

BY-LAWS
OF
PROVINCE GREENE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Province Greene Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1830 Old Salisbury Road, Concord, North Carolina, 28025, but meetings of members and directors may be held at such places within Cabarrus County, North Carolina, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions set out in Article I of the Declaration of Covenants, Conditions and Restrictions for Province Greene filed for record in the Cabarrus County Public Registry, as the same may be amended from time to time, are adopted as part of the ByLaws of the Association and are incorporated herein by reference.

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. Each Class A lot shall entitle the Owner(s) of said lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine.

(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 of such Class, 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 above, thus making the Declarant the owner, by virtue of the newly created Lots and of other Lots owned by Declarant, of a sufficient number of Class B Lots to cast a majority of votes (it being hereby stipulated that the conversion and reconversion shall occur automatically as often as the foregoing facts shall occur); or (2) On December 31, 2005, 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

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 but no later than the third Wednesday in March 1999, and each subsequent regular annual meeting of the members shall be held on the third Wednesday in March of each year thereafter.

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 ten (10) percent of the votes.

Section 3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with Section 2 of this Article. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4. Place of Meetings. All meetings of the members shall be held at such place, within Cabarrus County, North Carolina, as shall be determined by the Board of Directors of the Association.

Section 5. 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 the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, any proposal to remove a director or officer and

further, 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 6. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date of an affirmative of a majority of those present in person or by proxy. Notwithstanding, any provision to the contrary in the Declaration or the Bylaws, the quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

Section 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing duly executed by the Lot Owner and filed with the Secretary. If a Lot is owned by more than one person, each Owner of the Lot may vote or register a protest to the casting of votes by the other Owners of the Lot through a duly executed proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. A Lot Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated. A proxy terminates eleven (11) months after its date, unless it specifies a shorter term.

Section 8. 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.

Section 9. Parliamentary Procedures. At all meetings, "Roberts Rules of Order, Revised" shall govern for any question of procedure not covered by the Bylaws.

ARTICLE V

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. At the first annual meeting following conversion of Class B Lots to Class A Lots the members shall elect one director to serve for a term of one year, one director to serve for a term of

two years and one director to serve for a term of three years. At each annual meeting thereafter the members shall elect the director needed to fill the space left by the director whose term is due to expire 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 person 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.

Section 8. Bonds. The Board of Directors may by resolution require any or all officers, agents and employees of the Association to give a bond to the Association with sufficient sureties conditioned on the faithful performance of the duties of their respective offices or positions and to comply with such other conditions as may from time to time be required by the Board of Directors.

Section 9. Developer Control of Board of Directors. Until the first annual meeting of the Association following conversion of Class B Lots to Class A Lots all directors shall be appointed by the Developer and shall serve at the will of the Developer.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly 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.

Section 6. Parliamentary Procedures. At all meetings "Roberts Rules of Order, Revised" shall govern for any question of procedure not covered by the Bylaws.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) suspend the voting rights 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;

(b) 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, including the powers set forth in Section 47E-3-102 of the Act;

(c) 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 without good cause;

(d) 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;

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

(f) 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 Association in an amount determined by the Board and adequate hazard insurance on any 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; and

(g) cause the Common Area, if any, Sign Easements, Landscape Easements and all improvements constructed thereon to be maintained to a level deemed appropriate by the Board.

ARTICLE VIII

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 or report of the Association books to be made 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 IX

COMMITTEES

The Association shall appoint 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. The Board of Directors making the appointment of a committee shall designate a chairman of said committee.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the 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 XI

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, or at the rate established by the Board of Directors at the beginning of the fiscal year of the Association, whichever is less, 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 XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Province Greene Homeowners Association, Inc., Cabarrus, North Carolina, 1999.

ARTICLE XIII

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.

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 XIV

VIOLATION OF RULES AND REGULATIONS

Failure to abide by any Rules or Regulations published by the Association shall be grounds for an action, brought by the Association or any aggrieved Owner, to recover damages, or obtain injunctive and equitable relief, or both. In addition to these remedies, in the event of violation by an Owner of any rules or regulations, such Owner's voting rights and rights to use the recreational facilities may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. The duration of such suspension shall be set by the Board and shall not exceed sixty days for each violation. Such hearing shall only be held by the Board after giving the Owner ten (10) days' prior written notice which specifies each alleged violation and sets the time, place and date of the hearing. A determination of the violation and the time of suspension or other sanction shall be made by a majority vote of the Board. The Owner shall have the right to appeal any adverse ruling of the Board and shall be entitled to a hearing de novo before the membership of the Association, at which the general requirements of due process shall be observed. Upon an appeal by an Owner of a decision by the Board, a special meeting shall be held within sixty (60) days from the decision by the Board, but the decision of the Board shall remain in effect unless overruled by a majority vote of the members present at the special meeting. Fines may also be imposed pursuant to the provisions of Section 47E-3-107A of the Act.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any and all persons who may serve or whom have served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or an officer of the Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding guilty of willful and intentional negligence or misconduct in the performance of his or her duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

The provisions hereof shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, By-law, agreement, vote of Association Members or otherwise. In the event of death of any officer or director, the provisions hereof shall extend to such person's legal heirs, representatives, successors and assigns. The foregoing rights shall be available whether or not such person or persons were in fact directors or officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the adoption of this By-Law.

ARTICLE XVI

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 Province Greene Homeowners Association, Inc., a North Carolina non-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Province Greene Homeowners Association, Inc., as duly adopted at a meeting of the Board of Directors thereof, held on the 21st day of May, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 21st day of May, 1999.

