

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR THE SINGLE-FAMILY LOTS OF  
GLENRIDGE**

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THIS DECLARATION OF RESTRICTIVE COVENANTS for Glenridge (this "Declaration") is made this 2<sup>nd</sup> day of November, 1999, by WP Investment Group, LLC, a North Carolina limited liability company having its principal office in Forsyth County, North Carolina, hereinafter called Declarant:

**WITNESSETH:**

WHEREAS, the Declarant is the owner of a that certain tract of land which is known as GLENRIDGE, PHASE 1, MAP 1, MAP 2 and MAP 3 as the same has been planned, platted & recorded in Map Book 31, Page 531, Map Book 32, Page 296, and Map Book 32, Page 298 of the Mecklenburg County Registry (the "Property")

WHEREAS, the Declarant desires to develop with single family residential housing on the Property;

WHEREAS, the Declarant plans to install street lights and construct a landscaped entranceway and passive recreation area for the use of Owners of Lots. The street lights, landscaped entranceway and passive recreation area are an integral part of the plan of development of the property and are for the benefit and use of all persons owning real property (each an "Owner") within the Property;

WHEREAS, to provide for the future ownership, management and maintenance of the street lights, entranceway and passive recreation area, the Declarant will establish a homeowners association (the "Association") with a membership composed of all property owners within the Property. Each Owner shall have an equal vote in Association matters and pay the same assessment to the Association for the maintenance, operation, landscaping of the street lights, entranceway and passive recreation area;

WHEREAS, membership in the Association and payment of assessments to the Association shall be mandatory of all owners of real property within the Property and by acceptance of a deed to real estate located within the Property, each Owner, and his successors and assigns, agree to be bound by the rules, regulations and assessments provided herein and/or promulgated by the Association; and

WHEREAS, the Declarant desires to develop the Property into single-family residential lots (each a "Lot") and desires to subject the Property to the restrictions, covenants, reservations, provisions and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and such additional lands subsequently made subject hereto, and shall inure to the benefit of and pass with the Property, and each

and every parcel thereof and shall apply to and bind the successors in interest, and any Owner thereof.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, provisions and easements hereinafter set forth.

## ARTICLE I

### APPLICABILITY

1.1. The Property (or any part thereof) is to be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, provisions and easements set forth in the various clauses and subdivision of this Declaration.

1.2. At any time within ten (10) years from the recordation of this Declaration, Declarant shall have the right, at its election without the consent of any Owner or Owners, to bring within the coverage of this Declaration and the jurisdiction of the Association any additional property (including, but not limited to, any Club Property). Such additions authorized hereby shall be made by filing of record in the Office of the Register of Deeds for Mecklenburg County, North Carolina, Supplementary Declarations of Covenants, Conditions and Restrictions with respect to such additional property. Each such Supplementary Declaration shall extend the scheme of this Declaration and the jurisdiction of the Association to such additional property and thereby subject such additional property to assessment for their just share of the Association's expenses. Such Supplementary Declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character of the additional property and as are not inconsistent with the provisions of this Declaration. Nothing contained in this Section, however, shall be construed to obligate Declarant to bring any additional property within the coverage of this Declaration.

1.3. This Declaration is intended to create a Planned Community as defined in the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes, as amended) (hereinafter "the Act").

## ARTICLE II

### GENERAL PURPOSE OF DECLARATION

The Property is made subject to the covenants, restrictions, conditions, reservations, provisions and easements hereby declared to insure the best use and the most appropriate development and improvement of each Lot; to protect the Owners of

Lots against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as reasonably practicable, the natural beauty of the Property and provide, maintain and operate an attractive entranceway, street lights and passive recreation area to the Property; to insure the use and maintenance by the Owners through membership in the Association; to guard against the erection on the Property of poorly designed or proportioned structures; and structures built of improper or unsuitable materials; to insure the highest and best development of the Property; to encourage and secure the erection of attractive homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general, to provide adequately for a high type and quality of improvement in the Property; and thereby to enhance the values of investments made by Owners of Lots.

### ARTICLE III

#### RESTRICTIONS

3.1 Residential Use Only. The Lots shall be for residential use only, and no part of any Lot shall be used for public streets or road.

3.2 Building Height. No building shall be erected, altered, placed or permitted to remain on any Lot, other than a detached, single family dwelling, not to exceed two and one-half (2.5) stories in height and a private garage for not more than three (3) automobiles.

3.3 Building Size. No building shall be built, erected or used on a Lot unless it shall contain living area of at least 1,300 square feet of floor space if the structure is a one-story building, or at least 1,300 square feet of floor space, with a minimum of 800 square feet on the first floor, if the building shall be one and one-half story. A split level or split foyer house shall contain at least 1,500 square feet and Declarant reserves the full right of approval as to the size of the respective floors in order to maintain architectural harmony in the subdivision. A full two-story house shall contain at least 1,500 square feet, with a minimum of 750 square feet on the first floor. The floor space herein referred to shall be exclusive of garages, porches, breezeways, terraces and basement areas. Said measurements are to be measured from the outside walls. With the prior written approval of Declarant a portion of the living space required to comply with the limitations of this paragraph may remain unfinished.

3.4 Exteriors, Driveways, Garages. No permanent structures shall be erected having exposed exterior walls of concrete blocks and all driveways must be paved. All detached private garages or other out buildings shall be erected in accordance with the Town of Cornelius zoning regulations at time of installation.

3.5 Architectural Control Procedures. No improvements of any kind (including but not limited to buildings, garages, sheds, outbuildings, accessory structures, decks, patios, planters, terraces, swimming pools, gazebos, fences, walls, mailboxes, pet enclosures, or any other type of structures, or anything else to be constructed or placed on a Lot) shall be erected or used unless it shall be in harmony with existing structures in the Property and unless the plans and specifications, site plan, elevations of improvements, and location of improvements on the site plan have been submitted to and approved in writing prior to commencement of construction by the Declarant or the Declarant's designee (which designation shall be made in writing and recorded in the office of the Register of Deeds for Mecklenburg County). If Declarant or its designee does not disapprove the plans and specifications within thirty (30) days from the time they are submitted to Declarant, such approval shall be deemed to be granted. For purposes hereof, commencement of construction shall include grading of a Lot or installation of a building foundation. Approval by the Declarant (or its designee) of any plans shall not constitute approval, or a waiver of its right to deny approval, of similar plans as to any other Lot. Review and approval of any plans is made on the basis of aesthetic considerations only, and Declarant (and its designee) shall have no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes or other governmental requirements. Declarant (and its designee) shall not be liable for any injury, damage or loss arising out of the manner or quality of approved construction. Any construction, alteration, or other work done in violation of this paragraph shall be deemed to be nonconforming. Upon written request from the Declarant or the Association, the Owner of such Lot at his own cost and expense, shall remove such construction, alteration or other work and shall restore the Lot to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Declarant or the Association shall have the right, but not the obligation, to enter the Lot, remove the violation and restore the Lot to substantially the same condition as existed prior to the construction, alteration, or other work. All costs, together with the interest at the maximum rate the allowed by law, may be assessed against the affected Lot and collected as a special assessment. In addition to the foregoing, the Declarant and the Association, shall have the authority and standing to pursue all legal and equitable remedies (including without limitation, specific performance) to enforce the provisions of this paragraph.

3.6 No Subdividing. The Lots shall not be subdivided, except that two (2) Lot Owners may subdivide a Lot between them, but only one residence shall be built on the combined original Lot and subdivided portion of any Lot.

3.7 Building Codes. All improvements shall comply with all applicable building, plumbing, electrical and other codes. No mobile homes or modular homes of any type are permitted. No vents, solar collection panels or other pipes or appendages may extend from the front of any living unit unless screened from public view by a screening material or shrubbery approved by the Declarant. Any exterior air conditioning or heating equipment must be screened from public view by a screening material or

shrubbery approved by the Declarant. Down spouts and gutters must be so constructed as not to promote the erosion of soil of any Lot. Any tennis courts and swimming pools must be screened from public view by a screening material approved by the Declarant; any lighting used to illuminate such facility must be so shielded as to cast no direct light upon adjacent lots.

3.8 Setbacks. No building or part thereof shall be erected except in accordance with Front yard, Side yard, Side Street, and Rear property lines as permitted by the more restrictive of either (1) Town of Cornelius Land Development Code, or other governing zoning ordinance, in effect at the time of construction, or (2) the plats of "Glenridge" as referenced above, and as shown on the recorded Map for any additional real property added to Glenridge by the Declarant in accordance with the provisions hereof.

3.9. No Nuisance. No business, professions, professional clinic or other trade or activity shall be carried on upon a Lot or in any building erected thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3.10 No Temporary Building; Storage of Campers & Boats. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the lots shall be used at any time as a residence temporarily or permanently, nor shall any structure of any temporary character be used as a residence. Camping trailers and boats may be parked for storage in the rear yard, but not occupancy, on a Lot (but not on the street or driveway more than 48 hours) if the trailer/boat is owned by the Owner.

3.11 No Agricultural Building, Animals. No stable, barn or cage for animals shall be erected or allowed to remain on a Lot. No animals, except household domestic pets, shall be kept on a Lot. No hunting and trapping of wild animals, fowl and game, and the discharge of firearms and/or bows and arrows within the Property is allowed.

3.12 Junk Storage and Junk Vehicles. No Lot shall be used for the storage or sale of any salvage or junk items, including automobiles, nor shall junk automobiles or other junk, trash or storage items be allowed to accumulate on any Lot. No noxious or offensive substances shall be stored or permitted on any Lot.

3.13 Fencing. Decorative fencing of good quality may be erected, however, said fencing shall conform to the Cornelius zoning ordinance in effect at time of erection. Fencing must be maintained in a good state of repair. Metal fencing is prohibited.

3.14 Antennas. No communications or television receiving discs over 36" in diameter, antenna or similar item may be erected or placed on any Lot, or on any building on any Lot, without Declarant's prior written approval. All such discs must be in the rear yard.

3.15 Mailboxes. In order to provide a consistent appearance of the streetscape, all mailboxes must be approved in advance by the Declarant (or its designee), and must conform to the type, style, and size designated by the Declarant.

3.16 Landscaping. Any material change to the original landscaping plan for each lot shall be approved in advance by the Declarant or the Association in accordance with the procedures of Section 3.5 above.

3.17 Maintenance. All Owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, dead, diseased or decaying trees, weeds, trash, rubbish, and debris and shall keep all Lots in a neat and attractive condition. All improvements erected on Lots shall be maintained in a clean, neat, and orderly condition and in a good state of maintenance and repair.

3.18 Easements Reserved. Declarant for itself, its successors, and assigns, reserves an easement for the right at any time in the future to grant, right-of-ways for the installation and maintenance of public utilities across, on or under any Lot over an area covering a distance of not more than ten (10) feet from the rear and side lot lines, but such right-of-ways must be used so as to interfere as little as possible with the use of the property by its owners; and in addition to said easement, there are reserved hereby easements for sanitary sewer and storm drainage facilities as outlined on the recorded Plat of this development. Further, there is reserved on behalf of Declarant, Energy United, Bell South, Public Service Company of North Carolina, Prestige Cable, and any other utility servicing the Lots, and their successors and assigns, an easement to enter upon a Lot to maintain, repair, or modify existing or future underground facilities, and the Owners, or their successors in title to such Lots shall in no way interfere with said facilities, or dig up, cut or tamper with them except at their own peril, in violation of the rights of said telephone, utility and power companies. No public utility company or governmental entity or agency shall obtain any right in the easement reserved herein without an express written and recorded grant thereof by Declarant, its successors and assigns. In the event the Property is served by any underground public utility facilities, the service to structures erected thereon shall be connected to the underground facility at the pedestals provided for this purpose. Without limiting the foregoing, each Lot within the Property is subject to all easements and buffers shown on the plats of "Glenridge" as referenced above, and as shown on the recorded Map for any additional real property added to Glenridge by the Declarant in accordance with the provisions hereof.

