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DOCUMENTS
OF
PAINTED TREE SWIM AND RACQUET ASSOCIATION

CONTENTS

Declaration of Covenants, Conditions and Restrictions

	<u>Page</u>
Introduction	2
Article I-Definitions	4
Article II-Property Subject to This Declaration	5
Article III-Membership and Voting Rights	6
Article IV-Property Rights	7
Article V-Covenants for Maintenance Assessments	8
Article VI-General	11
Schedule A	13
Schedule B	14

Articles of Incorporation

Article I-Name	15
Article II-Registered Agent and Initial Agent	15
Article III-Purpose and Powers of the Association.	15
Article IV-Finance	17
Article V-Membership and Voting Rights	17
Article VI-Board of Directors	17
Article VII-Dissolution	18
Article VIII-Duration	18
Article IX-Amendments	18
Article X-FHA/VA Approval	19
Article XI-Incorporator	19

Contents continued.....

By-Laws

	<u>Page</u>
Article I-Name and Location	20
Article II-Definitions	20
Article III-Membership and Voting Rights	21
Article IV-Property Rights	22
Article V-Meeting of Members	23
Article VI-Board of Directors	25
Article VII-Meetings of Directors	26
Article VIII-Powers and Duties of the Board of Directors	27
Article IX-Officers and Their Duties	28
Article X-Committees	30
Article XI-Books and Records	30
Article XII-Assessments	31
Article XIII-Corporate Seal	31
Article XIV-Amendments.	31
Article XV-Miscellaneous.	31
Schedule A	32

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
PAINTED TREE SWIM AND RACQUET ASSOCIATION

REAL ESTATE BOOK 3736 PAGE 0292
REAL ESTATE BOOK 3752 PAGE 0383
REAL ESTATE BOOK 3804 PAGE 0264
REAL ESTATE BOOK 3915 PAGE 0920
REAL ESTATE BOOK 3938 PAGE 0776
REAL ESTATE BOOK 3938 PAGE 0474
REAL ESTATE BOOK 3968 PAGE 0109
REAL ESTATE BOOK 3990 PAGE 0154
REAL ESTATE BOOK 3915 PAGE 0955
REAL ESTATE BOOK 3915 PAGE 0958
REAL ESTATE BOOK 3915 PAGE 0969
REAL ESTATE BOOK 3915 PAGE 0961

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION of Covenants, Conditions and Restrictions, made this 4th day of February, 1975, by JOHN CROSLAND COMPANY, CAROLINA FINANCIAL SERVICES, INC. and ALTA ENTERPRISES, INC., a joint adventure trading as Walnut Properties, and John Crosland Company, hereinafter collectively referred to as "Declarant."

W I T N E S S E T H :

THAT WHEREAS, Declarant is the owner of the real property described on the Maps of Walnut Creek, Section IIA, which Maps are recorded in Mapbook 17 at Page 195 and Mapbook 17 at Page 239 in the Mecklenburg Public Registry and desires to create for the exclusive use of the owners of said property and property annexed thereto as hereinafter provided; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 3624 at Page 239 in the Mecklenburg Public Registry as amended by instrument recorded in Book 3734 at Page 953 in the Mecklenburg Public Registry, the exclusive residential community of Walnut Creek was created and certain covenants, conditions and restrictions were thereby imposed; and

WHEREAS, the aforesaid Declaration was made in order to provide for the maintenance and preservation of the parks, play areas and open spaces owned by the Walnut Creek Homes Association; and

WHEREAS; the single family detached housing portion of said Walnut Creek will have permanent community property and recreational facilities for the exclusive use and benefit of residents of single family detached houses located on properties incorporated in said single family detached housing community as in the aforesaid Declarations and in these Declarations provided; and

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and manage the exclusive community properties and recreational facilities appurtenant to said single family houses and to perform services and enforce covenants and restrictions exclusively applicable to the residents thereof, and Declarant, therefore, has incorporated under North Carolina Law as a non-profit corporation, Painted Tree Swim and Racquet Association, for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions does declare that Walnut Creek, Section IIA, as aforesaid, and such additions thereto as may be hereafter made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restriction, easements, charges and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall in inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Painted Tree Swim and Racquet Association, 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, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Limited Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as a "Limited Common Area" or "Limited Recreational Facility" on any plat of Walnut Creek, Sections I and II duly recorded in the Mecklenburg Public Registry in accordance with the provisions of this Declaration; the Limited Common Area to be owned by the Association at the time of the conveyance of the first lot is described by metes and bounds on Schedule B attached hereto and incorporated herein by reference.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundry lines, shown upon any recorded subdivision map of the Properties with the exception of (1) any Common Area or Common Open Space shown upon any recorded map, (2) land reserved and designated for commercial use, and (3) land reserved and designated for the exclusive common use of the Owners of single-family houses.