Joseph P. Needham
Secretary

STATE OF NORTH CAROLINA

PAGE _____

COUNTY OF CABARRUS

100 APR 13 A 8:30

DECLARATION

CHARLES B. ROSS
REGISTER OF DEEDS
CABARRUS CO., NC

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PROVINCE GREENE

THIS DECLARATION, made on the date hereinafter set forth by PROVINCE GREENE, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Section I of Article II of this Declaration, which real property is a portion of a residential development known as Province Greene; and

WHEREAS, Declarant desires to insure the attractiveness of the entrance into Province Greene located within Sign Easements located as shown on the recorded maps of Province Greene or at the intersection of Province Drive and Crisco Road, 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 Sign Easements, Landscape Easements or Common Area along the border with the proposed future Westside Bypass, and any other streets shown on a recorded map of Province Greene and, if approved by the Board of Directors, any property within the right-of-way of Crisco Road or the proposed Westside Bypass between the rear of Lots in Province Greene and the actual pavement of the road within the Bypass right-of-way or Crisco Road; in order to accomplish these objectives, deems it advisable to subject the real property described in Section I 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 in Province Greene and the residents' enjoyment of the specific rights, privileges and easements in the community properties that an organization be created to which will be delegated and assigned the powers of maintaining common areas and entrances, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Declarant has caused to be created for the purposes aforesaid, a North Carolina non-profit limited liability company under the name and style of Province Greene Homeowners Association, Inc.

NOW, THEREFORE, the Declarant declares that the real property described in Section I 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 10 hereafter) and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Province Greene Homeowners Association Inc., a North Carolina non-profit limited liability company, 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 I 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. "Lot" shall mean and refer to any numbered plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties, with the exception of any common area, common open space, streets, walkways or easements or property set aside for future development by Province Greene, LLC shown on any recorded map. 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.

Section 5. "Declarant" shall mean and refer to Province Greene, LLC, a North Carolina limited liability 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 Province Greene, LLC 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 unconveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the Owners and designated as "Common Open Space" or "Common Area." The Common Area to be owned by the Association at the time of conveyance of the first lot is none.

Section 8. "Sign Easement" shall mean and refer to the non-exclusive "Sign Easement" set forth in Article VI hereof.

Section 9. "Landscape Easement" shall mean and refer to the "Landscape Easement" set forth in Article VI hereof.

Section 10. "Developer" shall mean and refer to Province Greene, LLC, a North Carolina limited liability company, and any successors to which Province Greene, LLC assigns its rights as Developer in a written assignment agreement.

Section 11. "Additional Land" shall mean and refer to all or any portion of the 188.405 acre tract described in the deed from Elizabeth P. Cook Family Limited Partnership to Coble Family Farm Limited Partnership and Joyce Patterson Needham dated September 13, 1996 and recorded October 15, 1996, in Book 1734 at page 79 in the Cabarrus County Public Registry, and all or any portion of the 14.148 acre tract described in the deed from Elizabeth P. Cook Family Limited Partnership, Coble Family Farm Limited Partnership and Joyce Patterson Needham to Elizabeth P. Cook Family Limited Partnership, Coble Family Farm Limited Partnership, and Joyce Patterson Needham dated September 13, 1996 and recorded October 15, 1996, in Book 1734 at page 71 in the Cabarrus County Public Registry, and all or any portion of the 3.333 acre tract described in the deed from Elizabeth P. Cook Family Farm Limited Partnership to Coble Family Farm Limited Partnership (50% undivided interest) and Joyce Patterson Needham (50% undivided interest) dated May 22, 1998 and recorded May 26, 1998, in Book 2186 at page 62 in the Cabarrus County Public Registry.

Section 12. "Act" shall mean and refer to the North Carolina Planned Community Act, Chapter 47E, North Carolina General Statutes.

Section 13. "Special Declarant Rights" shall mean the rights as defined in Section 47E-1-103(28) of the Act for the benefit of a Declarant, including, but not limited to the following: to complete improvements indicated on plats or plans filed with or referenced in the Declaration; to exercise any development right as defined in the Act; to maintain sales offices, management offices, models and signs advertising Province Greene; to use easements through the Common Area for the purpose of making improvements within Province Greene or within real estate which may be added to Province Greene; and to elect, appoint or remove any officer or Board member of the Association during any period of Declarant control.

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 Cabarrus County, North Carolina and is shown on map recorded in Map Book 34 at Page 11 in the Office of the Register of Deeds for Cabarrus County, excepting, however, any property designated as "Future Development" by Province Greene, LLC.

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) All or any portion of the Additional Land may be annexed to the Properties by Province Greene, LLC, or its designated assign, 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 six (6) years after the date of this instrument.

(b) Additional residential property (and common area), outside of the area described as Additional Land 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. Each Class A lot shall entitle the Owner(s) of said lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine.

(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 of such Class, if, after conversion of the Class B Lots to Class A lots hereunder, Additional Land or any portion thereof containing lots is annexed to the existing property pursuant to Article II above, thus making the Declarant the owner, by virtue of the newly created Lots and of other Lots owned by Declarant, of a sufficient number of Class B Lots to cast a majority of votes (it being hereby stipulated that the conversion and reconversion shall occur automatically as often as the foregoing facts shall occur); or (2) on December 31, 2005, 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 IN COMMON AREA (IF ANY)

Section 1. Owner's Easement 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 facility situated upon the Common Area and to limit the use of said 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 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; and

(d) Except as provided in Subsection (c) hereinabove, Conveyance or encumbrance of Common Area shall be governed by Section 47E-3-112 of the Act which provides that portions of the Common Area may be conveyed or subjected to a security interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association agree in writing to that action. Proceeds of the sale or financing of Common Area shall be an asset of the Association. The Association, on behalf of the Lot Owners, may contract to convey Common Area or subject Common Area to a security interest, but the contract is not enforceable against the Association until approved as hereinabove set forth. Thereafter the Association has all powers necessary and appropriate to affect the conveyance or encumbrance, free and clear of any interest of any Lot Owner or the Association in or to the Common Area conveyed or encumbered, including the power to execute deeds or other instruments. No conveyance or encumbrance of Common Area may deprive any Lot of its rights of access and support.

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 Cabarrus 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 Cabarrus County, North Carolina.

