

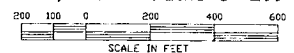
The undersigned center of the property being within the described plot and subdivision hereby certifies that he ordered the work of surveying and plotting done and that all public and private roads, easements and other areas so designated upon said plot are hereby dedicated for such use.

Owner: **Ernest B. Wood, Jr.**
 Date: **June 20, 2002**
 County: **Person**
 City/Town: **Lawrence**
 D.B. **329-23**
 D.B. **362-659**
 D.B. **242-794**

DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 PROPOSED SUBDIVISION ROAD
 DESIGN STANDARDS CERTIFICATION
 APPROVED: *[Signature]*
 DISTRICT ENGINEER
 DATE: **6/24/02**

Subdivision Survey of Shore Creek

Roxboro Twp., Person Co., N.C.
 June, 2002 Scale 1"=200'



Ernest B. Wood, Jr., PLS-2648
 252 N. Lamar St., Roxboro, N.C. 27573

REVISED - JUNE 18, 2002
 DEVELOPED BY
DDS & Charles & Susan Solomon
 2695 Humate Mills Rd
 Roxboro, N.C. 27573
 (336) 597-3700

VICINITY MAP - No Scale

I hereby certify that the subdivision plot as depicted hereon has been granted final approval pursuant to the Person County Subdivision Regulations.
[Signature] **7-7-2002**
 Planning & Zoning Administrator Date

State of North Carolina
 County of Person
 I, **Paul Murphy**, Review Officer of Person County, certify that the map or plot to which this certificate is affixed meets all statutory requirements for recording.
[Signature] **7-1-2002**
 Review Officer Date

STATE OF NORTH CAROLINA, COUNTY OF PERSON
 I, Ernest B. Wood, Jr., certify that this plot was drawn under my supervision from an actual survey made under my supervision (said description recorded in Book 266, page 262E, and 267E) that the boundaries not surveyed are clearly indicated as drawn from information founded in Book 266, page 262E; that the ratio of precision as calculated is 1:10,000; that this plot was prepared in accordance with G.S. 42-30 as amended.
 Witness my original signature, registration number and seal this 20th day of June, A.D. 2002.

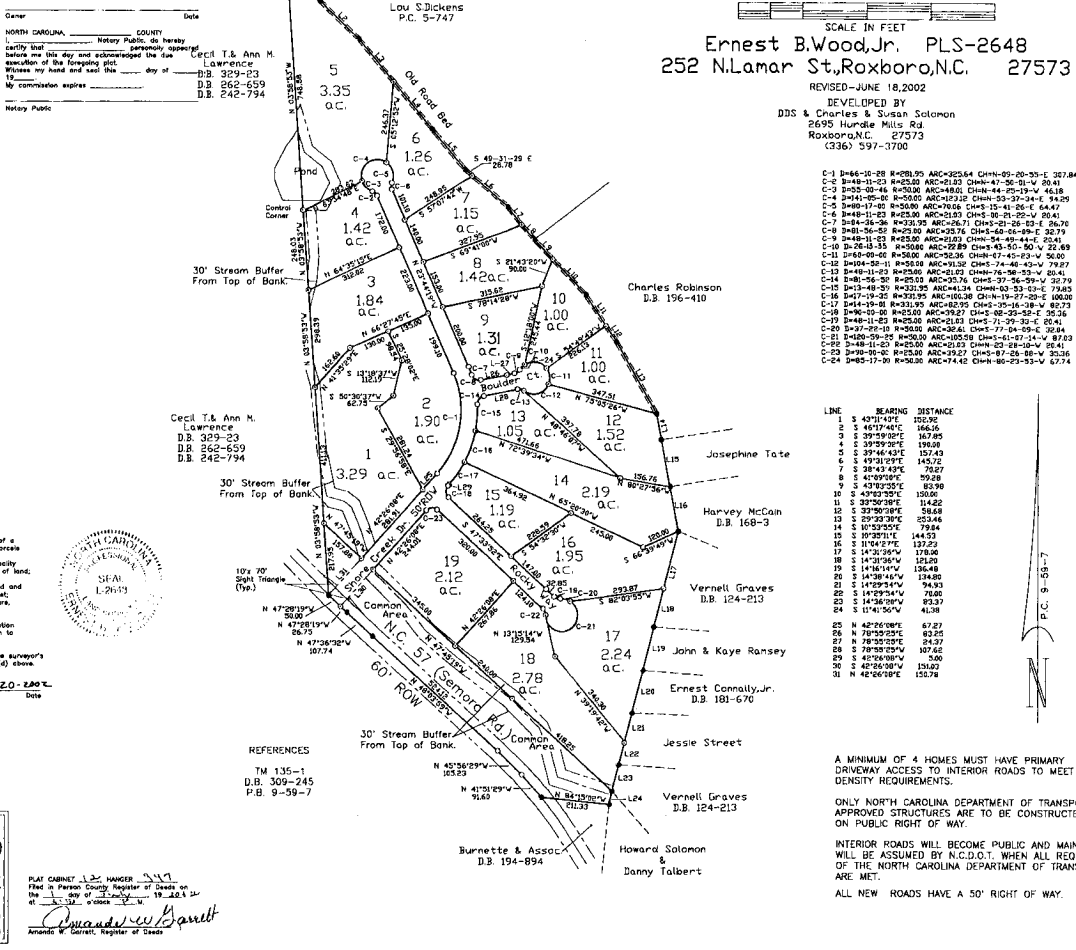
[Signature] **6-20-2002**
 REGISTERED LAND SURVEYOR REGISTRATION NO.

