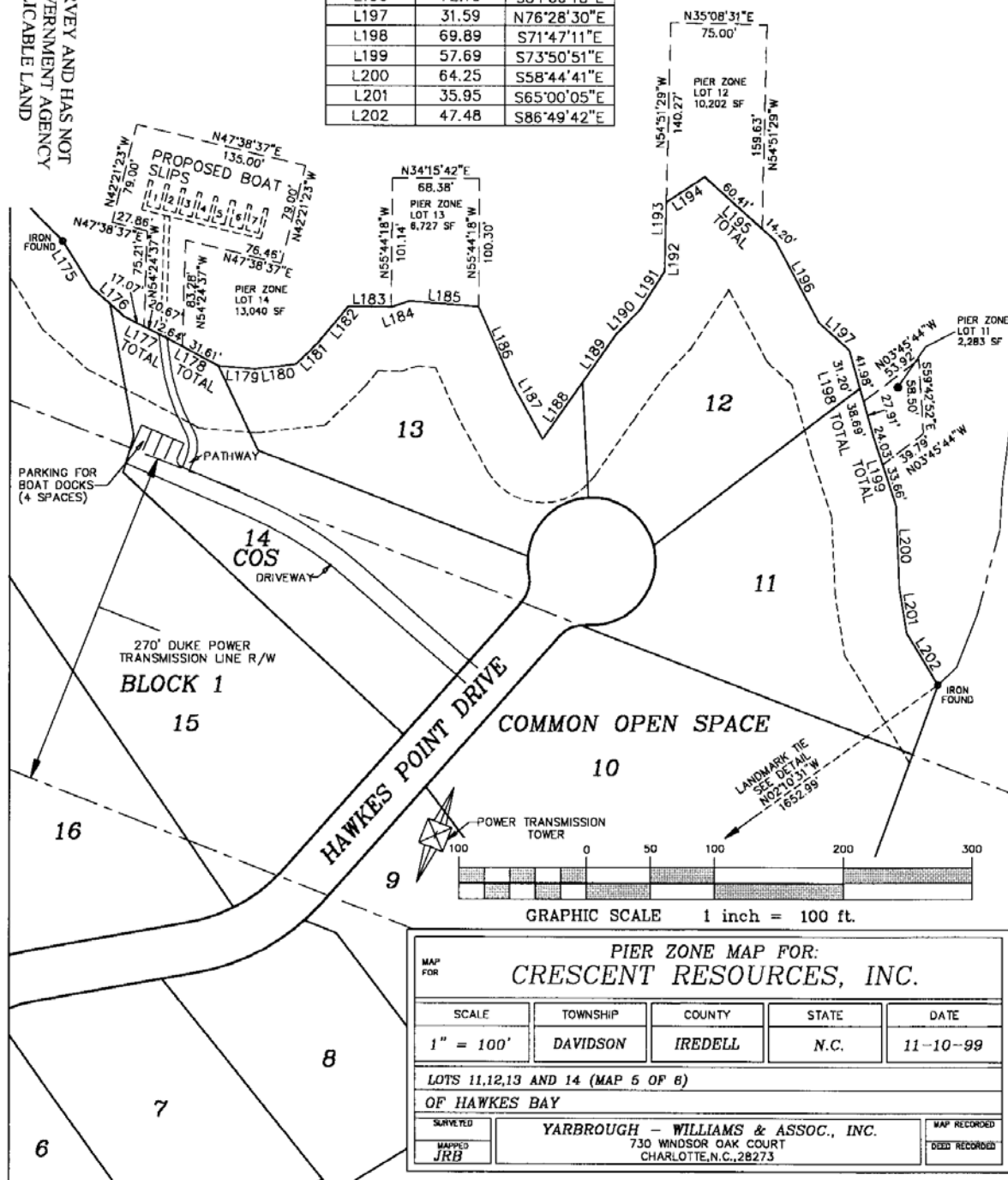
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

