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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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MILCO REALTY CO. INC.
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by John Crosland Company, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Section 1 of Article II of this Declaration, which real property is a portion of a Planned Unit Development known as Lynton Place; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and community facilities within this portion of Lynton Place and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of the open spaces, walkways, recreational facilities and other community facilities located within Lynton Place; and, in order to accomplish these objectives, deems it advisable to subject the real property described in Section 1 of Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Declarant deems it desirable in order to insure the efficient preservation, protection and enhancement of the values and amenities in Lynton Place and the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, that an organization be created to which will be delegated and assigned the powers of owning, maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Developer has caused to be created for the purposes aforesaid, a North Carolina non-profit corporation under the name and style of Lynton Place Homeowners Association.

NOW, THEREFORE, the Declarant declares that the real property described in Section 1 of Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property (except as provided in Article V, Section 9 hereafter) and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I	FEE	23.00
	<>	23.00
DEFINITIONS	CASH	23.00

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Section 1. "Association" shall mean and refer to Lynton Place Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

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<>	21.50
CASH	21.50

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Drawn By: Freedy, Patrick, Foyce, & Michaux
 Joyce Leatherwood
 John Crosland Co
 PO Box 11231
 Charlotte, NC 28220
 Mail to:

PRESENTED FOR REGISTRATION

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MILCO REALTY CO. INC.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as "Common Open Space," or "Common Area" or "Green Space" or "Association Owned Streets" or "Association Owned Lakes" or "Community Recreational Facility," including, but not limited to, tennis courts, swimming pool, clubhouse and playground areas on any plat of the property described on Schedule A attached hereto and duly recorded in the Mecklenburg County Public Registry in accordance with the provisions of this Declaration. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows:

Being all of the property designated Common Area on the map of Lynton Place recorded in Map Book 20 at Page 808 in the Mecklenburg Public Registry.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties and any condominium unit located in buildings upon the Properties which is shown on the plans and specifications of a condominium recorded in the office of the Register of Deeds for Mecklenburg County, with the exception of (1) any Common Area, Common Open Space, Green Space, Community Recreational Facilities, Playground Areas, streets or lakes shown on any recorded map, and (2) land reserved and specifically designated for the exclusive common use of the Owners of condominiums. In the event any lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration. Land reserved and designated for the construction of multi-family buildings shall be deemed a lot within the meaning of this Declaration, and if any subdivision or resubdivision of that area shall be effected by conveyance (including conveyance by deed of trust), recordation of plat(s) or by construction of a condominium thereon and organization of the same under the provisions of the North Carolina Unit Ownership Act; each lot derived from each subdivision and each resubdivision and creation of condominium units shall be a lot if the same shall be of sufficient size and otherwise meets the definition of a lot and private dwelling unit under this section and under applicable zoning ordinances.

Section 6. "Declarant" shall mean and refer to John Crosland Company and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to John Crosland Company shall be a Declarant during such period of time as said party is vested with title to two or more such lots so long as said lots are undeveloped, developed but un conveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

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Section 8. "Single-Family Detached Home" shall mean a single-family residence which is not attached to any other single-family residence.

Section 9. "Condominium" shall mean a dwelling unit in a residential building constructed in the area reserved and designated for multi-family buildings and designed to contain under one roof more than one private dwelling unit irrespective of whether title to all of the units shall be vested in one owner or shall be vested in diverse owners and which multi-family building has been subjected to the North Carolina Unit Ownership Act.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Mecklenburg County, North Carolina and is shown on map recorded in Map Book 20 at page 808 in the Office of the Register of Deeds for Mecklenburg County.

This property shall be herein referred to as "Existing Property".

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

(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the Properties by Declarant and brought within the scheme of this Declaration and within the jurisdiction of the Association, in future stages of development, without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within ten (10) years after the date of this instrument.

(b) Additional residential property (and common area), outside of the area described in the aforementioned SCHEDULE A may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the Association with the consent of the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A lots and at least two-thirds (2/3) of the votes appurtenant to all Class B lots, if any, as hereinafter defined in Article III, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homes association, the properties, rights and obligations of the non-profit corporation with which it merges or consolidates. Any such merger or consolidation shall have the assent of the members as provided above in this subsection (b), and no such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

(c) The additions authorized under Subsection (a) and (b) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessment for their just share

of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS.

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

(a) Class A Lots. Class A lots shall be all lots except Class B lots as the same are hereinafter defined. The voting rights appurtenant to the Class A lots shall be as follows:

(1) Single-Family Detached Homes. The owner of each lot designated as a lot on which a single-family detached home is or may be constructed shall be entitled to one (1) vote.

(2) Condominium. The owner of each completed condominium unit designated as a Lot as hereinabove provided shall be entitled to one (1) vote. To qualify as "completed", the condominium unit within a multi-family building must either be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. A lot reserved and designated for development of condominiums but not containing at least two completed private dwelling units shall be allotted one (1) vote. In the event Declarant owns any condominium lot, completed or otherwise, it shall be entitled at all times to vote as herein provided.

(3) When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine.

b. Class B Lots. Class B lots shall be all lots owned by Declarant which have not been converted to Class A lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B lot owned by Declarant.

The Class B lots shall cease to exist and shall be converted to Class A lots:

(1) When the total number of votes appurtenant to the Class A lots equals the total number of votes appurtenant to the Class B lots; provided, that 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 Article II, Section 2 hereof; or

(2) On December 31, 1992,

whichever event shall first occur.

When the Class B lots cease to exist and are converted to Class A lots, Declarant shall have the same voting rights as other owners of Class A lots.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future Stages or Sections of the development, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the use of said recreational facilities to Owners who occupy a residence on the Properties, and to their families, tenants, and guests as provided in Section 2 of this Article IV;

(b) the right of the Association to suspend the voting rights and rights of an Owner to the use of the recreational facilities for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless the members entitled to at least three-fourths (3/4) of the votes appurtenant to all Class A lots and at least three-fourths (3/4) of the votes appurtenant to all Class B lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewerage, utilities, including CATV, and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Properties.