Further, Declarant shall have the right to grant over, under, across and upon any portion of the Property owned by Declarant, or the Common Areas, such easements, rights-of-way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the development of the Property, by the execution, without further authorization, of such grants of easement or other instruments as may from time to time be necessary or desirable. After the period of Declarant control, the Association shall cooperate with Declarant and execute such grants of easements over

the Common Areas as may be desirable to Declarant for the development of the Project and the preservation and enhancement of Declarant's interest therein.

3.19 Use of Common Elements. Declarant declares that the Common Areas are subject to a perpetual nonexclusive easement in favor of Declarant, the Association and their designees, the Owners and all their family members, guests, invitees and lessees, and appropriate governmental agencies to use the Common Areas for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration.

#### ARTICLE IV

##### ASSESSMENTS AND LIENS

4.1 Assessment. By acceptance of a deed to a Lot subject to these restrictions, each Owner, and his successors and assigns, agrees to be a member of, pay any dues and/or assessments to, and be bound by all rules and regulations of a the Association, which has been formed by the Declarant for purposes of owning, regulating and maintaining street lights, the entranceway, and the passive recreation area, which are for the benefit of the Lots in Glenridge subdivision.

The funds arising from said assessment or additional assessment may be used for any or all of the following purposes: maintaining, operating and improving the street lights, entranceway and passive recreation area; maintaining such insurance as the Directors of the Association see fit; paying any taxes on street lights, entranceway and passive recreation area; hiring personnel to operate and maintain the street lights, entranceway and passive recreation area; and, in addition, the doing of any other things which the Association deems necessary or desirable to keep the street lights, entranceway and passive recreation area in neat and good order.

The Association shall not be obligated to spend in any one calendar year all of the sums collected during said year by way of assessments or additional assessments and may carry forward to surplus any balance remaining. The Association shall not be obliged to apply any such surplus to the reduction of charges in the succeeding year.

The Association shall have authority, in its discretion, to borrow money to expend for the purposes set forth in this section upon such terms and security and for such periods as it may determine, and to repay said borrowings and the interest thereon from the assessments or additional assessments provided for in this section.

The monies collected by virtue of the assessments or additional assessments, of the lien provided by this section, shall be paid to the Association to be used in such manner and to the extent as the Association may determine, in accordance with this Section for the

benefit of the residents of Glenridge, subject to any requirements for approval of the Association budget as provided in the Act. The judgment of the Directors of the Association in the making of assessments or charges or additional assessments and the expenditure of funds shall otherwise be final.

4.2 Amount and Payment of Assessment. Such assessment shall be in an amount to be fixed from year to year by the Association, which may establish different rates from year to year as it may deem necessary. The Association may levy additional assessments if necessary to meet the needs of the street lights or entranceway. The annual dues or assessment (hereinafter "assessment") shall be due on January 1 of the year for which it is assessed, provided that the Association may make provision for payment thereof in installments.

The assessment for each subsequent year after the first assessment shall not exceed the assessment of the year immediately preceding by an amount of more than ten percent (10%). Provided however, that the assessment may be increased without limitation upon a vote of sixty-seven percent (67%) of the Owners present, in person or by proxy, at a meeting of the Association duly called for such purpose.

4.3 Lien. Each annual assessment (or installment thereof) shall, when due, become a lien against the Lot against which such assessment is made. Upon demand, the Association shall furnish to any Owner or mortgagee a certificate showing the assessments, or installments thereof, due as of any given date. Each Lot subject to these restrictions is hereby made subject to a continuing lien to secure the payment of each assessment and or special assessment or charge (or installment thereof) when due together with all interest as provided herein, and, in the event the Association employs an attorney to collect any outstanding amounts, together with reasonable attorney fees and court costs.

Upon the failure of the Owner of any Lot to pay any such assessment, additional assessment, or installment thereof when due, the Association shall have the right to collect the amount thereof by an action at law against the owners as for a debt, and may bring and maintain such other suits and proceedings at law or at equity as may be available, including, but not limited to, the lien collection procedures as set out in Chapter 47F of the North Carolina General Statutes. Such rights and powers shall continue in the Association and the lien of such charge shall be deemed to run with the land, and the successive owners of each lot, by the acceptance of deeds therefor, shall be deemed personally to assume and agree to pay all unpaid assessments or additional assessments which have been previously levied against the property, all assessments or additional assessments as shall become a lien thereon during their ownership. Unpaid assessments or charges, additional assessments, or installments thereof, shall bear interest at ten percent (10%) from the due date thereof, until paid.



4.4 Allocated Interests. Except as provided in N.C.G.S. 47F-3-107(b) and 47F-3-115(c), (d) and (e), or as otherwise provided in the Act, assessments for common area expense liability shall be allocated equally between all Lots. Each Lot shall have one vote in any meeting of the Association as provided in the Bylaws.

4.5 Subordination of Lien to First Mortgages. The lien provided for herein shall be subordinate to the lien of any first lien deed of trust (sometimes hereinafter called "mortgage" or "first mortgage" and the holder thereof being sometimes hereinafter referred to as a "mortgagee") on any Lot if, but only if, all such assessments with respect to such Lot having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only to such liens and charges as relates to assessments hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such assessment lien. The sale or transfer of any Lot which is subject to any mortgage pursuant to a foreclosure thereof or under a power of sale shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but the Association shall have a lien upon the proceeds from foreclosure or of sale a junior only to the foreclosed first mortgage. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## ARTICLE V

### DECLARANT RIGHTS

5.1 Period of Declarant Control. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events occurs:

- a. Declarant no longer owns any Lots, or
- b. Declarant surrenders the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant.

5.2 Modification. During the period of Declarant control, the Declarant, its designee, or successor reserves the right in its sole discretion to make such modifications and exceptions to the restrictions and reservations as it determines, in its discretion, as may be necessary to complete the development of the Property or any additional phases to be added thereto. Any such modification or exception shall be recorded in the office of the Register of Deeds for Mecklenburg County.

5.3 Additional Rights. In addition to those rights expressly reserved herein, the Declarant shall have the following additional rights:

- a. All Special Declarant Rights within the meaning of the Act;
- b. the right to use a Lot or any portion of the Property for a sales office, management office, or model home, or for the erection of advertising signs, or to delegate such rights, in the Declarant's discretion, to any builder constructing homes in Glenridge Subdivision;

## ARTICLE VI

### GENERAL PROVISIONS

6.1 Binding Effect. These covenants are to run with the Property and shall be binding on all Lot, Owners and all persons or entities claiming under them for a period of thirty (30) years from the date of recording this Declaration; after which time they shall be automatically extended for successive periods of ten (10) years, unless this Declaration shall be amended by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots.

6.2 Construction of Provisions. In all cases the restrictions set forth or provided for in these restrictions shall be constructed together and shall be given that interpretation or construction which will best tend toward their strict enforcement, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

6.3 Remedies. If the Owner of any of the Lots subject to this Declaration or his heirs, assigns, or successors in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful the Declarant, the Association, or for any other person, persons, firms or corporation owning any Lots to prosecute any proceedings at law or in equity against the person or persons, firms and corporations, violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages for such violations.

6.4 Invalidation. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the remaining provisions hereof and which shall remain in full force and effect.

6.5 Amendment or Modification. Following assumption by the Association of the rights and duties of the Declarant, this Declaration may be modified only by the written agreement, recorded in the Mecklenburg County Registry, of the Owners of sixty-seven percent (67%) of all Lots; provided however, without the consent of the holder of

each first mortgage, no modification of this Declaration in degradation of the rights of such mortgages shall be effective.

6.6 Assumption by Association. Following the period of Declarant control, and conveyance by the Declarant (or its successor or assign) of all Lots subject to this Declaration, all rights and duties of the Declarant hereunder shall be automatically assumed by the Association.

6.7 Other Authorities. In the event that the state, county, municipality or other governing body having jurisdiction over the Property, imposes any requirement which is more demanding, or restrictive than those set forth herein, the requirements of such authority shall control.

6.8 Captions and Introductions. The captions and introductory material herein are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of this Declaration, nor the intent of any provision hereof.

6.9 Genders. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and the use of the plural shall be deemed to refer to the singular, whenever the context so requires.

6.10 Notices. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, a postage prepaid, to the last known address of said owner. Notice to any one owner, if title to a Lot is held by more than one person, shall constitute notice to all owners of such Lot.

**[SIGNATURE BLOCK ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, WP Investment Group, LLC, A North Carolina limited liability company, Declarant, has executed this Declaration as of the day and year first above written:

DECLARANT:

WP INVESTMENT GROUP, LLC,  
a limited liability company (SEAL)

BY:  (SEAL)

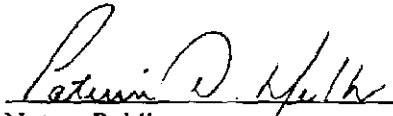
John T. Eagan, Jr., Manager

STATE OF NORTH CAROLINA )

COUNTY OF Forsyth )

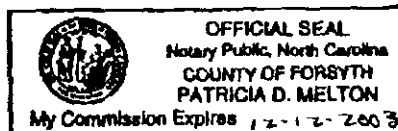
I, Patricia D. Melton, a Notary Public of Forsyth County, North Carolina, certify that John T. Eagan, Jr., Manager of WP Investment Group, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said limited liability company.

WITNESS my hand and notarial seal or stamp, this 2nd day of November 1999.

  
Notary Public

My Commission Expires:

12-12-2003



Prepared by and return to: Walter H. Jones, Jr., Esq.  
330 S. Main St., Mooresville, NC 28115

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DATE 12/17/01	TIME 2:01 PM
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JOHN A. GIBSON, REGISTER OF DEEDS MECKLENBURG COUNTY, NC	

**FIRST AMENDMENT TO THE DECLARATION AND  
FIRST AMENDMENT TO THE SUPPLEMENTAL DECLARATION  
OF RESTRICTIVE COVENANTS FOR  
THE SINGLE-FAMILY LOTS OF GLENRIDGE SUBDIVISION**

This First Amendment to the Declaration and First Amendment to the Supplemental Declaration of Restrictive Covenants is made this 14th day of December, 2001, by WP INVESTMENT GROUP, LLC, a North Carolina Limited Liability Company, referred to in this instrument as "Declarant."

**STATEMENT OF PURPOSE**

WHEREAS, Declarant recorded that certain Declaration of Restrictive Covenants ("Declaration") of Glenridge Subdivision ("Glenridge") in Deed Book 10949, Page 585, *et seq.*, in the Office of the Register of Deeds of Mecklenburg County, North Carolina, on December 6, 1999, in which said Declaration the Declarant retained the right to amend and modify as set forth in Sections 1.2 and 5.2 of said Declaration by duly recorded documents in the aforesaid Office of the Register of Deeds from time to time; and

WHEREAS, Declarant recorded a Supplemental Declaration ("Supplemental Declaration") to the said Declaration, amending and modifying the same and as recorded in Book 12412, Page 585, in the Office of the Register of Deeds of Mecklenburg County, North Carolina, on July 3, 2001, with said supplement further authorizing Declarant to unilaterally amend the said Declaration in order to comply with the requirements of the FHA, VA, the Federal National Mortgage Association or similar agencies. The Declarant does now herewith desire to accomplish such an amendment in order to satisfy the said requirements of the aforesaid organizations and agencies, all as required by the said agencies.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration and the Supplemental Declaration, Declarant does hereby amend the Declaration and the Supplemental Declaration as hereinafter set forth, and said amendment shall run with the title for such property to which it is applicable, and shall be binding upon all persons having any right, title or interest in and to such property, their respective heirs, representatives, successors and assigns.

**DEFINITIONS**

All terms defined as set forth in the Declaration and Supplemental Declaration are incorporated herein by reference. Capitalized terms shall be defined as provided in the Declaration and Supplemental Declaration, except as otherwise specifically defined herein.

## AMENDMENT OF DECLARATION

1. Article I of the Declaration, Applicability, is hereby amended by adding the following Section 1.4:

"1.4 Membership. Every person or entity who or which is a record Owner of the fee simple title to any Lot (a "Lot Owner") which is subject to assessment by the Glenridge Homeowners Association of N.C., Inc. (the "Association") shall be a Member of the Association, pursuant to the terms of the Declaration applicable to the Property and recorded, or to be recorded, in the Office of the Register of Deeds of Mecklenburg County, North Carolina, as amended from time to time, which Declaration is incorporated herein by reference. Persons or entities who or which hold an interest merely as security for the performance of an obligation shall not be Members. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association."