BEARINGS BASED ON
PLAT BOOK 17 PAGE 54
DATED: DECEMBER 8, 1985



LINE TABLE		
LINE	LENGTH	BEARING
L175	43.24	S88°06'29"E
L176	34.03	N75°14'00"E
L177	37.74	N60°59'12"E
L178	44.25	N61°55'51"E
L179	28.68	N38°42'43"E
L180	32.18	N27°28'33"E
L181	21.96	N10°25'10"W
L182	39.34	N16°27'14"W
L183	33.47	N35°11'00"E
L184	15.22	N15°34'15"E
L185	54.12	N38°32'39"E
L186	67.39	S80°06'46"E
L187	48.10	S84°42'04"E
L188	54.75	N21°22'15"W
L189	45.07	N20°44'22"W
L190	27.91	N12°41'32"W
L191	34.75	N23°10'04"W
L192	24.27	N54°41'30"W
L193	30.28	N54°51'29"W
L194	35.71	N00°33'51"E
L195	74.61	N76°08'29"E
L196	72.15	S84°06'18"E
L197	31.59	N76°28'30"E
L198	69.89	S71°47'11"E
L199	57.69	S73°50'51"E
L200	64.25	S58°44'41"E
L201	35.95	S65°00'05"E
L202	47.48	S86°49'42"E

SEE MAP 6 OF 6 FOR
LANDMARK TIE DETAIL, NOTES
AND VICINITY MAP



GRAPHIC SCALE 1 inch = 100 ft.

MAP FOR				
PIER ZONE MAP FOR: CRESCENT RESOURCES, INC.				
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	DAVIDSON	IREDELL	N.C.	11-10-99
LOTS 11,12,13 AND 14 (MAP 5 OF 6) OF HAWKES BAY				
SURVEYED	YARBROUGH - WILLIAMS & ASSOC., INC.			MAP RECORDED
MAPPED JRB	730 WINDSOR OAK COURT CHARLOTTE, N.C. 28273			DEED RECORDED