(d) the right of the Association, with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of lot (Class A and B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Mecklenburg County, North Carolina.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence

within the Properties, or a portion of said residence, as their principal residence in Mecklenburg County, North Carolina.

(c) Guests. Recreational facilities located on common areas situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Association as may be established by the Board of Directors.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning such property at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owners' successors in title unless expressly assumed by them. Although unpaid assessment charges are not the personal obligation upon such Owner's successors in title unless expressly assumed by the successors in title, the unpaid assessment charges continue to be a lien upon the property against which the assessment has been made.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, payments of principal and interest on funds borrowed for Association purposes, and such other needs as may arise.

Without limiting the generality of the above-described purposes, the assessments levied by the Association may be used for the acquisition, construction, improvement (including landscaping and planting) and maintenance of the following common recreational facilities located or to be located in the Common Area: swimming pool, together with a clubhouse having dressing and shower facilities, tennis courts, playground areas, entrance-ways and road medians. Additionally, the assessments may be used to landscape, plant and maintain any planting sign or entrance-way easements reserved by Declarant on any Lots. The assessments may also be used to maintain parking spaces located within the rights-of-way of any dedicated public streets which are not maintained by the City, County or other governmental body.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an

Owner, the maximum annual assessment shall be \$110.00 per Class A lot (\$9.17 per month) and \$37.00 per Class B lot (\$3.08 per month).

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year, without a vote of the membership, but subject to the limitation that the percentage of any such increase shall not exceed 12% of the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased without limitation if such increase is approved by no less than two-thirds (2/3) of the votes appurtenant to each class of lots (Class A and Class B), cast in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum; provided, however, that the ratio of the assessment established for such Class A lot in any category to the assessment established for each Class B lot in that category shall always be three (3) to one (1); with the assessment with respect to any Class B lot converted to Class A or reconverted from Class A to Class B to be prorated and charged according to its Class as of the date of each conversion and reconversion.

(d) Any annual assessment established by the Board of Directors shall continue thereafter from year to year as the annual assessment until changed by said Board.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Common Area, repayment of indebtedness and interest thereon, borrowing of funds to make property comply with zoning ordinance(s), borrowing of money for capital improvement and pledging or mortgaging of Association property as security for loans, including fixtures and personal property, related thereto, provided that any such assessment shall have the same assent of the members as provided in Section 3(b) of this Article and shall be in the ratio of four (4) to one (1) for Class A and Class B lots as provided in Section 3(c) of this Article.

Section 5. Assessment Rate. The annual and special assessment for the Lots within the Properties shall be fixed at the following rates:

(a) Single-Family Detached Homes. Each lot designated as a lot on which a single-family detached homes is or may be constructed shall be assessed at a rate of one hundred (100%) percent of any annual or special assessment fixed or levied pursuant to Section 3 or Section 4 of this Article (said annual or special assessment being referred to in this Section as "the assessment").

(b) Condominium. Each lot used for the development thereon of condominiums shall, upon the completion of two or more private dwelling units in said condominium, be assessed for each completed private dwelling unit, and each unit shall be assessed at a rate of one hundred (100%) percent of "the assessment". To qualify as "completed", the private dwelling unit within the condominium must be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of

repairs, maintenance work or restoration. Prior to the completion upon a lot of two (2) private dwelling units within a condominium and the submission of the property to the North Carolina Unit Ownership Act, said lot shall be assessed at a rate of one hundred (100%) percent of "the assessment".

Section 6. Notice of Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty (50%) percent of all the votes appurtenant to each Class A lot and Class B lot shall constitute a quorum. If the required quorum is not present, another meeting may be called subject of the same notice or requirement, and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Date: Certificate of Payment. The annual assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of any part of the Common Area to the Association. The first annual assessment shall be "maximum annual assessment" set forth in Section 3 of this Article and shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each lot and at least fifteen (15) days before January 1 of each year shall send written notice of each assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall incur a late charge in the amount of \$10.00 and if not paid within thirty (30) days after the due date shall bear interest from the due date at a maximum rate of eight (8%) percent per annum or at the rate established by the Board of Directors at the beginning of the fiscal year of the Association, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a lot. Sale or transfer of any lot shall not affect any assessment lien. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of antennas, aerials, awnings, the replacement of roofs, and the painting of exterior surfaces until the plans and specifications showing the nature, kind, color, shape, heights, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Refusal or approval of plans, specifications and plot plans or any other items may be based on any grounds, including purely aesthetic grounds in the sole discretion of the Architectural Review Board. The Association shall have the right to charge a reasonable fee for receiving each application in an amount not to exceed \$50.00. It is provided, however, that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development. Any permission granted by Association for construction pursuant to this covenant shall not constitute or be construed as an approval by Association of the structural stability, design or quality of any building or lot improvement.

ARTICLE VII

EXTERIOR MAINTENANCE

The Owner shall maintain the grounds and the improvements situated on each Lot, including, but not limited to plantings, landscaping, and lawns, at all times in a neat and attractive manner satisfactory to the Board of Directors of the Association. Upon the Owner's failure to do so, the Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon the Owner's failure to maintain the exterior of any structure, including the roof, in good repair and appearance, the Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a

reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Land Use. All lots shall be used for residential purposes only, except that Declarant may maintain sales offices, models and construction offices on the Properties.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes and provided further that the number of pets does not exceed three. All dogs must be kept contained, tied, or on leaders when within the Properties or on any Lot.

Section 4. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot or any other unenclosed area within the Properties, except in such areas within the Properties or on Lots which are approved for such purposes by the Board of Directors.