I hereby certify:
 1. That the survey creates a subdivision of land within the seed of a county or municipality that has an ordinance that regulates process of land.
 2. That the survey is located in a portion of a county or municipality that is unincorporated or to an ordinance that regulates process of land.
 3. Any one of the following:
 a. That the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.
 b. That the survey is of an existing building or other structure, or natural feature, such as a watercourse, or
 c. That the survey is a central survey.
 4. That the survey is of another category, such as the reconstruction of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.
 5. That the information provided to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional skills as to provisions contained in (a) through (d) above.

[Signature] **6-20-2002**
 Registered Land Surveyor Date

LEGEND
 -●- Exist. iron pin
 -○- Iron pin set
 -○- Mark or trace pt. only
 -○- Exist. stone or conc. man.
 -○- Conc. man. set
 -○- N.C.S. man. (horiz. control)

E. B. WOOD
 Land Surveying
 252 N. Lamar St. Phone
 Roxboro, NC 27573 (336) 599-3800



C-1 B=66-10-28 R=283.95 ARC=225.64 CH=109-20-55-E 267.84
 C-2 B=41-10-23 R=250.80 ARC=215.03 CH=147-26-31-W 20.41
 C-3 B=22-00-46 R=320.26 ARC=48.01 CH=144-25-19-W 46.18
 C-4 B=41-10-23 R=250.80 ARC=215.03 CH=153-37-50-E 194.29
 C-5 B=40-17-00 R=300.00 ARC=70.56 CH=15-41-26-E 64.47
 C-6 B=41-10-23 R=250.80 ARC=215.03 CH=16-21-05-W 20.41
 C-7 B=41-10-23 R=250.80 ARC=215.03 CH=21-26-03-E 26.70
 C-8 B=41-10-23 R=250.80 ARC=215.03 CH=24-49-44-E 22.41
 C-9 B=41-10-23 R=250.80 ARC=215.03 CH=28-04-09-E 22.49
 C-10 B=41-10-23 R=250.80 ARC=215.03 CH=31-04-09-E 22.49
 C-11 B=41-10-23 R=250.80 ARC=215.03 CH=34-04-09-E 22.49
 C-12 B=41-10-23 R=250.80 ARC=215.03 CH=37-04-09-E 22.49
 C-13 B=41-10-23 R=250.80 ARC=215.03 CH=40-04-09-E 22.49
 C-14 B=41-10-23 R=250.80 ARC=215.03 CH=43-04-09-E 22.49
 C-15 B=41-10-23 R=250.80 ARC=215.03 CH=46-04-09-E 22.49
 C-16 B=41-10-23 R=250.80 ARC=215.03 CH=49-04-09-E 22.49
 C-17 B=41-10-23 R=250.80 ARC=215.03 CH=52-04-09-E 22.49
 C-18 B=41-10-23 R=250.80 ARC=215.03 CH=55-04-09-E 22.49
 C-19 B=41-10-23 R=250.80 ARC=215.03 CH=58-04-09-E 22.49
 C-20 B=41-10-23 R=250.80 ARC=215.03 CH=61-04-09-E 22.49
 C-21 B=41-10-23 R=250.80 ARC=215.03 CH=64-04-09-E 22.49
 C-22 B=41-10-23 R=250.80 ARC=215.03 CH=67-04-09-E 22.49
 C-23 B=41-10-23 R=250.80 ARC=215.03 CH=70-04-09-E 22.49
 C-24 B=41-10-23 R=250.80 ARC=215.03 CH=73-04-09-E 22.49