Section 6. "Declarant" shall mean and refer to John Crosland Company, Carolina Financial Services, Inc. and Alta Enterprises, Inc., a joint adventure trading as Walnut Properties, and John Crosland Company. The term "Declarant" 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 purposes of causing residence building (s) to be constructed thereon, and any such successor in title to Declarant defined as aforesaid 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 improvements constructed thereon are unoccupied (whether undeveloped, or developed and unconveyed), but no longer.

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

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 Pineville Township, Mecklenburg County, North Carolina, described as Walnut Creek, Section IIA, which is shown on maps recorded in Mapbook 17 at Page 195 and Map book 17 at Page 239 in the Mecklenburg Public Registry.

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

Section 2. Additions to Existing Property. Additions may be made in any of the following ways:

(a) Additional land within the area described in the metes and bounds description attached hereto as SCHEDULE A and incorporated herein by reference may be annexed to the Existing Property by Declarant and brought within the scheme of this Declaration and within the jurisdiction of the Association, in future states of development, without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within twelve (12) years after the date of this instrument and provided further that the FHA or the VA determine that any such annexation is in accord with the general plan heretofore approved by them.

(b) Additional residential property (and common area), outside of the area described in the aforementioned SCHEDULE A may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the Association with

the consent of the members entitled to at least sixty percent (60%) of the votes appurtenant to all Class A lots and at least sixty percent (60%) 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 subsections (a) and (b) shall be made by filing for record a Declaration 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 Declarations may contain such complementary additions and modifications 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 a security interest) in any Lot all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Class A Lot.

(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 (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by it. The Class B Lots shall cease to exist and shall be converted to Class A Lots (and Declarant shall be entitled to one (1) vote per lot for each of the aforesaid converted Class A Lots):

(1) When the total number of votes appurtenant to the Class A Lots equal the total number of votes appurtenant to the Class B Lots; or

(2) Upon April 31, 1980; whichever occurs earlier.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and 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 to persons other than Owners for the use of any recreational facilities situated upon the Limited Common Area and to limit the use of any such recreational facilities to Owners who occupy a residence on the properties and to their families, tenants, contract purchases and guests as provided in Section 2 of this Article IV;

(b) The right of the Association to suspend the voting rights and enjoyment rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty 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 each Class of Lots (Class A and Class B) agree to such dedication or transfer and signify their agreement by a signed and recorded written instrument, 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 and drainage facilities upon, over, under and across the Common Area without the assent of the membership when, in the opinion of such Board, such easements are necessary for the convenient use and enjoyment of the Properties;

(d) The right of the Association, with the written assent of Members entitled to at least sixty percent (60%) of the votes appurtenant to each Class of Lots (Class A and Class B), to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

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

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

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

ARTICLE V

COVENANTS 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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs and reasonable attorney's 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's fees shall also be the personal obligation of the person who was the Owner of such property at the time delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1, 1976 or January 1 of the year immediately following conveyance of the first lot to an Owner, whichever is later, the maximum annual assessment shall be Eight-Four (\$84.00) Dollars per lot.

(a) From and after January 1, 1976 or January 1 of the year immediately following the conveyance of the first lot to an Owner, whichever is later, the maximum annual assessment may be increased, 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 percentage increase, if any, in the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the twelve (12) month period ending the preceeding July 1.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, or January 1, 1976, the maximum annual assessment may be increased without limitation if such increase is approved by no less than sixty percent (60%) 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.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction repair or replacement of a capital improvement upon the Limited Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article.

Section 5. Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance semi-annually.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates: Certificate of Payment. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance to the Association of the Limited Common Area or January 1, 1976, whichever is later. The first annual assessment 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 for the next year and at least fifteen (15) days before each January 1 after assessment shall commence shall send written notice of such fixed assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting-forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage, first mortgages, first deed of trust or first deeds of trust. 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 assessment 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, first mortgages and first deeds of trust."