ARTICLE IX

EASEMENTS

Easements for installation and maintenance of driveway, walkway, parking area, water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Further, easements ten feet in width for such purposes are reserved over, under and through and along the rear lot lines of all lots shown on recorded plats, and easements five feet in width for such purposes are reserved over, under and through and along all side lot lines of all lots shown on recorded plats, as well as temporary easements five feet in width along the front lot lines for construction, maintenance and repair purposes. In the event it is determined that other and further easements are required over any lot or lots in locations not shown on the recorded plat and not along rear or side lot lines, such easements may be established by the Declarant, except that if any such easements are reserved or established after the conveyance of a lot or lots to be affected thereby, the written assent of the Owner or Owners of such lot or lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required. The Association may reserve and grant easements for the installation and maintenance of sewerage, utility, including CATV, and drainage facilities over, under and through the Common Areas as provided in Article IV, Section 1(c). Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the

easements or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE X

FINANCING

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

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

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

(c) By act or omission change, waive or abandon any plan of regulation, or enforcement thereof pertaining to the architectural design or the exterior appearance of residences located on Lots, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

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

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

Section 2. Books and Records. Any owner and holder of a first deed of trust on a Lot will have the right to examine the books and records of the Association during any reasonable business hours.

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

ARTICLE XI

GENERAL PROVISIONS

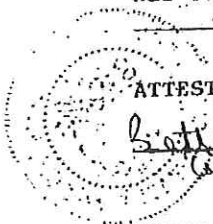
Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of seventy-five (75%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five year period by an instrument signed by the Owners of not less than ninety (90%) percent of the lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the lots. Any amendment must be properly recorded. For the purpose of this section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an "amendment".

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA insured mortgage loans, then as long as any Class B lot exists, as provided in Article III 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, Section 2 hereof, deeding of common area to persons other than the Homeowners Association and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned Robert W. Donaldson, Jr has caused this instrument to be executed this 18th day of JAN, 1985.



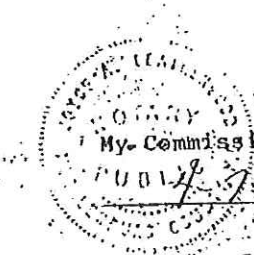
ATTEST:
Betty J. Natchez
Notary Secretary

JOHN CROSLAND COMPANY

By: Robert W. Donaldson, Jr
President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 18th day of JANUARY, 1985, personally came before me Robert W. Donaldson, Jr who being by me duly sworn, says that he is the Asst Vice President of John Crosland Company, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Robert W. Donaldson, Jr acknowledged the said writing to be the act and deed of said corporation.



Joyce A. Leatherwood
Notary Public

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Joyce A. Leatherwood

- 12 -
a Notary Public of said County and State
is so certified to be correct. This 18 day of January, 1985.
Charles E. Crowder, Register of Deeds, By: Mary A. Crowder
DEPUTY

State of North Carolina, County of Mecklenburg
The foregoing certificate of Joyce A. Leatherwood,

a Notary ~~(Notaries)~~ Public of said County and State
is ~~are~~ certified to be correct. This 25 day of June 19 85
Charles E. Crowder, Register of Deeds By Mary C. Rye Deputy
See Page 706

20/85
21/85

REC'D
FILED

Lying and being in the City of Charlotte, County of Mecklenburg, State of North Carolina, and being more particularly described as follows:

BEGINNING at an iron marking the intersection of the southerly margin of the right-of-way of Albemarle Road (N.C. Highway #27), said right-of-way being 60 feet in width with the easterly margin of the right-of-way of Mallard Drive South, said right-of-way being 60 feet in width, and running thence from said BEGINNING point with the southerly margin of the right-of-way of Albemarle Road N 77-12-00 E 591.80 feet to an iron, a corner of the property conveyed to Lester Herlockers and Associates, Inc. by deed recorded in Book 4066 at Page 549 in the Mecklenburg County Public Registry and running thence with the said property of Lester Herlockers and Associates, Inc. four calls and distances as follows: (1) S 12-48 E 178.75 feet to an iron; (2) N 75-28 E 216.74 feet to an iron; (3) with the arc of a circular curve to the right, said arc having a radius of 1034.85 feet, an arc distance of 40.00 feet (chord N 15-55-16 W 40.00 feet) to an iron; and (4) N 14-48-50 W 132.82 feet to an iron located in the southerly margin of the right-of-way of Albemarle Road; thence with the southerly margin of the right-of-way of Albemarle Road three calls and distances as follows: (1) with the arc of a circular curve to the left, said arc having a radius of 2362.23 feet, an arc distance of 386.82 feet (chord N 71-20-50 E 386.19 feet) to an iron; (2) N 66-39-30 E 337.64 feet to an iron; and (3) with the arc of a circular curve to the right, said arc having a radius of 906.59 feet, an arc distance of 25.95 feet (chord N 67-28-42 E 25.95 feet) to an iron located in the westerly property line of the property of Jack Bulla as described in deed recorded in Book 4563 at Page 147 in said Registry; thence with the westerly property line of the said Jack Bulla property two calls and distances as follows: (1) S 20-39-25 E 1700.81 feet to an old iron located in a branch (passing an old iron on line at 17.70 feet); and (2) S 16-41-00 W 398.48 feet to an iron located in the northerly property line of that certain property shown on map recorded in Map Book 7 at Page 223 in said Registry and running thence with the northerly property line of said property shown in Map Book 7, Page 223 and with the northerly property lines of Lots 10, 9, 8, 7, 6, and a portion of Lot 5 of Block A as shown on map recorded in Map Book 7, Page 43 in said Registry five calls and distances as follows: (1) S 68-42-33 W 379.64 feet to an old iron; (2) S 68-47-50 W 250.19 feet to an old iron; (3) S 68-21-52 W 124.25 feet to an old iron; (4) S 68-32-14 W 263.69 feet to an old iron; and (5) S 68-27-48 W 137.83 feet to an old iron, said old iron marking the southeasterly corner of Lot 11, Block B as shown on map thereof recorded in Map Book 15 at Page 171 in said Registry; thence with the rear or easterly property lines of Lots 11, 12, 13, and 14 of Block B, the easterly terminus of the right-of-way of Quail Field Drive (said right-of-way being 60 feet in width), the rear or westerly property lines of Lots 35, 36, 37 and 38 of Block B, the easterly terminus of the right-of-way of East Legade Drive, said right-of-way being 60 feet in width, and the rear or easterly property lines of Lots 8, 7, 6, 5, 4, 3, 2 and 1 of Block C, all of the aforesaid Lots in Blocks B and C and the rights-of-way being shown on a map thereof recorded in Map Book 15, Page 171 of said Registry four calls and distances as follows: (1) N 20-42-15 W 511.22 feet to an iron; (2) N 30-04-07 W 62.81 feet to an iron; (3) N 15-33-35 W 112.28 feet to an iron; and (4) N 20-42-15 W 1195.98 feet to an old iron, passing an old iron on line at 1080.16 feet; thence with the northerly property line of Lot 1, Block C as shown on the aforesaid map recorded in Map Book 15, Page 171 in said Registry, S 70-37-15 W 199.21 feet to an old iron located in the easterly margin of the right-of-way of Mallard Drive South; thence with the easterly margin of the right-of-way of Mallard Drive South two calls and distances as follows: (1) with the arc of a circular curve to the right, said arc having a radius of 676.96 feet, an arc distance of 145.96 feet (chord N 11-07-37 W 145.68 feet) to an iron and (2) N 4-57 W 113.20 feet to an iron marking the point or place of BEGINNING and containing 64.635 acres, all as shown on boundary survey for John Crosland Company dated June 17, 1983, by P. A. Brotherton, N.C.R.L.S., reference to which survey is hereby made.