LINE BEARING DISTANCE
 1 3 43°11'45"E 250.80
 2 3 46°17'45"E 166.56
 3 3 39°29'20"E 167.85
 4 3 39°29'20"E 196.20
 5 3 39°29'20"E 152.43
 6 3 49°31'21"E 145.72
 7 3 28°43'45"E 70.27
 8 3 41°09'55"E 59.28
 9 3 43°02'55"E 83.90
 10 3 43°02'55"E 103.00
 11 3 39°29'20"E 114.22
 12 3 39°29'20"E 58.68
 13 3 29°23'30"E 323.46
 14 3 10°53'25"E 79.84
 15 3 10°53'25"E 144.59
 16 3 11°54'27"E 137.27
 17 3 14°31'30"W 121.20
 18 3 14°31'30"W 121.20
 19 3 14°31'30"W 121.20
 20 3 14°31'30"W 121.20
 21 3 14°31'30"W 121.20
 22 3 14°31'30"W 121.20
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 25 3 14°31'30"W 121.20
 26 3 14°31'30"W 121.20
 27 3 14°31'30"W 121.20
 28 3 14°31'30"W 121.20
 29 3 14°31'30"W 121.20
 30 3 14°31'30"W 121.20

A MINIMUM OF 4 HOMES MUST HAVE PRIMARY DRIVEWAY ACCESS TO INTERIOR ROADS TO MEET DENSITY REQUIREMENTS.
 ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT OF WAY.
 INTERIOR ROADS WILL BECOME PUBLIC AND MAINTENANCE WILL BE ASSUMED BY N.C.D.O.T. WHEN ALL REQUIREMENTS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ARE MET.
 ALL NEW ROADS HAVE A 50' RIGHT OF WAY.



REFERENCES
 TM 135-1
 D.B. 309-245
 P.B. 9-59-7

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SHORE CREEK
PREPARED BY: RONNIE P. KING, ATTORNEY AT LAW

NORTH CAROLINA
PERSON COUNTY

THIS DECLARATION, made this the 12th day of July, 2002, by DDS, Inc., a North Carolina corporation with office and place of business in Person County, North Carolina, and Charles Howard Solomon and wife, Susan M. Solomon, hereinafter collectively referred to as "Declarant",

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain real property lying and being in Roxboro Township, Person County, North Carolina and more particularly described as follows (the "Property):

Those certain lots or parcels of land lying and being in the Roxboro Township, and being more specifically those parcels designated as Lots 1 through 19 and the "Common Area" as shown on that survey entitled "Subdivision Survey of Shore Creek" surveyed by Ernest B. Wood, Jr. PLS-2648 dated June, 2002, said plat being incorporated herein for a more accurate metes and bounds description and is of record in Plat Cabinet 12, Hanger 997 of the Person County Registry.

