

months remaining in the calendar year when filed. 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 in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's Annual Assessment shall be the fixed amount. Written notice of any change in assessment rate shall be sent to every owner. The Annual Assessments shall be due and payable in advance on January 1 of each year unless the Board of Directors votes to collect such assessments on a monthly basis and the due dates for the payment of 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 to date.

(5.8) Effect of Non-Payment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a late charge as determined by the Board of Directors and bear interest from the due date at an annual rate of six percent (6%) but in no event above the then maximum legal rate, and to the extent allowed by law. The Association, or its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

(5.9) Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first priority deed of trust or first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

(5.10) Collection Upon Sale by Developer. Upon the sale of a Lot by Developer, the purchaser shall pay to the Association at the closing of the sale that amount of money that is equal to that portion of the Annual Assessment attributable to the balance of the year in which the closing takes place. Any amounts prepaid by the Developer shall be refunded by the Association. Any Special Assessment made

before, but falling due after, the date of closing of the sale of a Lot by Developer shall be paid in full to the Association by the purchaser at the closing of the sale. In addition such purchaser shall pay an amount equal to one-sixth of the initial Annual Assessment as a contribution to the Working Capital Fund of the Association.

ARTICLE VI: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

(6.1) Architectural Control Committee. Before all Class B Lots shall cease to exist and be converted to Class A Lots pursuant to Article IV, Developer shall appoint an Architectural Control Committee consisting of not less than three members to serve as representatives of the Association's Board of Directors and enforce the restrictions hereafter set forth.

Prior to the formation of said Committee, Developer shall have the responsibility of enforcing the restrictions set forth in this Article. Upon the later of the following two dates, the Architectural Control Committee shall be appointed by the Board of Directors: (1) Upon the termination of the Class B membership; or (2) five years following the date of this Declaration. Reference herein to the Committee shall mean the Developer until such Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subject to this Declaration.

(6.2) Approval of Plans and Architectural Committee. After the initial construction of the dwelling on a Lot has been completed by Developer, no construction, reconstruction, remodeling, alteration, roofing or addition to any structure, building, fence, wall, drive or walkway, or exterior color change, shall be commenced or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made after completion of construction of said dwelling, unless and until the plans and specifications showing the nature, kind, shape, height, color, material and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Committee. If the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, further approval will not be required and this Article will be deemed to have been fully complied with. Upon giving approval to such plans and specifications, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans as have been previously approved by the Committee. The Committee or the Board of Directors of the Association shall

be entitled to stop any construction in violation of these restrictions.

(6.3) Residential Use. All Lots shall be used for residential purposes only.

(6.4) Building Line Requirements. Minimum setback lines which may be shown on any recorded plat of the Properties are not necessarily intended to create uniformity of setbacks; they are meant primarily to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve the trees and other natural vegetation, and to insure each Owner the greatest benefit and enjoyment of the Common Areas. Any deviation from the building line requirements not in excess of ten (10) percent thereof shall not be construed as a violation of the building line requirements.

(6.5) Building Requirements. No dwelling shall be erected or placed on any Lot having a heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than 1200 square feet in the case of a one-story dwelling or 1600 square feet in the case of a two-story dwelling.

(6.6) Walls, Fences and Hedges. No fence, hedge or wall of any type or kind shall be erected or maintained on a Lot except such fences, hedges or walls as may be installed, constructed or erected with the initial construction of the main dwelling located on said Lot, or as may later be approved by the Committee.

(6.7) Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shed, tent, garage, carport, or any other structure of a similar nature shall be used as a residence either temporarily or permanently. Provided, however, this paragraph shall not be construed to prevent the Developer from using sheds or other temporary structures during construction for such purposes as Developer deems necessary or later approved by the Association. No television satellite dishes shall be erected on any lot.

(6.8) Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and use of the occupants, but not for any commercial use or purpose. Birds shall be confined in cages.

(6.9) Signs. No advertising signs of any type or kind shall be erected, placed or permitted to remain upon or above any Lot or Common Area with the exception of a single sign "For Rent" or "For Sale," which sign shall not exceed

two feet by three feet in dimension and shall refer only to the premises on which displayed, there being only one sign to a Lot.