JUL 10 2 50 PM '85

5049 0648

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made on this 10th day of July, 1985, by JOHN CROSLAND COMPANY, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the property shown on map of Abbotsgate at Lynton Place, which map is recorded in Map Book 20, at Page 856, in the Mecklenburg Public Registry;

WHEREAS, Declarant has heretofore imposed a Declaration of Covenants, Conditions and Restrictions upon a portion of the residential development known as Lynton Place, which Declaration is recorded in Book 4961, at Page 178 and rerecorded in Book 5040, at Page 693, in the Mecklenburg Public Registry.

WHEREAS, the aforesaid Declaration of Covenants, Conditions and Restrictions provides therein in Article II, Section 2 that "additional land within the area described in the metes and bounds description attached . . . as Schedule A . . . may be annexed to the existing property by Declarant . . ."; and

WHEREAS, the Declarant desires to incorporate the aforesaid Abbotsgate at Lynton Place as shown on map thereof recorded in Map Book 20, at Page 856, in the Mecklenburg Public Registry within the Properties subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 4961, at Page 178 and rerecorded in Book 5040, at Page 693, in the Mecklenburg Public Registry;

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of Covenants, Conditions and Restrictions, Declarant does hereby annex Abbotsgate at Lynton Place as shown on the aforesaid map to the property which is subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 4961, at Page 178 and rerecorded in Book 5040, at Page 693, in the Mecklenburg Public Registry, to the end that Abbotsgate at Lynton Place as aforesaid, shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on map recorded in Map Book 20, at Page 856 in the Mecklenburg Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned JOHN CROSLAND COMPANY has caused this instrument to be executed as of the day and year first written.

JOHN CROSLAND COMPANY
Secretary

JOHN CROSLAND COMPANY

By: James L. Evans
VICE President

FEE
<>
CASH 6.50
6.50
6.50

8144 #2314 000
07/10/85

DRAWN BY AND MADE TO:
PERRY, PATRICK, FARMER & MICHAUX
P. O. BOX 35550
CHARLOTTE, NORTH CAROLINA 28235

FILE COPY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the availability of cable television service, and other good and valuable considerations, JOHN CROSLAND COMPANY, a North Carolina Corporation ("Grantor"), does hereby grant unto AMERICAN TELEVISION AND COMMUNICATIONS CORPORATION d/b/a Cablevision of Charlotte ("Cablevision"), its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State which is more particularly described as follows: Map Book 20 at Page 856
Lindfield Court - Lots 65 & 66

Map Book 20 at Page 880
Latchington Court - Lots 29 through 45

Grantor hereby conveys unto Cablevision the right to construct, erect and maintain underground conduit and cables and other necessary apparatus for the transmission of cable television signals and other communication purposes, together with the right to enter upon said premises to inspect, maintain, repair and replace said lines and apparatus. The easement granted herein shall extend upon, over, across, under and through a strip of land ten (10) feet in width parallel and contiguous to the rear of back lot line of each lot and parcel, and a strip of land five (5) feet in width parallel and contiguous to the side lot and parcel lines of each lot and parcel as shown per plat thereof, recorded in the Mecklenburg County Public Registry. Where a flood plain or other obstruction exists, Cablevision will install its cable lines pursuant to this grant of right-of-way easement by following utility lines as exist now or hereafter.

Grantor herein makes no representation or warranties whatsoever with regard to the ownership, nature or extent of this easement. This easement was prepared by Cablevision and Cablevision assumes all risks with respect to incidence of ownership, including the rights to claims of third parties, previous easement holders and any other person having or claiming rights or interest in said property.

Cablevision will use due care and diligence in the installation of all cable lines hereunder, and will repair and restore the property to its condition existing prior to its entry. Cablevision assumes all risks of damage to its property.

This grant shall run with the land and shall be binding upon the Grantor, its successors and assigns.

WITNESS WHEREOF the Grantor has caused this instrument to be executed by its proper officials this 10th day of July, 1985.
JOHN CROSLAND CO.