AND WHEREAS, the Declarant desires, for the benefit of the Property and for the benefit of future purchasers of any portion of the Property, that same shall be subjected to certain covenants, conditions, easements, assessments and restrictions governing and regulating the use and occupancy thereof;

AND WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the Property;

NOW THEREFORE, in order to carry into effect such purpose, and in order that the Property might afford a maximum beneficial use to any owner of any part thereof for residential purposes, Declarant hereby declares that all of the Property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following provisions, restrictions, conditions, easements, assessments and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

- a. Association shall mean Shore Creek Property Owners Association, its successors and assigns.
- b. Declarant shall mean the signatories to this document, their successors and assigns and shall include any individual or group that purchases the total interest of DDS, Inc. and Charles Howard Solomon and wife, Susan M. Solomon in this development.
- c. Declaration shall mean this document and any subsequent amendments or additions hereto.
- d. Owner shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, including contract sellers who have purchased a lot from the Declarant or purchase a lot which the Declarant has previously sold to an Owner, but excluding those having an interest merely as security for the performance of an obligation, and shall further include the record owner of fee simple title to any lot which is shown upon any subdivision map for any Property hereafter subjected to the terms, provisions and conditions of this declaration.
- e. Property shall mean and refer to all or any portion of that certain real property herein above described and such additions thereto as may hereafter be brought within the provision of the Declaration and the jurisdiction of the Association.
- f. Quorum. A quorum for purposes of conducting business for the Shore Creek Property Owners' Association shall consist of those property owners who attend a duly noticed meeting held no less than fourteen (14) days from the receipt of a written notice of said meeting of the Property Owners' Association Meeting.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

- a. Properties Subject. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Roxboro Township, Person County, North Carolina and is more particularly described as herein above set forth. Only the above described property is hereby made subject to this declaration, provided, however, Declarant reserves the right to subject other real property to the restrictions set forth herein as hereinafter set out.
- b. Annexation of Additional Properties. The Declarant may, but is not required to, annex additional lands to become a part of the Property governed by the Declaration within five (5) years from the date of this instrument.
- c. In addition, the Association may annex additional land upon the affirmative vote of two-thirds of both the Class A membership and Class B membership of the Association at a meeting at which a quorum is present and which has been duly called for this purpose.
- d. Supplementary Declaration. Each addition to the Property herein authorized shall be made by filing of record one or more supplementary declarations with respect to the lands to be then made subject to this Declaration, thereby extending the jurisdiction of the Association to such lands and subjecting same to all of the provisions hereof. Each such supplementary declaration may contain complimentary additions and modifications of the covenants, conditions and restrictions herein contained as may be necessary to reflect the different character of the added property, provided, however, that any such supplemental declaration shall not revoke or otherwise amend the provisions of this declaration relative to the property hereby made subject thereto.

ARTICLE III

OWNERS' ASSOCIATION

a. Membership and Voting Rights. Every owner of each lot which is subject to this declaration shall automatically be a member of the Shore Creek Owners' Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject hereto. The Association shall have two classes of voting membership:

(1) Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(2) Class B. The Class B member(s) shall be the Declarant and the Declarant shall be entitled to three votes for each lot owned by the Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On July 1, 2012

The right of any member to vote may be suspended by the Board of Directors of the Association for non-payment of dues and for just cause pursuant to its rules and regulations.

b. Assessments. The Declarant, for each lot owned within the Property, and each owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenant and agree as follows:

(1) Lien and Personal Obligation of Assessments. To pay annual assessments or charges, and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney fees, shall also be the personal obligation of the owner of each lot; and such personal obligation, whether for any delinquent assessments and/or future assessments, shall remain the personal obligation of such owner and shall not pass to any successor in title unless expressly assumed by him.

(2) Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine, including maintenance, operation, improvement and protection of the Property, its roads and other facilities, enforcing this Declaration and, in addition, doing any other things necessary or desirable in the opinion of the Association.

(3) Maximum Annual Assessment. Until January 1, 2004, the maximum annual assessment shall be \$250.00 per lot plus sufficient assessment to pay any real property taxes on property owned by the Property Owners' Association and the electric bill for the street lights in the subdivision. From and after January 1, 2004, the maximum annual assessment may be increased each year by the Association Board of Directors in an amount not to exceed 5% above the maximum assessment for the previous year plus sufficient assessment to pay any real property taxes on property owned by the Property Owners' Association and the electric bill for the street lights in the subdivision. In order to increase the

annual assessment above this amount, an affirmative vote of two-thirds of the membership present, in person or proxy, at a meeting duly called for this purpose, shall be required.