ARTICLE VI

GENERAL

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bond the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year-period by an instrument signed by the Owners of not less than seventy five (75%) 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 purposes of this section additions to existing property as provided for in Article II, Section 2 hereof shall not constitute an "Amendment."

Section 4. FHA/VA Approval. As long as any Class B lot exists, as provided in Article III hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, other than as provided in Article II, Section 2(a) hereof, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

Section 5. Purposes and Limitations. The Association has been formed and exists for the limited and sole purpose of managing, regulating, governing and providing for the maintenance and preservation of Limited Common Areas or Limited Recreational Facilities, only, as same are defined and identified in Article I, Section 4, above, and notwithstanding any provision herein or the Articles of Incorporation of the Association or in the by-laws of the Association to the

contrary, said Association shall have no power to govern or regulate the use and enjoyment of any Properties not specifically defined and designated as a Limited Common Area or a Limited Recreational Facility nor shall any assessments paid to the Association be expended for the maintenance or preservation of any Properties not so defined and designated.

Section 6. Exclusive Jurisdiction. Declarant (and the other signatory parties hereto) covenant and agree that the Limited Common Area described in the Amendment to Supplementary Declaration of Covenants, Conditions and Restrictions recorded in Book 3752 at Page 383 in the Mecklenburg Public Registry, and other Limited Common Areas (including Limited Recreational Facilities) hereafter conveyed to Painted Tree Swim and Racquet Association (or to any successor to said Association) and thereby made and constituted a Limited Common Area within the definition of same contained in Article I, Section 4 of the Supplementary Declaration recorded in Book 3736 at Page 292 in the Mecklenburg Public Registry shall be managed, regulated, governed, maintained and preserved by said Painted Tree Swim and Racquet Association, pursuant and under said Supplementary Declaration, as amended, and to the exclusion of any such rights or privileges granted or reserved to Walnut Creek Homes Association under and pursuant to Declaration recorded in Book 3624 at Page 239 in the Mecklenburg Public Registry, as amended, to the end and with the agreed result that all such Limited Common Area shall be excluded from the Existing Property and from the possibility of adding same, or any part thereof, to Existing Property as same is defined and identified in the aforesaid Declaration recorded in Book 3624 at Page 239 in the Mecklenburg Public Registry.

Section 7. Title. The entitlement of the Declaration recorded in Book 3736 at Page 292 in the Mecklenburg Public Registry as a "Supplementary" Declaration is hereby declared to be a misnomer, the Declaration recorded in Book 3624 at Page 239 and the "Supplementary" Declaration being recorded in Book 3736 at Page 292 in the Mecklenburg Public Registry being independent and unrelated declarations.

Section 8. Previous Property Designation. The parties hereto for themselves, their heirs, successors, and assigns, hereby release Tract A as shown on map recorded in MapBook 17 at Page 195 in the Mecklenburg Public Registry from any and all restrictions or dedications, if any, which have heretofore been imposed or made on said tract by the recording of the aforesaid map, and the conveyance of lots with reference thereto and the parties for themselves, their heirs, successors and assigns, hereby acknowledge and confirm that said property is now and shall hereafter be single-family lots 29-B and 29-C and common open space as shown on map recorded in Mapbook 17 at Page 405 in the Mecklenburg Public Registry.