(6.10) Nuisances. No offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereof which is or may become an annoyance or nuisance to any other Owner. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in any unclean or untidy condition or that is unsightly; nor shall any substance, thing or material be kept upon any Lot that will emit a foul odor or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding Lots. No trash, rubbish, stored materials, wrecked, unlicensed or inoperable vehicles, boats and/or trailers, recreational vehicles, television satellite dishes or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pick up by governmental and other similar garbage and trash removal service units. In the event any Owner fails or refuses to keep his Lot free from unsightly objects, weeds or underbrush in a manner satisfactory to a majority of the Association Board of Directors, the Association may, through its agent or representative, five days after posting a notice on such Lot or mailing a notice to the Owner thereof at his property requesting the Owner to comply with the requirements of this paragraph, enter and remove all such unsightly objects, debris or other vegetation at Owner's expense and Owner, by acquiring any Lot subject to this Declaration, agrees to pay such costs incurred by the Association in the enforcement of this paragraph promptly upon demand. No such entry as provided herein shall be deemed a trespass.

(6.11) Clotheslines, Garbage Cans, Etc. All clotheslines, garbage cans, lawnmowers and similar equipment shall be kept, in an enclosed structure or screened by adequate planting or fencing so as to conceal same from the view of neighboring Owner and Streets. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot.

(6.12) Use of Common Areas. No planting or gardening by individual Owners shall be done upon any Common Area. Except for the right of easement of enjoyment in and to the Common Areas herein given to each Owner, Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed and prescribed by the Association's Board of Directors or as expressly provided for herein. It is Developer's intent that this paragraph inure to the mutual benefit of all Owners within the Properties.

(6.13) Maintenance.

(a) Exterior maintenance, upkeep and repair to the main dwelling on each Lot, yard, fence, walkway and shrubbery shall be the sole responsibility and expense of the Owner of the Lot subject to such reasonable requirements as may from time to time be established by the Committee to insure the continuity and harmony of exterior design of Browne's Ferry 2. Should a majority of the Association Board of Directors determine that any Owner has failed or refused to discharge properly his obligations with respect to such maintenance, upkeep and repairs, the Association, through its agent or representative, may provide same as it may deem necessary and proper.

(b) All Lots, together with the exterior of all improvements thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing or caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks or other exterior improvements. In the event an Owner shall fail to maintain the premises and the improvements thereon in a manner satisfactory to the Association Board of Directors, the Association may, through its agent or representative, after approval by two-thirds (2/3) vote of the Board, have the right to enter upon said Lot and repair, maintain and restore the Lot and the exterior of the buildings and any other improvements thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the Owner shall be personally liable to the Association for the costs of such maintenance, and the cost, until paid, shall be a permanent charge and lien upon such Lot, enforceable to the same extent and collectible as provided for in Article V. Such entry as provided herein shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out those provisions, provided such entry shall be at reasonable times and places so as not to interfere with the right of quiet enjoyment of the individual Lot Owner.

ARTICLE VII: EASEMENTS

(7.1) General. Each Lot now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat or plats of survey upon which such Lot is shown. No structure of any type shall be erected or placed upon any part of a Lot or the Common Area which will interfere with rights and use of any and all easements shown on said recorded plat.

(7.2) Utility and Drainage. An easement on each Lot is hereby reserved by Developer for itself and its successors and assigns along, over, under and upon a strip of land five feet (5') in width parallel and contiguous to the rear or back Lot line of each Lot, in addition to such other easements as may appear on a recorded subdivision plat for Browne's Ferry 2. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements except for party walls located on a portion of the side line or lines of a Lot. The easement area of each and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. With ten (10) days prior written notice to Owner, Developer may exercise the right to remove obstructions in such easements upon Owner's failure to do so. For the purpose of this covenant, Developer reserves the right to modify or extinguish the herein reserved easements along any Lot lines when in its sole discretion adequate reserved easements are otherwise available for the installation of drainage facilities and/or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of Developer; provided, however, local service from utilities within easement areas to residences constructed upon any such Lots may be established without first obtaining separate consents therefor from Developer. The Association may likewise reserve and grant easements for the installation and maintenance of sewerage, utility and drainage facilities in, across, under and over the Common Area.