2. Article III of the Declaration, Restrictions, is hereby amended by adding the following two sections:

"3.20 Mortgage or Conveyance of Common Area. The Common Area can not be mortgaged or conveyed without the consent of at last two-thirds (2/3) of the Lot Owners, excluding the Declarant."

"3.21 Easement Over Common Area. Any Lot Owner who gains access to his Lot over a Common Area is hereby granted an easement to utilize said Common Area, all as shown on the recorded plats of Glenridge Subdivision, and any conveyance or encumbrance of such Common Area shall be subject to the Lot Owner's easement."

3. Article V of the Declaration, Declarant Rights, is hereby amended by deleting Section 5.1 thereof, and by renumbering Section 5.2, Modification, as 5.1, renumbering Section 5.3, Additional Rights, as 5.2, and the following section shall replace the newly renumbered Section 5.1 (Modification) thereof:

"5.1 Modification. Modification or amendment of the Declaration shall be accomplished strictly in accordance with the provisions of the Declaration, and any Supplemental Declaration(s) or amendments thereto."

**AMENDMENT OF SUPPLEMENTAL DECLARATION**

1. Article IV of the Supplemental Declaration, General and Special Provisions, is hereby amended to delete the following last sentence of Section 4.6, Amendment by Declarant:

"In addition, so long as Declarant owns property for development or sale, it may unilaterally amend or change this Supplemental Declaration for any other purpose, provided the amendment or change has no material adverse effect upon the value of the Lots."

2. Article IV of the Supplemental Declaration, General and Special Provisions, is hereby amended, and the following section shall replace Section 4.12 thereof:

"4.12 Reservation of Declarant Rights. Subject to any provision herein set forth and as set forth in the Declaration and in any Supplemental Declaration, the Declarant shall and does hereby continue its reservation of all its rights as set forth in the Declaration."

**REQUIREMENTS OF FHA, VA and HUD**

The aforesaid amendments, including replacements and/or deletions from the Declaration and the Supplemental Declaration are being accomplished pursuant to the requirements of the FHA, VA and HUD.

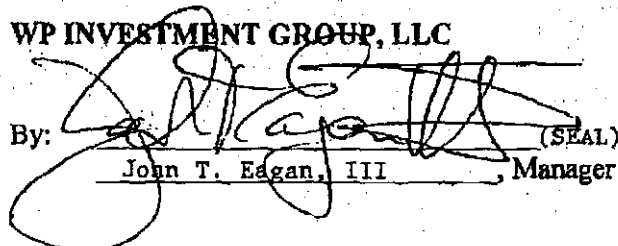
**REMAINING PROVISIONS UNCHANGED**

All other terms and provisions of the Declaration and the Supplemental Declaration will remain unchanged and fully applicable and effective as initially recorded.

**IN WITNESS WHEREOF**, the undersigned has caused this First Amendment to Supplemental Declaration to be executed effective the day and year first above written.

**WP INVESTMENT GROUP, LLC**

By:

  
(SEAL)

John T. Edgan, III, Manager

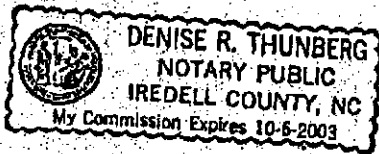
STATE OF NORTH CAROLINA  
IREDELL COUNTY

I, a Notary Public of the County and State aforesaid, certify that John T. Eagan, III personally came before me this day and acknowledged that he is Manager of WP INVESTMENT GROUP, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him as its Manager.

Witness my hand and official seal, this 14th day of December, 2001.

My Commission Expires:  
10-06-03

Denise R. Thunberg  
Notary Public





**SUPPLEMENTAL DECLARATION  
TO THE  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR THE SINGLE-FAMILY LOTS OF GLENRIDGE SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION is made as of the date set forth below by WP INVESTMENT GROUP, LLC, a North Carolina limited liability company ("Declarant").

WHEREAS, Declarant recorded that certain Declaration of Restrictive Covenants of Glenridge ("Glenridge") Subdivision ("Declaration") in Deed Book 10949, Page 585, *et seq.*, in the Office of the Register of Deeds of Mecklenburg County, North Carolina, on December 6, 1999, in which said Declaration the Declarant retained the right to amend and modify as set forth in Sections 1.2 and 5.2 of said Declaration by duly recorded documents in the aforesaid Office of the Register of Deeds from time to time; and

WHEREAS, the Declarant reserved the right (but without obligation) to add additional property ("Additional Property") to the development scheme established under the Declaration, and in doing so the Declarant reserved the right to record Supplementary Declarations ("Supplemental Declaration") as may be necessary to complete the development of the property or any additional phases added thereto;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration and submits the Additional Property, which shall consist of those certain Lots numbered 1 through 108, inclusive, of Glenridge, Phase II, which shall be known as Class II Lots, which have been planned, platted, recorded, revised and recorded in Map Book 37 at Page 233 and Map Book 37 at Page 535 of the Mecklenburg County Registry. Such property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and all Supplemental Declarations as have been amended and as may be further amended and supplemented from time to time, and the following additional provisions, all of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

**ARTICLE I**  
**Definitions**

All terms defined as set forth in the Declaration and all Supplemental Declarations as have been amended are incorporated herein by reference.

**ARTICLE II**  
**General Provisions**

**2.1 Binding Effect.** The covenants and restrictions of this Supplemental Declaration shall run with and bind the land for the period of time as set forth in the Declaration, after which time they shall be extended as set forth in the Declaration and amendments.

**2.2 Reservation of Declarant Rights.** Notwithstanding any provision herein set forth, the Declarant shall and does hereby continue its reservation of all its rights as set forth in the Declaration, and nothing contained herein shall limit those said rights.

IN WITNESS WHEREOF, the Declarant hereby executes this instrument under seal by and through its duly authorized manager, this 2<sup>ND</sup> day of July, 2002.

**DECLARANT:** WP Investment Group, LLC,  
A North Carolina Limited Liability Company

By: [Signature]  
Manager

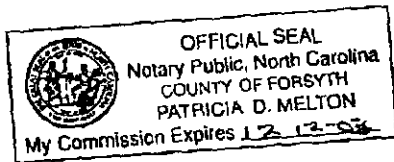
STATE OF NORTH CAROLINA  
Forsyth COUNTY

I, a Notary Public of the County and State aforesaid, certify that John T. Casper, Jr. personally came before me this day and acknowledged that he is Manager of WP INVESTMENT GROUP, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him as its Manager.

Witness my hand and official seal, this 2<sup>ND</sup> day of July, 2002.

My Commission Expires: 12-12-03

[Signature]  
Notary Public



Prepared by and recorded to:  
Walter H. Jones, Jr. (Dr)  
330 S. Main St.  
Moorestville, NC 28115

FOR REGISTRATION JUDITH A. GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2001 JUL 03 01:43 PM  
BOOK: 12412 PAGE: 585-592 FEE: \$20.00  
INSTRUMENT # 2001109225

2

**SUPPLEMENTAL DECLARATION  
TO THE  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR THE SINGLE-FAMILY LOTS OF GLENRIDGE SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION is made as of the date set forth below by WP INVESTMENT GROUP, LLC, a North Carolina limited liability company ("Declarant").

WHEREAS, Declarant recorded that certain Declaration of Restrictive Covenants of Glenridge ("Glenridge") Subdivision ("Declaration") in Deed Book 10949, Page 585, *et seq.*, in the Office of the Register of Deeds of Mecklenburg County, North Carolina, on December 6, 1999, in which said Declaration the Declarant retained the right to amend and modify as set forth in Sections 1.2 and 5.2 of said Declaration by duly recorded documents in the aforesaid Office of the Register of Deeds from time to time; and

WHEREAS, the Declarant reserved the right (but without obligation) to add additional property ("Additional Property") to the development scheme established under the Declaration, and in doing so the Declarant reserved the right to record Supplementary Declarations ("Supplemental Declaration") that "may contain such...modifications" and exceptions to "the restrictions...in this Declaration as may be necessary to reflect the different character of the Additional Property" and to complete the development of the property or any additional phases added thereto; and

WHEREAS, Sections 1.2 and 5.2 of the Declaration provide that Declarant may subject any portion of Glenridge or additional phases thereto to additional covenants and easements contained in a Supplemental Declaration and that such Supplemental Declaration may create exceptions to or otherwise modify the terms of the Declaration for the property subject to such Supplemental Declaration; and

WHEREAS, Declarant desires to amend its aforesaid Declaration and intends to amend, by appropriate Glenridge Homeowners Association of N.C., Inc. ("Association") action, the Bylaws of the Association with the modifications which are necessary to implement the intent of the Declarant specifically set forth hereinafter;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration and submits the Additional Property, which shall consist of those certain Lots numbered 1 through 44, inclusive, of Glenridge, Phase 1, Map 2, which shall be known as Class I Lots, and those certain Lots numbered 45 through 71, inclusive, of Glenridge, Phase 1, Map 2, which shall be known as Class II Lots, all of which have been planned, platted, recorded, revised and recorded in Map Book 31 at Page 261, Map Book 31 at Page 531, Map Book 32 at Page 296, Map Book 32 at Page 298, Map Book 32 at Page 833, Map Book 33 at Page 349 and Map Book 35 at Page 201 of the Mecklenburg County Registry, to the Declaration and to the control and jurisdiction of the Association. Such property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions

2

2

of the Declaration and this Supplemental Declaration, as may be further amended and supplemented from time to time, and the following additional provisions, all of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

## **ARTICLE I** **Definitions**

All terms defined as set forth in the Declaration are incorporated herein by reference. Capitalized terms shall be defined as provided in the Declaration, except as otherwise specifically defined herein.

## **ARTICLE II** **Supremacy of Master Association**

**2.1 Master Association Defined.** The Glenridge Homeowners Association of N.C., Inc. shall henceforth be designated as the Master Association (hereinafter "Association") as permitted and as pursuant to North Carolina General Statutes Section 47F-2-120.

**2.2 Subject to Governance of Master Association.** It is recognized that any Additional Property added to Glenridge shall be a part of the larger Glenridge community. In addition to all of the rights and obligations which have been conferred or imposed upon the Additional Property Lot Owners pursuant to the Declaration, this Supplemental Declaration, the Association Bylaws and Articles of Incorporation, as amended from time to time, (collectively the "Governing Documents"), the Additional Property Lot Owners shall be entitled to exercise any of the rights conferred upon them and shall be subject to all of the obligations imposed upon them pursuant to any subsequent Supplemental Declaration. Any subsequently created homeowners association or sub-association ("Sub-Association"), its Board of Directors and all committees thereof shall also be subject to all superior rights and powers which have been previously or herein conferred upon the Additional Property pursuant to the initial Declaration and Bylaws of the Association. No Sub-Association shall take any action in derogation of the rights of, or contrary to the interests of, the Association. The Association is hereby deemed to have, and is herewith irrevocably given, the absolute right (without obligation) to amend, change or veto any action of any Sub-Association, which said right will not be capriciously exercised.

The Association also shall have the power to require specific action to be taken by any Sub-Association in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

The Sub-Association shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Sub-Association fails to comply, the Association shall have the right to effect such action on behalf of the Sub-Association and levy a Specific Assessment against the Lots in the Sub-Association to cover the costs, as well as an administrative charge and sanctions.

The Association shall have the authority, but not the obligation, to enforce any provision contained in the governing documents of the Sub-Association. The Sub-Association shall have the primary responsibility to enforce its governing documents, and the Association's rights hereunder shall be exercised only after the Sub-Association has failed or refused to fulfill its obligations. In any action to enforce the Declaration or the governing documents of the Sub-Association, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and Court costs reasonably incurred in such action.

The provisions of the Governing Documents shall apply in addition to the provisions of any Supplemental Declaration and other documents referenced therein. In the event of conflict between or among the provisions of the Governing Documents and the provisions of any Supplemental Declaration, the provisions of the Governing Documents shall control.