John I. Nazgul
Secretary
(Corporate Seal)

BY: *James J. Tucker*
Vice President

PRESENTED FOR REGISTRATION
JUL 10 10 22 AM '85
CHARLES E. CROWDER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 10th day of July, 1985, personally before me *James J. Tucker* who being by me duly sworn says that he is *Vice Pres.* and that the seal affixed to the foregoing instrument in writing was signed and sealed by him, in behalf of said corporation, with authority duly given. And the said *Vice Pres.* acknowledged the said writing to be the act and deed of said corporation.



Commission expires: *9-87*
(Notary Seal)

Joyce A. Leatherwood
Notary Public

Drawn By and Mail To: Cablevision of Charlotte
4420 East Independence Blvd.
Charlotte, N. C. 28205

PRESENT

RECORD

NORTH CAROLINA

JUN 26 10 07 AM '85

RESTRICTION AGREEMENT

MECKLENBURG COUNTY

CHARLES OWDER

KNOW ALL MEN BY THESE PRESENTS, that JOHN CROSLAND COMPANY does hereby covenant and agree to and with all persons, firms, and corporations hereafter acquiring any of the property described as follows:

Located in Charlotte Township, Mecklenburg County, North Carolina,
and being all of the following lots in Abbots Gate at Lynton Place I
Subdivision: lots 1 and 32 inclusive, in Block 1; lots 28, 46
through 64, inclusive, in Block 2

same as shown on the recorded map in Mapbook 20 at Page 808, in the Mecklenburg Public Registry;

that all of said property is hereby subject to the following restrictions as to the use thereof, which restrictive covenants shall run with said property, by whomsoever owned, to wit:

A. LAND USE AND BUILDING TYPE. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling, not to exceed two and one-half (2½) stories in height, and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the plot.

B. BUILDING SETBACKS. No building shall be erected on any residential lot nearer to any street line than the building setback lines shown on the recorded map, and with respect to a corner lot no residence or other building shall be located nearer than fifteen (15) to the side street line. With respect to corner lots the front lot line shall be deemed the street line having the shorter frontage, and any residence erected on such corner lot shall face the front lot line. All residential buildings constructed on adjacent lots shall have a minimum of fourteen (14) feet between them, with a minimum side setback of four (4) feet for any lot. A garage or carport may be erected to the rear of the residence as close as 5 feet to any side lot line other than a side street line, provided the existing zoning requirements are met.

C. FENCES. No fence or wall shall be erected on any building plot closer to any street line than the building setback lines shown upon the recorded map. Chain link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing shall not have more than 50% of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens.

D. TEMPORARY STRUCTURES AND OFFSTREET PARKING. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

E. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that

FEE 8.00
<> 8.00
CASH 8.00

DRAWN BY AND MAIL TO:
FERRY, PATRICK, FARMER & MICHHAUX
P. O. BOX 35566
CHARLOTTE, NORTH CAROLINA 28235

Page 1 12133 #9259 000
06/26/85

they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs, cats et cetera shall not exceed three in number except for newborn offspring of such household pets which are under nine (9) months in age.

F. DWELLING SIZE. No single family dwelling costing less than \$20,000 shall be permitted on any lot in the tract. The minimal heated square footage of a dwelling may not be less than 1,350 square feet for lots 56 through 60 and 980 square feet for the remainder of the subject lots. Building cost to be based on cost as of January, 1985. (It being the intention to require in each instance the erection of such building as would have cost not less than the minimum cost provided if same had been erected in January, 1985.)

H. ARCHITECTURAL CONTROL. Article VI of the Declaration of Covenants, Conditions and Restrictions for Lynton Place recorded in Book 4961 at Page 178 in the Mecklenburg Public Registry provides for Architectural review and control by the Board of Directors prior to any improvements or changes being made to any lot. The provisions of same Article VI are hereby incorporated herein by reference.

I. EASEMENTS. Easements for installation, maintenance and repair of utilities and cable television (CATV) and drainage facilities are reserved as shown on the recorded map and over the rear ten (10) feet and each side five (5) feet of every lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The party hereto reserves the right to create and impose additional easements or rights of way over unsold lot or lots for street, drainage, and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

J. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square (1) foot, one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sales period.

K. UNINTENTIONAL VIOLATIONS. In the event of the unintentional violation of any of the building line restrictions set forth herein, John Crosland Company, reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restriction set forth in the instrument provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the City of Charlotte or County of Mecklenburg.

L. SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a lot other than customary antenna which shall not extend ten (10) feet above top roof line ridge of the house. In no event shall free standing transmission or receiving towers or discs or dishes be permitted.

M. MAINTENANCE OF LOT. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than a clothesline located directly behind the residence. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary

deposits of trash, rubbish and other debris for collections by governmental or other similar garbage and trash removal units.

N. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and to either restrain violation or to recover damages.

O. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

P. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Q. LYNTON PLACE. The lots are a part of the residential Planned Unit Development known as Lynton Place. The Declaration of Covenants, Conditions and Restrictions for Lynton Place recorded in Book 4961 at page 178 in the Mecklenburg Public Registry requires payment of dues to Lynton Place Homeowners Association and provides additional restrictions on Lynton Place Property.

IN WITNESS WHEREOF, the party hereto has caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed, this 25th day of June, 1985.



SECRETARY
Robert W. Donaldson, Jr.
(SEAL)

JOHN CROSLAND COMPANY

Robert W. Donaldson, Jr.
Vice PRESIDENT

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 25th day of June, 1985, personally came before me Robert W. Donaldson, Jr., who being by me duly sworn, says that he is the Vice President of John Crosland Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of the said corporation, and the Vice President acknowledged the said writing to be the act and deed of said corporation.