(c) Guests. Facilities located on common areas situated upon the Premises may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Common Area 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, (2) special assessments for capital improvements and (3) special individual assessments, 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 health, safety and welfare of the residents of the Properties, the enforcement of these Covenants and the rules of the Association, and in particular for the improvement, and maintenance of the Properties and providing the services and facilities devoted to this purpose and related to the use and enjoyment of any Common Area, Sign Easements, Landscape Easements and any other areas maintained by the Association, 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 the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, 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 common facilities, located or to be located in the Sign Easements, Landscape Easements and Common Area (if any) including but not limited to, maintenance of any entrance islands, subdivision sign and lighting, subdivision sidewalks, subdivision landscape buffering, and the maintenance of the subdivision streets and the grounds and ditches adjacent to and within the public right-of-way designated for these streets (including the strip of property between rear lot lines of Lots in Province Greene and the pavement of Crisco Road or Westside Bypass) which such maintenance to continue until such time, if ever, that same are turned over the appropriate governmental authority for maintenance. Such maintenance shall include such items as shrub, tree and landscape trimming and replacement, mowing, trimming, reseeding, fertilizing and liming, watering, sidewalk repair and replacement, paving repair, patching and repaving and snow and ice removal and other related maintenance as determined by the Association.

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 for all lots (Class A Lots and Class B Lots) shall not be in excess of \$360.00 per Class A Lot and \$120.00 per Class B Lot, except as otherwise provided herein.

(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 the following without a vote of the membership: (1) 10% of the maximum assessment for the previous year or (2) if the increase in the CPI index is greater than 10% for the preceding year, the percentage increase shall be the increase in the CPI index.

(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) 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, replacement of and additions or improvements to capital improvement(s) upon any Common Area, Sign Easement or Landscape Easement.

Section 5. Assessment Rate. Except for the difference between assessments for Class A and Class B Lots, both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a quarterly basis.

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 Sections 3 and 4 of this Article shall be sent to all Members no less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes appurtenant to Class A lots and Class B lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to 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 recorded Lots on June 1, 1999, and for new Lots created after June 1, 1999, on the first day of the month following the recording of a new map of the Properties. The amount of the assessment shall change when the status of the Lot (Class A or Class B) changes. The first annual assessment shall be subject to the limit of the "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.

Notwithstanding Sections 1 and 7 hereof, the Developer may, at its election, postpone, in whole or in part, the date on which the assessment shall commence provided that the Developer maintains the Common Areas, Landscape Easements and Sign Easements for which no assessment is being collected during the period of such postponement.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a minimum 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 as provided in Section 47E-3-116 of the Act 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 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.

Section 11. Special Individual Assessment. In addition to the Annual Assessments and Special Assessments authorized above, the Association shall have the power to levy a special assessment applicable to any particular Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, streets, Sign Easement and Landscape Easements, including all improvements located thereon, including any damages caused to streets, Lots and any improvements during construction of houses, including improper erosion control performed on an Owner's Lot, whether occasioned by any act or omission of such Lot Owner(s), members of such Lot Owner's family, or such Lot Owner's agents, guests, employees or invitees and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against any particular Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or the Bylaws. Provided, however, Developer shall not be obligated to pay any Special Individual Assessment except with Developer's prior written approval. The due date of any Special Individual Assessment levied pursuant to this Section 11 shall be fixed in the Association's resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Association shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

ARTICLE VI

SIGN EASEMENTS, LANDSCAPE EASEMENTS AND BUFFER AREA EASEMENTS

Section I. Sign Easement. The Association, its successors and assigns, shall have a "sign easement" over those portions of Lots or other property designated "Sign Easement" on the recorded map for Province Greene or as described in a separate sign easement agreement between the Developer and the Association recorded in the Cabarrus County Public Registry. The Sign

Easements shall be for the purpose of installation and maintenance of subdivision entrance signs, lights and irrigation systems, if any, fences and landscaping located within the Sign Easements. No fences, structures, driveways, plantings, swings or any other objects, temporary or permanent, shall be permitted in such areas other than those initially installed by the Declarant or its designated successors, without the Association's prior written approval. Association shall at all times have the right of access for its employees, agents and sub-contractors over the Sign Easement Areas for the purpose of installing, maintaining, repairing and replacing the subdivision entrance signs, lighting and irrigation systems, if any, any fences or decorative walls, if any, and for the purpose of landscaping, mowing, planting and maintaining the area within the Sign Easements. The Owners of Lots or property containing a Sign Easement shall maintain the area not maintained by the Association pursuant to this easement. The reservation of this easement imposes no obligation on Province Greene, LLC, its successors and assigns, to continue to maintain the plantings and landscaping within the Sign Easements.

Section 2. Landscape Easement. The Association, its successors and assigns, shall have a "landscape easement" over those portions of Lots or other property designated "20' Landscape E'ment or Landscape Easement" on the recorded maps for Province Greene. The Landscape Easements shall be for the purpose of installation and maintenance of landscaping, lighting and irrigation systems, if any, fences and other improvements located within the Landscape Easements. No fences, structures, driveways, plantings, swings or any other objects, temporary or permanent, shall be permitted in such areas other than those initially installed by the Declarant or its designated successors, without the Association's prior written approval. Association shall at all times have the right of access for its employees, agents and sub-contractors over the Landscape Easement areas for the purpose of installing, maintaining, repairing and replacing the landscaping, including trees, shrubs, mulch, grass, berms lighting and irrigation systems, if any, any fences or decorative walls, if any, and for the purpose of landscaping, mowing, planting and maintaining the area within the Landscape Easements. The Owners of Lots or property containing a Landscape Easement shall maintain the area not maintained by the Association pursuant to this easement. The reservation of this easement imposes no obligation on Province Greene, LLC, its successors and assigns, to continue to maintain the plantings and landscaping within the Landscape Easements.

Section 3. Buffer Area Easements. The Association, its successor and assigns, shall have a "Buffer Area Easement" over the property shown on the recorded subdivision map as "Buffer Area" or as described in a separate Buffer Area Easement agreement between the Developer and the Association recorded in Cabarrus County Public Registry, along the easterly boundary of the subdivision between such boundary and the pavement of Crisco Road. The Buffer Area Easement shall be for the purpose of installation and maintenance of landscaping, grass, lighting, and irrigation systems, if any fences and other improvements located within such easements, for the purpose of providing an attractive Buffer up to the neighboring roadway. The Association shall at all times have the right of access for its employees, agents, and subcontractors over the "Buffer Area Easement" areas for the purpose of installing, maintaining, repairing and replacing the landscaping, including, trees, shrubs, mulch, grass, berms, lighting and irrigation systems, if any, any fences or decorative

walls, if any, and for the purpose of landscaping, mowing, planting, and maintaining such area. The reservation of this easement imposes no obligation on Province Greene, LLC, its successors and assigns, or the Association to establish or maintain the plantings within the Buffer area easement. The Association may decide to what extent it will keep the Buffer Area maintained. In addition, the developer wishes to make it known that the Buffer area is subject to possible future acquisition by the State of North Carolina or other governmental authority for the purposes of roadway construction. Any maintenance by the Association after that time will be subject to regulation or limitation by the appropriate governmental authorities. The Developer also reserves the right at any time to convey by deed any or all of the Buffer area as Common Area to the Association without any further approval of the Association being required.