### **ARTICLE III** **Special Provisions**

**3.1 Establishment of Class I and Class II Lots.** Those certain Lots numbered 1 through 44, inclusive, of GLENRIDGE, PHASE 1, MAP 2 as planned, platted and recorded shall be hereafter known as Class I Lots. Those certain Lots numbered 45 through 71, inclusive, of GLENRIDGE, PHASE 1, MAP 2 as planned, platted and recorded shall be hereafter known as Class II Lots. The Class I and Class II Lots specifically exclude the Lots comprising The Townhomes at Glenridge, which consist of Lots numbered 72 through 128, inclusive. The plats for Class I and Class II Lots collectively have been planned, platted, recorded, revised and recorded in Map Book 31 at Page 261, Map Book 31 at Page 531, Map Book 32 at Page 296, Map Book 32 at Page 298, Map Book 32 at Page 833, Map Book 33 at Page 349 and Map Book 35 at Page 201, Mecklenburg County Registry. Except as specifically provided in this Supplemental Declaration, both Class I and Class II Lots shall have those same rights and obligations which are provided under the Declaration and any Supplemental Declaration.

**3.2 Special Assessments and Maintenance for Class II Lots.** By utilizing annual dues ("Dues") to be paid by Class II Lot Owners, the Association shall provide for swimming pool ("Pool") maintenance and improvements. The Association may enter into necessary contracts to provide such services. Each Owner of a Class II Lot shall be responsible for any flower beds or plantings on his Lot not otherwise maintained by the Association. The Association shall have the power to adopt and enforce reasonable Rules and Regulations regarding landscaping standards for Class II Lots. Each Class II Lot Owner shall otherwise remain fully responsible for the timely compliance with the

directives of the Association and the timely installation and maintenance of all improvements on his Lot.

**3.3 Swimming Pool Dues and Assessments for Class II Lots.** By acceptance of a deed to a Class II Lot, each Owner and his successors and assigns agree to pay additional pool dues ("Pool Dues"). These Pool Dues shall be in addition to any other regular or Special Assessments payable by Lot Owners under the Declaration. The funds arising from such Pool Dues may also be used for those purposes expressed in Section 2.2 above.

Such Pool Dues shall be in an amount to be fixed from year to year by the Association, which may establish different rates from year to year as it may reasonably deem necessary. The Pool Dues shall be paid yearly and shall be due within thirty (30) days of the date of the mailing of the notice with regard to the Pool Dues by the Association. Pool Dues for each subsequent year after the first year shall not exceed the Pool Dues of the year immediately preceding by an amount of more than twenty percent (20%). Provided, however, that the Pool Dues may be increased without limitation or special Pool-related Assessments may be levied upon a vote of two-thirds (2/3) of the Board of Directors of the Association, at a meeting of the Board of Directors of the Association duly called for such purpose, at which meeting a quorum of the Board (majority) shall be required.

The Association shall not be obligated to spend in any one calendar year all of the sums collected during said year by way of Dues or Special Assessments and may carry forward any balance remaining into surplus. The Association may, but shall not be obliged, to apply any such surplus to the reduction of charges in the succeeding year.

**3.4 Restricted Voting Privilege for Class II Lots.** With respect to the consideration at a meeting of the Members of the Association of any matter which pertains to the Pool Dues or any special Pool-related Assessment or any other matter provided for herein which pertains solely to the Class II Lots, only the Class II Lots shall be permitted to vote.

#### **ARTICLE IV** **General and Special Provisions**

**4.1 Enforcement.** The Association, the Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant 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.

**4.2 Authority of Owner.** If an Owner consents to any amendment to this Supplemental Declaration it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

**4.3 Interim Authority Regarding Common Areas.** Prior to the conveyance of the Common Areas to the Association by the Declarant, any and all rights, powers, authority and prerogatives which are reposed in the Association's Board of Directors by the terms of this Supplemental Declaration shall be exercisable by the said Board or by the Declarant.

**4.4 Sub-Association; Voting of Lots.** The Sub-Association having jurisdiction over the Additional Property shall be entitled to cast all votes allocated to Lots within the Additional Property. The Association shall send a copy of all notices to be provided to Members, except for notices required to be provided to an Owner of a particular Lot (e.g., a Lot in violation of the Governing Documents), to the Sub-Association at the principal office of the Sub-Association or its managing agent or at such other address as shall be designated by notice in writing to the Association. Notwithstanding any provision of the Declaration, the Lots within the Additional Property, collectively, shall have 20% of the total votes of all Lots subject to the Declaration through its representative on the Association's Board consisting of one (1) representative on the five (5) member Board. A representative chosen by the board of directors of the Sub-Association shall serve on the Board of the Association and he shall cast all votes for Lots within the Additional Property, as the Sub-Association's board of directors determines in accordance with its governing documents and directives.

**4.5 Assessment of Lots in Additional Property.** The Association shall assess the Lots within the Additional Property, collectively, fifteen percent (15%) of the total Assessments which the Association levies on all Lots subject to the Declaration, such amount to be allocated among the Lots within the subject property in accordance with the allocation of common expenses provided for in the governing documents of the Sub-Association.

The Sub-Association shall include in its common expense budget, and shall be responsible for collecting from the Owners and paying immediately to the Association the total amount of all Assessments levied by the Association against Lots within the Additional Property. Such amount shall have first priority for payment out of the income of the Sub-Association.

The obligation of the Sub-Association for collection and payment of Assessments to the Association shall be enforceable by the Association. All Assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Association's Board may establish, subject to the limitations of North Carolina law), late charges as determined by Board resolution, costs and reasonable attorneys' fees, shall be the obligation of the Sub-Association and the personal obligation of each Owner of a Lot within the Additional Property.

If the Sub-Association fails to timely pay all or any portion of the amount payable to the Association when due, a lien in favor of the Association shall attach to each Lot within the Additional Property in an amount equal to the delinquent amount multiplied by such Lot's share of the common expenses of the Sub-Association, as set forth in the Sub-Association's governing documents. Such lien shall also secure interest (not to exceed the maximum lawful rate) on the principal amount due, all late charges from the date first due and payable, all costs of collection, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law.

Any Owner of a Lot within the Additional Property may obtain the release of the Owner's Lot from such lien by paying to the Association the amount secured by such lien or by showing the Association proof of payment of its share of the Assessment to the Sub-Association.

In the event any Assessment levied under the Supplemental Declaration remains unpaid after ninety (90) days, the Association may institute suit to collect such amounts and to foreclose its lien(s). All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest, and then to delinquent Assessments.

**4.6 Amendment by Declarant.** Declarant may unilaterally amend or change this Supplemental Declaration if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency.

In addition, so long as Declarant owns property for development or sale, it may unilaterally amend or change this Supplemental Declaration for any other purpose, provided the amendment or change has no material adverse effect upon the value of the Lots.

**4.7 Amendment by Owners.** Except as otherwise specifically provided above, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of seventy-five percent (75%) of the Lots within the Additional Property and, so long as Declarant owns any Lot within the Additional Property, the consent of Declarant. In addition, the consent of the Board of Directors of the Association shall be required.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.



**4.8 Validity and Effective Date.** No amendment may remove, revoke or modify any right or privilege of Declarant without Declarant's (or the assignee of such right or privilege) written consent, respectively. If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of the Supplemental Declaration.

**4.9 Effectiveness.** Except as specifically modified herein, all other provisions of the Declaration shall remain in full force and effect.

**4.10 Binding Effect.** The covenants and restrictions of this Supplemental Declaration shall run with and bind the land for the period of time as set forth in the Declaration, after which time they shall be automatically extended for successive periods of ten (10) years.

**4.11 Severability.** Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no manner affect any other provision hereof, which shall remain in full force and effect.

**4.12 Reservation of Declarant Rights.** Notwithstanding any provision herein set forth, the Declarant shall and does hereby continue its reservation of all its rights as set forth in the Declaration, and nothing contained herein shall limit those said rights.

IN WITNESS WHEREOF, the Declarant hereby executes this instrument under seal by and through its duly authorized manager, this 27th day of June, 2001.

**DECLARANT:** WP Investment Group, LLC,  
A North Carolina Limited Liability Company

By: [Signature]  
Manager  
John T. Eagan, Jr.

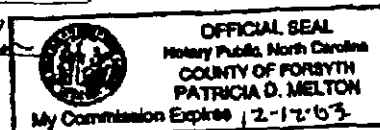
STATE OF NORTH CAROLINA  
Forsyth COUNTY

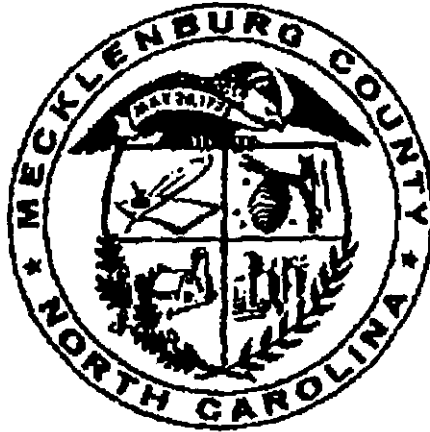
I, a Notary Public of the County and State aforesaid, certify that John T. Eagan, Jr. personally came before me this day and acknowledged that he is Manager of WP INVESTMENT GROUP, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him as its Manager.

Witness my hand and official seal, this 27 day of June, 2001.

My Commission Expires: 12-12-03

[Signature]  
Notary Public





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

\*\*\*\*\*

Filed For Registration: 07/03/2001 01:43 PM  
Book: RE 12412 Page: 585-592  
Document No.: 2001109225  
RESTR 8 PGS \$20.00

Recorder: EMEM DREHER

\*\*\*\*\*

State of North Carolina, County of Mecklenburg

The foregoing certificate of PATRICIA D. MELTON Notary is certified to be correct. This 3 RD of July 2001

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

\*\*\*\*\*



2001109225

Prepared by and return to:  
Walter H. Jones, Jr. (DT)  
330 S. Main St.  
Mooresville, NC 28115

FOR REGISTRATION JUDITH A GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2001 JUL 03 01 43 PM  
BOOK 12412 PAGE 549-584 FEE \$76.00  
INSTRUMENT # 2001109224

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
GLENRIDGE SUBDIVISION  
CREATING THE TOWNHOMES AT GLENRIDGE**

*This Supplemental Declaration of Covenants, Conditions and Restrictions is made this 27th day of June, 2001, by WP INVESTMENT GROUP, LLC, a North Carolina Limited Liability Company, referred to in this instrument as "Declarant."*

**STATEMENT OF PURPOSE**

Declarant is the developer of that certain subdivision located in Mecklenburg County, North Carolina, known as Glenridge ("Glenridge"), which is a subdivision created by the Declarant for single-family residents of varying kinds and to which the Declarant desires to add additional property for the purpose of creating Townhome residences. Declarant recorded that certain Declaration of Restrictive Covenants of Glenridge Subdivision ("Declaration") in Deed Book 10949, Page 585, *et seq.*, in the Office of the Register of Deeds of Mecklenburg County, North Carolina, on December 6, 1999, in which said Declaration the Declarant retained the right to amend and modify as set forth in Sections 1.2 and 5.2 of said Declaration by duly recorded documents in the aforesaid Office of the Register of Deeds from time to time, and the Declarant reserved the right therein to record Supplementary Declarations ("Supplemental Declaration") that "may contain such...modifications" and exceptions to "the restrictions...in this Declaration as may be necessary to reflect the different character of the Additional Property" and to complete the development of the property or any additional phases added thereto. Glenridge is governed by an association of homeowners known as the Glenridge Homeowners Association of N.C., Inc. (the "Association"), which is authorized to oversee and govern the owning, maintaining and administering certain of the common areas of Glenridge Subdivision and its additional Phases and administering and enforcing covenants and restrictions contained in all documents filed and/or recorded with regard to the Glenridge Subdivision and its additional Phases. The Declarant has designated the Association as the Master Association which shall be the ultimate controlling entity of all associations which may be created to control Common Areas in other Phases of Glenridge Subdivision, and to that end, the Declarant will utilize subordinate homeowners associations.