(4) Special Assessment 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 to the Property, provided, that any such assessment shall have the assent of two-thirds of the members present and voting in person or by proxy at a meeting duly called for this purpose.

(5) Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taking any action authorized under Subsections b (3) or (4) of this Section 3 shall be sent to all members not less than thirty nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast 60% of all the votes of each class of membership 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 of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

(6) Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all lots. Assessments may be collected on a monthly, quarterly or annual basis, in the discretion of the Board of Directors.

(7) Accrual of Assessments. The annual assessments provided for herein shall commence as to all lots on February 1 of each year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon request, furnish a certificate signed by an officer of the Association setting forth the status of assessments with respect to a specified lot.

(8) Non-Payment of Assessments. Any assessments not paid within thirty days after the due date shall bear interest thereafter at 1.5% per month. The Association, 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 Property, and interest, costs and reasonable attorney fees of such action of foreclosure shall be added to the amount of the assessment due. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

(9) Subordination to Mortgage Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any first mortgage foreclosure under a power of sale, or any proceeding in lieu 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 assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

LAND USE AND ARCHITECTURAL CONTROL

a. Architectural Review Committee. No building, frame, wall or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made

until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Declarant, or in the event the Declarant assigns this right and duty to the Association, or at such time as the Declarant no longer owns any lots subject to this Declaration, then by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board (all or any combination of which are hereafter referred to as ("Architectural Committee"). The necessity for prior approval as herein above set forth shall also include the location of any proposed driveway connection with a development road, until such time as said development roads become a part of the state road system for maintenance purposes. In the event that the Architectural Committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this provision 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 Architectural Committee, and Declarant or the Association shall be entitled to stop any construction which is in violation of the approved plans or any of the other provisions of this Declaration. The Architectural Committee shall not be responsible for any structural or other defect in plans or specifications submitted to it or in any structure erected according to such plans and specifications.

b. Variances. The Architectural Committee shall have power to and may, but shall not be required to, allow adjustments of the conditions and restrictions herein contained in order to overcome practical difficulties and prevent unnecessary hardships in the application of the requirements of this declaration, provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment shall not be materially detrimental or injurious to other property or improvements. Variances and adjustments of height, size and set back requirements may be granted hereunder.

c. Dwelling Quality and Size. The Property shall be used exclusively for single family residential purposes and no lot shall be subdivided. Any dwelling constructed thereon shall not exceed two and one-half stories in height (exclusive of basement). No dwelling containing less than 2500 square feet of finished, heated living area, exclusive of basements, garages, carport, storage areas, breeze ways and stoops, shall be erected upon any lot. All structures erected shall be of good standard quality workmanship and the materials used therein shall be of standard and approved quality. No mobile homes or modular homes shall be permitted, without regard to whether same are placed upon a permanent foundation. All dwellings shall be served by individual well and septic systems, the construction, operation and maintenance of which shall be in full compliance with all applicable county and state building codes and health regulations. All trash receptacles shall be concealed from view from the development roads.

d. Building Location. All buildings shall have a minimum set back of at least fifty feet from any highway or subdivision road right of way, twenty feet from any side lot line.

e. Building Completion. The exterior of all dwellings and other structures must be completed within twelve months after the commencement of construction, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

f. Prohibited Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding property owners, including; without limitation, hunting or the discharge of firearms. No business activity, trade or profession of any kind whatsoever shall be carried on or practiced upon any of the subject property. No motor vehicles or equipment of any kind shall be regularly stored upon the premises except in enclosed garages. No swimming pool or other excavation which may reasonably be expected to contain accumulations of water may be constructed upon any lot without the prior written consent of the Architectural Committee. No satellite signal receiving dish shall be

erected upon any lot without the prior written consent of the Architectural Committee, it being the purpose hereof to insure that same shall not unreasonably interfere with the rights and privileges of other lot owners and that the presence of such a device is sufficiently screened from view in order to minimize its visibility. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building with a screened area, or buried under ground. No lot Owner shall alter the natural flow of surface water in such a fashion as to affect such flow of water on any other lot without the prior written consent of the Architectural Committee.