SCHEDULE A

BEGINNING at a point on the easterly line of the eighty-foot right-of-way of Carmel Road Extension, said Beginning point being located 150.41 feet in a northeasterly direction along the easterly margin of said Carmel Road Extension from the point of intersection of the northeasterly margin of the right-of-way line of Painted Tree Road, if extended, and the easterly margin of the right-of-way line of Carmel Road Extension, if extended, said point also being located North 35 degrees 03 minutes 14 seconds East 150.33 feet from the aforesaid interesection; thence from said beginning point South 58 degrees 45 minutes 20 seconds East 676.91 feet to a point; thence South 80 degrees 00 minutes East 381.97 feet to a point; thence South 18 degrees 16 minutes East 130.60 feet to a point; thence South 9 degrees 38 minutes West 484 feet to a point; thence South 28 degrees 10 minutes West 387.0 feet to a point; thence South 11 degrees 36 minutes 50 seconds West 80.18 feet to a point; thence South 0 degrees 35 minutes 30 seconds East 57.19 feet to a point; thence South 15 degrees 11 minutes 40 seconds East 245.01 feet to a point; thence South 36 degrees 27 minutes 40 seconds East 105.70 feet to a point; thence South 41 degrees 42 minutes 10 seconds East 500.00 feet to a point; thence South 1 degree 00 minutes East 160.0 feet to a point; thence South 49 degrees 00 minutes West 370.0 feet to a point; thence South 8 degrees 00 minutes West 210.0 feet to a point; thence South 60 degrees 30 minutes West 120.0 feet to a point; thence South 72 degrees 30 minutes West 240.0 feet to a point; thence South 74 degrees 20 minutes West 880.0 feet to a point; thence North 15 degrees 45 minutes West 210.0 feet to a point; Thence South 46 degrees 13 minutes 40 seconds West 780.93 feet to a point; thence North 45 degrees 50 minutes West 870.0 feet to a point; thence North 87 degrees 10 minutes West 215.0 feet to a point; thence North 31 degrees 10 minutes West 300.0 feet to a point; thence North 10 degrees East 220.0 feet to a point; thence North 80 degrees 00 minutes East 210.0 feet to a point; thence North 21 degrees 15 minutes East 175.0 feet to a point; thence North 8 degrees 30 seconds West 585.0 feet to a point; thence North 80 degrees 33 minutes 10 seconds East 235.0 feet to a point; thence North 12 degrees 30 minutes East 661.06 feet to a point; thence North 4 degrees 30 minutes West 320.0 feet to a point; thence North 85 degrees 30 minutes East 350.0 feet to a point; thence along the arc of a circular curve to the left having a radius of 1300.34 feet, an arc distance of 1220.09 feet to the point of BEGINNING containing 147.70 acres.

SCHEDULE B

Beginning at the point where the southerly right-of-way of the margin of Hackberry Lane intersects the easterly margin of the right-of-way of Painted Tree Road, as shown on map recorded in Map Book 17 at Page 195 in the Mecklenburg Public Registry; thence along the easterly margin of the right-of-way of Painted Tree Road (proposed) as follows: (1) S. 13-25 E. 250 feet to a point (2) with the arc of a circular curve to the right, having a radius of 351.12 feet, an arc distance of 129.71 feet to a point (3) S. 7-45 W. 158.0 feet to a point (4) with the arc of a circular curve to the left, having a radius of 195.05 feet, an arc distance of 117.64 feet to a point (5) S. 26-48-20 E. 272.24 feet to a point (6) with the arc of a circular curve to the right, having a radius of 373.22 feet, an arc distance of 469.91 feet to a point (7) S. 45-20 W. 511.75 feet to a point (8) with the arc of a circular curve to the right, having a radius of 195.62 feet, an arc distance of 84.0 feet to the point or place of beginning; thence S. 20-21 E. 100.50 feet to a point; thence S. 06-22 E. 74.20 feet to a point; thence S. 20-44 E. 550.2 feet to a point; N. 37-30 W. 460.3 feet to a point; thence S. 20 E 20 feet to a point; thence S. 74-58-17 W. 497.75 feet to a point; thence N. 7-00-50 W. 64.0 feet to a point; thence N. 45-40 E. 296.24 feet to a point; thence N. 17-35-10 E. 140.74 feet to a point in the southerly margin of Painted Tree Road (proposed); thence with said margin, in a northeasterly direction with the arc of a circular curve to the left having a radius of 195.62 feet, an arc distance of 139.56 feet to the point or place of beginning.

ARTICLES OF INCORPORATION
OF
PAINTED TREE SWIM AND RACQUET ASSOCIATION

April 1, 1975

ARTICLES OF INCORPORATION
OF
PAINTED TREE SWIM AND RACQUET ASSOCIATION

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

ARTICLE I

NAME

The name of the corporation is PAINTED TREE SWIM AND RACQUET ASSOCIATION, hereafter called the "Association."