(7.3) Emergency. There is hereby reserved without further assent or permit and to the extent allowed by law, a general easement to all firemen, ambulance personnel, policemen and security guards employed by Developer and all similar persons to enter upon the Properties or any portion thereof, in the performance of their respective duties.

ARTICLE VIII: GENERAL PROVISIONS

(8.1) Covenants Running with the Land. All provisions of this Declaration shall be construed to be covenants running with the land, and with every part thereof and interest therein, and every Owner or any other person or legal entity claiming an interest in any Lot, and his heirs,

executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

(8.2) Duration. The covenants, conditions and restrictions of this Declaration shall be binding for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive and additional periods of ten (10) years each.

(8.3) Amendment. This Declaration may be amended or terminated during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter may be amended or terminated by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any such amendment or termination shall not be effective until an instrument evidencing such change has been filed of record in the Mecklenburg County Public Registry.

(8.4) FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with FHA insured or VA mortgage loans, then as long as any Class B lot exists, as provided in Article VI 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 hereof, deeding, mortgaging or dedication of Common Area to persons other than the Association and amendment of this Declaration.

(8.5) Enforcement. If any Owner shall violate or attempt to violate any of these restrictions, failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association, or, in proper case, by an aggrieved Owner. Any failure by Association or any other Owner to enforce any of the foregoing restrictions or other provisions shall in no event be deemed a waiver of their right to do so thereafter. Invalidation of any covenant, condition or restriction or other provision of this Declaration shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

(8.6) Headings. Headings are inserted only for convenience and are in no way to be constructed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

(8.7) Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Declarant or its successors reserves the right (by and with the mutual

written consent of the then Owner or Owners of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

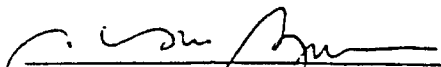
(8.8) Severability. The provisions of this Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed under seal on the day and year first above written.



(CORPORATE SEAL)

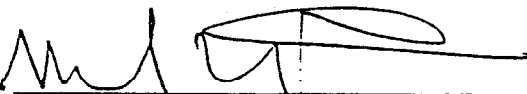
ATTEST:



Secretary

REALTY DEALERS, LTD., an Illinois limited partnership, doing business in North Carolina as Realty Dealers, Ltd., an Illinois Limited Partnership (SEAL)

By: UDC ADVISORY SERVICES, INC.,
General Partner

By: 

President

STATE OF North Carolina
COUNTY OF Mecklenburg

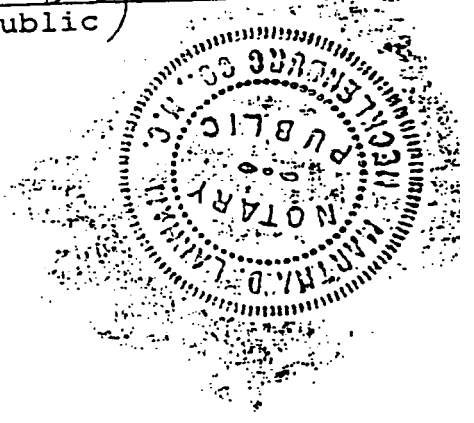
I, Martina D. Gordon, a notary public in and for Mecklenburg County and State aforesaid do hereby certify that on the 25 day of October, 1990, Mark R. Upton personally appeared before me who, being by me first duly sworn said that he is President of UDC Advisory Services, Inc., a general partner of Realty Dealers, Ltd., an Illinois limited partnership, doing business in North Carolina as Realty Dealers, Ltd., an Illinois Limited Partnership; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation and that by its authority duly given, he signed and sealed and swore to the foregoing writing on behalf of said corporation in its capacity as general partner of said partnership, and the said Mark R. Upton acknowledged said instrument to be the act and deed of said corporation and the act and deed of said partnership.

WITNESS my hand and notarial seal.

Martina D. Gordon
Notary Public

My commission expires: 10/20/91

U1-22E.HDP



Tract 2:

All of that property described in deed recorded in Book 1262 at Page 464 in the Mecklenburg County Public Registry.