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

BEARINGS BASED ON
PLAT BOOK 17 PAGE 54
DATED: DECEMBER 8, 1985

SEE MAP 6 OF 6 FOR
LANDMARK TIE DETAIL, NOTES
AND VICINITY MAP

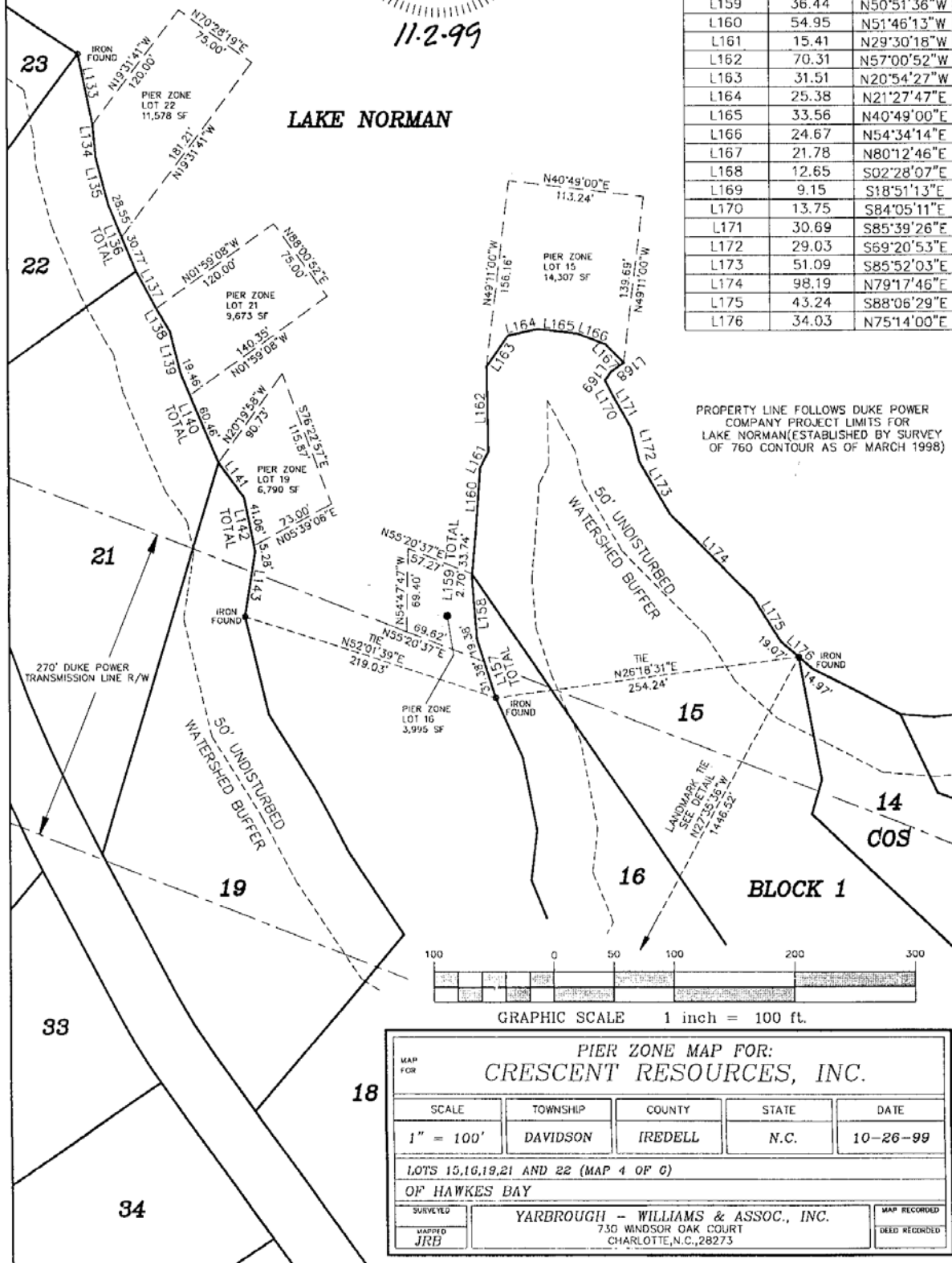


11-2-99

LAKE NORMAN

LINE TABLE		
LINE	LENGTH	BEARING
L133	60.54	S67°31'38"E
L134	27.08	S61°31'20"E
L135	41.78	S70°29'06"E
L136	59.32	S78°22'35"E
L137	35.01	S84°24'29"E
L138	22.46	S86°28'40"E
L139	36.40	S69°45'02"E
L140	79.92	S78°50'49"E
L141	36.07	N88°16'02"E
L142	46.34	S67°09'57"E
L143	54.69	S47°11'47"E
L157	50.76	N73°48'24"W
L158	52.92	N60°43'43"W
L159	36.44	N50°51'36"W
L160	54.95	N51°46'13"W
L161	15.41	N29°30'18"W
L162	70.31	N57°00'52"W
L163	31.51	N20°54'27"W
L164	25.38	N21°27'47"E
L165	33.56	N40°49'00"E
L166	24.67	N54°34'14"E
L167	21.78	N80°12'46"E
L168	12.65	S02°28'07"E
L169	9.15	S18°51'13"E
L170	13.75	S84°05'11"E
L171	30.69	S85°39'26"E
L172	29.03	S69°20'53"E
L173	51.09	S85°52'03"E
L174	98.19	N79°17'46"E
L175	43.24	S88°06'29"E
L176	34.03	N75°14'00"E

PROPERTY LINE FOLLOWS DUKE POWER
COMPANY PROJECT LIMITS FOR
LAKE NORMAN (ESTABLISHED BY SURVEY
OF 760 CONTOUR AS OF MARCH 1998)



PIER ZONE MAP FOR: CRESCENT RESOURCES, INC.				
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	DAVIDSON	IREDELL	N.C.	10-26-99
LOTS 15, 16, 19, 21 AND 22 (MAP 4 OF 6) OF HAWKES BAY				
SURVEYED	YARBROUGH - WILLIAMS & ASSOC., INC.			MAP RECORDED
MAPPED JRB	730 WINDSOR OAK COURT CHARLOTTE, N.C., 28273			DEED RECORDED

BEARINGS BASED ON
PLAT BOOK 17 PAGE 54
DATED: DECEMBER 8, 1985

SEE MAP 6 OF 6 FOR
LANDMARK TIE DETAIL, NOTES
AND VICINITY MAP

11-2-99

LAKE NORMAN

LAKE NORMAN

PROPERTY LINE FOLLOWS DUKE POWER
COMPANY PROJECT LIMITS FOR
LAKE NORMAN(ESTABLISHED BY SURVEY
OF 760 CONTOUR AS OF MARCH 1998)