ARTICLE II

REGISTERED AGENT AND INITIAL AGENT

The registered office of the Association is located at 145 Scaleybark Road, Charlotte, Mecklenburg County, North Carolina. The location of the registered office may be changed by a majority vote of the Board of Directors. The name of the initial registered agent at the above address is Walter O. Hendrix.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate a pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, operation and control of the certain Limited Common Areas and recreational facilities located on property described as:

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

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as

may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

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

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

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

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

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, 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 an instrument has been signed by members entitled to at least three-fourths (3/4) of the votes appurtenant to each Class A Lots and Class B Lots, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or undertake the maintenance and operation of additional Limited Recreational facilities provided that any such merger, consolidation or annexation shall have the consent of the members as provided in paragraph (d) above;

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

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of North Carolina by law may now nor hereafter have or exercise.

ARTICLE IV

FINANCE

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

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

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

The voting rights of the membership shall be as provided by the Declaration.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
B. D. Farmer, III	712 Cameron-Brown Building Charlotte, NC
John Crosland, Jr.	P.O. Box 11231 Charlotte, NC
Robert T. Waugh	P.O. Box 1539 Charlotte, NC

<u>Name</u>	<u>Address</u>
H. Allen Tate, Jr.	4725 Sharon Road Charlotte, NC
Joseph S. Joseph	P.O. Box 1539 Charlotte, NC
Douglas Boone	P.O. Box 11231 Charlotte, NC
R. Clayton Everett	P.O. Box 1539 Charlotte, NC
Moffatt G. Sherard, Jr.	P.O. Box 1539 Charlotte, NC
Walter O. Hendrix	145 Scaleybark Rd. Charlotte, NC

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VII

DISSOLUTION

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

ARTICLE VIII

DURATION

The period of existence of this corporation is unlimited.

ARTICLE IX

AMENDMENTS

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

BY-LAWS
OF
PAINTED TREE SWIM AND RACQUET ASSOCIATION

BY-LAWS
OF
PAINTED TREE SWIM AND RACQUET ASSOCIATION

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Painted Tree Swim and Racquet Association, 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, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" and any additions thereto, as are or shall become subject to the Declaration of Covenants, Conditions, and Restrictions under the provisions of Article II thereof.

Section 4. "Limited Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as a "Limited Common Area" or "Limited Recreational Facility" on any plat of Walnut Creek, Section I and II duly recorded in the Mecklenburg Public Registry in accordance with the provisions of this Declaration; the Limited Common Area to be owned by the Association at the time of the conveyance of the first lot is described by metes and bounds on Schedule A attached hereto and incorporated herein by reference.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary line, shown upon any recorded subdivision map of the Properties with the exception of (1) any Common Area or Common Open Space shown on any recorded map, (2) land reserved and designated for commercial use, and (3) land reserved and designated for the exclusive common use of the Owners of single-family houses.

Section 6. "Declarant" shall mean and refer to John Crosland Company, Carolina Financial Services, Inc. and Alta Enterprises, Inc., a joint venture trading as Walnut Properties, and John Crosland Company. The term "Declarant" 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 purposes of causing residence building (s) to be constructed thereon, and any such successor in title to Declarant defined as aforesaid 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 improvements constructed thereon are unoccupied (whether undeveloped, or developed and unconveyed), but no longer.

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

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 a security interest) in any Lot all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Class A Lot.

(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 (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by it. The Class B Lots shall cease to exist and shall be converted to Class A Lots (and Declarant shall be entitled to one (1) vote per Lot for each of the aforesaid converted Class A Lots):

(1) When the total number of votes appurtenant to the Class A Lots equal the total number of votes appurtenant to the Class B Lots; or

(2) Upon April 1, 1980;

whichever occurs earlier.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and 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 to persons other than Owners for the use of any recreational facilities situated upon the Limited Common Area and to limit the use of any such recreational facilities to Owners who occupy a residence on the properties and to their families, tenants, contract purchases and guests as provided in Section 2 of this Article IV;

(b) The right of the Association to suspend the voting rights and enjoyment rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty 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 each Class of Lots (Class A and B) agree to such dedication or transfer and signify their agreement by a signed and recorded written instrument, provided that this subsection shall not preclude the Board of Directors of the Association from granting easement for the installation and maintenance

of sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership when, in the opinion of such Board, such easements are necessary for the convenient use and enjoyment of the Properties;

(d) The right of the Association, with the written assent of Members entitled to at least sixty percent (60%) of the votes appurtenant to each Class of Lots (Class A and Class B), to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

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

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

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

ARTICLE V

MEETING OF MEMBERS

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

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, Secretary or Board of Directors, or upon written request

of the members entitled to one-fourth (1/4) of the votes appurtenant to Class A Lots.