Tract 3:

All of that property described in deed recorded in Book 4066 at Page 882 in the Mecklenburg County Public Registry.

Tract 4:

All of that property described in deeds recorded in Book 5409 at Page 138 and Book 5566 at Page 101 in the Mecklenburg County Public Registry.

Tract 5:

All other property adjacent to that property described in Tract 1 above.

Tract 6:

All property within a one mile radius of that property described in Tract 1 above.

U1-23E.HDP

State of North Carolina, County of Mecklenburg
The foregoing Certificate(s) of Martha D. Lanham

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

ANNE A. FOWERS, REGISTER OF DEEDS

By Mary A. Percy Deputy - Register of Deeds

JUDITH A GIBSON REC OF REEDS NECK NC
FILED FOR REGISTRATION 06/17/97 10:00
MRI 05107 PG: 0578/0583 9:0106 18.00

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BROWNE'S FERRY 2**

THIS SUPPLEMENTARY DECLARATION, made on this 14 day of March, 1997, by WEEKLEY HOMES, L.P., a Delaware Limited Partnership (successor by merger with Weekley Homes, Inc., a Delaware corporation) (referred to in this instrument as "Weekley").

WHEREAS, WEEKLEY is the only owner of lots in Browne's Ferry, Phase 4, Map 3, as shown on a map recorded in Map Book 28 at Page 172 in the Mecklenburg County Public Registry; and

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROWNE'S FERRY 2 dated October 25, 1990, was recorded on October 30, 1990 in Book 6383 at Page 357 in the Mecklenburg County Public Registry and was amended by Supplementary Declaration recorded in Book 7410 at Page 857 in the Mecklenburg County Public Registry and by Amendment to Declaration of Covenants, Conditions and Restrictions for Browne's Ferry 2, which is recorded in Book 8795 at Page 540 in the Mecklenburg County Public Registry (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Article II, Section 2.2 of the Declaration which was amended by the above-referenced Amendment to Declaration of Covenants, Conditions and Restrictions for Browne's Ferry 2 recorded in Book 8795 at Page 540 in the Mecklenburg County Public Registry provides that "Developer hereby shall have the right, within eight (8) years from the date of this Declaration, exercisable from time to time, to subject other real property within the area described on Exhibit A attached hereto in order to extend the scheme of this Declaration to other property to be developed as part of Browne's Ferry 2 and thereby bring such additional properties within the jurisdiction of the Association;" and

WHEREAS, Weekley Homes, L.P., a Delaware Limited Partnership which is successor by merger with Weekley Homes, Inc., is Developer under the Declaration pursuant to Assignment of Rights Under Recorded Documents recorded in Book 8418 at

Drawn by and mail to:
H. David Powell
Horack, Talley, Pharr & Lowndes, P.A. (Box 74)
2600 One First Union Center
301 South College Street
Charlotte, North Carolina 28202-6038

Page 213 and pursuant to Assignment of Rights Under Recorded Documents and Assumptions recorded in Book 8418 at Page 221 in the Mecklenburg County Public Registry; and

WHEREAS, Weekley desires to incorporate the aforesaid Browne's Ferry, Phase 4, Map 3, as shown on map recorded in Map Book 28 at Page 172 in the Mecklenburg County Public Registry within the property subject to the aforesaid Declaration; and

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration, Weekley does hereby subject Browne's Ferry, Phase 4, Map 3 as shown on map recorded in Map Book 28 at Page 172 in the Mecklenburg County Public Registry to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROWNE'S FERRY 2 recorded in Book 6383 at Page 357 in the Mecklenburg County Public Registry, to the end that Browne's Ferry, Phase 4, Map 3 shall be within the scheme of said Declaration and to the further end that all present and future owners of all lots shown on map recorded in Map Book 28 at Page 172 in the Mecklenburg 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, WEEKLEY has caused this SUPPLEMENTARY DECLARATION to be executed under seal as of the day and year first above written.

WEEKLEY HOMES, L.P.,
a Delaware Limited Partnership
(successor by merger with Weekley Homes, Inc.,
a Delaware limited partnership) (SEAL)

BY: DM WEEKLEY, INC.,
a Delaware corporation,
General Partner

By: 

President



ATTEST:



Secretary