LINE TABLE		
LINE	LENGTH	BEARING
L97	27.42	N36°57'36"W
L98	41.01	N70°25'28"W
L99	28.82	N73°19'01"W
L104	23.51	N58°47'52"W
L111	54.52	N17°11'49"E
L112	30.53	N07°35'11"E
L113	16.75	N33°55'03"E
L114	21.40	N48°41'41"E
L115	18.64	N77°57'03"E
L116	29.23	N59°58'40"E
L117	47.27	N47°01'05"E
L118	52.79	N86°24'14"E
L119	34.69	S83°34'54"E
L120	33.31	N71°28'13"E
L121	28.59	S61°54'17"E
L122	19.25	N55°20'47"E
L123	42.51	N40°14'28"E
L124	33.58	N60°51'13"E
L125	21.32	N23°52'06"E
L126	22.44	N72°22'03"E
L127	12.58	N30°36'09"E
L128	25.26	N58°10'59"E
L129	26.25	N45°06'11"E
L130	22.46	N31°07'13"E
L131	29.39	N67°55'34"E
L132	44.02	N67°52'33"E
L236	26.54	S78°26'45"W
L237	22.68	S46°17'26"W
L238	14.70	N70°49'45"W
L239	30.35	N84°44'58"W
L240	13.27	N28°49'54"W
L241	5.39	N29°22'52"W
L242	36.63	S89°43'59"W
L243	49.39	S85°16'47"W

270' DUKE POWER
TRANSMISSION LINE R/W 27
COMMON OPEN SPACE
BLOCK 1

POWER TRANSMISSION
TOWER

NAUTILUS COURT

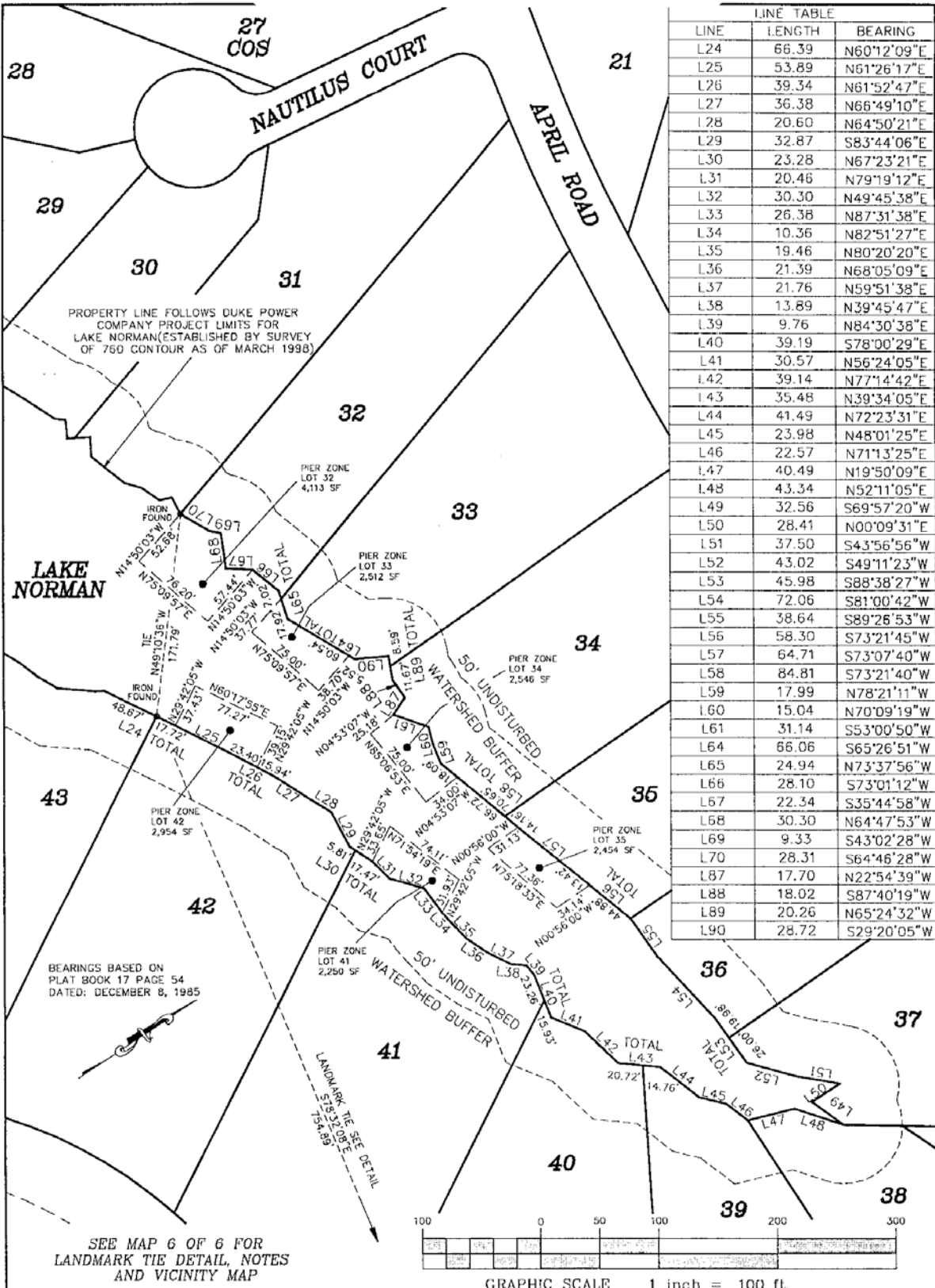
GRAPHIC SCALE 1 inch = 100 ft.