ARTICLE VII

EASEMENTS

The Developer and the Association reserve unto themselves, their successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress, over, upon across and under an six (6) foot strip of land along the side lines, (12) twelve foot strip along a sideline bordering a street, and a twenty (20) foot strip along a front or rear boundary line of each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, outside lighting and signage, telephone equipment, gas, sewer, water or other public convenience or utilities, including easement for privately owned television and other communications cable and equipment, and the Developer may further cut drain ways for surface water within those areas designated for such purpose of the recorded plats of the subdivision. These easements may also be used for the purpose of landscaping buffers, trees, shrubs, natural areas, and sidewalks where deemed desirable by the Developer. Ongoing maintenance of such areas shall be the responsibility of each individual lot owner upon which the area resides. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other said installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designed for such use on the applicable plat of a residential subdivision, or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by any licensee of the Developer but this reservation shall be not considered an obligation of the Developer to provide or maintain any such utility or service. No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided for in this paragraph. The Developer reserves the right to convey non-exclusive easements, for the above purposes, to itself, the Town of Concord, other governmental or utility entities, or adjacent property or lot owners. Once Lots have been deeded to Owners, such Owners shall execute any necessary documentation required by Developer in order to allow Developer to establish easements and rights-of-way as set forth above.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Architectural Control by Developer. No building, additions, pool, fence, statuary, sidewalk, wall, antenna, sign, drive or other structure or improvement of any kind ("Improvements") shall be created, placed or altered on any lot until the owner has been issued a plan approval permit from Developer, its successors or assigns. The owner or contractor shall apply for such permit on forms supplied by Developer and shall submit to Developer the proposed building plans, specifications, exterior color or finish, plot, grading and landscaping plans (showing the proposed location of such building or structure, finished grade of the lot, landscaping on the lot, including type, quantity and location of shrubs, mulching, and natural areas, and drives and parking area), and construction schedule. Developer shall be entitled to collect from the owner (or contractor) a permit fee sufficient to defray the cost of administration, review and supervision, which shall not exceed \$200.00. Refusal to issue a plan approval permit may be based by the Developer upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Developer shall seem sufficient. No alterations may be made in such plans after approval by the Developer is given except by and with the written consent of the Developer. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Developer. One copy of all plans, specifications and related data shall be furnished to the Developer for its records. After Declarant no longer owns a lot within the Properties, the Architectural Approval Control shall pass to the Board or Architectural Control Committee established by the Board pursuant to Article X hereof.

Section 1a. Architectural and Design Guidelines.

(a) The Developer and, after Developer no longer owns a Lot within the Properties, the Board shall, from time to time, publish and promulgate architectural and design guidelines (the "Architectural Guidelines"). The Guidelines shall be explanatory and illustrative of the general intent of the development of the Properties and are intended as a guide to assist the Developer and Architectural Control Committee in reviewing plans and specifications for Improvements. The Guidelines shall also set out, among other things, the procedures for submission, review and approval of plans and specifications (for the construction of Improvements) to the Developer or Architectural Control Committee and the fees to be imposed by the Developer or Architectural Control Committee. In any event, the Guidelines shall not be binding upon the Developer or Architectural Control Committee, may be revised and amended at any time by the Developer and later the Board of Directors of the Association, in its sole discretion, and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials (for the construction of Improvements) submitted to the Architectural Control Committee for approval.

(b) The Developer, and later the Board, may issue and amend the Guidelines from time to time and may publish and promulgate different Guidelines for different Phases, sections or portions of the Property.

Section 2. Beginning of Construction and Completion of Construction.

(a) Commencement of Construction - Right to Repurchase. Each Owner, by acceptance of a deed of a Lot from Developer, agrees to obtain a building permit and begin construction of a dwelling within two (2) years from the date of the closing of the Lot purchase from Developer. Such dwelling shall be constructed in accordance with the plans and specifications approved in writing by Developer, pursuant to Section 1. hereof. In the event any Owner does not commence construction within the two (2) year period, Developer shall have the right to repurchase the Lot from Owner at the original Lot price plus six (6%) percent per year of ownership. If Developer notifies such Owner of its election to repurchase the Lot, then Owner shall convey the Lot to the Developer according to the provisions of Section 3 of Article XI. The provisions of this section shall not apply to Lots owned by Province Greene, LLC; any of the limited liability companies which are members of Province Greene, LLC; or any of the individual members of the limited liability company members of Province Greene, LLC.

(b) Completion of Construction. The exterior of all homes and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities. No building under initial construction shall be occupied until construction is completed.

Section 3. Land Use, Building Type and Square Footage Requirements. All lots shall be used for single-family residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residential dwelling of not less than fifteen hundred (1500) square feet of heated floor space, exclusive of porches and garage and not to exceed two (2) stories in height above ground level, and a small one-story accessory building (not to be used as a detached motor vehicle garage). Any single-family dwelling having more than one level shall have at least nine hundred (900) square feet of heated floor space, exclusive of porches and garage, on the ground floor level, roadside elevation. All single-family dwellings must have an enclosed, attached garage capable of storing a minimum of one (1) motor vehicle. Any accessory building may not be constructed prior to the construction of the main dwelling. No mobile home, modular home, or "manufactured housing" shall be erected or permitted to remain on any lot or used as a dwelling, either temporarily or permanently.

Section 4. Setbacks. No dwelling, building or other above-ground structure (except landscaping, walls or fences approved by the Architectural Control Committee) shall be located on the Lot any nearer to the front, side, or rear property line than the minimum building setback lines as shown on the recorded maps of the subdivision and property. Steps, eaves, and open porches shall

not be considered as a part of the dwelling for the purposes of setback requirements, except when considered as such by the governing planning and zoning regulations.