Declarant is the owner of that certain parcel of land located in Mecklenburg County, North Carolina, consisting of Lots #72 through #128, inclusive, which is known as GLENRIDGE, PHASE 1, MAP IV, recorded in Map Book, 34, Page 613, and as revised and recorded in Map Book 34, Page 875, and as further revised and recorded in Map Book 35, Page 203, Mecklenburg County Registry, which Maps are incorporated herein by reference (the "Existing Property"). Declarant desires to create on the Existing Property shown on said recorded Maps a residential community of single-family townhome residences to be named The Townhomes at Glenridge (the "Townhomes").

Declarant will convey the Existing Property subject to the following protective covenants, conditions, restrictions, reservations and charges as set forth herein and which shall run with the Lots and be binding on all parties having any right, title, or interest therein, their heirs, successors and assigns.

Declarant desires to achieve the most appropriate, attractive development and improvement as to each Lot, to protect the Lot Owners against improper use of the property, to preserve insofar as practicable the natural beauty of each Lot, to guard against the erection thereon of structures designed, proportioned or consisting of materials contrary to that required hereby, and to secure and maintain proper setbacks with certain free space between structures, and in general to provide for a high quality of improvements which will enhance the value of the Townhomes.

Declarant desires to create an organization, subordinate to the aforementioned Association, to which will be delegated and assigned the powers of owning, maintaining and administering certain of the Common Areas and Limited Common Areas of the Townhomes, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created, in order to sufficiently preserve, protect and enhance the values and amenities in the Existing Property and in Glenridge, to assure the residents' enjoyment of the specific rights, privileges and easements in the Common Areas, and to provide for the maintenance and upkeep of certain of the Common Areas and amenities. To that end, the Declarant has or will cause to be incorporated under North Carolina law, **The Townhomes at Glenridge Homeowners Association, Inc.** (the "Townhomes Association"), as a nonprofit corporation for the purpose of exercising and performing the aforesaid functions, subject to reservations of control and veto which are hereinafter set forth, and which shall render the said Townhomes Association at all times as a subordinate association to the **Glenridge Homeowners Association of N.C., Inc.**, which is henceforth declared to be the "Master Association" having authority and control over the Townhomes Association.

In consideration of the premises and for the purposes stated, Declarant hereby declares that Lots #72 through #128, inclusive, as shown on the map entitled **GLENRIDGE, PHASE 1, MAP IV**, recorded in Map Book, 34, Page 613, and as revised and recorded in Map Book 34, Page 875, and as further revised and recorded in Map Book 35, Page 203, Mecklenburg County Registry, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall be construed as covenants running with the land and shall be binding upon all parties having any right, title or interest in the described real property or any part thereof, and to their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### **ARTICLE I: DEFINITIONS**

The following words when used in this Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 **“Additional Property”** shall mean additional real estate other than the Existing Property which may be or become subject to the terms of this Supplemental Declaration in accordance with the provisions of Section 2.2 of this Supplemental Declaration.
- 1.2 **“Alleys”** shall mean the types of Common Areas in the nature of access and service rights-of-way running along the rear and sides of the Lots on the aforesaid duly recorded Maps.
- 1.3 **“Association”** shall mean and refer to **Glenridge Homeowners Association of N.C., Inc.**, a nonprofit corporation organized and existing under the laws of the State of North Carolina and its successors and assigns, which may also hereinafter be referred to as the Master Association for the development of Glenridge Subdivision to which the Townhomes Association shall forever be subordinate.
- 1.4 **“Board of Directors”** and **“Board”** shall mean and refer to the Board of Directors of the Townhomes Association, which shall be elected and serve pursuant to the Bylaws.
- 1.5 **“Builder(s)”** shall mean and refer to any person or firm in the business of building and selling homes to individuals and selected by Declarant to buy Lots and construct homes for sale in the Development.
- 1.6 **“Bylaws”** shall mean the Bylaws for the Townhomes Association.
- 1.7 **“Common Areas”** shall mean all real property owned by the Townhomes Association in **GLENRIDGE, PHASE 1, MAP IV**, Map Book, 34, Page 613, and as revised and recorded in Map Book 34, Page 875, and as further revised and recorded in Map Book 35, Page 203, Mecklenburg County Registry, for the common use and enjoyment of members of the Townhomes Association lying within the boundaries of the Properties. Common Areas, with respect to the Properties subject to this Supplemental Declaration shall be shown on the plats of **The Townhomes at Glenridge** recorded in the Mecklenburg County Registry and designated thereon as **“Common Areas,” “Common Area,” “Common Open Space”** or **“Urban Open Space.”**
- 1.8 **“Declarant”** shall mean and refer to WP Investment Group, LLC, and its successors and assigns.
- 1.9 **“Declaration”** shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions of **Glenridge**, as recorded in Book 10949, Page 585, as the same may be amended from time to time as herein provided.

- 1.10 **“Development”** shall mean and refer to The Townhomes at Glenridge, a residential subdivision proposed to be developed on the Existing Property by Declarant.
- 1.11 **“Dwelling(s)”** shall mean and refer to the residential unit(s) on the Lot(s) and the attachments thereto.
- 1.12 **“Existing Property”** shall mean and refer to all that real property as described in the map entitled **GLENRIDGE, PHASE 1, MAP IV**, recorded in Map Book, 34, Page 613, and as revised and recorded in Map Book 34, Page 875, and as further revised and recorded in Map Book 35, Page 203, Mecklenburg County Registry.
- 1.13 **“FHA” and “VA”** shall mean and refer to the Federal Housing Administration, U.S. Department of Housing and Urban Development, and the Veteran’s Administration, respectively. If either or both of these federal agencies shall hereafter cease to exist or perform the same or similar functions they now serve, references hereto to FHA or VA shall be deemed to mean and refer to such agency or agencies as may succeed to the duties and services now performed by either or both of these departments.
- 1.14 **“Glenridge”** shall mean Glenridge Subdivision and all of its Phases.
- 1.15 **“Governing Documents”** shall mean and refer to the Declaration and this Supplemental Declaration, the Articles of Incorporation and Bylaws of the Association, and the Articles of Incorporation and Bylaws of the Townhomes Association.
- 1.16 **“Limited Common Area”** shall mean those lands that serve only a limited number of Lots and which may include, but specifically are not limited to, driveways and walkways serving townhome sites, parking spaces, buildings, other areas serving only specified Lots and other such similar areas as may be designated by the Declarant. Limited Common Area shall also include the party walls (excluding their surfaces), exterior surfaces of the dwellings (excluding those items of exterior maintenance which are specifically excluded in Section 6.1 hereof and shall be the sole responsibility of the Owner) and those areas located outside the dwelling and its attachments but located within the Lot boundaries.
- 1.17 **“Lot”** shall mean and refer to any numbered plot of land, with delineated boundary lines, to be used for residential purposes shown upon any recorded subdivision plat of the Properties subject to this Supplemental Declaration.

- 1.18 **"Map"** shall mean and refer to the map or maps of the Existing Property which are to be recorded in the Mecklenburg County Public Registry, and the map(s) of any additions to the Existing Property which may be recorded hereafter by the Declarant in the Mecklenburg County Public Registry.
- 1.19 **"Membership"** shall mean and refer to any Owner of a Lot.
- 1.20 **"Monthly Assessments"** shall mean the assessments established pursuant to paragraphs 5.2 and 5.5 of this Supplemental Declaration.
- 1.21 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including Declarant, which is a part of **The Townhomes at Glenridge**, but excluding those having such interest merely as security for the performance of an obligation.
- 1.22 **"Person"** shall mean a natural person, as well as a corporation, partnership, limited liability company, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine and the use of the singular shall include the plural where the context so requires.
- 1.23 **"Property" or "Properties"** shall mean the Existing Property described in Article II, Section 1 hereof, and such additions thereto as may from time to time be designated by Declarant in accordance with Article II hereof, whether or not such additions are contiguous with or adjoining the boundary line of the Existing Property. "Property" or "Properties" may sometimes be referred to herein as **"The Townhomes at Glenridge."**
- 1.24 **"Special Assessments"** shall mean the assessments established pursuant to paragraph 5.7 of this Supplemental Declaration.
- 1.25 **"Subdivision"** shall mean **Glenridge** and all of its Phases.
- 1.26 **"Supplemental Declaration"** shall mean and refer to any Supplemental Declaration of Covenants, Conditions, and Restrictions which are specific to certain sections, phases or Maps of **Glenridge** or **The Townhomes at Glenridge** as defined herein.
- 1.27 **"Townhomes Association"** shall mean **The Townhomes at Glenridge Homeowners Association, Inc.**, a nonprofit corporation organized and existing under the laws of the State of North Carolina, and its successors and assigns, which shall be subordinate to the Glenridge Homeowners Association of N.C., Inc., and which said Townhomes Association may also be referred to as the "sub-association."

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

- 2.1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Supplemental Declaration, and is, or shall be, within the jurisdiction of the Townhomes Association, is located in Mecklenburg County, North Carolina, and is more particularly described on the Map of **GLENRIDGE, PHASE 1, MAP IV**, recorded in Map Book, 34, Page 613, and as revised and recorded in Map Book 34, Page 875, and as further revised and recorded in Map Book 35, Page 203, Mecklenburg County Registry. Only the Existing Property is hereby made subject to this Supplemental Declaration; provided, however, Declarant shall have the right to subject additional real property to these restrictions as provided in Section 2.2
- 2.2 Without further assent or permit, Declarant shall have the right from time to time to subject additional real property to the terms and scheme of this Supplemental Declaration said property to be developed as part of **The Townhomes at Glenridge** and thereby bringing such additional properties within the jurisdiction of the Association by filing a Supplemental Declaration in the office of the Register of Deeds for Mecklenburg County, North Carolina, containing a description of the additional property and a statement by the Declarant of its intent to extend the operation and effect of this Supplemental Declaration to the additional property.
- 2.3 Any addition of real property (or easements or rights-of-way to such real property) shall be made by filing of record one or more Supplemental Declarations in respect to the property in the Mecklenburg County, North Carolina, Public Registry to be then made subject to this Supplemental Declaration, and the jurisdiction of the Townhomes Association shall thereby then extend to such property and subject such addition to the Assessments provided in this instrument for a just and proportionate share of the Townhomes Association's expenses.
- 2.4 Any Supplemental Declaration may contain amendments, additions and modifications to the covenants, conditions and restrictions contained herein as may be necessary in the sole discretion and judgment of Declarant to reflect the different design, development and/or character of the Additional Property.



**ARTICLE III: PROPERTY RIGHTS**

**3.1 Ownership of Common Areas.**

- (a) Declarant shall convey the appropriate Common Areas, including, but not limited to, the Common Area upon which is located the swimming pool and its related improvements, to the Townhomes Association after completion by Declarant of improvements thereon, if any, and upon such time as Declarant determines that the Townhomes Association is able to maintain same. Notwithstanding the recordation of any Map or any other action by Declarant or the Townhomes Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public; however, all Common Areas shall be and remain fully accessible and utilizable by all residents of Glenridge Subdivision, including, but not limited to, the swimming pool Common Area.
- (b) Until Declarant conveys the Common Areas to the Townhomes Association and at all times thereafter, the Townhomes Association shall be subordinate to, and in all respects a sub-association of, the Association, which shall be deemed a Master Association for the purposes of controlling the Common Areas of all Phases of Glenridge, including the Townhomes Phase as exists at the time of the recording of this Supplemental Declaration and at any and all times thereafter.
- (c) Any conveyance of the Common Areas to the Townhomes Association shall be expressly subject to the provisions of this Section, and the utilization, control and governing of the Common Areas by the Townhomes Association shall be subject to the absolute right of the Glenridge Homeowners Association of N.C., Inc. Board of Directors to veto any action taken by the Townhomes Association or its Board; however, said veto power shall not be exercised unreasonably.