g. Temporary Structures. No structure of temporary character, whether trailer, basement, tent, shack or barn shall be erected or placed on any lot covered by this Declaration. No detached building of any kind shall be used at any time for human habitation, either temporarily or permanently.

h. Animals. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of the property, and provided further that all such pets shall at all times be kept under proper control of their owner.

i. Signs. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the lot for sale or rent.

j. Mail Boxes. Each lot will be served by a private mailbox of like design to be approved by the architectural committee.

k. Outdoor Clothes Drying. Clotheslines and other similar devices shall be located so as not to be visible from the development roads.

l. Parking. Adequate off street parking shall be provided by the owner of each lot for the parking of automobiles of such owner or the residents of any dwelling constructed thereon.

m. Driveways. All private driveways serving the individual lots by connection to the subdivision streets must be paved, designed and constructed in compliance with all applicable regulatory requirements, including without limitation, those of the North Carolina Department of Transportation.

n. Vehicles. No parking of commercial vehicles in excess of thirty (30) feet for more than one (1) hour except for moving in or out.

o. Declarant's Obligation. Declarant shall transfer to the Shore Creek Property Owners' Association all property designated as "Common Areas" as such Common Areas exist on the date the Declarant has sold fifty (50%) percent of the lots in the subdivision.

ARTICLE V

MAINTENANCE

a. During Construction. During construction, the contractor or Owner must keep the building site reasonable clean. All building debris, stumps, trees and other refuse must be removed from each building lot as often as necessary in order to keep same in a neat and attractive condition. Such debris will not be dumped or allowed to remain on any part of the Property.

b. Buildings and Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such lot tending to substantially decrease the beauty and value of the neighborhood as a whole or the specific area affected. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of any lot and no refuse pile or unsightly accumulation shall be allowed to be placed or suffered to remain upon any lot, including vacant lot.

c. Roads. Unless and until same are dedicated to and accepted by the appropriate governmental authority, maintenance responsibility for the private roads as shown on all recorded plats of Shore Creek shall be that of the Association. This shall include, but not be limited to, responsibility to grade, gravel and maintain such roads and the rights of way associated therewith in a paved condition reasonably suitable for residential and emergency vehicular traffic and in the same general condition as initially constructed by Declarant. In addition, each Owner shall be separately responsible for the costs of maintaining the private drive serving the individual lot from the development roads and for the cost of repairing any damage to development roads by reason of or arising from excess use suffered during construction of improvements upon a lot. Prior to the commencement of any construction involving heavy equipment, each owner shall post, with and for the benefit of the Association, a cash deposit in an amount to be set by the Association. All sums so received shall be maintained by the Association in a separate interest bearing account and shall be returned to the Owner in full upon the completion of construction, with interest, so long as all damage to the development roads occasioned by construction is repaired to the satisfaction of the Association. Upon the failure of the Owner to properly complete any such repair, the Association may have same performed and deduct the cost thereof from the Owner's security deposit. Any balance will thereafter promptly be returned to the Owner. The Association may recover any excess of such costs in the nature of and in the same manner as a special assessment against each such Owner and his or her lot.

ARTICLE VI

EASEMENTS AND RIGHT OR ENTRY

a. Right of Way and Utility Easements. It is understood that the Declarant hereby specifically reserves the right and privilege to determine the location of all necessary rights of way for development roads and utility providers, and that the successors and assigns of the Declarant shall accordingly take title to any portion of the Property subject to the rights herein reserved by the Declarant to determine the location of and to grant any such necessary rights of way or easements. The Declarant reserves the right to subject the Property to a contract with Carolina Power and Light Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power and Light Company by the owner of each building. All utility lines specifically serving an individual lot must be placed underground at the expense of the Owner to the extent that such underground placement is possible consistent with the requirements and regulations of the applicable utility provider. Electrical service will be provided by the Declarant in the right of way of the development roads as shown on the applicable plats of survey, it being understood that it is the sole responsibility of the Owners to extend same from that point to serve their individual lots.