Commission Expires: 3-23-87
(SEAL)

James G. Wallace
NOTARY PUBLIC

State of North Carolina, County of Mecklenburg
The foregoing certificate of James G. Wallace
a Notary Public of said County and State
is ~~not~~ certified to be correct. This 26 day of June, 19 85
Charles E. Crowder, Register of Deeds, By: Manjiv K. Patel Assistant

JUL 10 2 50 PM '85

5049 0648

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
CHARLES L. CROWDER
MECKLENBURG CO. NC
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made on this 10th day of July, 1985, by JOHN CROSLAND COMPANY, a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the property shown on map of Abbotsgate at Lynton Place, which map is recorded in Map Book 20, at Page 856, in the Mecklenburg Public Registry;

WHEREAS, Declarant has heretofore imposed a Declaration of Covenants, Conditions and Restrictions upon a portion of the residential development known as Lynton Place, which Declaration is recorded in Book 4961, at Page 178 and rerecorded in Book 5040, at Page 693, in the Mecklenburg Public Registry.

WHEREAS, the aforesaid Declaration of Covenants, Conditions and Restrictions provides therein in Article II, Section 2 that "additional land within the area described in the metes and bounds description attached . . . as Schedule A . . . may be annexed to the existing property by Declarant . . ."; and

WHEREAS, the Declarant desires to incorporate the aforesaid Abbotsgate at Lynton Place as shown on map thereof recorded in Map Book 20, at Page 856, in the Mecklenburg Public Registry within the Properties subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 4961, at Page 178 and rerecorded in Book 5040, at Page 693, in the Mecklenburg Public Registry;

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of Covenants, Conditions and Restrictions, Declarant does hereby annex Abbotsgate at Lynton Place as shown on the aforesaid map to the property which is subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 4961, at Page 178 and rerecorded in Book 5040, at Page 693, in the Mecklenburg Public Registry, to the end that Abbotsgate at Lynton Place as aforesaid, shall be within the scheme of said Declaration and within the jurisdiction of the Association identified in said Declaration and to the further end that all present and future owners of all lots shown on map recorded in Map Book 20, at Page 856 in the Mecklenburg Public Registry shall be subject to the terms and conditions of the aforesaid Declaration and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the undersigned JOHN CROSLAND COMPANY has caused this instrument to be executed as of the day and year first written.



Charles L. Crowder
Secretary

JOHN CROSLAND COMPANY

By: *Samuel L. Evans*
VICE President

FEE 6.50
<> 6.50
CASH 6.50

8144 #2314 000
07/10/85

DRAWN BY MAIL TO:
PERRY, PATRICK, FARMER & MICHAUX
P. O. BOX 35500
CHARLOTTE, NORTH CAROLINA 28239

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

REAL ESTATE
BOOK PAGE
5049 0649

This 9 day of July, 1985, personally came before me Walter D. Evans, who, being by me duly sworn, says that he is the Mrs. President of John Crossland Company, that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authorized duty given.

Elaine Maheräs
Notary Public



My Commission Expires:

9-23-85

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Elaine Maheräs,

a Notary Public of Gaston County and State of North Carolina
is ~~not~~ certified to be correct. This 10 day of July 19 85
Charles E. Crowder, Register of Deeds, By: Walter D. Evans
DEPUTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the availability of cable television service, and other good and valuable considerations, JOHN CROSLAND COMPANY, a North Carolina Corporation ("Grantor"), does hereby grant unto AMERICAN TELEVISION AND COMMUNICATIONS CORPORATION d/b/a Cablevision of Charlotte ("Cablevision"), its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State which is more particularly described as follows: Map Book 20 at Page 856
Lindfield Court - Lots 65 & 66

Map Book 20 at Page 880
Latchington Court - Lots 29 through 45

Grantor hereby conveys unto Cablevision the right to construct, erect and maintain underground conduit and cables and other necessary apparatus for the transmission of cable television signals and other communication purposes, together with the right to enter upon said premises to inspect, maintain, repair and replace said lines and apparatus. The easement granted herein shall extend upon, over, across, under and through a strip of land ten (10) feet in width parallel and contiguous to the rear of back lot line of each lot and parcel, and a strip of land five (5) feet in width parallel and contiguous to the side lot and parcel lines of each lot and parcel as shown per plat thereof, recorded in the Mecklenburg County Public Registry. Where a flood plain or other obstruction exists, Cablevision will install its cable lines pursuant to this grant of right-of-way easement by following utility lines as exist now or hereafter.

Grantor herein makes no representation or warranties whatsoever with regard to the ownership, nature or extent of this easement. This easement was prepared by Cablevision and Cablevision assumes all risks with respect to incidence of ownership, including the rights to claims of third parties, previous easement holders and any other person having or claiming rights or interest in said property.

Cablevision will use due care and diligence in the installation of all cable lines hereunder, and will repair and restore the property to its condition existing prior to its entry. Cablevision assumes all risks of damage to its property.

This grant shall run with the land and shall be binding upon the Grantor, its successors and assigns.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed by its proper officials this 10th day of July, 1985.
JOHN CROSLAND CO.



By: James J. Tucker
Secretary
(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This 10th day of July, 1985, personally before me James J. Tucker who being by me duly sworn says that he is Vice Pres. and that the seal affixed to the foregoing instrument was signed and sealed by him, in behalf of said corporation, and authority duly given. And the said Vice Pres. acknowledged the foregoing to be the act and deed of said corporation.

Commission expires: 7-9-87
(Notary Seal)

Joyce A. Leatherwood
Notary Public

Drawn By and Mail To: Cablevision of Charlotte
4420 East Independence Blvd.
Charlotte, N. C. 28205

PRESENTED FOR REGISTRATION
JUL 10 AM '85
CHARLES F. CROWDER
REGISTER OF DEEDS
MECKLENBURG CO. N.C.