- 3.2 Owner's Easements of Enjoyment.** Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot subject to the provision of this Supplemental Declaration. Each Owner's nonexclusive right and easement of enjoyment in and to the Common Areas is subordinate to the right of the Townhomes Association to dedicate and convey Common Areas pursuant to Sections (e) and (f) of this paragraph. Each Owner's easement of enjoyment is subject to the following:

- (a) The right of the Townhomes Association to promulgate and enforce reasonable regulations governing the use of the Common Areas to assure the safety and rights of all Owners;
- (b) The right of the Townhomes Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Areas;
- (c) The right of the Townhomes Association to limit the use of the Common Areas;
- (d) The right of the Townhomes Association to suspend the voting rights of an Owner for any period during which any Assessment against his Lot remains unpaid or for any infraction of the Townhomes Association's published rules and regulations, if any;
- (e) The right of the Townhomes Association to dedicate or transfer all or any part of the Common Areas and Limited Common Area which it owns to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Townhomes Association members. No such dedication or transfer shall be effective after the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership unless the members entitled to at least two-thirds (2/3) of the vote appurtenant to Class A Lots and Class B Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this paragraph shall not preclude the Board of Directors of the Townhomes Association from, unilaterally and without consulting the Membership, granting easements for the installation and maintenance of electrical, telephone, communications, cablevision, water and sewerage utilities and drainage facilities upon, over, under and across the Common Areas without the assent of the Membership;
- (f) The right of the Declarant, Association or the Townhomes Association Board to grant any of the foregoing utility, drainage and other easements across the Common Areas, including the Limited Common Area; and
- (g) The right of the Townhomes Association Board to dedicate or transfer all or any part of the Common Areas to third parties provided the Townhomes Association acquires in return other property which will be held thereafter as Common Areas of equal or greater value;

- (h) The right of individual Owners to the exclusive use of assigned parking spaces as provided in this Article;
- (i) The right of the Townhomes Association Board, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said Properties shall be subordinate to the rights of the Lot Owners hereunder;
- (j) The right of the Townhomes Association Board to enter any Lot in order to perform any maintenance, alteration, or repair required herein to be performed by the Townhomes Association Board, and the Owner of such Lot shall permit the Townhomes Association Board or its representative to enter for such purpose at reasonable times and with reasonable advance notice; and
- (k) The right of the Townhomes Association Board or its representative to enter any Lot in the case of any emergency threatening such Lot or any other Lot for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate.
- (l) The right of the Townhomes Association Board to enter any Lot for inspection to assure compliance with this Supplemental Declaration and the law.
- (m) The right of the Declarant and/or any Owner of any Lot in Glenridge to utilize the swimming pool in accordance with the reasonable provisions for utilization thereof as may be adopted from time to time by the Association or as established from time to time by the Declarant. All Owners of Lots in Glenridge, their guests or their lessees shall have the absolute right to utilize the said swimming pool pursuant to the foregoing and provided the usage thereof is in compliance with the rules and regulations established by the Association in cooperation with the Townhomes Association.
- (n) The right of the Owners of the Lots in Glenridge to fully and reasonably utilize all of the Common Areas connected to, or surrounding, the swimming pool just as, and to the full extent as, the Townhomes Association members may utilize the said Common Areas.
- (o) No Owner of a Lot of Glenridge or the Townhomes at Glenridge shall be denied membership to the swimming pool. In no event

shall any Owner be required to join the swimming pool or participate in its upkeep and maintenance other than through Monthly or Special Assessments by the Association.

- 3.3 Delegation and Use.** The right and easement of enjoyment granted to every Owner in Section 3.2 of this Article may be exercised by members of Owner's family and guests thereof. An Owner may delegate to his tenants his rights of enjoyment in and to the Common Areas and such facilities thereon as may be provided, in accordance with the Townhomes Association's Bylaws and rules and regulations.
- 3.4 Parking Rights.** Ownership of each Lot shall entitle the Owner or Owners thereof to park no more than two (2) motor vehicles, together with the right of ingress and egress in and upon said parking areas. The two (2) motor vehicle parking spaces for Lots having garages shall be in addition to the garage and shall be on the appurtenant driveway.
- 3.5 TV Antennas and Cablevision.** The Townhomes Association may provide one or more central television antennas for the convenience of the Members and may supply cable television service, and the cost of these may be included in Monthly or Special Assessments. The Townhomes Association may prohibit other cable television service than its own.

#### ***ARTICLE IV: MEMBERSHIP & VOTING RIGHTS***

- 4.1 Membership.** Every Lot shall be subject to Assessment for dues payable as assessed from time to time by the Townhomes Association. Every Owner of a Lot shall be a member of the Townhomes Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Declarant, for so long as it owns a Lot, shall not be subject to the payment or required to pay any Assessment of any nature whatsoever on any Lot which it owns; however, Declarant shall be in all other respects a full voting member of the Townhomes Association as set forth herein.
- 4.2 Voting and Voting Rights.** The Townhomes Association shall have two classes of voting membership:
- (a) **Class A.** Class A members shall be all Owners with the exception of Declarant and Builder(s) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest (other than a leasehold or security interest) in any Lot, all such persons shall be members. The vote for such 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 Lot.

(b) **Class B.** The Class B members shall be Declarant and Builder(s). The Declarant and Builder(s) shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs first:

- (i) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; provided that the Class B Lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing Lots is annexed to the existing property pursuant to Section 2.2 hereof; or
- (ii) Seven (7) years from the date of this Supplemental Declaration.
- (iii) Notwithstanding Sections 4.2(a) and (b) hereof, so long as there shall be any Class B Lots in the Development and unless the Declarant surrenders the rights set forth in this paragraph (iii) by an express amendment to the Supplemental Declaration executed and recorded by Declarant: (a) the Bylaws of the Townhomes Association may not be modified or amended without the Declarant's prior written consent, and (b) the Declarant shall have the right to appoint or remove any Member(s) of the Board of Directors of the Townhomes Association or any officer(s) of the Townhomes Association.

4.3 **Other Obligations.** Other provisions applicable to the rights and obligations of the Members of the Townhomes Association are set forth in the Governing Documents.

4.4 **Board of Directors.** The Townhomes Association shall be governed by a Board of Directors in accordance with its Bylaws.

4.5 **Suspension of Rights.** During any period in which a member shall be in default in the payment of any Monthly, Special or other periodic Assessment levied by the Townhomes Association, the voting rights of such member may be suspended by the Board until such Assessment is paid. In the event of violation by a member of any rules and regulations established by the Board, such member's voting rights may be suspended by the Board after a hearing. Such hearing shall be held by the Board or a committee of three (3) members thereof after giving the member ten (10) days prior written notice specifying such alleged violation and setting the

time, place and date of the hearing. Determination of the violation shall be made by a majority vote of the Board or the committee thereof. During any period in which a member shall be in default in the payment of any Monthly, Special or other periodic Assessment levied by the Townhomes Association or in violation of the Governing Documents or any rules or regulations established by the Board, such member shall be subject to a fine imposed by the Board which shall be the personal obligation of the person who is the Owner of such Lot at the time when the fine was levied.

The provisions as set forth in the preceding paragraph of this Section 4.5 are further subject to the provisions of N.C.G.S. Section 47F-3-107 and 47F-3-107.1.

- 4.6 **Management Contracts.** The Townhomes Association Board is authorized and empowered to engage the services of any person, firm or corporation to act as managing agent of the Townhomes Association at a compensation level to be established by the Board and to perform all of the powers and duties of the Townhomes 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 Townhomes Association Board with or without cause upon ninety (90) days prior written notice to the manager without payment of a termination fee.

#### ***ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS***

- 5.1 **Purpose of Monthly Assessments.** The Monthly Assessments levied by the Townhomes Association Board shall be used as follows:
- (a) To maintain all roads constructed within the Development to the standard of maintenance which would be required by the Town of Cornelius, North Carolina, the County of Mecklenburg, and/or N.C. Department of Transportation, and/or the appropriate governmental authority, before it will accept such roads for maintenance, and until such acceptance takes place;
  - (b) To maintain all Alleys or alleyways constructed within the Development to the standard of maintenance which would be required by the Town of Cornelius, North Carolina, the County of Mecklenburg and/or N.C. Department of Transportation, and/or the appropriate governmental authority, for general usage by the public;

- (c) To maintain all lighting of Common Areas, Limited Common Areas, Alleys and streets, with the exception of lighting provided by a governmental agency or body, if any;
- (d) To maintain the Common Areas, including pathways, in an easily passable condition, free from fallen trees, undergrowth, and other obstructions; and to keep all dead, diseased or decaying trees, shrubs and bushes removed from such areas and to replace such with new trees, shrubs and bushes;
- (e) To timely and fully comply with all directives and requests for payments made by the Glenridge Homeowners Association;
- (f) To keep any parks and/or picnic areas in the Common Areas clean and free from debris and to maintain all picnic tables and other amenities in a clean and orderly condition, and to maintain the landscaping therein, including any necessary removal and replacement of landscaping;
- (g) To maintain all parking areas (for motor vehicles or otherwise) located in the Common Areas free from debris and in good repair;
- (h) To comply with all agreements with (whether of the Declarant or the Townhomes Association), or statutes, ordinances rules or regulations of, the Town of Cornelius (or any agency thereof), Mecklenburg County (or any agency thereof), or the State of North Carolina (or any agency thereof), respecting the use of any Common Areas;
- (i) To provide such security as may be deemed reasonably necessary for the protection of the Common Areas from theft, vandalism, fire and damage from animals;
- (j) To timely pay, upon demand of the Association its share of the costs to maintain the entrance area to the Development in a clean and orderly condition and to maintain the landscaping thereof (including irrigation system, lighting, signage, groundcover, shrubs and flowers) to the standard established at completion of the entrance area;
- (k) To maintain all other landscaping in the Common Areas to the standard established at completion of such landscaping;
- (l) To pay all, or its designated share of the, ad valorem taxes levied against the Common Areas and any property owned by the Townhomes Association;

- (m) To pay the premiums, or its share thereof as requested from time to time by the Association, on all hazard and liability insurance carried by the Association or the Townhomes Association on the Common Areas and/or the building or facility improvements pursuant to the Governing Documents;
- (n) To pay all legal, accounting and other professional fees incurred by the Townhomes Association in carrying out its duties as set forth herein or in the Governing Documents;
- (o) To maintain a contingency reserve equal to five percent (5%) of the sum of the amounts described in preceding subsections of this Section 5.1 in order to fund unanticipated expenses of the Townhomes Association;
- (p) To maintain Best Management Practice ("BMP") for stormwater discharge as designated by duly recorded Map(s) and as required by statutes, ordinances, rules or regulations of the Town of Cornelius (or any agency thereof), Mecklenburg County (or any agency thereof), or the State of North Carolina (or any agency thereof);
- (q) To provide any service which is not readily available from any governmental authority related to the reasonable use, occupancy and enjoyment of the properties and which the Townhomes Association shall decide to provide. Some of the purposes for which assessments may be levied shall include payment for utilities necessary to accomplish the foregoing purposes; and
- (r) To maintain the grounds and the exterior of the residences situated on the Lots as hereinafter provided.

**5.2 Budgeting and Allocating Common Expenses.** At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated expenses for the operation of the Townhomes Association and the operation and maintenance of the Common Areas for the coming year. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Monthly Assessments, authorized in Section 5.5, and Special Assessments against the Lots, as authorized in Section 5.6.

The Townhomes Association Board is hereby authorized to levy Monthly Assessments equally against all Lots subject to Assessments to



fund the Common Expenses. In determining the Monthly Assessment rate per Lot, the Board may consider any Assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to Assessment during the fiscal year. As aforesaid, the Declarant shall not be required to pay Monthly Assessments or Special Assessments of any nature whatsoever for so long as the Declarant owns any Lot and in the Townhomes at Glenridge.

The Declarant may, but shall not be obligated to, reduce the Monthly Assessment for any fiscal year by payment of a subsidy (in addition to any amount paid by Declarant under Section 5.3), which may, in the Declarant's discretion, either be a contribution, an advance against future Assessments due from the Declarant, or a loan. Any such subsidy shall be disclosed in the income portion of the budget. The payment of such subsidy in any year shall not obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Townhomes Association and the Declarant.