PIER ZONE MAP FOR:
CRESCENT RESOURCES, INC.

SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	DAVIDSON	IREDELL	N.C.	10-26-99
LOTS 23-26 (MAP 3 OF 6) OF HAWKES BAY				
SURVEYED	YARBROUGH - WILLIAMS & ASSOC., INC. 730 WINDSOR OAK COURT CHARLOTTE, N.C. 28273			MAP RECORDED DEEDS RECORDED
MAFED JRB				

LOTS 29-31 AND 43-46 (MAP 1 OF 6)		
OF HAWKES BAY		
SURVEYED	YARBROUGH - WILLIAMS & ASSOC., INC. 730 WINDSOR OAK COURT CHARLOTTE, N.C. 28273	MAP RECORDED
MAPPED JRB		DEED RECORDED

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



LINE TABLE		
LINE	LENGTH	BEARING
L24	66.39	N60°12'09"E
L25	53.89	N61°26'17"E
L26	39.34	N61°52'47"E
L27	36.38	N66°49'10"E
L28	20.60	N64°50'21"E
L29	32.87	S83°44'06"E
L30	23.28	N67°23'21"E
L31	20.46	N79°19'12"E
L32	30.30	N49°45'38"E
L33	26.38	N87°31'38"E
L34	10.36	N82°51'27"E
L35	19.46	N80°20'20"E
L36	21.39	N68°05'09"E
L37	21.76	N59°51'38"E
L38	13.89	N39°45'47"E
L39	9.76	N84°30'38"E
L40	39.19	S78°00'29"E
L41	30.57	N56°24'05"E
L42	39.14	N77°14'42"E
L43	35.48	N39°34'05"E
L44	41.49	N72°23'31"E
L45	23.98	N48°01'25"E
L46	22.57	N71°13'25"E
L47	40.49	N19°50'09"E
L48	43.34	N52°11'05"E
L49	32.56	S69°57'20"W
L50	28.41	N00°09'31"E
L51	37.50	S43°56'56"W
L52	43.02	S49°11'23"W
L53	45.98	S88°38'27"W
L54	72.06	S81°00'42"W
L55	38.64	S89°26'53"W
L56	58.30	S73°21'45"W
L57	64.71	S73°07'40"W
L58	84.81	S73°21'40"W
L59	17.99	N78°21'11"W
L60	15.04	N70°09'19"W
L61	31.14	S53°00'50"W
L64	66.06	S65°26'51"W
L65	24.94	N73°37'56"W
L66	28.10	S73°01'12"W
L67	22.34	S35°44'58"W
L68	30.30	N64°47'53"W
L69	9.33	S43°02'28"W
L70	28.31	S64°46'28"W
L87	17.70	N22°54'39"W
L88	18.02	S87°40'19"W
L89	20.26	N65°24'32"W
L90	28.72	S29°20'05"W

Sam F. Williams
NORTH CAROLINA
REGISTERED
LAND SURVEYOR
L1768
SAM F. WILLIAMS
11-2-99

MAP FOR				
PIER ZONE MAP FOR: CRESCENT RESOURCES, INC.				
SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	DAVIDSON	IREDELL	N.C.	10-26-99
LOTS 32-35, 41 AND 42 (MAP 2 OF 6)				
OF HAWKES BAY				
SURVEYED	YARBROUGH - WILLIAMS & ASSOC., INC.			MAP RECORDED
MAPPED JRB	750 WINDSOR OAK COURT CHARLOTTE, N.C. 28273			DATE RECORDED