Section 5. Condition of Improvements. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood in the sole discretion of the Developer or Association.

All dwellings and permitted structures erected or placed on any lot shall be construction of materials of good grade, quality and appearance, and all construction shall be performed in good workmanship manner and quality. No used structures shall be relocated or placed on any lot.

Any dwelling or improvement on any lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness; however, that in no event shall such debris remain on such lot longer than three (3) months.

Section 6. Fences and Walls. No fence, or brick or stone wall, may be erected nearer the front lot line of a Lot than the front face of the dwelling located on such Lot. In the case of a corner Lot, no side yard fence shall be located nearer than the side of the house facing the side street line. No fences, or brick or stone walls, greater than six (6) feet in height are permitted. Chain link fencing is not permitted. Perimeter fencing shall not have more than seventy (70) percent of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test. Prior to erection of any fence or wall, prior written approval must be obtained by submitting plans and specifications to the Developer or Architectural Control Committee as described in Article VIII, Section 1 and Article X. Provided, however, that the restrictions described in this Section 6. shall not apply to any improvements originally installed by Declarant on any Common Area or in, around, or associated with the sewer pump station serving the subdivision.

Section 7. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of the surrounding property. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling or outbuilding with the exception of dogs, cats or other household pets, which may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. The number of household pets kept or maintained, per Lot, shall not exceed three (3) in number except for newborn offspring of such household pets which are under ten (10) weeks of age. No dog run or pen may be constructed or maintained on any Lot unless such dog run or pen has been approved in writing by the Developer or the Architectural Control Committee. Notwithstanding the foregoing,

Pitbulls are expressly prohibited, and the Association shall have the right to prohibit, or require the removal, of any dog or animal, which after consideration of factors such as size, breed and disposition of the animal, interference by the animal with the peaceful enjoyment by other Owners of their Lots and the security measures taken by the Owner with respect to such animal, the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard.

Section 8. Residential Use. All Lots shall be used for residential purposes only, and no trade or business may be conducted in or from any Lot except that an Owner or Occupant residing on a Lot may conduct business activities within the dwelling on the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by activity, sight, sound or odor from outside the dwelling; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve persons coming onto the Lot or property who do not reside in the home on the Lot or door-to-door delivery to residents of the property; and (d) the business activity is consistent with the residential character of the community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the community, as may be determined in the sole discretion of the Developer or Association and (e) the Developer or Association consents to the business. The term "business" and "trade," as used in this provision shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. Notwithstanding the above, the leasing or rental of a Lot or home shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Developer with respect to its development and sale of the property, adjacent property, or its use of any Lots which it owns within the property.

Section 9. Underground Utilities. All electrical service and telephone lines shall be placed underground in any section where the distribution lines have been placed underground.

Section 10. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished to the lot owner on request by the Developer, shall be permitted. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by the Developer or Association, only when in its discretion the same is necessary to promote the sale or rental of property in and around the development of the subdivision area, provided that signs no greater than 24" x 36" advertising property for sale or rent shall be permitted.

Section 11. Oil and Gas Restrictions. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor

shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from the premises.

Section 12. Mailboxes. The Developer shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto.

Section 13. Vehicles and Parking. Each lot owner shall provide space for parking a minimum of two (2) motor vehicles per dwelling off the street prior to the occupancy of a dwelling constructed on said Lot in accordance with reasonable standards established by the Developer. No truck or commercial vehicle in excess of one-ton load capacity or any vehicle under repair, or any trailer, motor home, recreational vehicle, camper, or boat, may remain on any lot unless parked in an enclosed garage. All other automobiles, trucks, or motor vehicles must have a current license plate affixed and must be parked in an enclosed garage or on the paved or concrete driveway associated with the dwelling. It is the intent of the Developer and Association to maintain an attractive community. Dilapidated vehicles shall not be maintained in public view on any lot. Vehicle parking on the subdivision streets is strictly prohibited, excepting occasional overflow parking on a temporary basis.

Section 14. Garbage Disposal. Each lot owner shall provide garbage receptacles or similar facility in accordance with reasonable standards established by the Developer, or a roll out garbage rack of type approved by the Developer, which shall be visible from streets on garbage pick-up day only. No garbage or trash incinerators or open burning of leaves, trash or garbage shall be permitted upon the premises.

Section 15. Temporary Structures. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residence or permitted to remain on the lot after completion of construction.

Section 16. Trailers and Outbuildings. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be used as a residence on any lot, either temporarily or permanently.

Section 17. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only with the main dwelling house, within the accessory building, or buried underground.

Section 18. Subdivision of Lots. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to re-plat any two (2) or more lots shown on the plat of

said subdivision in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

Section 19. Clothesline, Outside Structures Restrictions and Window Air Conditioning Units. No clothesline or drying yard shall be located upon the premises so as to be visible from any street or from any adjoining real property or lot. Toys, basketball goals, bicycles, and similar items are to be kept in the rear yard or kept inside when not in use. Swingsets and other similar play equipment are to be placed only in the rear yard areas. Above-ground pools are prohibited, with the exception that children's small wading pools are permitted subject to the restriction that they be kept in the rear yard. No window air-conditioning units shall be installed on the street side of any structure or in such a manner as to be visible from the street.

Section 20. Radio and Television Antennas. No radio station or short wave operator of any kind shall operate from any lot or residence without the prior written approval of the Declarant or Architectural Control Committee. All radio and television antenna or satellite "dish" installations shall be approved by the Declarant or Architectural Control Committee before the antenna or "dish" is installed. Location of such installations, where approved, shall not be visible from the street side of the building.

Section 21. Lighting. Security spotlights or floodlights mounted on the dwelling are allowed, but must not be located or aimed in such a direction so as to provide nuisance to other nearby Lots. Individual pole mounted lights are not allowed.

Section 22. Sewage Disposal Systems. Any residential building erected on any lot shall be connected to an approved septic tank or other method approved by local authorities for disposal of sewage or must be connected to municipal sewer where available. No toilet facilities of any kind shall be permitted outside the main residential structure without official written permission from the undersigned.