Pursuant to N.C.G.S. Section 47F-3-103(c), within 30 days after adoption of any proposed budget, the Board shall provide to each Owner a copy of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than 10 days nor more than 60 days after mailing of the budget and notice. There shall be no requirement that a quorum be present at the meeting. The budget shall be deemed ratified, unless at said meeting the Membership rejects the budget by a two-thirds (2/3) vote. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Monthly Assessment from time to time, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

**5.3 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot (other than the Declarant) by acceptance of a Deed therefor, whether or not it shall be so expressed in said Deed, is deemed to covenant and agree to pay to the Townhomes Association:

- (a) Monthly Assessments ("Monthly Assessments") as established in Section 5.2 (and authorized in Section 5.5) for the purposes specified in Section 5.1

- (b) Special Assessments ("Special Assessments") as may be established in Section 5.6 for the purposes specified in Section 5.1 as may be approved by the members, to be established and collected as provided herein.

In order to secure payment of the Monthly and Special Assessments, any such Assessment or charge remaining unpaid for a period of thirty (30) days or longer, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each such Assessment or charge is made when a claim of lien is filed of record in the manner as described in N.C.G.S. Section 47F-3-116(a) and N.C.G.S. Section 47F-3-116 is otherwise incorporated fully herein by reference with regard to liens for Assessments and as to the type of charges enforceable as Assessments. Each such Assessment or charge, together with interest, fines, late charges, costs of collection and reasonable attorneys' fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successor in title unless expressly assumed by them. Such assumption shall not relieve an Owner of his obligations.

**5.4 Exempt Property.** The Assessments, charges and liens created under this Article shall neither apply to the Common Areas, nor to any Lot the title to which is vested in the Declarant, any first mortgagee subsequent to foreclosure or in the Secretary of Housing and Urban Development or the Administrator of Veterans Affairs or any other state or federal governmental agency which acquired title by reason of such agency's guarantee or insurance of a foreclosed mortgage loan; provided, however, that upon the resale of such property by such first mortgagee or such governmental agency, the Assessment shall again accrue on such Lot. Any Lot which Declarant may hereinafter designate for common use as part of the Common Areas shall also be exempt by a local public authority, and all land granted to or used by a utility company shall be exempt from the Assessments created herein.

**5.5 Maximum Monthly Assessments.** For the calendar year beginning January 1, 2001, the Annual Assessment shall be as reasonably established by the Board for each Class A Lot and Class B Lot in the Development. Monthly Assessments may only be increased in accordance with the following:

- (a) From and after January 1, 2002, the Monthly Assessment for Class A and Class B Lots may be increased each year not more than ten percent (10%) above the Monthly Assessment for the previous year without a vote of the Membership.

- (b) From and after January 1, 2002, the Monthly Assessment for Class A and Class B Lots may be increased above ten percent (10%) and without limitation, if such increase is approved by Members entitled to no less than two-thirds (2/3) of all of the votes of Class A and Class B Members combined. Such voting may be represented in person or by proxy at a meeting duly called for this purpose.
- (c) The Board may not fix the Monthly Assessment at an amount which is unreasonable.

The Monthly Assessments shall be paid as provided in Section 5.8.

- 5.6 **Special Assessments.** In addition to the Monthly Assessments authorized above, the Townhomes Association Board may levy, in any assessment year, a Special Assessment applicable to that year only, as directed by the Association, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, and the roadways serving the Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A and Class B Members combined.
- 5.7 **Notice and Quorum for Any Action Authorized Under Sections 5.5 and 5.6.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.5 or 5.6 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. There shall be no requirement that a quorum be present at the meeting.
- 5.8 **Date of Commencement of Monthly Assessments and Alley Assessments; Due Dates; Certificate of Payment.**
  - (a) **Monthly Assessments.** The Monthly Assessments shall commence as to all Lots on the first day of the first month following the date such property is submitted to the provisions of this Supplemental Declaration by the recording hereof in the Office of the Register of Deeds of Mecklenburg County. From the date on which the Monthly Assessments commence on a Lot until the date on which the Lot is sold by the Declarant or Builder to the purchaser of a home, the Declarant or Builder shall be liable for Monthly Assessments at a rate which is one-third (1/3) of the rate otherwise payable. The first Monthly Assessment shall be adjusted according to the number of days remaining in the calendar year when filed. The Monthly Assessment shall be payable monthly on

the first day of each month or on such other payment date as shall be established by the Board. The Board shall fix the amount of the Monthly Assessment against each Lot as provided in Section 5.2. Written notice of the Monthly Assessment shall be sent to every Owner.

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

- 5.9 Effect of Non-Payment of Assessment; Remedies of the Townhomes Association. Notwithstanding Section 5.8 hereof, the Declarant may, at its election, postpone in whole or in part the date on which the Assessment shall commence, provided that the Declarant maintains the Common Areas for which no Assessment is being collected during the period of such postponement. Any Assessment not paid within fifteen (15) days after the due date shall be assessed a late charge as determined by the Board and bear interest from the due date at an annual rate of twelve percent (12%) but in no event above the then maximum legal rate, and to the extent allowed by law. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors of the Townhomes Association to defray the costs arising because of late payment. The Townhomes Association Board, or its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the Assessment related, and interest, costs and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such Assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Areas, abandonment of his Lot or for any other reason.

The provisions as set forth in the preceding paragraph of this Section Five are further subject to the provisions of N.C.G.S. Sections 47F-3-107 and 47F-3-107.1.

- 5.10 Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust 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. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or under a power of sale or any proceeding in lieu of

foreclosure thereof, shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer, provided, however, that the Board may, in its sole discretion, determine such unpaid Assessments to be a Monthly or Special Assessment, as applicable, collectable pro rata from all Owners including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners notwithstanding the fact that such pro rata portions may cause the Monthly Assessment to be in excess of the maximum permitted in Section 5.5 of this Article. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

- 5.11 **Additional Associations.** Nothing contained herein shall prohibit or affect Declarant's rights to establish one or more additional associations to govern additional section(s), Phase(s) or Map(s) of Glenridge. In the event any separate association is established, the Annual Assessment, Special Assessment, and/or any other applicable Assessment appropriate to the owners of the Lots within that section, Phase or Map shall be in addition to any Annual Assessment and/or Special Assessment established pursuant to this Supplemental Declaration, unless otherwise specified in a supplemental declaration as provided herein. Any Annual Assessment, Special Assessment, and/or any other applicable Assessment for any additional association(s) established pursuant to this paragraph shall be remitted as the Board authorizes and directs said collection of Assessments.

#### ***ARTICLE VI: EXTERIOR MAINTENANCE AND PARTY WALLS***

- 6.1 **Exterior Maintenance of Limited Common Areas.** In addition to maintenance of the Common Areas, the Townhomes Association shall provide exterior maintenance upon each Lot which is subject to Assessment hereunder, including, but not limited to, the following: provide periodic pest control; termite control treatments; paint and/or stain the exterior of the townhouses; repair, replace, maintain and care for roofs, gutters, exterior building surfaces, trees and shrubbery (excluding those planted by an Owner within the enclosed exterior areas of each residence); lawn, grass, walks and driveways within the Lots, mailboxes, fences installed by Declarant or the Townhomes Association, exterior post lights (excluding electricity therefor), and other exterior improvements. Such exterior maintenance shall not include the replacement or repair of window glass, hardware, exterior lighting on the Lots, maintenance or upkeep of rear yards within enclosed fenced areas maintained by the applicable Owner, or the cleaning of patios, walkways, or stoops on the Lots. The Townhomes Association shall further not be required to carry out any maintenance which is specifically designated as the responsibility

of the applicable Townhome Lot Owner pursuant to another provision of the Supplemental Declaration. In order to carry out the Townhomes Association's duties set forth herein, it is reserved to the Townhomes Association Board the right to unobstructed access upon each Lot at all reasonable times to perform maintenance as provided in this Article and each Lot Owner does herewith grant his consent to such unrestricted access.

Further, the Owner of any Lot may, at his election, plant and maintain flowers or shrubbery within the enclosed exterior area of his residence, provided that such planting and maintenance by the Owner does not hinder the Townhomes Association in performing its maintenance of the exterior of the house and the remaining yard spaces. No such maintenance by a Lot Owner shall reduce the assessment payable by him to the Townhomes Association. The Owner shall not plant any vegetation or place anything in the front yard except with the prior written approval of the Townhomes Association.

(As a matter of information to future Members of the Townhomes Association, the Declarants wish to make it known that due to differing amounts of exposure to the elements and other factors, some dwellings may require more maintenance than others and that it is in the best interests of the entire Townhomes Association that all units be properly maintained and that the Townhomes Association shall be required to provide such maintenance provided for herein and make a uniform charge without regard to the actual cost of maintenance of each dwelling.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The determination of the need, quality, extent and cost of maintenance and repair shall be made by the Board of Directors of the Townhomes Association, which determination shall be reasonable and made upon consistent nonarbitrary principles adopted by the Board. The Townhomes Association may, in the Board's discretion, delay commencement of the maintenance and repairs required by casualty or willful or negligent acts, until the cost thereof is paid by the applicable Lot Owner(s) to the Townhomes Association.

The Townhomes Association Board is hereby granted an easement right of access to go upon any Lot for performance of repairs or maintenance, the responsibility of which is the Townhomes Association's hereunder.

## **6.2 Party Walls.**

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Existing Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto. No alterations may be made to any party wall other than alterations to the interior surfaces.
- (b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- (c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any such Owner to call for a larger contribution from the others under any rule of laws regarding liability for negligent or willful acts or omissions.
- (d) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Townhome Lot Owner desires to sell his townhome, he may, in order to assure a prospective purchaser that no adjoining Townhome Lot Owner has a right of contribution as provided above, request that the adjoining Townhome Lot Owner provide a certification that no right of contribution exists. It shall be the duty of each adjoining Townhome Lot Owner to make such certification immediately upon request and without charge, provided, however, that where the adjoining Townhome Lot Owner claims a right of contribution, the certification may contain a recital of the amount claimed. In the event an adjoining Townhome Lot Owner refuses or neglects to provide such certification, it shall be deemed a waiver to proceed against such Townhome Lot Owner or his successor to contributions which may have accrued to that date.

## *ARTICLE VII: INSURANCE*

7.1 **General Requirements.** Insurance coverage on the Property shall be governed by the following provisions:

- (a) **Ownership of Policies.** All insurance policies upon the Properties shall be purchased by the Townhomes Association for the benefit of the Townhomes Association, the Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners. Owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.
  
- (b) **Coverage.** All buildings and improvements upon the land and all personal property of the Townhomes Association included in the Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Townhomes Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:
  - (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
  - (ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land; and
  - (iii) Such policies shall contain clauses providing for waiver of subrogation.
  
- (c) **Liability.** The Townhomes Association shall be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board 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, 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 One Million Dollars (\$1,000,000.00) 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 single group to a single Owner. The Board shall review such limits annually. Until the first meeting of the Board following the initial meeting of the Owners, such public liability insurance shall be in amounts of not less than One Million Dollars per occurrence for claims for bodily injury and property damage. The Townhomes Association shall be required to obtain and maintain to the extent obtainable hazard insurance on the Common Areas.

The provisions as set forth in the preceding paragraph of this Section 7.1 are further subject to the provisions of N.C.G.S. Section 47F-3-113.

- (d) **Premiums.** Premiums for insurance policies purchased by the Townhomes Association shall be paid by the Townhomes Association and shall be included as part of the Monthly Assessment described in Article V above.
- (e) **Proceeds.** All insurance policies purchased by the Townhomes Association shall be for the benefit of the Townhomes Association and the Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds thereof shall be payable to the Townhomes Association as insurance trustees under this Declaration. The sole duty of the Townhomes Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purpose stated herein or stated in the Bylaws and for the benefit of the Owners and their mortgagees in the following shares:
  - (i) Proceeds on account of damage to Common Areas and facilities held for the Townhomes Association.
  - (ii) Proceeds on account of damage to Lots shall be held in undivided shares for the Owners of damaged Lots in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Townhomes Association.
  - (iii) In the event a mortgagee endorsement has been issued for any Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear.

**7.2 Distribution of Insurance Proceeds.** Proceeds of insurance received by

the Townhomes Association as insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- (a) Expense of the Trust. All expenses of the insurance trustees shall be first paid or provisions made therefor.
- (b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners as above provided.

7.3 Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Townhomes Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Townhomes Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments, plus reserves accumulated.

#### ***ARTICLE VIII: ARCHITECTURAL CONTROL***

8.1 Architectural Control Committee. For purposes of this Article VIII, the Architectural Control Committee (the "Committee") is hereby established to assure compliance with the following provisions, and said Committee shall consist of at least three (3) members appointed by the Board.