State of North Carolina, County of Mecklenburg
The foregoing is the true and correct copy of the original as the same appears in the records of the Register of Deeds of said County and State.
is ~~not~~ ^{correct} to be correct. This 9 day of September 1985
Charles E. Crowder, Register of Deeds, By: *Mary H. Parry* DEPUTY

FEE 5.00
<> 5.00
CASH 5.00

15:22 #4661 000
09/09/85

513

0141 0150

ARTICLES OF INCORPORATION
OF
LYNTON PLACE HOMEOWNERS ASSOCIATION, INC.

DOCUMENT N356994
DATE ON 07-05 TIME 11:10
FILED
THOMAS EURE
SECRETARY OF STATE
NORTH CAROLINA

In compliance with the requirements of Chapter 55A of the North Carolina General Statutes, the undersigned, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies:

ARTICLE I

NAME

The name of the corporation is Lynton Place Homeowners Association, Inc., hereinafter called the "Association".

ARTICLE II

REGISTERED OFFICE AND INITIAL AGENT

The registered office of the Association is located at 145 Scaleybark Road, Charlotte, North Carolina, 28209. The location of the registered office may be changed by a majority vote of the Board of Directors. The name of the initial registered agent at the above address is Paul R. Leonard, Jr. *Mecklenburg County*

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate a pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain tract of property described as:

Being all of that certain parcel of land lying and being in the Charlotte Township, Mecklenburg County, North Carolina, and being more particularly described in the metes and bounds description attached hereto as SCHEDULE A and incorporated herein by reference.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded in or to be recorded in the Mecklenburg Public Registry, and as set forth in any Supplementary Declaration filed pursuant to Article II, Section 2 of said Declaration, applicable to the above described property, as the same may be amended from time to time, said Declaration and any such Supplementary Declaration (hereinafter jointly and individually referred to as "Declaration") being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office

and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A Lot and Class B Lot, mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the property rights of the members of the Association as provided in Article IV of the Declaration;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A Lot and Class B Lot, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the consent of the members as provided in paragraph (d) above;

(g) annex additional residential property and Common Area pursuant to the provisions of Article II, Section 2, of the Declaration; and

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise.

ARTICLE IV

FINANCE

This corporation is a non-stock corporation and no part of the profits (if any) of the corporation shall inure to the pecuniary benefit of its members or to any other person.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

The voting rights of the membership shall be provided in the Declaration and By-Laws of the Corporation.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by an initial Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. At the first annual meeting the number of Directors shall be increased to five (5). The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Douglas L. Boone	145 Scaleybark Road Charlotte, N. C. 28209
John Carpenter	145 Scaleybark Road Charlotte, N. C. 28209
Charles Graham	145 Scaleybark Road Charlotte, N. C. 28209

At the first annual meeting, the members shall elect one (1) director for a term of one year, two directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) are expiring to serve for a term of three (3) years.

ARTICLE VII

DISSOLUTION

The Association may be dissolved only upon the signed written assent of the members entitled to not less than three-fourths (3/4) of the votes appurtenant to each Class A and Class B Lot. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE VIII

DURATION

The period of existence of this corporation is unlimited.

ARTICLE IX

AMENDMENTS

Amendment to these Articles shall require the assent of the members entitled to at least three-fourths (3/4) of the entire vote of the membership.

FHA/VA APPROVAL

As long as there is Class B membership, 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, Section 2 of the Declaration, mergers and consolidations, mortgaging of Common Area, deeding of Common Area to persons other than the Homeowners Association, dissolution and amendment of these Articles.

ARTICLE XI

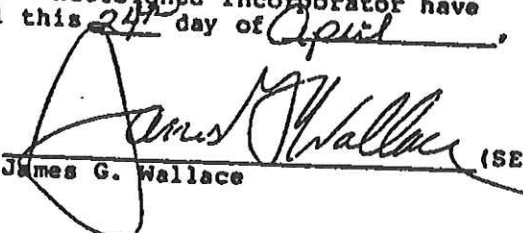
INCORPORATOR

The name and address of the incorporator is as follows:

James G. Wallace

900 Baxter Street, Suite 300
Charlotte, North Carolina

IN WITNESS WHEREOF, I, the undersigned incorporator have hereunto set my hand and seal this 24th day of April, 1985.

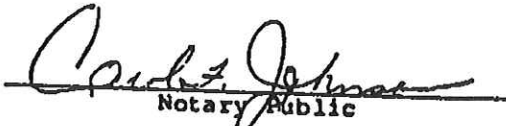

James G. Wallace (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Carol E. Johnson, a Notary Public for said County and State do hereby certify that James G. Wallace, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 24th day of April, 1985.


Notary Public

My Commission Expires:

8/28/87

BY-LAWS

OF

LYNTON PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Lynton Place Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 145 Scaleybark Road, Charlotte, North Carolina 28209, but meetings of members and directors may be held at such places within Mecklenburg County, North Carolina, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Lynton Place Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as "Common Open Space," or "Common Area" or "Green Space" or "Association Owned Streets" or "Association Owned Lakes" "Community Recreational Facility," including, but not limited to, tennis courts, swimming pool, clubhouse and playground areas on any plat of the property described on Schedule A attached hereto and duly recorded in the Mecklenburg County Public Registry in accordance with the provisions of this Declaration. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows:

Being all of the property designated Common Area on the map of Lynton Place recorded in Map Book _____ at Page _____ in the Mecklenburg Public Registry.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties and any condominium unit located in buildings upon the Properties which is shown on the plans and specifications of a condominium recorded in the office of the Register of Deeds for Mecklenburg County, with the exception of (1) any Common Area, Common Open Space, Green Space, Community Recreational Facilities, Playground Areas, streets or lakes shown on any recorded map, and (2) land reserved and specifically designated for the exclusive common use of the Owners of condominiums. In the event any lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration. Land reserved and designated for the construction of multi-family buildings shall be deemed a lot within the meaning of this Declaration, and if any subdivision or resubdivision of that area shall be effected by conveyance (including conveyance by deed of trust), recordation of plat(s) or by construction of a condominium thereon and organization of the same under the provisions of the North Carolina Unit Ownership Act; each lot derived from each subdivision and each resubdivision and creation of condominium units shall be a lot if the same shall be of sufficient size and otherwise meets the definition of a lot and private dwelling unit under this section and under applicable zoning ordinances.