Section 23. Maintenance of Lots. In the event the owner of any residential lot permits any underbrush, woods, etc., to grow upon any lot to a height of two (2) feet (except as part of a landscaping plan approved by the Developer or Association) and on request fails to have the premises cut within thirty (30) days, agents of the Developer or Association may enter upon said land and remove the same at the expense of the owner. The Developer or agent of the Association may likewise enter upon said land to remove any trash which has collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot; This provision shall not be construed as an obligation on the part of the Developer or Association to provide garbage or trash removal services.

Section 24. Violation of the Use Restrictions. In the event of a violation or breach of any of these restrictions by any property owner, or agent of such owner, the owners of lots in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In

addition to the foregoing, the Developer, its successors and assigns, and/or the Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued shall not be deemed a waiver of the rights to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Developer or Association employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs and fees of enforcement shall be assessed against the owners of such lot or lots in breach thereof and the Developer and the Association shall have a lien upon such lot or lots to secure payment of all such costs and fees.

Section 25. Lease of Dwelling Unit. An owner may, in his or her absence, rent or lease his or her entire single-family dwelling for a lease term of not less than one hundred eighty (180) consecutive days, but no portion of a single-family dwelling shall be leased nor may any other building located on a lot be leased separately from the single-family dwelling.

Section 26. Vehicular Access. No vehicular access is permitted from any lot abutting Crisco Road or the future Westside Bypass in the event it is constructed. No lot shall be used either temporarily or permanently as a public or private road or as a means of access, ingress or egress to and from property located outside of the property or subdivision, excepting during construction or as approved by the Developer, Declarant or Association.

Section 27. Landscaping and Trees. The initial landscaping plans and improvements for a new house are subject to approval by the Architectural Control Committee. Each Lot owner will be required to plant and maintain a minimum of two (2), 2" caliber (at planting time) trees in the front yard.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any and all persons who may serve or whom have served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or an officer of the Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding guilty of willful and intentional negligence or misconduct in the

performance of his or her duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

The provisions hereof shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, By-law, agreement, vote of Association Members or otherwise. In the event of death of any officer or director, the provisions hereof shall extend to such person's legal heirs, representatives, successors and assigns. The foregoing rights shall be available whether or not such person or persons were in fact directors or officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the adoption of this By-Law.

ARTICLE X

ARCHITECTURAL CONTROL

In addition to the Architectural Control by Developer and later the Board, as set forth in Section 1 of Article VIII, and after Declarant no longer owns a Lot within the Properties, no building, additions, pool, fence, statuary, wall, drive, antenna, sign or other structure or improvement of any kind ("Improvements") on any Lot shall be erected, constructed, demolished, or altered until an application, including plans and specifications showing the nature, kind, shape, height, materials, color and location of the same, shall have been submitted to and approved in writing by the Board or an Architectural Control Committee which has been empowered by the Board to approve such applications and comprised of not less than three (3) Association Members and not more than five (5) Association Members who have been appointed by the Board; provided, however, that no such approval shall be required for alterations to the interior of any residential structure. If the Board or such architectural control committee, having not theretofore approved or disapproved an application, fails to approve or disapprove an application within ten (10) days following receipt of written notice of failure to act, which written notice is given at least thirty (30) days following receipt of the initial application, the application shall be deemed approved. The restrictions herein contained shall have no application to the development, improvement, maintenance and repair of the Property by Developer or by the Association, and neither the Board nor the architectural control committee shall have any power or authority to review or require modifications in plans and specifications for construction or installation of improvements by Developer.

ARTICLE XI

RIGHT OF FIRST REFUSAL

Section 1. Applicability. Except for sales and conveyances by the Developer, no unimproved Lot may be sold by any Owner except in compliance with the provisions of this Article.

Section 2. Right of First Refusal. In the event any Owner receives a bona fide written offer from a third party to purchase his unimproved Lot which he desires to accept, such Owner shall immediately notify the Developer of such offer and shall forward a copy of said written offer, together with the name and address of the offeror, to the Developer. (For this purpose of this Section 2, "unimproved Lot" shall mean any Lot upon which construction has not progressed beyond the commencement of the framing of the main dwelling, the plans and specifications for which have been approved by the Developer.) Upon receipt of said notice, Developer shall have fifteen (15) days to notify such Owner that it desires to purchase his Lot on the same terms and conditions as set forth in the offer. If Developer notifies such Owner of its desire to purchase the Lot, then owner shall convey the Lot to the Developer according to the provisions of Section 3 below. In the event that the Developer elects not to purchase the Lot or fails to notify the Owner of its decision within such fifteen (15) day period, then the Owner may sell the Lot to the third party offeror on terms and conditions no less favorable to the owner than those set forth in the original offer; provided, however, that if such sale and conveyance to the original third party offeror does not take place within one hundred twenty (120) days after Developer's failure to exercise its right of first refusal, then the Lot shall again become subject to the terms and provisions of this Article XI. Any conveyance by an Owner to a third party offeror shall be subject to the terms and conditions of this Declaration.

Section 3. Transfer to Developer. In the event that Developer exercises its right of first refusal pursuant to Section 2 hereof, the closing of the conveyance of such Lot shall occur as provided in such third party offer. At the closing, Developer shall make such payments in cash, by a promissory note, or otherwise to the Owner as described in the third party offer. Owner shall deliver to Developer a general warranty deed conveying the Lot free and clear of all exceptions except as may be set forth in the written offer and subject to this Declaration. In the event the closing occurs after the death of an Owner, Developer may, in its discretion, require the personal representative of the Owner to post such bonds or other assurances as the Developer may deem reasonable in order to protect Developer from any loss which might be caused by the failure to pay any federal or state inheritance tax or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Developer's rights as a purchaser of said Lot.

Section 4. Death of an Owner. The personal representative, heirs, successors and assigns of any Owner who dies while owning any Lot shall become an owner subject to the terms and conditions of this Declaration and any subsequent sale, transfer and conveyance of such Lot shall be governed by the provisions of this Article.