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

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

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

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

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

ARTICLE VI

BOARD OF DIRECTORS

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

Section 2. Number, Term and Qualification. The number of directors of the Association shall be nine. At the first annual meeting the members shall elect three directors to serve for a term of one year, three directors to serve for a term of two years and three directors to serve for a term of three years. At each annual meeting thereafter the members shall elect three directors to serve for a term of three years. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies. Directors need not be members of the Association.

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

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

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

Section 6. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining

directors of a successor who shall serve for the unexpired term of his predecessor. The members may elect a director at any time to fill any vacancy not filled by the directors.

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

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice of such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

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

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

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the ARTicles of Incorporation, or the Declaration;

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

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

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

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

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

Section 2. Duties. It shall be the duty of the

Board of Directors to:

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

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

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

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

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

(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 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 and adequate hazard insurance on the real and personal property owned by the Association;

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

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

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers

of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, 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 the 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 co-sign all checks and promissory notes.

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; 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 and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X

COMMITTEES

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

ARTICLE XI

BOOKS AND RECORDS

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

ARTICLE XIII

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 six (6%) per cent per annum, 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 attorney's 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 Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Walnut Creek Swim and Racket Association, Charlotte, North Carolina.

ARTICLE XIV

AMENDMENTS

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

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

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December

of every year, except that the first fiscal year shall begin on the date of incorporation.

PAINTED TREE SWIM AND RACQUET
ASSOCIATION

BY

President

SCHEDULE A

BEGINNING at a point on the easterly line of the eighty-foot right-of-way of Carmel Road Extension, said Beginning point being located 150.41 feet in a northeasterly direction along the easterly margin of said Carmel Road Extension from the point of intersection of the northeasterly margin of the right-of-way line of Painted Tree Road, if extended, and the easterly margin of the right-of-way line of Carmel Road Extension, if extended, said point also being located North 35 degrees 03 minutes 14 seconds East 150.33 feet from the aforesaid interesection; thence from said beginning point South 58 degrees 45 minutes 20 seconds East 676.91 feet to a point; thence South 80 degrees 00 minutes East 381.97 feet to a point; thence South 18 degrees 16 minutes East 130.60 feet to a point; thence South 9 degrees 38 minutes West 484 feet to a point; thence South 28 degrees 10 minutes West 387.0 feet to a point; thence South 11 degrees 36 minutes 50 seconds West 80.18 feet to a point; thence South 0 degrees 35 minutes 30 seconds East 57.19 feet to a point; thence South 15 degrees 11 minutes 40 seconds East 245.01 feet to a point; thence South 36 degrees 27 minutes 40 seconds East 105.70 feet to a point; thence South 41 degrees 42 minutes 10 seconds East 500.00 feet to a point; thence South 1 degree 00 minutes East 160.0 feet to a point; thence South 49 degrees 00 minutes West 370.0 feet to a point; thence South 8 degrees 00 minutes West 210.0 feet to a point; thence South 60 degrees 30 minutes West 120.0 feet to a point; thence South 72 degrees 30 minutes West 240.0 feet to a point; thence South 74 degrees 20 minutes West 880.0 feet to a point; thence North 15 degrees 45 minutes West 210.0 feet to a point; Thence South 46 degrees 13 minutes 40 seconds West 780.93 feet to a point; thence North 45 degrees 50 minutes West 870.0 feet to a point; thence North 87 degrees 10 minutes West 215.0 feet to a point; thence North 31 degrees 10 minutes West 300.0 feet to a point; thence North 10 degrees East 220.0 feet to a point; thence North 80 degrees 00 minutes East 210.0 feet to a point; thence North 21 degrees 15 minutes East 175.0 feet to a point; thence North 8 degrees 30 seconds West 585.0 feet to a point; thence North 80 degrees 33 minutes 10 seconds East 235.0 feet to a point; thence North 12 degrees 30 minutes East 661.06 feet to a point; thence North 4 degrees 30 minutes West 320.0 feet to a point; thence North 85 degrees 30 minutes East 350.0 feet to a point; thence along the arc of a circular curve to the left having a radius of 1300.34 feet, an arc distance of 1220.09 feet to the point of BEGINNING containing 147.70 acres.