b. Easements of Access. Each and every Owner is hereby granted an easement to pass over, use and enjoy all development roads and any other open spaces which may subsequently be designated as common areas. The Declarant reserves the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any similar action reasonably necessary to provide economical and safe installation and service of roadways and utilities. The Declarant expressly reserves to itself, its successors and assigns every reasonable use and enjoyment of the development roads and any other lands subsequently designated as common areas in a manner not inconsistent with the provisions of this Declaration.

c. Right of Entry. The Declarant reserves for itself, its successors and assigns, the right to enter upon any lot, such entry to be made by personnel with suitable equipment, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth and for the purpose of building, repairing, or otherwise enforcing the provisions of this Declaration, which such entry shall in no event be deemed to be a trespass.

ARTICLE VII

VIOLATIONS OF DECLARATION

- a. Enforcement. The Declarant, the Association or any other Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and changes now or hereafter imposed by the provisions of this Declaration. In addition, the Declarant or the Association shall have the right, but not the obligation, whenever there exists on any lot any condition which is in violation of this Declaration, to summarily abate or remove same at the expense of the Owner if, after thirty days prior written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. Failure by the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the continuing right to do so thereafter.
- b. Subordination of Lien. The lien which may be created in favor of the Declarant or the Association for the expense of abatement or removal of any condition in violation of that Declaration shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

ARTICLE VIII

GENERAL PROVISIONS

- a. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and shall be binding upon the Property, for a term of twenty years from the date of recordation of this Declaration, after which time same shall be automatically extended for successive periods of ten years unless an instrument signed by not less than 75% of the Owners has been recorded, agreeing to change this Declaration in whole or in part.
- b. Binding Effect. The provisions of this Declaration, both negative and affirmative, and including, without limitation, the covenant to pay assessments, shall be binding upon and shall inure to the benefit of each lot and the owner of each lot, their heirs, successor and assigns.
- c. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions hereof, all of which shall remain in full force and effect.
- d. Headings. Headings are inserted only for convenience of reference and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.
- e. Construction. In all cases the provisions of this Declaration shall be construed together and shall be given that interpretation or construction which will best allow for its strict enforcement and, if necessary, the provisions hereof shall be so extended or enlarged by implication as to make them fully effective consistent with the intent hereof.

IN WITNESS WHEREOF, the Declarant, DDS, INC., has caused the foregoing to be signed in its corporate name by its duly authorized officer and its seal to be hereunto affixed by authority of its Board of Directors, this the day and year first above written.

DDS, INC.

BY: Daniel M. Talbert
Daniel M. Talbert, Sr., President

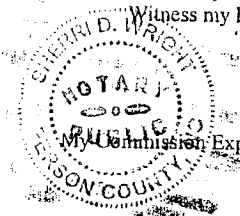
Susan M. Solomon (SEAL)
Susan M. Solomon

Charles Howard Solomon (SEAL)
Charles Howard Solomon

NORTH CAROLINA
PERSON COUNTY

I, Sherri D. Wright, a Notary Public of the aforesaid State and County, do hereby certify that Charles Howard Solomon and wife, Susan M. Solomon did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 12 day of July, 2002.

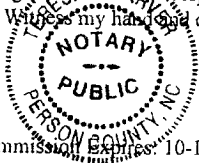


Sherri D. Wright
NOTARY PUBLIC

NORTH CAROLINA
PERSON COUNTY

I, Teresa D. Carver, a Notary Public of the County and State above, certify that Daniel M. Talbert, Sr., personally came before me this day and acknowledged that he is the President of DDS, INC., a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 12th day of July, 2002.



Teresa D. Carver
Notary Public

NORTH CAROLINA
PERSON COUNTY

The foregoing certificates of Sherri D. Wright (Person Co., NC) and Teresa D. Carver (Person Co., NC) Notaries Public is certified to be correct. Let this instrument and this certificate be recorded in Book 383, Page 411, at 12:52:19 o'clock p M.

This the 12 day of July, 2002.

AMANDA W. GARRETT, REGISTER OF DEEDS
PERSON COUNTY

Amanda W. Garrett
BY: Doreen B. Carver, asst.