ARTICLE XII

INSURANCE

Section 1. Insurance Requirements under the Act. Section 47E-3-113 of the Act requires certain insurance to be carried by the Association and provides for the distribution of insurance proceeds. Sections 2 through 5 of this Article X set forth the requirements of Section 47E-3-113 of the Act. In the event the insurance requirements set forth in the Act or any portion of the Act are

changed, amended or deleted, the insurance requirements set forth in Sections 2 through 5 of this Article X shall likewise be changed, amended or deleted to conform with the insurance provisions of the Act without the requirement of a formal amendment to this Declaration.

Section 2. Property Insurance. The Association shall maintain, to the extent reasonably available, property insurance on the Common Area insuring against all risks of direct physical loss commonly insured against including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. Any loss covered by this property insurance shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for Lot Owners and lienholders as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged property, and Lot Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the planned community is terminated.

Section 3. Liability Insurance. The Association shall maintain, to the extent reasonably available, liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Area. The liability insurance shall be for the benefit of the Lot Owners, occupants, the Association, the Board, the managing agent, if any, the Declarant, and their respective officers, directors, agents, and employees in such amounts and with such coverage that shall be determined by the Board; provided that the liability insurance shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for death, bodily injury and property damage.

Section 4. Required Provisions for Property and Liability Insurance. Insurance policies carried pursuant to Sections 2 and 3 above shall provide that:

- (a) Each Lot Owner is an insured person under the policy to the extent to the Lot Owner's insurable interest;
- (b) The insurer waives its right to subrogation under the policy against any Lot Owner or member of the Lot Owner's household;
- (c) No act or omission by any Lot Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy; and

(d) If, at the time of a loss under the policy, there is other insurance in the name of the Lot Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 5. Insurance Repairs. Any portion of the planned community for which insurance is required under Sections 2 and 3 hereinabove which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (a) the planned community is terminated; (b) repair or replacement would be illegal under any State or local health or safety statute or ordinance; or (c) the Lot Owners decide not to rebuild by an eighty percent (80%) vote. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense if any portion of the planned community is not repaired or replaced, (a) the insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the planned community; (b) the insurance proceeds attributable to limited common elements which are not rebuilt shall be distributed to the Owners of the Lots to which those limited common elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Lot Owners or lienholders, as their interests may appear, in proportion to the common expense liabilities of all the Lots. Notwithstanding the provisions of this Section 5, Section 47E-2-118 (termination of the planned community) governs the distribution of the insurance proceeds if the planned community is terminated.

ARTICLE XIII

EMINENT DOMAIN (CONDEMNATION)

In the event of a taking of all or any portion of a Lot or all any portion of the Common Area by eminent domain, or by conveyance in lieu thereof, the awards paid on account thereof shall be applied in accordance with Section 47E-1-107 of the Act.

ARTICLE XIV

TERMINATION OF PLANNED COMMUNITY

Province Greene, a planned community under the Act, may be terminated only in strict compliance with Section 47E-2-118 of the Act.

ARTICLE XV

AMENDMENT

This Declaration may be amended only in strict compliance with the Act, including, without limitation, Section 47E-2-117 of the Act, except that no Amendment altering or impairing Special Declarant Rights may be made without the written consent of the Declarant.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, including the Developer, 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. Conflict with the Act; Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or affect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.

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 eighty (80%) 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. Interpretation of Declaration. Whenever appropriate, singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely the part in which they appear.

Section 5. Captions. The Captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

Section 6. Law Controlling. This Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

Section 7. 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 Department of Veterans: annexation of additional properties, other than as provided in Article II, Section 2(a) 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, Declarant has caused this instrument to be executed this 9th day of April, 1999.

DECLARANT:

PROVINCE GREENE, LLC, a North Carolina (SEAL)
limited liability company

BY: THOMAS/COCHRAN, LLC, a North (SEAL)
Carolina limited liability company

BY: William E. Cochran (SEAL)
William E. Cochran, Member

BY: William C. Thomas (SEAL)
William C. Thomas, Member

BY: JOWAC, LLC, a North Carolina limited (SEAL)
liability company

BY: John Walden Coble (SEAL)
John Walden Coble, Member

BY: Jolene P. Coble (SEAL)
Jolene P. Coble, Member

BY: NEEDHAM POPLAR, LLC, a North (SEAL)
Carolina limited liability company

BY: Joyce P. Needham (SEAL)
Joyce P. Needham, Member

BY: Scott R. Needham (SEAL)
Scott R. Needham, Member

STATE OF NORTH CAROLINA

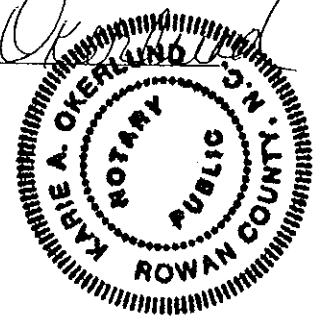
COUNTY OF Rowan Cabarrus

I, the undersigned, a Notary Public for the State of North Carolina and the County of Rowan, do hereby certify that William ~~F~~ Cochran and William C. Thomas as members of THOMAS/COCHRAN, LLC, a North Carolina limited liability company, as members of PROVINCE GREENE, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 9th day of April, 1999.

Karie A. Okerlund
Notary Public

My Commission Expires: 05/31/03



STATE OF NORTH CAROLINA

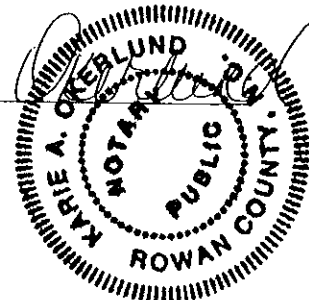
COUNTY OF Rowan Cabarrus

I, the undersigned, a Notary Public for the State of North Carolina and the County of Rowan, do hereby certify that John Walden Coble and Jolene P. Coble as members of JOWAC, LLC, a North Carolina limited liability company, as members of PROVINCE GREENE, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 9th day of April, 1999.

Karie A. Okerlund
Notary Public

My Commission Expires: 05/31/03



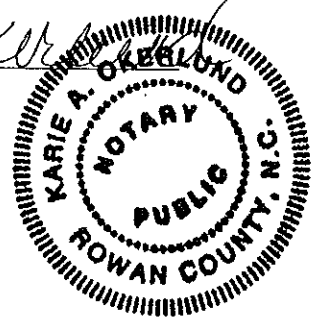
STATE OF NORTH CAROLINA

COUNTY OF Rowan Cabarrus

I, the undersigned, a Notary Public for the State of North Carolina and the County of Rowan, do hereby certify that Joyce P. Needham and Scott R. Needham as members of NEEDHAM POPLAR, LLC, a North Carolina limited liability company, as members of PROVINCE GREENE, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 9th day of April, 1999.