Section 6. "Declarant" shall mean and refer to John Crosland Company and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to John Crosland Company shall be a Declarant during such period of time as said party is vested with title to two or more such lots so long as said lots are undeveloped, developed but un conveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Single-Family Detached Home" shall mean a single-family residence which is not attached to any other single-family residence.

Section 9. "Condominium" shall mean a dwelling unit in a residential building constructed in the area reserved and designated for multi-family buildings and designed to contain under one roof more than one private dwelling unit irrespective of whether title to all of the units shall be vested in one owner or shall be

vested in diverse owners and which multi-family building has been subjected to the North Carolina Unit Ownership Act.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

(a) Class A Lots. Class A lots shall be all lots except Class B lots as the same are hereinafter defined. The voting rights appurtenant to the Class A lots shall be as follows:

(1) Single-Family Detached Homes. The owner of each lot designated as a lot on which a single-family detached home is or may be constructed shall be entitled to one (1) vote.

(2) Condominium. The owner of each completed condominium unit designated as a Lot as hereinabove provided shall be entitled to one (1) vote. To qualify as "completed", the condominium unit within a multi-family building must either be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. A lot reserved and designated for development of condominiums but not containing at least two completed private dwelling units shall be allotted one (1) vote. In the event Declarant owns any condominium lot, completed or otherwise, it shall be entitled at all times to vote as herein provided.

(3) When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine.

b. Class B Lots. Class B lots shall be all lots owned by Declarant which have not been converted to Class A lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B lot owned by Declarant.

The Class B lots shall cease to exist and shall be converted to Class A lots:

(1) When the total number of votes appurtenant to the Class A lots equals the total number of votes appurtenant to the Class B lots; provided, that 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 Article II, Section 2 hereof; or

(2) On December 31, 1992,

whichever event shall first occur.

When the Class B lots cease to exist and are converted to Class A lots, Declarant shall have the same voting rights as other owners of Class A lots.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future Stages or Sections of the development, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the use of said recreational facilities to Owners who occupy a residence on the Properties, and to their families, tenants, and guests as provided in Section 2 of this Article IV;

(b) the right of the Association to suspend the voting rights and rights of an Owner to the use of the recreational facilities for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless the members entitled to at least three-fourths (3/4) of the votes appurtenant to all Class A lots and at least three-fourths (3/4) of the votes appurtenant to all Class B lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewerage, utilities, including CATV, and drainage facilities upon,

over, under and across the Common Area without the assent of the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Properties.

(d) the right of the Association, with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of lot (Class A and B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Mecklenburg County, North Carolina.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Mecklenburg County, North Carolina.

(c) Guests. Recreational facilities located on common areas situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Association as may be established by the Board of Directors.

ARTICLE V

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, Secretary or majority of the members of the Board of Directors, or upon written request of the members entitled to one-fourth (1/4) of the votes appurtenant to Class A Lots.

Section 3. Place of Meetings. All meetings of the members shall be held at such place, within Mecklenburg County, North

Carolina, as shall be determined by the Board of Directors of the Association.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by hand delivery, not less than 15 days nor more than 50 days before the date of the meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the exact purposes of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 5. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 7. Informal Action by Members. Any action which may be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Association to be kept in the Association minute book.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be three until the first annual meeting of the Association at which time the number of Directors shall be increased to five. At the first annual meeting the

members shall elect one director to serve for a term of one year, two directors to serve for a term of two years and two directors to serve for a term of three years. At each annual meeting thereafter the members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) are expiring to serve for a term of three years. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies. Directors need not be members of the Association.

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

Section 4. Election. Except as provided in Section 6 of this Article, the directors shall be elected at the annual meeting of the members, by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled under the provisions of Article III of these By-Laws. The persons receiving the highest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

Section 6. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor who shall serve for the unexpired term of his predecessor. The members may elect a director at any time to fill any vacancy not filled by the directors.

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

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and

hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

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

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

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association pursuant to the provisions of the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not

reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and contract with a management company to manage the operation of the Association, and in the event a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on thirty (30) days or less notice and any management contract made with the Declarant shall be for a period not to exceed three years;

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

(g) grant easements for the installation and maintenance of sewerage, utilities or drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties; and

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

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by members entitled to at least one-fourth (1/4) of the votes appurtenant to Class A Lots.

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days before January 1 of each year.

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days and before January 1 of each year;

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

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

(e) procure and maintain adequate liability insurance covering the Townhouse Association in an amount not less than \$1,000,000.00 and adequate hazard insurance on the real and personal property owned by the Association;

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

(g) cause the Common Area and all facilities erected thereon to be maintained; and

(h) cause the exterior of the dwellings to be maintained.

ARTICLE IX

OFFICERS AND THEIR DUTIES

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

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the

president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

President

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

Vice-President

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

Secretary

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

Treasurer

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

and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X

COMMITTEES

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

ARTICLE XI

BOOKS AND RECORDS

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

ARTICLE XII

ASSESSMENTS

As more fully provided in Article V of the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Eight (8%) percent per annum, plus such late charge as may be established by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Lynton Place Homeowners Association, Inc., Charlotte, North Carolina, 1985.

ARTICLE XIV

AMENDMENTS

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

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

ARTICLE XV

MISCELLANEOUS

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

CERTIFICATION .

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Lynton Place Homeowners Association, Inc., a North Carolina corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Lynton Place Homeowners Association, Inc., as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 1985.

Secretary