8.2 Definitions. For purposes of this Supplemental Declaration, the following terms shall have the following meanings unless the context clearly requires a different meaning:

- (a) "accessory building" means every detached garage, carport, tool shed, storage or utility building, wellhouse, guest quarters, cabana or other similar building constructed on a Lot which is not a dwelling;
- (b) "buildings" mean accessory buildings and dwellings;
- (c) "dwelling" means a building constructed for single-family residential use but not excluding guest quarters or other similar quarters; and
- (d) "improvements" or "structures" mean buildings, dwellings and all walls, fences, decks, mailboxes, doghouses, satellite dishes, patios, planters, terraces, swimming pools including wading or inflatable, basketball goals, play area swing sets, tennis courts or anything else constructed or placed on or under the surface of a Lot.

**8.3 General Guidelines.** Listed hereinafter are guidelines which are not intended to be absolute and complete guidelines, but address certain critical areas which will be carefully considered by the Committee in the approval or disapproval of an Owner's plans and specifications:

- (a) No structures (except fences or walls approved by the Committee) may be erected above grade except within those setbacks as more particularly reflected on the recorded Maps. For purposes of this covenant, eaves and stoops shall not be considered as a part of a building, provided, however, this shall not be construed to be deemed to permit the encroachment of any improvement onto another Lot.
- (b) Any dwelling constructed on a Lot subject to the restrictions shall contain not less than 1,200 square feet of heated floor area exclusive of porches, decks, patios, terraces, attached garages, and accessory buildings.
- (c) The Committee has the right to decide in its sole and absolute discretion the design specifications and the precise site and location of any structure placed upon any Lot; provided, however, that the Owner shall be given the opportunity to recommend a specific site for such structure.
- (d) Townhome design shall be constructed strictly as specified and required by Declarant.
- (e) All structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot.
- (f) All driveways, and turning and parking areas shall be concrete surfaced, and such surfacing must be completed prior to the occupancy of any dwelling on a Lot.
- (g) Landscaping for each structure shall be as specified by the Declarant.

**8.4 Approval of Changes in Structure.** After completion of approved construction and issuance of a Certificate of Occupancy by the applicable governmental authority, no exterior change shall be made to any structure on a Lot without the approval of the Committee. Prior to making any changes of any nature whatsoever to any structure on a Lot [such changes to include without limitation any addition to the existing structure, any construction or addition of an accessory building or any change (including

changes in color) in the exterior wall covering], the Owner shall submit to the committee all plans and specifications covering such proposed change. The Committee shall have the absolute and exclusive right in its sole discretion to refuse to approve the proposed plans and shall notify the Owner of its approval or disapproval within thirty (30) days of receipt of the plans from the Owner.

#### ***ARTICLE IX: USE RESTRICTIONS***

9.1 **Use of Common Areas**. No planting or gardening by individual Owners shall be done upon any Common Areas including any Limited Common Area (hereinafter "Common Areas"). Except for the right of easement of use and enjoyment in and to the Common Areas herein given to each Owner, Owners are hereby prohibited and restricted from using any of the Common Areas except as may be allowed and prescribed by the Townhomes Association's Board or as expressly provided for herein. It is Declarant's intent that this paragraph inure to the mutual benefit of all Owners within the properties, and each Owner shall have a nonexclusive easement right to use and enjoy the Common Areas which shall be appurtenant to and shall pass with the title to his Lot, subject to the following:

- (a) The right of the Townhomes Association to promulgate and enforce reasonable regulations governing the use of the Common Areas to ensure 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 Townhomes Association to suspend the voting rights of an Owner in the Townhomes Association and the right of the Townhomes 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 no to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Declarant or the Townhomes Association to grant utility, drainage or other easements across the Common Areas; and
- (d) The right of the Declarant or the Townhomes Association to permit use of any recreational facility situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Declarant or the Townhomes Association.

- 9.2 **Land Use.** All Lots shall be used for residential purposes only, and for no other purpose. Only one family may occupy the single dwelling on a Lot as a principal residence at any one time. Declarant may maintain a sales office, models and a construction office on any Lot until all Lots have been sold.
- 9.3 **Nuisance.** No noxious or offensive activity shall be carried on upon any Lot or the Common Areas, nor shall anything be done thereon which may be or become an unreasonable annoyance, inconvenience or nuisance to the residents of the Development, or unreasonably interferes with the quiet enjoyment of occupants of Lots. No Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any other residence or any part of the Common Area or which would be in violation of any law.
- 9.4 **Pets.** No animals shall be raised, bred or kept on any Lot or the Common Areas, except that one (1) dog or one (1) cat may be kept in the dwelling on the Lot. No animal shall be allowed if such animal constitutes an unreasonable annoyance, inconvenience or nuisance. If the Board receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board shall afford the Owner of such animal an opportunity for Hearing, and if the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board may require that such animal be removed from the Properties. The Board may adopt Rules and Regulations concerning animals which are more restrictive than the provisions of this Supplemental Declaration. All animals must be kept on a leash when outside the Lot, and Owners are responsible for cleaning up any droppings that a pet leaves within the Common Areas or the Subdivision, including easements, roadways, Alleys, sidewalks and landscaped areas.
- 9.5 **Temporary Structures.** Except as maybe otherwise provided in this Supplemental Declaration, no building of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, barn, detached garage, or any other building of a similar nature shall be used as a dwelling on any Lot, either temporarily or permanently.
- 9.6 **Pools.** No pools of any nature whatsoever shall be erected, installed or placed on a Lot, including wading or inflatable pools.
- 9.7 **Access to Lots.** The Townhomes Association Board, its agents or employees, shall have access to each Lot from time to time during reasonable working hours, upon reasonable notice, as may be necessary to confirm compliance with these restrictions and the law, and for the maintenance, inspection, repair or replacement of any portion of the Common Areas, or facilities situated upon such Lot which serve another

Owner's Lot. The Townhomes Association or its agent shall also have access to each Lot at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Areas or another Lot.

- 9.8 **Clothes Drying.** No clothesline may be erected on any Lot. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including porches and patios) within the Properties.
- 9.9 **Signs.** No sign may be placed by the Owner on his Lot in such manner that it will be visible from outside the Lot. The prohibitions herein shall not apply to Declarant or Builder(s) or their agents who may erect on their Lots such signs as they deem desirable to promote the sale of Lots. Only the Declarant or its approved Builder(s) may erect signs on the Common Areas or the Limited Common Area.
- 9.10 **Plumbing; Central Water and Sewer.** All plumbing, dishwashers, toilets and sewage disposal systems shall be connected to a sewage system approved by the appropriate governmental authority. The applicable governmental authority must certify that such system may be used prior to the use and occupancy of any dwelling on the Lot.
- 9.11 **Fuel Tanks and Garbage Containers.** All fuel storage tanks shall be buried below the surface of the Lot or located and screened by fencing or shrubbery as approved by the Committee. All outdoor receptacles for ashes, trash, rubbish or garbage shall either be screened or placed in the rear yard so as not to be visible from any street.
- 9.12 **Maintenance.** Except as may be maintained by the Townhomes Association pursuant to Article VI hereof, each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state or repair, promptly repairing any damage thereto by fire or other casualty. Each Owner shall further maintain the yard and landscaping on his Lot in a clean and neat condition and shall keep his yard picked up and clean so as not to be unsightly. All Owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, undergrowth, dead, diseased or decaying trees, weeds, trash, rubbish and debris and shall keep all Lots in a neat and attractive condition. All improvements erected on Lots shall be maintained in a clean, neat and orderly condition and in a good state of maintenance and repair.
- 9.13 **Vehicles and Parking.** Each Owner shall be provides space for parking (2) motor vehicles on his Lot, plus an enclosed garage space, prior to occupancy of any dwelling constructed on such Lot in accordance with reasonable standards established by the Committee. No commercial

- 9.19 **Hazardous Activities.** Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance of the Common Areas or any other Lot without the prior written consent of the Board of Directors of the Townhomes Association. No Owner shall permit anything to be done or kept in his Lot or in the Common Areas which would result in the cancellation of insurance on any part of the Common Areas, or which would be in violation of any law.
- 9.20 **Regulations.** Reasonable regulations governing the use of the Common Area and external appearance of all structures erected on the Lots may be made and amended from time to time by the Board of Directors of the Townhomes Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Members before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to each Member by the Townhomes Association Board upon request.
- 9.21 **Compliance.** In the event that the Owner of any Lot fails to comply with any of the restrictions set forth in this Article, the Governing Documents or such rules and regulations as may be subsequently promulgated by the Board, the Townhomes Association or Declarant, shall have the right (among other remedies which may be available), but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expense and cost incurred by the Declarant or Townhomes Association in curing such default shall be charged to the defaulting Owner, shall be payable by such Owner to the Declarant or Townhomes Association immediately upon demand and shall constitute a lien on the applicable Lot until paid.
- 9.22 **Alleys.** All alleys designated on any recorded Map(s) as "Alley" shall be used primarily for access to the Lots served thereby and for the installation and maintenance of utilities. Maintenance of Alleys shall be the responsibility of the Townhomes Association. All such Alleys shall function as and be maintained in the same manner as Limited Common Area, whether or not such designation shall appear on the recorded Map(s). All Alleys shall be open for general usage by the residents of Glenridge, but not by the public. The Alleys are open for use by the vehicles and personnel of any governmental entity or agency. Declarant and/or the Townhomes Association Board shall have the continuing right and easement to designate any such Alley or Alleys as having "one-way" vehicular traffic. No parking will be allowed in the Alleys.

#### ***ARTICLE X: EASEMENTS***

- 10.1 **General.** Declarant reserves easements for the installation and maintenance of driveways, walkways, parking areas, water lines,

person or entity if such amendment is necessary to cause this Supplemental Declaration to comply with the requirements of the FHA, VA, the Federal National Mortgage Association or other similar agency.

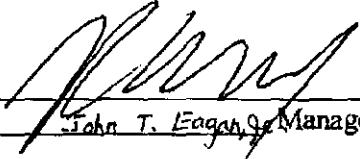
- (b) No amendment shall become effective until the instrument evidencing such change has been filed of record in the Mecklenburg County Public Registry.

- 11.4 **FHA/VA Approval.** In the event the Declarant, its successors or assigns, has arranged for and provided purchaser of Lots with FHA insured or VA mortgage loans, then as long as any Class B Lot exists, as provided in Article I hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties (other than as provided in Article II of this Supplemental Declaration of Covenants, Conditions and Restrictions), deeding, mortgaging or dedication of Common Areas to persons other than the Townhomes Association or amendment of this Supplemental Declaration.
- 11.5 **Enforcement.** If any Owner shall violate or attempt to violate any of these restrictions, failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board on behalf of the Townhomes Association, or, in proper case, by an aggrieved Owner. Any failure by the Townhomes Association or any other Owner to enforce any of the foregoing restrictions or other provisions shall in no event be deemed a waiver of their right to do so thereafter. Invalidation of any covenant, condition or restriction or other provision of this Supplemental Declaration shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 11.6 **Headings.** Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.
- 11.7 **Unintentional Violation of Restrictions.** In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Declarant or its successors reserve the right (but shall be under no obligation or duty), by and with the mutual written consent of the then Owner or Owners of such Lot, to change, amend or release any of the foregoing restrictions as the same may apply to that particular Lot.
- 11.8 **Severability.** The provisions of this Supplemental Declaration are severable and the invalidity of one or more provisions hereof shall not be



IN WITNESS WHEREOF, the undersigned have caused this Supplemental Declaration to be executed effective the day and year first above written.

WP INVESTMENT GROUP, LLC

By:   
John T. Eagan, Manager

STATE OF NORTH CAROLINA  
Forsyth COUNTY

I, a Notary Public of the County and State aforesaid, certify that John T. Eagan, Jr. personally came before me this day and acknowledged that he is Manager of WP INVESTMENT GROUP, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by him as its Manager.

Witness my hand and official seal, this 27<sup>th</sup> day of June, 2001.

My Commission Expires:  
12-12-03

  
Notary Public