Karie A. Okerlund
Notary Public

My Commission Expires: 05/31/03

NORTH CAROLINA — CABARRUS COUNTY

The foregoing (or annexed) certificate(s) of

Karie A. Okerlund

, a notary public,

is (are) certified to be correct. This the 13th day of April, 1999.

CHARLES B. ROSS, REGISTER OF DEEDS

Linda J. McAbbe Asst./Deputy

FILED

STATE OF NORTH CAROLINA --- PAGE --- SUPPLEMENTARY DECLARATION OF
 COUNTY OF CABARRUS COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR
 PROVINCE GREENE

CHARLES D. ROSS
 REGISTER OF DEEDS
 CABARRUS COUNTY, NC

(Phase Two)

THIS SUPPLEMENTAL DECLARATION, made on this 3 day of August, 1999,
 by PROVINCE GREENE, LLC, a North Carolina limited liability company, hereinafter referred
 to as "Declarant";

WITNESSETH:

WHEREAS, Declarant has heretofore imposed a Declaration of Covenants, Conditions and
 Restrictions for PROVINCE GREENE upon a portion of the residential development known as
 PROVINCE GREENE, which Declaration is recorded in Book 2507 at page 296 in the Cabarrus
 County Public Registry (hereinafter "Declaration");

WHEREAS, the aforesaid Declaration of Covenants, Conditions and Restrictions provides
 therein in Article II, Section 2(a) that "All or any portion of the Additional Land may be annexed to
 the Properties by Province Greene, LLC . . . and brought within the scheme of this Declaration and
 within the jurisdiction of the Association . . . without the consent of the Association or its members
 . . ."

WHEREAS, the Declarant desires to incorporate the PROVINCE GREENE, Phase Two
 property as same is shown on map thereof recorded in Map Book 34 at Page 100 in the
 Cabarrus County Public Registry within the property subject to the Declaration;

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration of Covenants,
 Conditions and Restrictions for PROVINCE GREENE, Declarant does hereby annex the
 PROVINCE GREENE, Phase Two property as shown on the aforesaid map to the property which

Being Re-Recorded to add Map Book 34 Page on this date, October 27th, 1999.

W.E. Cochran Jr.
 W.E. Cochran Jr.

171 Castaner Dr. Concord 28025

Oct 27 2019
 LINDA E. SINGLET
 Register of Deeds
 Cabarrus County, NC

is subject to the Declaration of Covenants, Conditions and Restrictions for PROVINCE GREENE recorded in Book 2507 at page 296 in the Cabarrus County Public Registry to the end that the PROVINCE GREENE, Phase Two, property 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 34 at Page 100 in the Cabarrus County 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, PROVINCE GREENE, LLC has caused this instrument to be executed as of the day and year first above written.

DECLARANT:

PROVINCE GREENE, LLC, a North Carolina limited liability company (SEAL)

BY: THOMAS/COCHRAN, LLC, a North Carolina limited liability company (SEAL)

BY: William E. Cochran (SEAL)
William E. Cochran, Member

BY: William C. Thomas (SEAL)
William C. Thomas, Member

BY: JOWAC, LLC, a North Carolina limited liability company (SEAL)

BY: John Walden Coble (SEAL)
John Walden Coble, Member

BY: Jelene P. Coble (SEAL)
Jelene P. Coble, Member

BY: NEEDHAM POPLAR, LLC, a North Carolina limited liability company (SEAL)

BY: Joyce P. Needham (SEAL)
Joyce P. Needham, Member

BY: Scott R. Needham (SEAL)
Scott R. Needham, Member

STATE OF NORTH CAROLINA

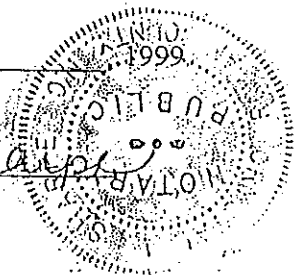
COUNTY OF Rowan

I, the undersigned, a Notary Public for the State of North Carolina and the County of Rowan, do hereby certify that William E. Cochran and William C. Thomas as members of THOMAS/COCHRAN, LLC, a North Carolina limited liability company, as members of PROVINCE GREENE, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 4th day of August

Crystal V. Sharpe
Notary Public

My Commission Expires: Nov. 12, 2000



STATE OF NORTH CAROLINA

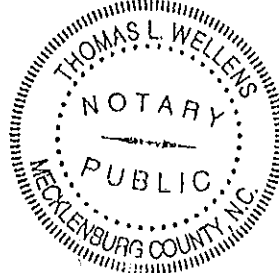
COUNTY OF Cabarrus

I, the undersigned, a Notary Public for the State of North Carolina and the County of Mecklenburg, do hereby certify that John Walden Coble and Jolene P. Coble as members of JOWAC, LLC, a North Carolina limited liability company, as members of PROVINCE GREENE, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 27th day of July, 1999.

John Walden Coble
Notary Public

My Commission Expires: 6-28-2003



STATE OF NORTH CAROLINA

COUNTY OF Iredell

I, the undersigned, a Notary Public for the State of North Carolina and the County of Iredell, do hereby certify that Joyce P. Needham and Scott R. Needham as members of NEEDHAM POPLAR, LLC, a North Carolina limited liability company, as members of PROVINCE GREENE, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 21st day of July, 1999.

Marie L. Martin Marie L. Martin
Notary Public

My Commission Expires: May 14, 2003



281.R&S 6/25/99

NORTH CAROLINA — CABARRUS COUNTY

The foregoing (or annexed) certificate(s) of Crystal V. Sharpe, Thomas Z. Wellens and Marie L. Martin, each, a notary public, is (are) certified to be correct. This the 4th day of August, 1999.

CHARLES B. ROSS, REGISTER OF DEEDS

by: Kay L. Hahn Asst. / Deputy